

ANNOTATED MINUTES

*Thursday, January 12, 1995 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

REGULAR MEETING

Chair Beverly Stein convened the meeting at 9:30 a.m., with Vice-Chair Sharron Kelley, Commissioners Gary Hansen and Tanya Collier present, and Commissioner Dan Saltzman excused.

CONSENT CALENDAR

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

COMMUNITY AND FAMILY SERVICES DIVISION

C-1 Ratification of Intergovernmental Revenue Agreement, Contract #104155, between Multnomah County Community and Family Services and the City of Portland Bureau of Housing and Community Development to Fund \$126,791 for Emergency Basic Needs Services, Community Advocacy, and Domestic Violence Coordination, Effective July 1, 1994 through June 30, 1995

DEPARTMENT OF ENVIRONMENTAL SERVICES

C-2 ORDER in the Matter of the Execution of Deed D951157 for Certain Tax Acquired Property to C. FRANKLIN WAGGONER JR. and ALPHA N. WAGGONER

ORDER 95-5.

C-3 ORDER in the Matter of the Execution of Deed D951158 for Certain Tax Acquired Property to JOHN L. MILLER and DONNIE MILLER

ORDER 95-6.

C-4 ORDER in the Matter of the Execution of Deed D951159 for Certain Acquired Property to MARY L. MAKONEN

ORDER 95-7.

REGULAR AGENDA

PUBLIC COMMENT

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

NONE.

NON-DEPARTMENTAL

R-2 *PUBLIC HEARING and RESOLUTION in the Matter of Filling a Vacancy on the Rockwood Water District Board of Directors*

CHAIR STEIN OUTLINED THE RULES OF PROCEDURE FOR TODAY AND EXPLAINED THAT TWO ADDITIONAL APPLICATIONS WERE RECEIVED IN THE CHAIR'S OFFICE BEFORE THE DEADLINE AS OUTLINE IN RESOLUTION 94-229 ALLOWING THEM TO BE CONSIDERED TO FILL THE VACANCIES. COUNTY COUNSEL LARRY KRESSEL EXPLAINED THAT THIS PROCESS WAS ACCEPTABLE.

DUANE ROBINSON, MANAGER OF ROCKWOOD WATER DISTRICT PRESENTED EXPLANATION AND RESPONSE TO BOARD QUESTIONS.

STATEMENTS RECEIVED FROM APPLICANTS FRANCES HYSON AND RAYMOND BEACH; AND APPLICANT JUDY PARRY WAS NOT PRESENT.

PUBLIC TESTIMONY RECEIVED FROM JANNE ORCUTT, PAT BROWN AND HERB BROWN OPPOSING THE PROCESS OF PROCEDURE.

UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER KELLEY, IT WAS UNANIMOUSLY APPROVED TO NOMINATE RAYMOND BEACH TO THE FIRST VACANT POSITION ON THE ROCKWOOD WATER DISTRICT BOARD.

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, IT WAS UNANIMOUSLY APPROVED TO NOMINATE JUDY PARRY TO THE SECOND VACANT POSITION ON THE ROCKWOOD WATER DISTRICT BOARD.

UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER HANSEN, IT RESOLUTION 95-8 WAS UNANIMOUSLY APPROVED APPOINTING RAYMOND BEACH AND JUDY PARRY TO

FILL THE VACANCIES ON THE ROCKWOOD WATER DISTRICT BOARD.

DEPARTMENT OF ENVIRONMENTAL SERVICES

PLANNING ITEM

- R-3 **MC 1-94/LD 13-94** Review the December 23, 1994 Hearings Officer Decision, APPROVING, Subject to Conditions, a 3 Lot Partition and Use of a Private Easement for Access to the Partition, for Property Located at 01400 S.W. Military Road

GARY CLIFFORD PRESENTED TWO APPEALS THAT WERE FILED ON THIS ITEM AND STAFF RECOMMENDATIONS FOR THE HEARING DATE AND ALLOTTED TIME TO BE ALLOWED PER SIDE. UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, IT WAS UNANIMOUSLY APPROVED SETTING HEARING DATE OF TUESDAY, FEBRUARY 14, 1995, 1:30 P.M., 30 MINUTES PER SIDE INCLUDING REBUTTAL.

SHERIFF'S OFFICE

- R-4 Ratification of an Intergovernmental Agreement, Contract #800625, between Portland Community College and Multnomah County Sheriff's Office to Conduct an Education Course of EMT Emergency Medical Services: First Responder Class. Effective Upon Execution through March 30, 1995

COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-4. LARRY AAB PRESENTED EXPLANATION AND RESPONSE TO BOARD QUESTIONS. AGREEMENT WAS UNANIMOUSLY APPROVED.

- R-5 Ratification of an Intergovernmental Agreement, Contract #800645, between the State of Oregon Children Services Division and Multnomah County Sheriff's Office to Provide an Authorized Fingerprinter to Perform the Rolled Fingerprint Process for all Divisions Referred by Applicants. Effective Upon Execution through June 30, 1995

COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-5. LARRY AAB PRESENTED EXPLANATION AND RESPONSE TO BOARD QUESTIONS. AGREEMENT WAS UNANIMOUSLY APPROVED.

R-6 *First Reading of a Proposed ORDINANCE Amending those Sections of Multnomah County Code Chapter 5.10 Regarding Fees for Services of Multnomah County Sheriff's Office (MCSO)*

PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF THE FIRST READING. LARRY AAB PRESENTED EXPLANATION AND RESPONSE TO BOARD QUESTIONS. NO ONE WISHED TO TESTIFY. THE FIRST READING WAS UNANIMOUSLY APPROVED. SECONDED READING SCHEDULED FOR THURSDAY, JANUARY 19, 1995.

UC-1 *In the Matter of the Appointment of Chris Noble to the 1995 Board of Equalization to Fill the Term of Resigning Member, Donna Kelly*

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, IT WAS UNANIMOUSLY APPROVED TO CONSIDER ITEM UC-1. FOLLOWING THE MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, IT WAS UNANIMOUSLY APPROVED TO APPOINT CHRIS NOBLE TO THE 1995 BOARD OF EQUALIZATION.

There being no further business, the meeting was adjourned at 10:20 a.m.

OFFICE OF THE BOARD CLERK
for MULTNOMAH COUNTY, OREGON


Carrie A. Parkerson



MULTNOMAH COUNTY OREGON

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

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

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

JANUARY 9, 1995 - JANUARY 13, 1995

Thursday, January 12, 1995 - 9:30 AM - Regular Meeting Page 2
with Planning Item

Thursday Meetings of the Multnomah County Board of Commissioners are taped and can be seen by Paragon Cable subscribers at the following times:

Thursday, 6:00 PM, Channel 30
Friday, 10:00 PM, Channel 30
Saturday, 12:30 PM, Channel 30
Sunday, 1:00 PM, Channel 30

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.

Thursday, January 12, 1995 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

REGULAR MEETING

CONSENT CALENDAR

COMMUNITY AND FAMILY SERVICES DIVISION

ADD
C-1 Ratification of Intergovernmental Revenue Agreement, Contract #104155, between Multnomah County Community and Family Services and the City of Portland Bureau of Housing and Community Development to Fund \$126,791 for Emergency Basic Needs Services, Community Advocacy, and Domestic Violence Coordination, Effective July 1, 1994 through June 30, 1995

DEPARTMENT OF ENVIRONMENTAL SERVICES

C-2 ORDER in the Matter of the Execution of Deed D951157 for Certain Tax Acquired Property to C. FRANKLIN WAGGONER JR. and ALPHA N. WAGGONER 95-5

C-3 ORDER in the Matter of the Execution of Deed D951158 for Certain Tax Acquired Property to JOHN L. MILLER and DONNIE MILLER 95-6

C-4 ORDER in the Matter of the Execution of Deed D951159 for Certain Acquired Property to MARY L. MAKONEN 95-7

REGULAR AGENDA

PUBLIC COMMENT

None
R-1 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.

NON-DEPARTMENTAL

ADD
R-2 PUBLIC HEARING and RESOLUTION in the Matter of Filling a Vacancy on the Rockwood Water District Board of Directors 95-8

DEPARTMENT OF ENVIRONMENTAL SERVICES

PLANNING ITEM

Set Hearing 2-14-95 1:30 20 min per side w/Rebuttal
R-3 MC 1-94/LD 13-94 Review the December 23, 1994 Hearings Officer Decision, APPROVING, Subject to Conditions, a 3 Lot Partition and Use of a Private Easement for Access to the Partition, for Property Located at 01400 S.W. Military Road

SHERIFF'S OFFICE

APP

R-4 Ratification of an Intergovernmental Agreement, Contract #800625, between Portland Community College and Multnomah County Sheriff's Office to Conduct an Education Course of EMT Emergency Medical Services: First Responder Class. Effective Upon Execution through March 30, 1995

APP

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APP
1st Reading
2nd Reading
12K

R-6 First Reading of a Proposed ORDINANCE Amending those Sections of Multnomah County Code Chapter 5.10 Regarding Fees for Services of Multnomah County Sheriff's Office (MCSO)

full copies of Ordin. Avail. @ back of the Loan.



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

SUPPLEMENTAL AGENDA

*Thursday, January 12, 1995 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

REGULAR MEETING

REGULAR AGENDA

NON-DEPARTMENTAL

UNANIMOUS CONSENT ITEM

UC-1 In the Matter of the Appointment of Chris Noble to the 1995 Board of Equalization to Fill the Term of Resigning Member, Donna Kelly

APP



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
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SHARRON KELLEY • DISTRICT 4 • 248-5213
CLERK'S OFFICE • 248-3277 • 248-5222

MEMORANDUM

TO: *Chair Beverly Stein*
Vice-Chair Sharron Kelley
Commissioner Gary Hansen
Commissioner Tanya Collier
Commissioner Dan Saltzman

FROM: *Carrie Parkerson* 
Office of the Board Clerk

DATE: *January 5, 1995*

SUBJECT: *PLANNING MEETING*

Due to the lack of a quorum on Tuesday, January 10, 1995 the Planning Meeting has been canceled. The Planning Decision will be on the Regular Agenda on Thursday, January 12, 1995.

cc: *R. Scott Pemble*
Delma Farrell
John DuBay



DAN SALTZMAN, Multnomah County Commissioner, District One

1120 S.W. Fifth Avenue, Suite 1500 • Portland, Oregon 97204 • (503) 248-5220 • FAX (503) 248-5440

MEMORANDUM

TO: Clerk of the Board
Board of County Commissioners

FROM: Andrea Jilovec, Commissioner Saltzman's Office.

RE: Absence from BCC Planning Meeting and BCC Regular Meeting

DATE: December 23, 1994

BOARD OF
COUNTY COMMISSIONERS
1994 DEC 23 AM 11:50
MULTNOMAH COUNTY
OREGON

Due to vacation and business, Dan will be unavailable the week of January 9 - 13, 1995. Dan's trial date is set for January 12th and 13th. He will not attend the Planning Meeting on January 10, and most likely, the Regular Meeting on January 12.

DRS:amj

TANYA COLLIER
Multnomah County Commissioner
District 3



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

M E M O R A N D U M

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

FROM: Commissioner Tanya Collier

DATE: January 4, 1995

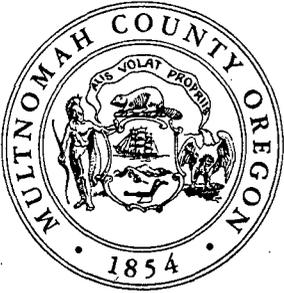
SUBJECT: Absence from January 10 Planning Meeting

Please excuse me from the afternoon Planning Meeting on January 10, 1995. I will be unable to attend due to an unforeseen conflict.

Thanks.

TC:sf

1995 JAN -4 PM 4: 26
MULTNOMAH COUNTY
OREGON



Beverly Stein, Multnomah County Chair

Room 1410, Portland Building
1120 S.W. Fifth Avenue
P.O. Box 14700
Portland, Oregon 97204
(503) 248-3308

January 6, 1995

To: Commissioner Sharron Kelley
Commissioner Tanya Collier
Commissioner Gary Hansen
Commissioner Dan Saltzman

From: Chair, Beverly Stein

Re: Excused from Board Meetings

Please excuse Beverly from the January 10th, and 19th Board Meetings, she will be in Washington DC.

cc: Clerk of the Board
Delma Farrell
Bill Farver

BOARD OF
COUNTY COMMISSIONERS
1995 JAN - 6 PM 2:10
MULTNOMAH COUNTY
OREGON



MEETING DATE: JAN 12 1995

AGENDA NO: C-1
(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Revenue Agreement From City of Portland Bureau of Housing and Community Development to Community and Family Services Division, for Emergency Basic Needs and Domestic Violence Services

BOARD BRIEFING Date Requested: _____
Amount of Time Needed: _____

REGULAR BRIEFING Date Requested: _____
Amount of Time Needed: consent

DEPARTMENT: _____ DIVISION: Community & Family Svcs

CONTACT: Lorenzo Poe/Rev España TELEPHONE: 248-3691
BLDG/ROOM: B161/2nd

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Rev España

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

The Community and Family Services Division has received a revenue agreement from the City of Portland, Bureau of Housing and Community Development, for emergency basic needs services, community advocacy, and domestic violence services coordination. This is an annual renewal of an ongoing agreement to coordinate City/County funding for these types of services, with the County assigned responsibility to manage the jointly funded service system.

The City Bureau generates revenue contracts based on funding source. This agreement transfers \$126,791 of City General Funds to the County for the specified emergency services. These funds have been included in the Division's FY 1994-95 budget.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lorenzo Poe

1995 JAN -3 AM 11:10
MULTIOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

pdxcgf95.bcc

Originals sent to Cella Murray on 1-12-95.



MULTNOMAH COUNTY OREGON

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

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

TO: Board of County Commissioners
FROM: Lorenzo Poe, Director *Lorenzo Poe mas*
Community and Family Services Division
DATE: December 13, 1994
SUBJECT: Annual Renewal Revenue Agreement from City of Portland, Bureau of
Housing and Community Development: Emergency Basic Needs Services

I. Recommendation/Action Requested: The Community and Family Services Division recommends Board of County Commissioner approval of the revenue agreement from the City of Portland, Bureau of Housing and Community Development, for the period July 1, 1994 through June 30, 1995.

The contract was received for processing on December 12, 1994.

II. Background/Analysis: The Community and Family Services Division has received an annual renewal revenue contract from the City of Portland, which transfers the City's share of funding for emergency basic needs services, community advocacy, and domestic violence coordination services. Under a long-term agreement, both the City and County fund these types of services; the County has been designated the responsible party for administering the social service programs.

III. Financial Impact: The revenue contract is for \$126,791 City General Funds. The funds have already been budgeted in the Division's FY 1994-95 budget.

IV. Legal Issues: none

V. Controversial Issues: none

VI. Link to Current County Policies: This revenue agreement relates to County and City commitments to provide emergency basic need services to homeless and low income people, and to work cooperatively with the City to avoid duplication in program administration.

VII. Citizen Participation: The emergency basic needs services are under the purview of the Community Action Commission, a citizen-based administering body.

VIII. Other Government Participation: The revenue contract is from the City of Portland. It honors the agreement between the City and County for City to fund social services and the County to administer them.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 104155

Amendment # _____

<p align="center">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$15,000</p>	<p align="center">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$15,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p align="center">CLASS III</p> <p><input type="checkbox"/> Intergovernmental Agreement</p> <p><input checked="" type="checkbox"/> Intergovernmental Revenue Agreement</p> <p align="center">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-1</u> DATE <u>1/12/95</u></p> <p align="center"><u>Carrie A. Parkerson</u></p> <p align="center">BOARD CLERK</p>
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Department: _____ Division: Community & Family Services Date: December 13, 1994

Contract Originator: _____ Phone: _____ Bldg/Room: _____

Administrative Contact: Cilla Murray Phone: 248-3691-6296 Bldg/Room: 161/2nd

Description of Contract: **Revenue agreement using City General Funds for emergency basic needs services, community advocacy, and domestic violence coordination.**

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

ORS/AR # _____ Contractor is MBE WBE JQRF

<p>Contractor Name: <u>City of Portland, BHCD</u></p> <p>Mailing Address: <u>808 SW 3rd, #600</u> <u>Portland, OR 97204</u></p> <p>Phone: <u>(503)823-2381</u></p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: <u>July 1, 1994</u></p> <p>Termination Date: <u>June 30, 1995</u></p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ <u>126,791</u></p>	<p>Remittance Address (if different) _____</p> <p>Payment Schedule Terms</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input checked="" type="checkbox"/> Other \$ <u>Per Invoice</u> <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
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REQUIRED SIGNATURES:
Department Manager: *Lorenzo Poemas* Date: 12/27/94

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

County Counsel: *[Signature]* Date: 12/29/94

County Chair/Sheriff: *[Signature]* Date: 1/12/95

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

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC IND
01	156	010	1260			2719				\$126,791	

An agreement between the City of Portland, Oregon and Multnomah County, Community and Family Services Division, for \$126,791 to provide for emergency basic need services, community advocacy, and domestic violence services coordination.

RECITALS:

1. There is a need to provide emergency basic services to low income Portland residents.
2. Multnomah County is responsible for managing emergency basic needs services within the City.
3. The approved FY 94/95 city budget contains general fund allocations for emergency basic needs services, community advocacy, and domestic violence services coordination.

AGREED:

I. Scope of Services

Multnomah County shall provide the following services described below relative to emergency basic needs.

- A. Emergency Services: Prepare and administer contracts for the services and amounts specified:

1. Emergency assistance	49,518
2. Long distance transportation	7,344
3. Clearinghouse operations	1,487
4. Emergency medications	15,142
5. Domestic Violence vouchers at YWCA	15,000
6. Byrne/Domestic Violence vouchers for Women's Crisis Line and Police program	4,300
- B. Community Advocacy: 10,000
Contract with Portland Women's Crisis Line to fund .5 FTE for a Children's Program Specialist and K-12 Program Specialist.
- C. Domestic Violence Coordination: 24,000
Fund .5 FTE Coordinator who will oversee public and community efforts to reduce domestic/family violence in Multnomah County.
- D. Submit a quarterly report on the progress of the project to the Bureau of Housing & Community Development within 45 days of the end of each quarter; the Byrne report needs to be submitted within 15 days.
- E. Prepare a final report evaluating the success of the project within 45 days of the contract termination date. The final report shall contain program statistics and client demographics.

II. City Project Manager

- A. The City Project Manager shall be Howard Cutler, or such other person as shall be designated in writing by the Director of the Bureau of Housing & Community Development.
- B. The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement as provided herein, and to carry out any other City actions referred to herein.

III. Compensation and Method of Payment

- A. Multnomah County will be compensated for the described services by the City through the General Fund.
- B. Payments will be made periodically upon submission of a statement of expenditures. Multnomah County will keep vendor receipts of materials and services and evidence of payment of personnel costs. It is agreed that total compensation under this agreement shall not exceed ONE HUNDRED TWENTY-SIX THOUSAND, SEVEN HUNDRED NINETY-ONE DOLLARS (\$126,791).

IV. General Contract Provisions

- A. **TERMINATION FOR CAUSE.** If, through any cause, the County shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the County shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall have the right to terminate this Contract by giving written notice to the County of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the County under this Contract shall, at the option of the City, become the property of the City and the County shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the County shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the County, and the City may withhold any payments to the County for the purpose of setoff until such time as the exact amount of damages due the City from the County is determined.

- B. **TERMINATION FOR CONVENIENCE.** The City and County may terminate this Contract at any time by mutual written agreement. If the Contract is terminated by the City as provided herein, the County will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the County covered by this Contract less payments of compensation previously made.

The City, on thirty (30) days written notice to the County, may terminate this Agreement for any reason deemed appropriate at its sole discretion.

- C. **REMEDIES.** In the event of termination under Section A hereof by the City due

to a breach by the County, then the City may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the County hereunder plus the remaining unpaid balance of the compensation provided herein, then the County shall pay to the City the amount of excess.

The remedies provided to the City and County under sections A and C hereof for a breach shall not be exclusive. The City and County also shall be entitled to any other equitable and legal remedies that are available.

In the event of termination under Section A, the City shall provide the County an opportunity for an administrative appeal.

- D. **CHANGES.** The City or County may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the County's compensation, shall be incorporated in written amendments to this Contract executed by the City and County. Any change that increases the amount of compensation payable to the County must be approved by ordinance of the City Council. Other changes may be approved by the Director of the Bureau of Housing & Community Development.
- E. **NON-DISCRIMINATION.** In carrying out activities under this contact, the County shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status or national origin. The County shall take affirmative actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The County shall post in conspicuous places, available to employees and applicants for employment, notices provided by the City setting for the provisions of this nondiscrimination clause. The County shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The County shall incorporate the foregoing requirements of this paragraph in all of its contracts for work funded under this contract, except contracts governed by Section 104 of Executive Order 11246.
- F. **ACCESS TO RECORDS.** The City, or their duly authorized representatives, shall have access to any books, general organizational and administrative information, documents, papers, and records of the County which are directly pertinent to this contract, for the purpose of making audit examination, excerpts, and transcriptions. All required records must be maintained by the County for three years after the City makes final payment and all other pending matters are closed.
- G. **MAINTENANCE OF RECORDS.** The County shall maintain records on a current basis to support its billings to the City. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the County regarding its billings or its

work hereunder. The County shall retain these records for inspection, audit, and copying for 3 years from the date of completion or termination of this contract.

- H. **AUDIT OF PAYMENTS.** The City, either directly or through a designated representative, may audit the records of the County at any time during the 3 year period established by Section G above.

If an audit discloses that payments to the County were in excess of the amount to which the County was entitled, then the County shall repay the amount of the excess to the City.

- I. **INDEMNIFICATION.** To the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution, Multnomah County shall hold harmless, defend, and indemnify the City and the City's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the County's work or any subcontractor's work under this contract.

- J. **WORKERS' COMPENSATION INSURANCE.**

1. Multnomah County, its subcontractors, if any, and all employers working under this Agreement, are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement as Exhibit A, if applicable, and shall be incorporated herein and made a term and part of this Agreement. The County further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement. If a current certificate is on file with the City in compliance with previous a contract, a duplicate is not necessary. In compliance with this paragraph, the County is self-insured for Workers' Compensation.
2. In the event the County's workers' compensation insurance coverage is due to expire during the term of this Agreement, the County agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the County agrees to provide the City of Portland such further certification of workers' compensation insurance a renewals of said insurance occur.
3. The County agrees to accurately complete the City of Portland's Questionnaire for Workers' Compensation Insurance and Qualification as an Independent Contractor prior to commencing work under this Agreement. Any misrepresentation of information on the Questionnaire by the County shall constitute a breach pursuant to this subsection, City may terminate this Agreement immediately and the notice requirement contained in the subsection entitled, **TERMINATION FOR CAUSE**, hereof shall not apply.

- K. **LIABILITY INSURANCE.** Multnomah County is self-insured as provided by Oregon law.

L. **SUBCONTRACTING AND ASSIGNMENT.** The County shall not subcontract its work under this contact, in whole or in part, without the written approval of the City. The County shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contract as specified in this contract. Notwithstanding City approval of a subcontractor, the County shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the County hereunder. The County agrees that if subcontractors are employed in the performance of this contract, the County and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. The County shall not assign this contract in whole or in part or any right or obligation hereunder, without prior written approval of the City. Subcontractors shall be responsible for adhering to all regulations cited within this contract.

M. **INDEPENDENT CONTRACTOR STATUS.** The County is engaged as an independent contractor and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

The County and its subcontractors and employees are not employees of the City and are not eligible for any benefits through the City, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

N. **REPORTING REQUIREMENTS.** The County shall report on its activities in a format and by such times as prescribed by the City.

O. **CONFLICTS OF INTEREST.** No City officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contact or the proceeds thereof.

No City officer or employees who participated in the award of this contract shall be employed by Multnomah County during the period of the contract.

P. **OREGON LAW AND FORUM.** This contract shall be construed according to the law of the State of Oregon.

Any litigation between the City and the County arising under this contract or out of work performed under this contract shall occur, if in the state courts, in the County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

Q. **COMPLIANCE WITH LAWS.** In connection with its activities under this contract, the County shall comply with all applicable federal, state, and local laws and regulations.

In the event that the County provides goods or services to the City in the aggregate in excess of \$2,500.00 per fiscal year, the County agrees it has certified with the City's Equal Employment Opportunity certification process.

R. **MONITORING.** The City, through the Bureau of Housing & Community Development shall monitor at least once each year that portion of the County's

project funded with the City's General Funds. Such monitoring shall ensure that the operation of the project conforms to the provisions of this contract.

VII. Period of Agreement

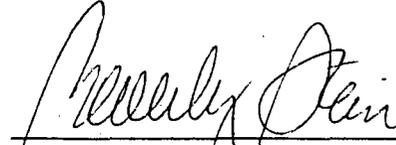
The terms of this Agreement shall be effective as of July 1, 1994 and shall remain in effect during any period Multnomah County has control over City funds, including program income. The Agreement shall terminate as of June 30, 1995.

Dated this _____ day of _____, 1994.

CITY OF PORTLAND

MULTNOMAH COUNTY

Commissioner Gretchen Kafoury

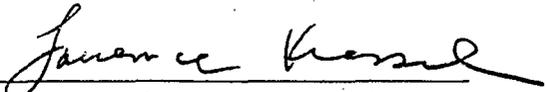


Beverly Stein, Chair
Multnomah County Board of Commissioners

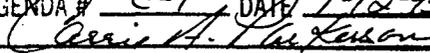
APPROVED AS TO FORM:

REVIEWED:

Jeffrey L. Rogers, City Attorney



Laurence Kressel, County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-1 DATE 1-12-95


BOARD CLERK

MEETING DATE: JAN 12 1995

AGENDA NO: C-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Repurchase Deed to Former Owner

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

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

Request approval of Repurchase Deed to former owner.

Deed D951157 and Board Orders attached.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *James M. D...* *[Signature]*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

Sent Original Order 95-5 + Deed to Gwen on 1-12-95 6/93

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 JAN -3 AM 11:10

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of)
Deed D951157 for Certain) ORDER
Tax Acquired Property to) 95-5
C FRANKLIN WAGGONER JR)
and ALPHA N WAGGONER)

It appearing that heretofore Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that C FRANKLIN WAGGONER JR and ALPHA N WAGGONER are the former record owners thereof, and have applied to the county to repurchase said property for the amount of \$18,649.25 which amount is not less than that required by Section 275.180, ORS; and that it is for the best interests of the County that said application be accepted and that said property be sold to said former owners for said amount;

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

SUNNY ACRES
LOT 1, BLOCK 3

Dated at Portland, Oregon this 12th day of January, 1995.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein
Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By *J. H. DuBay*

DEED D951157

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to C FRANKLIN WAGGONER JR and ALPHA N WAGGONER, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

SUNNY ACRES
LOT 1, BLOCK 3

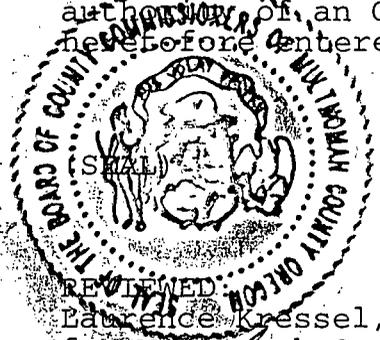
The true and actual consideration paid for this transfer, stated in terms of dollars is \$18,649.25.

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

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

32999 NW E.J. SMITH RD
SCAPPOOSE OR 97056

IN WITNESS, WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 12th day of January, 1995 by authority of an Order of said Board of County Commissioners herebefore entered of record.



BOARD OF COUNTY COMMISSIONERS,
MULTNOMAH COUNTY, OREGON

Beverly Stein

Beverly Stein, Chair

REVIEWED
Lawrence Kressel, County Counsel
for Multnomah County, Oregon

By *[Signature]*

DEED APPROVED:
Janice Druian, Director
Assessment & Taxation

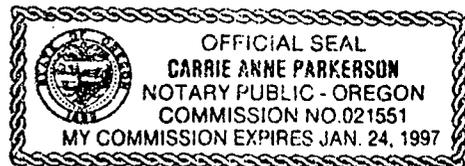
By *Pat Drahler*

After recording, return to Multnomah County Tax Title
166/200/Tax Collections

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 12th day of January, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

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



Carrie Anne Parkerson
Carrie Anne Parkerson
Notary Public for Oregon
My Commission Expires: 1/24/97

MEETING DATE: JAN 12 1995

AGENDA NO: C-3

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Repurchase Deed to Former Owner

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590
BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

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

Request approval of Repurchase Deed to former owner.

Deed D951158 and Board Orders attached.

BOARD OF
CLATSOP COUNTY
1995 JAN - 3 AM 11:10
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *James W. D... Payne*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

Sent Original Deed 94-6 + Deed to Clerk on 1-12-95.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of)
Deed D951158 for Certain) ORDER
Tax Acquired Property to) 95-6
JOHN L. MILLER)
and DONNIE MILLER)

It appearing that heretofore Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that JOHN L. MILLER and DONNIE MILLER are the former record owners thereof, and have applied to the county to repurchase said property for the amount of 26985.65+ which amount is not less than that required by Section 275.180 ORS; and that it is for the best interests of the County that said application be accepted and that said property be sold to said former owners for said amount;

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

CHILDREN'S WORLD
LOT 15, BLOCK 4

Dated at Portland, Oregon this 12th day of January , 1995.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein

Beverly Stein, Chair

REVIEWED
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By *John L. DeBay*

DEED D951158

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

CHILDREN'S WORLD
LOT 15, BLOCK 4

The true and actual consideration paid for this transfer, stated in terms of dollars is 26985.65+.

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

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

2230 SE MEADOW CT
GRESHAM OR 97080-9326

IN WITNESS, WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 12th day of January, 1995 by authority of an Order of said Board of County Commissioners hereunto entered of record.



Reviewed:
Laurence Messel, County Counsel
for Multnomah County, Oregon

By [Signature]

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

[Signature]
Beverly Stein, Chair

DEED APPROVED:
Janice Druian, Director
Assessment & Taxation

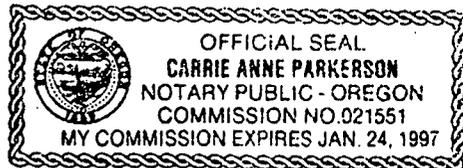
By [Signature]

After recording, return to Multnomah County Tax Title
166/200/Tax Collections

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 12th day of January, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

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



Carrie Anne Parkerson
Carrie Anne Parkerson
Notary Public for Oregon
My Commission Expires: 1/24/97

MEETING DATE: JAN 12 1995

AGENDA NO: C-4

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Repurchase Deed to Former Owner

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Request approval of Repurchase Deed to former owner.

Deed D951159 and Board Orders attached.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *Paul Ellis* *Off Payne*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

Sent Original Deeds 95-7 & Deed to Green on 1-12-95.

6/93

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 JAN -4 PM 2:37

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of)
Deed D951159 for Certain) ORDER 95-7
Tax Acquired Property to)
MARY L. MAKONEN

It appearing that heretofore Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that MARY L. MAKONEN is the former record owner thereof, and has applied to the county to repurchase said property for the amount of \$8,581.96 which amount is not less than that required by Section 275.180 ORS; and that it is for the best interests of the County that said application be accepted and that said property be sold to said former owner for said amount;

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

HORNINGS ADDITION
LOT 6, BLOCK 1

Dated at Portland, Oregon this 12th day of January, 1995.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein
Beverly Stein, Chair

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

By *John L. DeB...*

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to MARY L. MAKONEN, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

HORNINGS ADDITION
LOT 6, BLOCK 1

The true and actual consideration paid for this transfer, stated in terms of dollars is \$8,581.96.

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

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

6746 SE 77TH AVE
PORTLAND OR 97206-7106

IN WITNESS, WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 12th day of January, 1995, by authority of an Order of said Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein

Beverly Stein, Chair

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

By *[Signature]*

DEED APPROVED:
Janice Druian, Director
Assessment & Taxation

By *[Signature]*

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

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 12th day of January, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

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



Carrie Anne Parkerson
Carrie Anne Parkerson
Notary Public for Oregon
My Commission Expires: 1/24/97

PLEASE PRINT LEGIBLY!

MEETING DATE 1-12-95

NAME

DIANE ROBINSON

ADDRESS

STREET

CITY

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO. _____

SUPPORT _____ **OPPOSE** _____

SUBMIT TO BOARD CLERK

✓
PLEASE PRINT LEGIBLY!

MEETING DATE 1-12-95

NAME

FRANES HUNSON

ADDRESS

16507 SE Mill St

STREET

Portland, Oregon 97233

CITY

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO. R2

SUPPORT _____

OPPOSE _____

SUBMIT TO BOARD CLERK

✓
2

PLEASE PRINT LEGIBLY!

MEETING DATE 1-12-95

NAME

RAY BEACH

ADDRESS

14230 N. Stephens

STREET

Panama

CITY

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO. R-2

SUPPORT _____

OPPOSE _____

SUBMIT TO BOARD CLERK

3/

PLEASE PRINT LEGIBLY!

MEETING DATE 1-12-95

NAME

Jeanne Drouitt

ADDRESS

4201 NW 3rd St

STREET

Gresham, OR 97030

CITY

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO. R-2

SUPPORT _____

OPPOSE _____

SUBMIT TO BOARD CLERK

4/ PLEASE PRINT LEGIBLY!

MEETING DATE 1-12-95

NAME

Pat Brown Commissioner

ADDRESS

Rockwood Water Dist.

STREET

CITY

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO. R2

SUPPORT _____

OPPOSE _____

SUBMIT TO BOARD CLERK

5/.

PLEASE PRINT LEGIBLY!

MEETING DATE 1-12-95

NAME

Herb Brown Commission

ADDRESS

Lochwood Water Dist.
STREET

CITY

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO.

R-2

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

MEETING DATE: January 12, 1995

AGENDA NO: R-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: RESOLUTION in the Matter of Filling a Vacancy on the Rockwood Water District Board of Directors

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: January 12, 1995 - 9:30 AM TIME CERTAIN

Amount of Time Needed: 5 to 10 Minutes

DEPARTMENT: Non-Departmental **DIVISION:** Office of the Chair

CONTACT: Delma Ferrell **TELEPHONE #:** 248-3308

BLDG/ROOM #: 106/1410

PERSON(S) MAKING PRESENTATION: Larry Kressel - County Counsel

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Resolution to fill vacancy on the Rockwood Water District Board Directors pursuant to state law (ORS 198.320).

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 JAN - 9 PM 1:01

SIGNATURES REQUIRED:

ELECTED OFFICIAL: *Burdick Stein* H.C.M.P.

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63 Copy of Resolution 95-8 Sent to Larry Kressel & Certified true Copy Sent to Dixie Erwin + Rockwood 6193
Water District (2) attn: Debra Robinson.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

In the Matter of Establishing a Process)
for Filling Vacancies on District Boards)
Pursuant to State Law.)

RESOLUTION NO. 94-229

WHEREAS, the Board of County Commissioners of Multnomah County has been advised that a vacancy exists on the Board of the Rockwood Water District and that the remaining Rockwood Board members are unable to agree on selecting persons to fill the vacancies; and

WHEREAS, state law (ORS 198.320) provides that if a majority of the Rockwood Board cannot agree on filling the vacancy, the vacancy "shall be filled promptly by the county court of the county in which the administrative office of the District is located"; and

WHEREAS, it is in the public interest that the Board of Commissioners establish and publicize a process for filling such a vacancy; and

THEREFORE, BE IT RESOLVED the Board has considered the matter at a public hearing, and has determined that the following should be the process for filling a vacancy under ORS 198.320:

1. Statements of interest in filling each vacancy shall be filed in the office of the Clerk of the Board on or before 4:30 p.m., December 30, 1994.

2. Candidates shall be registered voters of the District in question and shall set forth their qualifications in the written statement of interest; no particular format shall be required for the statement.

3. The candidates for each vacancy shall be heard by the Board at a public meeting, to be held January 12, 1995.

4. At the conclusion of the hearing, the Board shall vote to fill each vacancy.

5. The Clerk of the Board shall publish notice of the above stated process in the Gresham Outlook at least seven (7) days before the deadline for candidate statements of interest.

ADOPTED this 1st day of December, 1994.



By

Beverly Stein
Beverly Stein, Chair

REVIEWED

By

Laurence Kressel
Laurence Kressel, County Counsel
of Multnomah County, Oregon

PORTLAND, OREGON
DEC. 27, 1994

To: Multnomah County Commissioners
Chair Beverly Stein
Dan Saltzman
Gary Hansen
Tanya Collier
Sharon Kelley

1994 DEC 30 PM 2:11
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS

From: Frances Hyson
16507 S.E. Mill St.
Portland, OR 97233

Dear Commissioners,

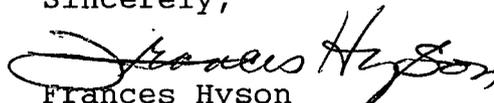
I submit my name for consideration to fill the vacancy for Rockwood Water District Commissioner. I attend the district and P.U.D. meetings regularly and I am aware of the districts issues.

In my opinion the duties of a board member is to attend all meetings, listen and consider comments of all citizens, work together on decisions that best benefit the district and its' patrons.

I had experience as a board member, treasurer, bookkeeper, and as a private home health care practioner. I was also active in attending neighborhood community groups, city meetings, and supporting funding for the spring water corridor trail.

Being a resident of the Rockwood district for over 35 years, I would like to represent the patrons as their commissioner.

Sincerely,


Frances Hyson
(503) 761-5666

S' 1131727 LYSON, FRANCIS		AGE	FEMALE <input checked="" type="checkbox"/>	PARTY
PRECINCT <u>5702</u>		RESIDENCE (Sec., Twp. and Range: Street and No.) <u>16507 SE Mill st Portland 33</u> <u>162nd</u>		
P. O. ADDRESS (Where Mail is Received) R.F.D. or St. No.		SPOUSE'S NAME <u>Charles W Hyson</u>		
OCCUPATION <u>Housewife</u>		SPOUSE BORN WHERE <u>Penn</u> (If unmarried state so)		
CITY <u>Todd</u>		PARENT'S FULL NAME: FATHER <u>Joseph Smart</u>		
WHERE BORN COUNTY <u>Pennsylvania</u>		MOTHER'S MAIDEN NAME <u>Helen Oswald</u>		
DATE OF BIRTH <u>Jan 29 1928</u>		Period of Time Resided in State Preceding Date of Registration YEARS <u>3</u> MONTHS		
DATE MARRIED		NATURALIZATION RECORD (Final or Second Papers Must Be Exhibited)		NAME OF COURT
HUSBAND SELF		DATE		CITY AND STATE
FATHER (Erase titles to suit)		10-28-335		
<p>I declare under oath or affirmation that I am a citizen of the United States and a qualified elector over 21 years of age, and that the statements made by me and herein entered as to my qualifications as an elector are true and I am in good faith a member of the party with which I have registered.</p> <p>WARNING: Any elector who supplies any information, knowing it to be false, is punishable upon conviction by imprisonment in the penitentiary for not more than two years or by a fine of not more than \$5,000, or both.</p>		<p>The applicant writes and signs. Subscribed and Sworn to (or Affirmed) before me</p> <p><u>18th Day April 1960</u></p> <p>JOHN D. WELDON, Registrar of Elections Multnomah County, Oregon</p> <p>By <u>Guy E Johnson</u> Deputy Official Ballot Box From R&E</p>		
<p><u>Francis Violet Hyson</u> Signature of Elector</p>		<p><u>Helen Oswald</u> Maiden Name</p>		

NOT TO BE USED FOR IDENTIFICATION PURPOSES

Certified Copy of Registration

I, Vicki K. Ervin, Director of Elections, for the County of Multnomah, State of Oregon and official Registrar of Voters of the County of Multnomah, do hereby certify, that the above information is the same as appears on record on the general register of voters in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed seal,
 this 4th day of January, 1995.

Vicki K. Ervin
 Director of Elections

By Suzanne Roberts

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

In the Matter of Filling a)
Vacancy on the Rockwood) RESOLUTION
Water District Board of)
Directors)

WHEREAS, the Board of County Commissioners of Multnomah County has been advised that a vacancies exist on the Rockwood Water District and that the remaining Rockwood Board members are unable to agree on selecting persons to fill the vacancies; and

WHEREAS, state law (ORS 198.320) provides that if a majority of the Rockwood Board cannot agree on filling the vacancy, the vacancy "shall be filled promptly by the county court of the county in which the administrative office of the District is located"; and

WHEREAS, by Resolution 94-229, the Board of Commissioners established and publicized a process for filling such a vacancy; and

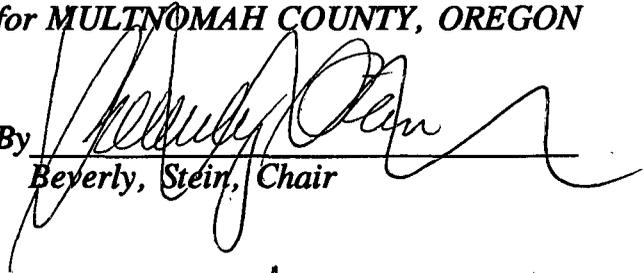
WHEREAS, a single candidate applied for appointment in response to the notice published by the County, and

WHEREAS, in accordance with Resolution 94-229, the Board conducted a public hearing on January 12, 1995 to consider candidates for appointment to fill the vacancy on the Rockwood Water District Board; and

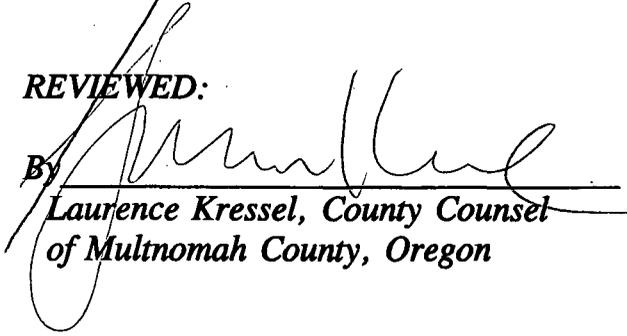
NOW THEREFORE, BE IT RESOLVED and ORDERED that _____ is appointed to fill a vacancy on the Rockwood Water District Board. The Clerk of the Board shall transmit copies of this Resolution to the Rockwood Water District and its legal counsel.

ADOPTED this 12th day of January, 1995.

BOARD OF COUNTY COMMISSIONERS
for MULTNOMAH COUNTY, OREGON

By 
Beverly Stein, Chair

REVIEWED:

By 
Laurence Kressel, County Counsel
of Multnomah County, Oregon



BOARD OF
COUNTY COMMISSIONERS
1995 JAN 10 PM 3:15
MULTNOMAH COUNTY
OREGON

M E M O R A N D U M

TO: Clerk of the Board
FROM: Laurence Kressel (106/1530) *LK*
County Counsel
DATE: January 10, 1995
SUBJECT: Rockwood Water District; Candidates

This thursday, the BCC takes action to fill the two vacancies of the Rockwood Water District Board. Until today however, I thought only **one** person was a candidate. Today, I received the enclosed fax from Mr. Robinson, the District Manager, and two applications from other candidates.

According to Mr. Robinson, these two candidates attempted to file statements of interest in accord with Resolution 94-229, but their applications were never received by your office. The question is, can they be considered on thursday? (This whole affair has been odd from the beginning, so it should be no surprise that the tale end is odd.)

I think the answer is yes. There is no controlling state law. The county Resolution, 94-229, sets a deadline for filing candidate statements, but does not say what happens if the deadline is not satisfied, as when a statement is sent but not received.

The overarching purpose of this process is to fill the vacancies on the District Board. ORS 198.320. That purpose would be served by considering all interested candidates. As far as I can tell, no one will be harmed if the BCC considers these (apparently) late applications.

This is not to say that the BCC must consider the applications on thursday; I am saying only that it may consider them. But to make such consideration possible, I reccomend that you circulate the this memo and the enclosed material ASAP to the Board.

cc Duane E Robinson, Manager, RWD



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

January 12, 1995

*Duane E. Robinson, Manager
Rockwood Water District
19601 N.E. Halsey
Portland, OR 97207-0849*

Re: Rockwood Water District filled vacancies on District Board

Dear Mr. Robinson:

Please find enclosed two copies, with one certified true copy, of Multnomah County Resolution 95-8 filling the vacancies on the Rockwood Water District Board. Please provide legal counsel of the Rockwood Water District one of those copies.

Thank you for your assistance. If I can be of further assistance do not hesitate to call me at 248-5222.

Sincerely,

*Carrie A. Parkerson
Board Clerk*

Enclosures

cc:Larry Kressel

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

In the Matter of Filling)
Vacancies on the Rockwood) RESOLUTION 95-8
Water District Board of)
Directors)

WHEREAS, the Board of County Commissioners of Multnomah County has been advised that a vacancies exist on the Rockwood Water District and that the remaining Rockwood Board members are unable to agree on selecting persons to fill the vacancies; and

WHEREAS, state law (ORS 198.320) provides that if a majority of the Rockwood Board cannot agree on filling the vacancies, the vacancies "shall be filled promptly by the county court of the county in which the administrative office of the District is located"; and

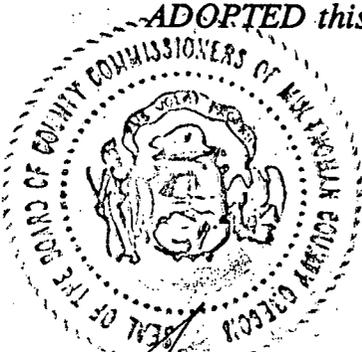
WHEREAS, by Resolution 94-229, the Board of Commissioners established and publicized a process for filling such vacancies; and

WHEREAS, three candidates applied for appointment in response to the notice published by the County, and

WHEREAS, in accordance with Resolution 94-229, the Board conducted a public hearing on January 12, 1995 to consider candidates for appointment to fill the vacancies on the Rockwood Water District Board; and

NOW THEREFORE, BE IT RESOLVED and ORDERED that Raymond L. Beach and Judy J. Parry are appointed to fill the vacancies on the Rockwood Water District Board. The Clerk of the Board shall transmit copies of this Resolution to the Rockwood Water District and its legal counsel.

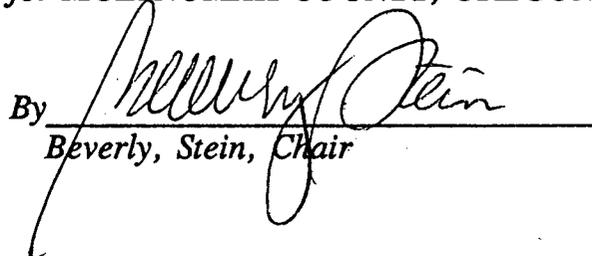
ADOPTED this 12th day of January, 1995.



REVIEWED:

By 
Laurence Kressel, County Counsel
of Multnomah County, Oregon

BOARD OF COUNTY COMMISSIONERS
for MULTNOMAH COUNTY, OREGON

By 
Beverly, Stein, Chair



18601 N.E. HALSEY, PORTLAND, OREGON 97230-7489
665-4178 fax 667-9108

January 10, 1995

Laurence Kressell
Multnomah County Counsel
P O Box 849
Portland OR 97207-0849

VIA FAX 248-3377

Re: Rockwood Water District vacancies on District board

Dear Mr. Kressell:

Enclosed are the copies of "applications to serve as board member of Rockwood Water District" that Mr. Raymond Beach and Mrs. Judy Parry gave me prior to signing and mailing them to the County Commission Clerk.

They both gave me copies, prior to signing and mailing, and at the same time inquired of the proper address for mailing. I personally gave them the address from Chair Beverly Stein's letterhead including the P O Box 14700, plus the street address.

Both Mr. Beach and Mrs. Parry have subsequently confirmed to me that the applications had been mailed approximately December 21st and 22nd, and anticipating the County's receipt had planned to be in attendance at the Board hearing on January 12th. As a matter of fact Mr. Beach has requested to ride to the meeting with me and another individual. Mrs. Parry has subsequently called explaining her company has scheduled her for a meeting that would cause her to miss the January 12th County Commissioners meeting. She indicated she was going to talk with Commissioner Sharron Kelley explaining that she was not there for business reasons but was very interested in being appointed.

Thank you for assisting us in getting these qualified individuals before the Commission for consideration.

Very truly yours,

A handwritten signature in black ink, appearing to read "Duane E. Robinson". The signature is written in a cursive style with a large initial "D".

Duane E. Robinson
Manager

mvh

Enclosures

APPLICATION TO SERVE AS BOARD MEMBER
OF
ROCKWOOD WATER DISTRICT

NAME Raymond L. Beach

ADDRESS 14230 S. E. Stephens St., Portland

HOME TELEPHONE 254-4748 WORK TELEPHONE _____

OCCUPATION Retired

LENGTH OF TIME IN DISTRICT 31+ years

REASONS FOR APPLYING Water District Commissioner 1/92 through
6/93. Water District Budget committee member 1991, 1993
through 1994. Also, on Budget committees of Church, high school
Booster club, Band parents club and Boy Scouts.

MEMBERSHIP IN OTHER ORGANIZATIONS/GROUPS Centennial H.S.
Booster club and Band Parents, Boy Scouts, Pres. Bd of
trustees, Church of Christ.

COPY

APPLICATION TO SERVE AS BOARD MEMBER
OF
ROCKWOOD WATER DISTRICT

NAME Judy J. Parry

ADDRESS 14432 SE Morrison, Portland, OR

HOME TELEPHONE 257- 2655 WORK TELEPHONE 275-1524

OCCUPATION Real Estate Asset Mgmt. - Bank of America

LENGTH OF TIME IN DISTRICT 8 Years

REASONS FOR APPLYING I am currently a Rockwood Water PUD Director, and have so served since 1992. I am totally aware of all Rockwood Water issues, both Water District and PUD. Also, I am in the annexed, but not withdrawn area, and eligible to serve as a Water District Commissioner.

MEMBERSHIP IN OTHER ORGANIZATIONS/GROUPS Securiteam with Bank of America.

BCC ✓ 11/29/94

M E M O R A N D U M

TO: Clerk of the Board of Commissioners

FROM: Laurence Kressel (106/1530) LK
County Counsel

DATE: November 29, 1994

SUBJECT: Rockwood Water District; Item R-2 on
12/1/94 Agenda

Agenda item R-2 for the 12/1/94 agenda will make more sense to the BCC if you distribute the enclosed materials beforehand. Although the item is a Resolution establishing a generic process for filling vacancies on district boards, the events that caused creation of the Resolution concerned one particular board-- the Rockwood Water District Board.

The attached memo to Commissioner Kelley explains why the BCC has been drawn into this water district controversy. The Resolution is step 1 in a 2 step process to resolve it.

Please make this cover memo and the attached material available to the BCC right away.

1994 NOV 29 AM 11:17
 CLERK OF COUNTY COMMISSIONERS
 MULTNOMAH COUNTY
 OREGON



MULTNOMAH COUNTY OREGON

OFFICE OF COUNTY COUNSEL
1120 S.W. FIFTH AVENUE, SUITE 1530
P.O. BOX 849
PORTLAND, OREGON 97207-0849
(503) 248-3138
FAX 248-3377

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN, CHAIR
DAN SALTZMAN
GARY HANSEN
TANYA COLLIER
SHARRON KELLEY

COUNTY COUNSEL
LAURENCE KRESSEL
CHIEF ASSISTANT
JOHN L. DU BAY
ASSISTANTS
J. MICHAEL DOYLE
SANDRA N. DUFFY
GERALD H. ITKIN
H.H. LAZENBY, JR.
STEVEN J. NEMIROW
MATTHEW O. RYAN
JACQUELINE A. WEBER

M E M O R A N D U M

TO: Commissioner Sharron Kelley

FROM: Laurence Kressel (106/1530) *LK*
County Counsel

DATE: November 9, 1994

SUBJECT: Rockwood Water District; Vacancies on
District Board

Question

The Rockwood Water District (RWD) manager has requested that the County Commission fill two vacancies on the RWD Board. However, two remaining RWD Board members insist that County Commission action is unwarranted. You ask whether the County Commission is required by law to make the appointments.

The answer is a slightly qualified yes.

Discussion

ORS 198.320(1) provides:

Except as otherwise provided by law, a vacancy in an elected office in the membership of the governing body of a district shall be filled by appointment by a majority of the remaining members of the governing body. If a majority of the membership of the governing body is vacant or if a majority cannot agree, the vacancies shall be filled promptly by the county court of the county in which the administrative office of the district is located.

The statute authorizes action by the County Commission in two circumstances: (1) a majority of the seats on the district board

Commissioner Sharron Kelley
November 9, 1994
Page 2

are vacant or (2) a majority of the remaining members of the board cannot agree.

You inform me that two of the five seats on the RWD Board are now vacant. Thus, if this is a case for action by the County Commission, it must be because "a majority cannot agree."

There is controversy over whether this is a case where "a majority cannot agree." The details are stated in the enclosed November 3 letter to Bev Stein from the RWD Manager, Duane Robinson. In sum, an appointment to fill one vacancy was made October 18 by two of the three remaining members. However, the appointment was not made at an official RWD meeting (no quorum). Legal counsel for the RWD has declared the October 18 appointment null and void for lack of a quorum. From Mr. Robinson's letter, it appears unlikely that a quorum of the RWD will assemble.

The situation comes down to this: although a majority (two members) of the remaining members of the RWD board agree on who should be appointed to fill a vacancy, they cannot act because a quorum of the Board cannot be assembled. The question is whether this circumstance requires the County Commission to fill the vacancies. because, in the wording of ORS 198.320(1), "a majority cannot agree."

This is obviously a debatable point, but in my view the answer is yes, with a caveat discussed below (point 3). Here is my rationale:

1. The controlling quorum statute, ORS 264.430(2), provides that "a majority" of a district board makes up a quorum to do business. It is reasonable to read "majority" in that statute to mean a majority of the full membership of the district board (three members). See Simmons v. Holm, 229 OR 373,384 (1961). Thus, unless three members are present at a meeting, RWD cannot conduct business.¹

¹ I doubt a court would read ORS 198.320(1) to create an exemption from the normal quorum rule. The second sentence of ORS 198.320(1) dictates what should happen when a majority of the seats on a district board are vacant, i.e., when it is impossible to obtain a quorum. In that instance, the County Commission fills vacancies. Read as a whole, ORS 198.320 permits remaining board members to act only where a quorum of the body is still intact. I believe that if the legislature intended to alter the usual rule that a quorum must be present for the conduct of business, it would have made that intent clear in ORS 198.320.

Commissioner Sharron Kelley
November 9, 1994
Page 3

2. I agree with RWD's counsel that making appointments to fill vacancies is official business of the district. There are no Oregon cases on this point, but there are cases from other jurisdictions See, e.g. Burns v. Stenholm, 17 NW2d 781, 783 (Mich. 1945) ("It is our opinion that when only two members of the commission are in attendance at any regular or special meeting they are limited in power and may only adjourn or compel attendance of absent members. They may not transact any business such as making an appointment to fill a vacancy in the city commission").

3. The real difficulty lays in deciding at what point the RWD Board is incapable of official action to fill vacancies due to the quorum problem. We know from Mr. Robinson's letter that a quorum could not be assembled on October 18. But we do not know whether a quorum could be established in the future. It may even be possible for the two concurring members to seek judicial assistance to compel attendance of the third member.²

The correspondence from RWD indicates that it is unlikely a quorum of the Board can be assembled. I believe this is sufficient to trigger County Commission action under ORS 198.320(1). The statute directs that vacancies must be filled "promptly" by the County Commission if a majority [of the district board] cannot agree. The mandate for prompt action would be violated by waiting indefinitely for a quorum of the remaining members to assemble. See Flask v. Idaho, 73 NE 2d 195 (Idaho Supreme Court) (1947) (Council's inability to muster a quorum to fill vacancy was a "failure to act" within law authorizing Mayor to fill vacancy if council failed to act within 30 days.) In Flask, the court gave considerable weight to the policy of minimizing the time that elective offices remain vacant.

For the above reasons, I conclude that the circumstances warrant action by the County Commission to fill the vacancies on the RWD Board.

cc Maria Rojo de Steffey
Duane Robinson, RWD
Frank Josselson
Herb Brown

²

I am unaware of Oregon authority on this point, but courts elsewhere have granted this type of relief. See, e.g. Smith v. Ghiqliotty, 530 A2d 68 (N.J. Superior. Court) (1987) (ordering recalcitrant council members to attend meeting to fill vacancy.



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

MEMO

TO: EDDIE

FROM: CARRIE PARKERSON,
BOARD CLERK

DATE: DECEMBER 9, 1994

SUBJECT: PUBLIC NOTICE

Please publish the following public notice on Saturday, December 17, 1994 and Wednesday, December 21, 1994. Please send Invoice to the Office of the Board Clerk, Attn: Carrie Parkerson, 1120 SW 5th Avenue, Suite 1510, Portland, OR 97204. Thank you.

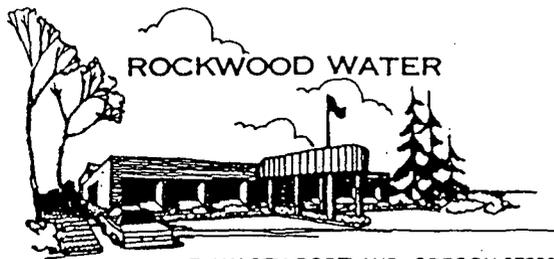
PUBLIC NOTICE MULTNOMAH COUNTY, OREGON

Pursuant to ORS 198.320, the Multnomah County Board of Commissioners will hold a public hearing on Thursday, January 12, 1995 at 9:30 a.m., in Room 602 of the Multnomah County Courthouse, 1021 SW 4th Avenue, to consider candidates to fill two vacancies on the Board of the Rockwood Water District.

Interested Persons must be residents of the Rockwood Water District and must file written Statements of Interest in filling the vacancies at the Office of the Multnomah County Board Clerk, on or before 4:30 p.m., Friday, December 30, 1994.

*Multnomah County, Oregon
Office of the Board Clerk
1120 SW 5th Avenue, Suite 1510
Portland, Oregon 97204
(503) 248-3277 or
(503) 248-5222*

*Filed on
12-9-94
To: 665-2187
Greston Outlook*



19601 N.E. HALSEY, PORTLAND, OREGON 97230-7489
665-4179 fax 667-5108

November 3, 1994

Bev Stein, Chair
Multnomah County Commission
1120 SW Fifth #1410
Portland OR 97204

Dear Chair Stein:

Since signing my November 2, 1994 letter a question has come up about the scheduling of the October Water District Board meeting. I have listed the facts below and attach copies of the correspondence.

At the September 7, 1994 Water District meeting the four Commissioners agreed on a routine date and time for monthly meetings, that being the third Tuesday of each month between 6:30 and 7 pm. They all knew and agreed to conclude prior to 7 pm as the PUD Board meetings are scheduled to commence at this time. Everyone knew this would not be a problem as all during the year the Water District has not had any real business to conduct, meetings generally lasted three to eight minutes, and many meetings were telephone conference calls.

The October Water District meeting was scheduled for the 18th, however, due to a potential lack of quorum problem, October 11th was suggested in my letter of October 4th, copy attached. Herb Brown called me by phone on October 7th advising the date did not work for both he and Pat Brown. I reiterated we would not have a quorum on October 18th so we couldn't have a meeting that evening and we would just keep trying for a mutually convenient date for everyone

This lack of an agreeable date between the four Commissioners has been an ongoing issue as three meetings prior to the September 7th meeting were cancelled for the same reasons. It was really not a problem as, I have stated previously, there was no real business to conduct anyway.

After my agreement with Mr. Brown to work on a new date Mr. Stallings resigned. I then sent my October 13th letter, copy attached. I felt this was what everyone wanted

Letter to Multnomah County Chair
3 November 1994
Page Two

especially since the Browns called for the County intervention at the September meeting during the difficulty to appoint a new Commissioner.

When I learned the Browns planned to have a two person meeting, which was not advertised since the October meeting had been cancelled, I contacted legal counsel. I was advised to send a letter requesting County intervention and assistance, which I did.

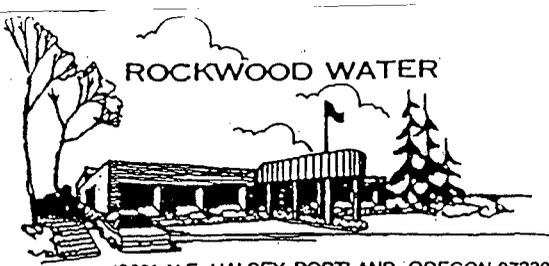
I hope the above sheds additional light on this issue.

Very truly yours,


Duane E. Robinson
Manager

mvh

cc: Rockwood Water District Board
Rockwood Water PUD Board
Frank Josselson



19601 N.E. HALSEY, PORTLAND, OREGON 97230-7489
665-4179 fax 667-5108

October 4, 1994

Herb and Pat Brown
1546 SE 138th
Portland OR 97233

Re: RWD Board Meeting

Dear Herb and Pat:

John Vogl has communicated that he will be unable to attend an October 18th 6:30 pm RWD Board meeting. When I communicated this to Bill Stallings he commented that he will be running late for the PUD meeting that day himself. In other words, he will not be available at 6:30 either.

The preceding Tuesday, the 11th, at 6:30 was acceptable to both of them, and I wonder if this works into your schedules.

Please communicate with me as soon as possible.

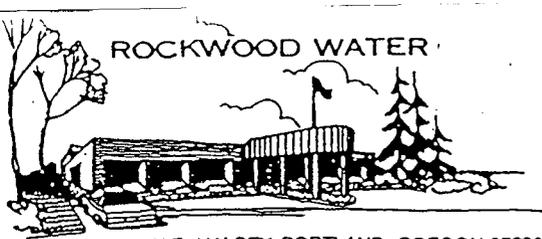
Very truly yours,

A handwritten signature in cursive script, appearing to read "Duane E. Robinson".

Duane E. Robinson
Manager

mvh

cc: John Vogl
Bill Stallings



19601 N.E. HALSEY, PORTLAND, OREGON 97230-7489
665-4179 fax 667-5108

13 October 1994

TO: Herb Brown
Pat Brown
John F. Vogl

Re: 18 October 1994 Rockwood Water District Board Meeting

The date of October 11, 1994 as an attempted alternate board meeting date did not work out to a majority of the board. This earlier date had been a suggested alternate inasmuch as John Vogl could not attend the meeting on the 18th, plus an additional problem.

Since then Bill Stallings has resigned from the Water District Board. He still remains on the PUD board. This clearly means we will not have a quorum available for the proposed meeting on the 18th of October.

In light of this new occurrence, it seems appropriate to formally petition the Multnomah County Board of Commissioners to appoint two new commissioners to the Rockwood Water District Board.

Unless a majority of the board directs me not to take this action I will plan on sending a letter on October 21, 1994 requesting the assistance of the Multnomah County Commissioners.

Very truly yours,

A handwritten signature in cursive script, appearing to read 'D. Robinson', is written over a horizontal line.

Duane E. Robinson
Manager

mvh

cc: Ray Beach
Frances Hyson
Paul Laramie
Judy Parry
Fredric Saylor
Frank Josselson

Chair - Bev. Stein

RECEIVED R2

NOV 29 1994

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT MULTNOMAH COUNTY CHAIR

BEVERLY STEIN

Handwritten signature

Approved 6/30/93

Rockwood Water District and Rockwood Water People's Utility District hereby enter into the following agreement, amending their 1990 intergovernmental agreement, effective June 30, 1990:

RECITALS

1. By their Intergovernmental Agreement of June 27, 1990 (referred to here is the 1990 IGA), Rockwood Water District and Rockwood Water People's Utility District created a joint department of the two districts, to be known as "Rockwood Water," to perform the functions of both districts as specified in the agreement. Rockwood Water District transferred to Rockwood Water PUD its title and possession of water mains, service installations, reservoirs, structures, facilities, improvements, easements, real and personal property and other property other than money or liquid assets, and other than Rockwood Water District's interest in contracts with the City of Portland for the purchase and sale of water.

2. Pursuant to section 1 I. of the IGA, Rockwood Water District transferred to the joint department certain amounts of money.

3. In accordance with the IGA, the joint department has operated the business of water service, maintenance of capital assets, billing and record keeping, and other functions for both entities, since the effective date of the agreement. The Rockwood Water PUD has established its stability and competence

in the views of the voters and customers of the area served by it.

4. Rockwood Water District plans to place before the people of the District a resolution for the dissolution of the water district, in view of the large portion of the district that has been annexed by the City of Portland and the City of Gresham, and because its functions are now limited to support of the joint department, and because the cost of maintaining a separate water district board is unjustified.

5. It is necessary and convenient to restructure the relationship between Rockwood Water District and Rockwood Water and Rockwood Water PUD well in advance of the dissolution of the Rockwood Water District, if it occurs, to avoid any unexpected difficulties or uncover them, before the dissolution of the Water District and at a time when any omissions can be rectified.

THEREFORE, Rockwood Water District and Rockwood Water People's PUD agree as follows:

Section 1: Amendment of IGA

The IGA of June 27, 1990, between the parties, is amended in accordance with the provisions of this agreement. Except as expressly amended or unless contradicted by provisions of this 1993 amendment to the IGA of 1990, the provisions of the 1990 IGA continue in force and effect as if restated here.

Section 2: Joint Department Functions, Assets and Power Transferred to PUD

All functions, rights, assets and powers transferred by the

Rockwood Water District to the joint department pursuant to the IGA of June 27, 1990, are transferred by the Rockwood Water District to the Rockwood Water PUD.

Section 3: Assignment of Contracts.

Rockwood Water District hereby assigns to the Rockwood Water PUD its rights and obligations in all contracts with other parties to which Rockwood Water District is a party; except that, if such assignment is unlawful and would result in the contract in question becoming void or voidable, no such assignment shall have occurred; and in that case, Rockwood Water District shall not assign the contract, but shall exercise its authority under ORS 190.101(4), and agrees that its functions and obligations under that contract with the City of Portland shall be performed by the Rockwood Water PUD and that the Rockwood Water PUD shall perform all the Rockwood Water District's functions and obligations with respect to the retail sale of such water to the customers of the Rockwood Water District.

Section 4: Assignment of Water Rights

Rockwood Water District assigns to the Rockwood Water PUD any and all water rights of Rockwood Water District, and pursuant to ORS 190.030, vests the Rockwood Water PUD with any and all powers and authorities of Rockwood Water District to claim water rights, including any priority in water use available to Rockwood Water District for the service of the customers of Rockwood Water District and the Rockwood Water PUD.

Section 5: Functions of PUD; Transfer of Employees; Etc.

5. Section 1 of the IGA of June 27, 1990 is amended to provide as follows:

Section 1

A. Rockwood Water District hereby agrees that all the functions and activities of Rockwood Water District shall be performed by the Rockwood Water PUD.

B. The department formed as Rockwood Water pursuant to the agreement of the parties of June 27, 1990 shall hereafter be a department of the Rockwood Water PUD, solely. The Rockwood Water PUD shall have the exclusive right to use the name Rockwood Water as a trade or business name. The committee created by Section 1 B. of the IGA of June 27, 1990, is dissolved and terminated as of the effective date of this agreement, and Rockwood Water shall be managed, controlled and directed solely by the Rockwood Water PUD.

X (C. The manager and other employees of Rockwood Water shall be solely the employees of the Rockwood Water PUD, as off the effective date of this agreement.

D. After the effective date of this agreement, the Rockwood Water PUD shall be responsible for acquiring future water resources and for maintaining, constructing, and acquiring all water lines, works, equipment, and facilities used or needed to provide water to the customers of both the Rockwood Water PUD and Rockwood Water District, and shall be responsible for ensuring that water is delivered to the customers of both districts.

Rockwood Water District shall not perform, engage in or participate, directly or indirectly, in any activity delegated to the Rockwood Water People's PUD pursuant to this amended intergovernmental agreement, either in competition with the Rockwood Water PUD or otherwise.

E. Except as otherwise provided in this agreement, the Rockwood Water PUD shall have the sole right to use all equipment, facilities, and funds transferred to it under this agreement to perform the functions for which it is responsible and shall have the authority to acquire all funds and to purchase, lease, or otherwise acquire all facilities, equipment and supplies needed by it to perform its functions, as fully as could either of the signatory districts.

F. The Rockwood Water PUD shall be solely responsible for setting rates at which water is sold to the customers of both districts.

G. The Rockwood Water PUD shall be responsible for billing all customers of and collecting all funds owed to the signatory districts, and for maintaining all appropriate accounts, and paying all obligations of the signatory districts.

H. The Rockwood Water PUD shall employ all personnel required to perform the functions for which it is responsible. All current employees of the joint department established pursuant to the June 27, 1990 IGA shall become employees of the Rockwood Water PUD, solely. The Rockwood Water PUD shall be responsible for paying or otherwise fulfilling all obligations

owed to its employees and to the current employees of the joint department except as otherwise provided in this agreement.

I. Rockwood Water District shall transfer to the Rockwood Water PUD any funds held by Rockwood Water District or hereafter coming into the possession of Rockwood Water District, on account of water sold to customers of the Rockwood Water up to and including the date of the effective date of this amendment to the intergovernmental contract, or on account of any obligation to Rockwood Water District accruing up to and including the date of the effective date of this amendment (including, but not limited to, refunds for overpayment, refunds of deposits, proceeds of contracts, compensation for loss or damages to property). The Rockwood Water PUD assumes liability for all obligations of the Rockwood Water District accruing up to and including the date of the effective date of this amendment (including, but not limited to, claims for injuries, negligence in supply of water, and underpayment of contract obligations).

J. The Rockwood Water PUD shall have the right to exercise all powers of Rockwood Water District except those powers which, by law, can be exercised only by Rockwood Water District.

Section 6: Assistance in Dissolution of District

A. To the extent that the Rockwood Water District requires financial and administrative assistance in dissolution of the District in accordance with law, the Rockwood Water PUD shall provide such assistance. Pursuant to this paragraph the Rockwood Water PUD will pay dissolution election costs if Rockwood Water

District fails to retain sufficient funds to do; provide administrative and clerical assistance to the Rockwood Water District board in connection with the preparation of a plan of dissolution; pay consultant and legal costs in connection with the dissolution, and provide facilities for the board to conduct dissolution activities for the remainder of the time it is needed. In addition, the Rockwood Water PUD will provide such other support to Rockwood Water District as is reasonably related to the purposes of this agreement and requested by the Rockwood Water District.

B. Rockwood Water District will provide for tail insurance coverage for its directors out of its remaining funds; or, if its remaining funds are inadequate for this purpose, the Rockwood Water PUD will provide such coverage at the current policy amounts. In addition, the Rockwood Water PUD shall defend by its own counsel in behalf of itself and of Rockwood Water District any legal challenge by any other person or entity, to the validity, or concerning the construction or enforcement, of the IGA of June 27, 1990, or of these amendments. Rockwood Water District delegates to the Rockwood Water People's PUD its defense of any such action, and Rockwood Water District and the Rockwood Water People's PUD each waives any potential conflict of interest in such joint legal counsel.

Pursuant to official action of their governing bodies on the 30th day of June, 1993, Rockwood Water District and Rockwood Water PUD have agreed to this amendment to intergovernmental

PUBLIC NOTICE
MULTNOMAH COUNTY, OREGON

Pursuant to ORS 198.320, the Multnomah County Board of Commissioners will hold a public hearing on Thursday January 12, 1995 at 9:30 a.m., in Room 602 of the Multnomah County Courthouse, 1021 SW 4th Avenue, to consider candidates to fill two vacancies on the Board of the Rockwood Water District.

Interested Persons must be residents of the Rockwood Water District and must file written Statements of Interest in filling the vacancies at the Office of the Multnomah County Board Clerk, on or before 4:30 p.m. Friday December 30, 1994.

Multnomah County, Oregon
Office of the Board Clerk
1120 SW 5th Avenue, Room 1510
Portland, Oregon 97204
(503) 248-3277 or
(503) 248-5222

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

In the Matter of Establishing a Process)
for Filling Vacancies on District Boards)
Pursuant to State Law.)

RESOLUTION NO. 94-229

WHEREAS, the Board of County Commissioners of Multnomah County has been advised that a vacancy exists on the Board of the Rockwood Water District and that the remaining Rockwood Board members are unable to agree on selecting persons to fill the vacancies; and

WHEREAS, state law (ORS 198.320) provides that if a majority of the Rockwood Board cannot agree on filling the vacancy, the vacancy "shall be filled promptly by the county court of the county in which the administrative office of the District is located"; and

WHEREAS, it is in the public interest that the Board of Commissioners establish and publicize a process for filling such a vacancy; and

THEREFORE, BE IT RESOLVED the Board has considered the matter at a public hearing, and has determined that the following should be the process for filling a vacancy under ORS 198.320:

1. Statements of interest in filling each vacancy shall be filed in the office of the Clerk of the Board on or before 4:30 p.m., December 30, 1994.
2. Candidates shall be registered voters of the District in question and shall set forth their qualifications in the written statement of interest; no particular format shall be required for the statement.
3. The candidates for each vacancy shall be heard by the Board at a public meeting, to be held January 12, 1995.
4. At the conclusion of the hearing, the Board shall vote to fill each vacancy.
5. The Clerk of the Board shall publish notice of the above stated process in the Gresham Outlook at least seven (7) days before the deadline for candidate statements of interest.

ADOPTED this 1st day of December, 1994.



By Beverly Stein
Beverly Stein, Chair

REVIEWED
By Laurence Kressel
Laurence Kressel, County Counsel
of Multnomah County, Oregon

BCC ✓
//

Jeanne Orcutt
4201 N.W. 3rd Street
Gresham, OR 97030

December 2, 1994

Office of the Board Clerk
Suite 1510, Portland Building
1120 S.W. Fifth Avenue
Portland, Oregon 97204

Attention: Carrie Parkerson,
Board Clerk of Multnomah County Commission

Dear Ms. Parkerson,

I inadvertently used the wrong date in a portion of my testimony to the Multnomah County Commission on December 1, 1994 relative to Agenda Item R-2.

I submit the following correction so that the record will be accurate:

"The November board meeting was canceled because a majority of the remaining board was not present. It is interesting that John Vogl, who did not attend the Rockwood Water District board meeting on ~~October/1994~~ November 15, 1994, arrived shortly after 7:00 p.m. that same evening for the P.U.D. board meeting. Fredric Saylor could not attend the ~~October~~ November Rockwood Water District board meeting because he had to work that evening."

Please distribute a copy of this letter to each commissioner and to Chair Stein.

Thank you.

Yours truly,

Jeanne Orcutt
Jeanne Orcutt

BOARD OF
COUNTY COMMISSIONERS
1994 DEC - 6 PM 4:02
MULTNOMAH COUNTY
OREGON

RECEIVED
DEC 22 1994
BEVERLY STEIN
MULTNOMAH COUNTY CHAIR

APPLICATION TO SERVE AS BOARD MEMBER
OF
ROCKWOOD WATER DISTRICT

NAME Judy J. Parry

ADDRESS 14432 SE Morrison, Portland, OR

HOME TELEPHONE 257- 2655 WORK TELEPHONE 275-1524

OCCUPATION Real Estate Asset Mgmt. - Bank of America

LENGTH OF TIME IN DISTRICT 8 Years

REASONS FOR APPLYING I am currently a Rockwood Water PUD
Director, and have so served since 1992. I am totally
aware of all Rockwood Water issues, both Water District
and PUD. Also, I am in the annexed, but not withdrawn
area, and eligible to serve as a Water District Commissioner.

MEMBERSHIP IN OTHER ORGANIZATIONS/GROUPS Securiteam with
Bank of America.



RECEIVED
DEC 22 1994
BEVERLY STEIN
MULTNOMAH COUNTY CHAIR

APPLICATION TO SERVE AS BOARD MEMBER
OF
ROCKWOOD WATER DISTRICT

NAME Raymond L. Beach

ADDRESS 14230 S. E. Stephens St., Portland

HOME TELEPHONE 254-4748 WORK TELEPHONE _____

OCCUPATION Retired

LENGTH OF TIME IN DISTRICT 31+ years

REASONS FOR APPLYING Water District Commissioner 1/92 through
6/93. Water District Budget committee member 1991, 1993
through 1994. Also, on Budget committees of Church, high school
Booster club, Band parents club and Boy Scouts.

MEMBERSHIP IN OTHER ORGANIZATIONS/GROUPS Centennial H.S.
Booster club and Band Parents, Boy Scouts, Pres. Bd of
trustees, Church of Christ.

Raymond L. Beach

SURNAME <i>Beach</i>		GIVEN NAME <i>Raymond Lester</i>		PARTY <i>Dem</i>
PRECINCT <i>4124</i>	RESIDENCE (Sec., Twp. and Range; Street and No.) <i>9319 S.E. Taylor St</i>			<i>92</i>
P. O. ADDRESS <i>(Where Mail is Received) R.F.D. or BL No.</i>		SPOUSE'S NAME <i>Hazel L Beach</i>		
OCCUPATION <i>Electrician</i>		SPOUSE BORN WHERE (If unmarried state as) <i>Arkansas</i>		
WHERE BORN CITY <i>Portland</i>		COUNTY <i>Oregon</i>	STATE OR COUNTRY <i>Oregon</i>	
DATE OF BIRTH <i>May 29 1926</i>		PARENT'S FULL NAME: FATHER <i>Albert J Beach Sr</i>		
DATE MARRIED		MOTHER'S MAIDEN NAME <i>Martha C Parker</i>		
NATURALIZATION RECORD (Final or Second Papers Must Be Exhibited)		Period of Time Resided in State Preceding Date of Registration YEARS <i>34</i> MONTHS		
HUSBAND		NAME OF COURT		
FATHER (Erase titles in suit)				
I declare under oath or affirmation that I am a citizen of the United States and a qualified elector over 21 years of age, and that the statements made by me and herein entered as to my qualifications as an elector are true and I am in good faith a member of the party with which I have registered.		The applicant is able, except for physical disability, to read and write English. Subscribed and Sworn to (or Affirmed) before me <i>April 18 1960</i>		
WARNING: Any elector who supplies any information, knowing it to be false, is punishable upon conviction by imprisonment in the penitentiary for not more than two years or by a fine of not more than \$5,000, or both.		JOHN D. WELDON, Registrar of Elections Multnomah County, Oregon By <i>A. Benish</i> Deputy Official Registrar Form R&E 5		
Signature of Elector <i>Raymond Lester Beach</i>		Sign Full Name		

COUNTY OF MULTNOMAH)

I, VICKI K. ERVIN, DIRECTOR OF ELECTIONS FOR THE COUNTY OF MULTNOMAH, STATE OF OREGON DO HEREBY CERTIFY THAT THIS INFORMATION IS THE SAME AS APPEARS ON RECORD IN MY OFFICE.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE SEAL,

THIS *17th* DAY OF *January*, 19*65*.

VICKI K. ERVIN
DIRECTOR OF ELECTIONS

BY *Raymond Lester Beach*

SURNAME <i>AA016154 BEACH, RAYMOND.L</i>		GIVEN NAME <i>Raymond Lester</i>		PARTY <i>Dem</i>
PRECINCT <i>5518</i>	POST OFFICE ADDRESS <i>14230 S.E. Stephenson St</i>			
RESIDENCE				
OCCUPATION <i>Electrician</i>				
I hereby request that my previous registration in <i>4124</i> Precinct, Multnomah County, Oregon, be transferred for the reason that I have changed my residence.				
I hereby request that my politics be changed from _____ to <i>11-11-085</i> and that I am in good faith a member of said party.				
Signature of Elector <i>Raymond L Beach</i>		Subscribed and sworn to before me this <i>27th</i> day of <i>March</i> , 19 <i>65</i> JOHN D. WELDON, REGISTRAR OF ELECTIONS, Pro-Tem. By <i>[Signature]</i> Deputy		

MEETING DATE: January 10, 1995

AGENDA NO: R-3

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Hearings Officer Decision

BOARD BRIEFING **Date Requested:** _____

Amount of Time Needed: _____

REGULAR MEETING: **Date Requested:** January 10, 1995

Amount of Time Needed: 10-15 minutes

DEPARTMENT: DES **DIVISION:** Planning

CONTACT: Sarah Ewing **TELEPHONE #:** 248-3043 ext. 2610
BLDG/ROOM #: 412/109

PERSON(S) MAKING PRESENTATION: Gary Clifford

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Report of Hearings Officer Decision on MC 1-94/LD 13-94. Approved with conditions.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Del. Betsy Williams / Mike Oswald 12/28/94

1994 DEC 30 11:34 AM
MULTNOMAH COUNTY
CLERK OF COUNTY COMMISSIONERS
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



CASE NAME: 3 Parcel Land Division with Access by Easement

NUMBER: LD 13-94 / MC 1-94

1. Applicant Name/Address:

Gran Marque, Inc.
560 1st Street
Lake Oswego, OR 97034

ACTION REQUESTED OF BOARD	
<input checked="" type="checkbox"/>	Affirm Plan.Com./Hearings Officer
<input type="checkbox"/>	Hearing/Rehearing
<input type="checkbox"/>	Scope of Review
<input type="checkbox"/>	On the record
<input type="checkbox"/>	De Novo
<input type="checkbox"/>	New Information allowed

2. Action Requested by applicant:

Approval of a three parcel land division. The site does not abut a public road and obtains access through a private easement that connects to SW Military Road. Approval would result in two additional single family residences using the private easement.

3. Planning Staff Recommendation:

Approval with conditions.

4. Planning Commission or Hearings Officer Decision:

Approval with conditions.

5. If recommendation and decision are different, why?

The recommendation and the decision are the same.

ISSUES
(who raised them?)

- A. A neighboring property owner located on the existing easement questioned whether the private easement will "provide safe and convenient access." All surrounding lots have been developed off a private easement with no direct frontage on a public street. There is no way to provide public street frontage to the subject lot. The Hearings Officer found that the relatively low traffic volumes on the local street system, plus the traffic from this additional development (two homes) will not jeopardize the safety or convenience of the roadways in this area.
- B. The Hearings Officer determined that the private easement is a "private road" and is subject to the same construction standards as those for local public roads as given in the County Street Standards Code. This has not been past practice and would require, for example, a fifty foot wide right-of-way, 28 foot width pavement, curbs, and sidewalks instead of the 20 foot wide roadway with no curbs or sidewalks of the proposed easement. The proposed 20 foot wide improvements were deemed adequate by the fire service provider (Lake Oswego Fire Department). The Hearings Officer determined that the greater requirements of the local street standards in the County Street Standards Code could be varied for this proposal only by the granting of a variance by the County Transportation Division. A variance has been administratively approved. The Hearings Officer's approval is conditioned upon final approval of that variance. This has policy implications in that it would be extremely burdensome to require public street improvement standards for most access by easement situations which typically serve only one to three homes.
- C. The neighboring property owner questioned whether Parcels 2 and 3 were suitable for development due to slope hazards, erosion and drainage problems, and impact on an on-site spring. The applicant responded with expert testimony from a registered geologist and engineer, and with testimony from a planner. After weighing the evidence, the Hearings Officer determined that the applicant's information and plans adequately established that the site is not unsuitable or incapable of being made suitable for the intended residential uses.

1994 DEC 23 PM 2:48

BEFORE THE LAND USE HEARINGS OFFICER

FOR MULTNOMAH COUNTY, OREGON

Regarding an application by Gran)
Marque, Inc. for a 3 lot partition)
and use of a private easement for)
access to the partition, located at)
01400 S.W. Military Road, in)
unincorporated Multnomah)
County, Oregon)

FINAL ORDER

MC 1-94/LD 13-94

I. SUMMARY OF THE REQUEST

A. LAND DIVISION

The applicant seeks to partition the site into three parcels. The existing site contains approximately 3.60 acres. Proposed Parcel 1 has an existing single family dwelling and will contain approximately 62,460 square feet. Parcels 2 and 3 are currently vacant and contain approximately 37,280 and 44,238 square feet, respectively.

B. ACCESS BY EASEMENT

The site does not currently abut a public road. The existing house on Parcel 1 has access to S.W. Military Road via a set of existing private easements. Access to Parcels 2 and 3 is proposed via an easement along the northern edge of the site that would connect to the existing private easements previously mentioned.

II. HEARING AND RECORD

The initial public hearing on these applications was held on July 20, 1994. At that hearing, testimony was presented by the applicant and by neighboring property owners concerning the application. At the close of the hearing, the Hearings Officer kept the record open until August 24, 1994, to allow the applicant to respond to testimony from the opponents and to allow for written rebuttal testimony. Subsequently, the applicant requested a continuance in order to initiate a variance from certain provisions of the County Street Standards Code. The Hearings Officer issued an Intermediate Ruling granting the applicant's request. The Intermediate Ruling also re-opened the hearing to allow for further public testimony concerning the relevance of the variance request, and to allow the Hearings Officer

to pose questions to the parties based upon the additional information that had been submitted since the last hearing in July.

A hearing was held on November 17, 1994 where the parties presented additional testimony concerning the relevance of the variance, and responded to questions raised by the Hearings Officer. The written record was left open until November 30, 1994 in order for the parties to submit final rebuttal memorandums.

III. FINDINGS

The Hearings Officer adopts and incorporates by reference the findings of fact as contained in the November 17, 1994 staff report, beginning on page 8 of that report and concluding on page 19 of that report (attached as Exhibit 1), except to the extent expressly modified or supplemented below.

IV. DISCUSSION

A. LAND DIVISION

1. Conformance With Comprehensive Plan Policies

Policy 24 (Housing Location) § 2(A)(2) requires that minor residential projects have "direct access from the project to a public street." The proposed lots have direct access to Military Road, a public street, by way of a set of private easements which burden three underlying tax lots. From these existing easements, the applicants are proposing the extension of an additional easement to serve parcels 2 and 3. Therefore, the Hearings Officer finds that the project has direct access to a public street (Military Road) via the private easements described.

2. Conformance With MCC 11.45.490 (Street Layout)

This section requires the arrangement of streets in a land division to be designed as follows:

"1. To conform to the arrangement established or approved in adjoining land divisions."

Findings. The Hearings Officer finds that the parent parcel, and other adjoining parcels in the area, were laid out in such a manner so as to be served by the private easements which currently serve these parcels. The existing private easements are the only viable access to the parent parcel and to the other parcels they currently serve. The

applicant's proposal to create additional parcels that would be served off the existing easements reasonably conforms to the arrangement established by adjoining land divisions. Therefore, this criteria is met.

"2. To continue streets to the boundary of any adjoining undivided tract where such is necessary to the proper development of the adjoining land."

Findings. The Hearings Officer finds that in this case, it is not necessary to continue the easement (private street) to the boundary of adjoining land, because additional development to the west is not contemplated. Therefore, there is no need to extend the private street easement beyond where it is proposed to be located.

"3. To assure the maximum possible preservation of existing slopes, vegetation and natural drainage."

Findings. The Hearings Officer finds that the path of the new easement can be built so as to maintain reasonable distances from significant slopes, vegetation or natural drainage patterns. The Hearings Officer agrees with the conclusions set forth in the May 17, 1994 letter from the applicant's arborist which indicated that the large trees and row of Poplars along the northern portion of the property can be avoided by meandering the easement. Therefore, the proposed access and site layout can assure the maximum possible preservation of existing vegetation.

Proposed Parcel 2 contains a small pond and some slopes and Parcel 3 contains more significant slopes. A report from geologist David Rankin adequately addresses the suitability of Parcels 2 and 3 for residential construction and discusses how erosion and drainage issues can be dealt with in the future development of these parcels. Additional review by the County will be required prior to development to consider specific proposals for erosion control for any hillside development. Therefore, the Hearings Officer concludes that this criteria can and will be met subject to further review by the County, as required in the conditions of approval.

"4. To limit unnecessary through traffic in residential areas."

Findings. The Hearings Officer finds that the additional traffic that will be attracted and generated by the proposed development will not be "through traffic", because the local roadway system (i.e. the private easements) do not create an opportunity for through traffic. Therefore, this criteria is met, to the extent it applies.

"5. To permit surveillance of street areas by residents and users for maximum safety."

Findings. The Hearings Officer finds that the lay of the land and the nature of surrounding development permits adequate surveillance of the street area by residents and users. Therefore, this criteria is met.

"6. To assure building sites with appropriate solar orientation and protection from winter wind and rain."

Findings. The proposed land division satisfies the solar access provisions of the zoning ordinance as detailed in the staff report. The size of the building sites and the relatively protected nature of the area provide reasonable assurances that the site will be protected from winter wind and rain.

"7. To assure stormwater drainage to an approved means of disposal."

Findings. The Hearings Officer finds that there is substantial evidence in the record that it is technically feasible to provide hardline drainage as called for in the geotechnical report prepared by Applied Geotechnical, Inc. The August 23, 1994 letter from David Bick of DEA confirms this technical feasibility and suggests additional temporary erosion control measures that may be required. Therefore, this criteria is met, because the evidence in the record demonstrates that it is technically feasible to assure adequate stormwater drainage to an approved means of disposal. The off-site disposal location of the stormwater will be reviewed and approved by the County Engineer.

"8. To provide safe and convenient access."

Findings. The issue of safe and convenient access has been the subject of considerable testimony in this case. The Hearings Officer finds that the relatively low traffic volumes on the local street system, plus the traffic from this additional development (approximately 20 vehicle trips per day) will not jeopardize the safety or convenience of the roadways in this area. Furthermore, the evidence indicates that the narrowness of the street effectively slows vehicle speeds. Evidence in the record indicates that vehicle speeds of 30 miles per hour can be expected. The Hearings Officer also finds that there is adequate sight distance along these easements so long as vehicle speeds do not exceed 30 miles per hour.

Given the above mentioned conditions (low volumes, low speeds and adequate sight distances), the Hearings Officer finds that pedestrian and vehicular access will be safe and convenient. Therefore, MCC 11.45.490(8) can be met.

3. MCC 11.45.540(B) (Sidewalks, Pedestrian Paths and Bikeways)

This section of the code requires that sidewalks shall be required in urban area public streets in accordance with provisions of the Street Standards ordinance. Subsection (B) requires that:

"A sidewalk shall be required along any private street serving more than six dwelling units."

The Hearings Officer finds that the proposed access will only serve six dwellings, namely one dwelling each on Tax Lots 36, 15, 38, and the three proposed dwellings on Lot 14. The opponent has argued that access to Lot 9 is also provided by this set of easements. As the applicant points out, Lot 9 is served by a different branch of the easements as authorized in LD 10-93. MCC 11.45.540(B) was not triggered by the four dwellings on the south branch of the easement even though MCC 11.45.540(B) was in effect at that time. Sidewalks were not required in that case. The Hearings Officer finds that the main branch of the easement serving Lot 14 will serve only six dwellings and therefore that the sidewalk requirement contained in MCC 11.45.540(B), does not apply. However, as noted below, the Street Standards Code applies in this case and it requires sidewalks, unless a variance from those Standards are granted. Therefore, sidewalks would be required, unless or until a variance is obtained.

4. Site Suitability (MCC 11.45.460, MCC 11.45.470 and MCCP Policy 14)

The applicant has responded to these criteria with expert testimony from a registered geologist and engineer, and with testimony from a planner. The Hearings Officer has reviewed this evidence and has considered all contrary evidence and testimony submitted by the opponent. The Hearings Officer finds that the conclusions reached by the applicant's engineer as supplemented by the planner's analysis adequately establish that the site is not unsuitable nor incapable of being made suitable for the intended residential uses due to any of the characteristics set forth in the various provisions of the ordinance. Geologist David Rankin specifically addressed the suitability of Parcels 2 and 3. Mr. Rankin detailed how the erosion and drainage issues can be dealt with in developing these parcels. The report concludes that Parcels 2 and 3 are suitable for residential structures. Mr. Rankin's August 3rd letter further details his site suitability review and specifically responds to Mr. Redfern's report which was previously submitted by the opponent. With regard to the specific criteria in § 11.45.460 and § 11.45.470, the Hearings Officer incorporates and adopts by reference the statements of Robert W. Price as contained in his 3-19-94 rebuttal memorandum (attached as Exhibit 2).

B. ACCESS BY EASEMENT

There has been considerable evidence and testimony submitted concerning the applicability of various standards and requirements in the Street Standards Code (SSC) and how those requirements apply to the subject application. As Mr. Nelson correctly notes in

his November 23 memorandum, the standards and requirements in the Street Standards Code apply to this application. The Hearings Officer agrees with Mr. Nelson's conclusion that the requested private access must be considered to be a "private street" for purposes of this subdivision application, pursuant to the SSC. This private access does not qualify as "private driveway" because it provides access to more than one lot or parcel. (See MCC 11.45.010(Z).) Furthermore, the private access does not qualify as a "accessway" as defined in MCC 11.45.010(A) because it is part of a lot or parcel and it provides access to more than one lot or parcel. Rather, the proposed private access meets the definition of a "private street" in § 11.45.010(AA). That section defines "private street" to mean "a street which is either a private driveway or an accessway which is under private ownership and which passes through or along side the full length or width of a separate lot or parcel either existing or proposed." Since the proposed easement and the existing easement pass along side the sides of the relevant lots, the easement is a "private street" for purposes of § 11.45.

This private street as proposed by the applicant also meets the definition of a "local street," as set forth in the Street Standards Code. The definition of "local street" as set forth in § 3.100(a) indicates that local streets "provide access to abutting property and do not serve to move through traffic. They may be further classified by adjacent land use such as residential, commercial and industrial, and widths will reflect the needs of the adjacent uses." In this case, Table 5.1 (from the Street Standards Code and MCC Chapter 11.60) indicates that local residential streets require a right of way width of 50 feet, a pavement width of between 28 and 32 feet and requires curbs and sidewalks. Therefore, the Hearings Officer concludes that the Street Standards Code will require this private local street to comply with the County's right of way width, pavement width and other requirements, unless a variance from those standards is lawfully granted.

The applicant has requested a variance from the County Street Standards requirements. As part of the County's decision on the variance (attached as Exhibit A to the November 17, 1994 staff report and attached as Exhibit 3 for reference here), Mr. John Dorst, with the County's Transportation Department, concluded that based upon his interpretation of the code, the applicant is not required to comply with street standards that were written only to control "typical local street(s)." The Hearings Officer disagrees with staff's analysis in this regard. As noted by Mr. Nelson, the Board of Commissioners has recently amended the Land Division Ordinance to make the Street Standards Ordinance applicable to private streets. Also, § 11.60.030 of the SSC indicates that the Street Standards Code is applicable not only to all public roads, but also to "all easements or accessways which may be required by (sic) Multnomah County Code. Finally, the proposed access by easement clearly falls within the definition of a "private street" found in § 11.45.010(AA). Therefore, in order to subdivide and develop the site, the applicant's proposed private easement and the existing private easements that will be used to access the site, will be required to meet the requirements of the County Street Standards Code as set forth in Table 5.1, unless or until the applicant obtains a variance from those provisions.

C. EFFECT OF THE COUNTY'S VARIANCE DECISION

The merits of the variance decision issued by Mr. John Dorst are not before the Hearings Officer. One of the primary purposes for reopening the hearing in this case was to discuss the relevance of the County's variance decision. As noted by Mr. Dorst on page 3 of his decision, Table 5.1 of the Street Standards Code calls for a 50 foot right of way width, 28 to 32 foot pavement width, parking on both sides, curbs and sidewalks for local residential streets. Since the applicant is not proposing any of these improvements, the applicant must seek and receive a variance from all of these standards, in order for his proposed access to be acceptable. Mr. Dorst's decision, at page 10, concluded that the criteria for granting a variance were met. Mr. Dorst therefore granted the applicant a variance, by reducing the amount of right of way width from 50 to 20 feet, deleting the requirement for curbs, sidewalks and parking, and adjusting the required pavement width to 20 feet, as approved by the Fire Marshall.

The Hearings Officer concludes that to the extent this variance decision becomes final, it would allow the applicant to develop the property using the access he is currently proposing. Therefore, the Hearings Officer concludes that since the applicant has sought the required variance and has received tentative approval for the variance, it is reasonable to condition approval of these actions on obtaining a final decision granting that variance. In the alternative, the SSC requirements will apply.

If the SSC requirements apply, development of the site may not be possible. In any event, the applicant has not demonstrated whether it is able to meet the requirements of the SSC, and if so, whether it will still be able to meet the other approval criteria.

For instance, if the easement required by the SSC is to be 50 feet wide, and the required improved is 28 feet wide, plus curbs and sidewalks, these improvements may well impact the applicant's ability to meet various partition approval criteria.

Therefore, unless the applicant receives a final decision approving the requested variance, the partition and request for alternative access must be denied. However, since applicant has received administrative approval of the necessary variance, the decision can be conditioned upon final approval of that variance. If the variance is ultimately denied, the applicant will not be able to proceed to final plat approval, because the condition requiring final variance approval would not be met.

D. PROCEDURAL ISSUES

In Mr. Nelson's November 23 memorandum, he alleges that his client was entitled to a continuance of the November 17 hearing because he did not receive the supplemental staff report and the accompanying variance decision until November 15, 1994, two days prior to the hearing. Mr. Nelson cites the Hearings Officer to ORS 197.763(4) for the proposition

that the failure of his client to receive the staff report in a timely way entitled his client to a continuance of the hearing. The Hearings Officer denied Mr. Nelson's request for continuance, but allowed him to submit additional written rebuttal, by November 30.

The Hearings Officer finds that by its terms, ORS 197.763(4)(b) requires the staff report used at the hearing to "be made available at least 7 days prior to the hearing." The fact that Mr. Nelson did not receive the staff report until November 15, 1994 is irrelevant. The statute only requires that the staff report "be made available at least 7 days prior to the hearing."

Even if a procedural violation of ORS 197.763 occurred, the opponent has not alleged any substantial prejudice as a result of the Hearings Officer's alleged failure to grant a continuance. The opponent was provided with an opportunity to submit additional written testimony concerning issues that the Hearings Officer determined to be relevant to the proceeding. Therefore, since the opponent was afforded an opportunity to review the staff report for at least 7 days, and was given an opportunity to submit written rebuttal, no prejudice has occurred.

Finally, at the November 17 hearing, the opponent reraised an issue concerning the validity of the applicant's right to use the easement on Tax Lot 9 for the benefit of all three proposed parcels. The Hearings Officer determined that this issue was beyond the scope of the hearing. As noted in the Hearings Officer's Intermediate Ruling of September 19, 1994, the hearing was re-opened solely for the purpose of receiving evidence concerning the variance requested by the applicant. In addition, the Hearings Officer indicated that he intended to ask questions regarding other information contained within the record. The Hearings Officer indicated at the hearing that the legality of the easement was not within the Hearings Officer's jurisdiction to decide, and that this issue could be argued in an appropriate forum if it was in dispute. Therefore, the Hearings Officer declined the opponent's request to offer rebuttal testimony or evidence on that issue, because it had been determined that the issue was beyond the scope of the hearing.

IV. CONCLUSIONS

The Hearings Officer finds that LD 13-94 and MC 1-94 should be approved because the requests can do or comply with the applicable approval criteria, provided that the conditions of approval set out below are complied with.

V. DECISION

MC 1-94 and LD 13-94 are approved, subject to the following conditions:

1. Approval of this Tentative Plan shall expire one year of the effective date of this decision unless either the partition plat and other required attachments are delivered to the Planning and Development Division of the Department of Environmental Services or an extension is obtained from the Planning Director pursuant to MCC 11.45.420. The partition plat shall comply with ORS Chapter 92 as amended. Please obtain applicant's and surveyor's *Instructions for Finishing a Type I Land Division*. Make the following revision to the partition plat:

2. The applicant shall obtain a final decision from the County granting a variance from the street standards set forth in table 5.1 of the SSC. So long as the variance is granted, the following street standards shall apply, unless otherwise amended or supplemented by the County's variance decision:

A. **Existing Street Running South from Military Road**

Provide improvement of the private local street south of Military Road to a minimum of 20 foot wide unobstructed paved surface. The extent of the improvement shall include the street to the beginning of driveway turnaround at 01404 S.W. Military Road.

B. **Proposed Street Serving Parcels 2 and 3**

The proposed street shall have a 20-foot wide unobstructed paved surface to a point where the furthest wall of the furthest structure on the property is not more than 150 feet to the proposed street. The street shall be reduced to a width of 12 feet with the furthest wall of the furthest structure is less than 150 feet from the street.

C. **Turnarounds**

A turnaround shall be provided for the access road/driveway to Parcels #2 and #3. Turnaround requirements shall comply with items #5 and #6 of the Multnomah County minimum design standards. Where cul-de-sacs with unpaved areas or islands are used, the following minimum turning radii shall be provided:

Outside front wheel radius of fifty (50) feet; inside rear wheel radius of twenty-five (25) feet.

D. **Grades**

Maximum grade shall not exceed 15 percent and maximum cross slope not to exceed 8 percent.

E. **Curvature**

Approach turns to the street serving Parcels 2 and 3 from the existing street shall be designed to accommodate standard fire apparatus.

F. **Parking**

Where parking of vehicles would diminish the minimum 20 foot wide fire access, no parking signs shall be required or additional widening of the street shall be required to accommodate the parking.

G. **Fire Lane Declaration**

The portion of the proposed street from the existing street that is required to be a fire lane should be so noted as a legal declaration of "Fire Lane" on the plat or other recorded documents.

H. **Hydrants**

Hydrants shall be located at intersections and at intervals of no more than 500 feet from intersections in major development. For major or minor partitions which create a new lot or lots, a hydrant shall be no further than 1,000 feet from any of the lots, nor more than 300 feet to the face of the structure. A new hydrant is recommended on the proposed access road/driveway approximately 250 feet from the intersection at Aventine Circus.

I. **Water Lines**

An 8 inch water line is recommended to serve the proposed new hydrant near the intersection of Aventine Circus on the proposed new access road/driveway. Extent of new 8 inch water line would be approximately 250 feet.

J. **Addressing**

Addressing will comply with the Uniform Building Code.

K. **Final Note**

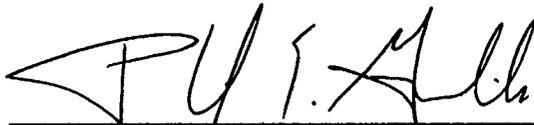
When completed, hydrant flows will determine the number, spacing of fire hydrants required for this project.

Requirements involving Multnomah County Design Standards, the Uniform Fire Code, and the Uniform Building Code (i.e. addressing) are mandatory. All other requirements listed in this document are highly recommended to provide optimum safety in access and fire fighting/rescue/emergency medical capability for responding fire, medical units.

3. Before the Planning Director signs the partition plat, the applicant shall comply with MCC 11.45.680 by executing and filing with the County Engineer an agreement with the County, which shall include:
 - A. A schedule for the completion of required road improvements described in Condition 2 or 3 above, as the case may be;
 - B. Provision that the applicant file with the County Engineer a maintenance bond, on forms provided by the Engineer, guaranteeing the materials and workmanship in the improvements required by this Chapter against defects for a period of 12 months following the acceptance by the County Engineer of the engineer's report described in Condition 6 below; and
 - C. A surety bond, executed by a surety company authorized to transact business in the State of Oregon, or a certified check or other assurance approved by the County Counsel, guaranteeing complete performance. Such assurance shall be for a sum equal to 110% of the actual costs of the improvements as estimated by the County Engineer.
4. Before any construction, site clearing, road building, or grading, obtain a Hillside Development or Grading and Erosion Control Permit pursuant to MCC 11.15.6700-.6730 if applicable. Compliance with the hillside development/grading and erosion control requirements shall be determined by the Planning Director. The decision by the Director shall include notice and opportunity for a hearing before a Hearings Officer as provided in ORS 215.416(11). Contact the Planning Division at 248-3043 for information.
5. Before the issuance of occupancy permits for dwellings on either Parcel 2 or Parcel 3, provide the Planning Director and the County Engineer with an engineer's report certifying that the private access road that will serve Parcels 2 and 3 has been constructed to the specifications shown in the plans prepared for said road.

6. In conjunction with issuance of building permits for either parcel construct on-site water retention and/or control facilities adequate to insure that surface runoff volume after development is no greater than that before development per MCC 11.45.600. Plans for the retention and/or control facilities shall be subject to approval by the County Engineer with respect to potential surface runoff on the adjoining public right-of-way.
7. Before submitting the partition plat, demonstrate approval of a Property Line Adjustment to recognize the 1973 acquisition of the westerly .38 acre of Parcel 3 by the former owner of the subject site.
8. Before the Planning Director signs the final partition plat, provide a copy of the final plat that shows the location of the existing buildings on Parcel 1. Show the surveyed distance from the north and west lines of Parcel 1 to the closest building. To avoid delays, submit this item when you submit the partition plat.
9. Before the Planning Director signs the partition plat, provide a copy of the partition plat that shows the building setback lines (building envelopes) for each new vacant lot. The correct setbacks are 30 feet front, 10 feet side and 30 feet rear. To avoid delays, submit this item when you submit the partition plat. NOTE: The building envelope can be drawn on the same copy of the plat as the setback information required in Condition #7.

It is so Ordered this 23rd day of December, 1994.



Phillip E. Grillo
Hearings Officer

Findings Of Fact (LD 13-94)

1. Applicant's Proposal:

The Land Division Request: Applicant proposes to divide a land containing 3.60 acres into three parcels. Parcel 1 has an existing single-family dwelling and would contain 62,460 Square feet. Parcels 2 and 3 are vacant and would contain 37,280 and 44,238 square feet, respectively,

The Access by Easement Request: The site does not abut a public road. The existing house on Parcel 1 has access to SW Military Road over an existing easement that serves nine other parcels in addition to the subject site. Access to Parcels 2 and 3 is proposed by way of an easement that the applicant would provide along the north edge of the site as shown on the Tentative Plan Map.

Previous Hearing: The first public hearing for the subject application was held on July 20, 1994. At that hearing, testimony was presented by the applicant and by neighboring propriety owners. At the close of the hearing, the Hearings Officer kept the record open to August 24, 1994 to allow for the applicant to respond to testimony from opponents, and to allow for opponents to rebuts that testimony. Subsequently, the applicant applied to the Transportation Division for a variance from the provisions of the County Street Standards Ordinance (MCC 11.60) with respect to right-of-way width, pavement width and provision of curbs and sidewalks for the easement road. The Hearings Officer advised that the public hearing should be re-opened to allow for public testimony concerning the Transportation Division decision on the variance request. The decision of the Transportation Division staff is attached to this Staff Report as Exhibit A and incorporated by reference hereto.

2. Site Conditions and Vicinity Information: Site conditions as shown on the Tentative Plan Map are as follows:

- A. The site is on the south side of SW Military Road and east of SW Terwilliger Boulevard. The northeast corner of the site is about 300 feet south of Military Road. The west edge of the site is about 400 feet east of Terwilliger Boulevard. Land to the west and south consists of a 6.5-acre parcel that fronts on Terwilliger. The 5-lot Tryon Vista subdivision adjoins the site on the north. The H. L. Corbett Estates subdivision adjoins the site to the south. To the east are two parcels containing .5 and .69 acre respectively. In addition to the subject site, the easement road immediately east of the site provides access from Military Road to nine lots and parcels. The easement road intersects Military Road generally opposite the point where SW Aventine Circus intersects Military Road
- B. **Future Street Plan:** The subject site is within an area for which a Future Street Plan was adopted in 1993 as part of the approval of the Tryon Vista subdivision (Land Division case LD 10-93).
- C. **Slope:** Portions of Parcel 3 contain slopes exceeding 40 percent. However, there are areas of Parcel 3 with slopes under 20 percent where a residence could be located. A letter from Engineer David K. Rankin dated March 25, 1994 outlines a preliminary geotechnical reconnaissance of the site and concludes that Parcels 2 and 3 are "suitable for residential structures" but cautions that development "must be sensitive to the delicate state of the slope equilibrium that apparently exists." A condition of approval requires that a Hillside Development and Grading and Erosion Control Permit be obtained before building permit issuance pursuant to MCC 11.15.6700..

EXHIBIT # 1

3. **Land Division Ordinance Considerations (MCC 11.45)**

- A. The proposed land division is classified as a Type I because it is "[A] . . . *partition associated with an application affecting the same property for any action proceeding requiring a public hearing . . .*" [MCC 11.45.080(D)]. The proposed land division is associated with an application to use an easement as a means of access to a proposed lot that will not have any frontage on a dedicated public road. This staff report addresses the application for access by easement under Decision # 2 (MC 1-94).
- B. MCC 11.45.230 lists the approval criteria for a Type I Land Division. The approval authority must find that:
- (1) *The Tentative Plan is in accordance with the applicable elements of the Comprehensive Plan; [MCC 11.45.230(A)]*
 - (2) *Approval will permit development of the remainder of the property under the same ownership, if any, or of adjoining land or of access thereto, in accordance with this and other applicable ordinances; [MCC 11.45.230(B)]*
 - (3) *The Tentative Plan or Future Street Plan complies with the applicable provisions, including the purposes and intent of this Chapter; [MCC 11.45.230(C)]*
 - (4) *The Tentative Plan or Future Street Plan complies with the Zoning Ordinance or a proposed change thereto associated with the Tentative Plan proposal; [MCC 11.45.230(D)]*
 - (5) *If a subdivision, the proposed name has been approved by the County Surveyor and does not use a word which is the same as, similar to or pronounced the same as a word in the name of any other subdivision in Multnomah County, except for the words "Town", "City", "Place", "Court", "Addition" or similar words, unless the land platted is contiguous to and platted by the same applicant that platted the subdivision bearing that name and the block numbers continue those of the plat of the same name last filed; [MCC 11.45.230(E)]*
 - (6) *The streets are laid out and designed so as to conform, within the limits of MCC 11.45.490 and 11.45.500 and the Street Standards Ordinance, to the plats of subdivisions and maps of major partitions already approved for adjoining property unless the approval authority determines it is in the public interest to modify the street pattern; [MCC 11.45.230(F)] and*
 - (7) *Streets held for private use are laid out and designed so as to conform with MCC 11.45.490 and 11.45.500 and the Street Standards Ordinance are and are clearly indicated on the Tentative Plan and all reservations or restrictions relating to such private streets, including ownership, are set forth thereon. [MCC 11.45.230(G)]*

(8) *Approval will permit development to be safe from flooding and known flood hazards. Public utilities and water supply systems shall be designed and located so as to minimize or prevent infiltration of flood water into the systems. Sanitary sewer systems shall be designed and located to minimize or prevent:*

(a) *The infiltration of floodwater into the system; and*

(b) *The discharge of matter from the system into flood waters [MCC 11.45.230(H)]*

4. Response to Type I Land Division Approval Criteria

A. **Applicable Elements of the Comprehensive Plan:** The following Comprehensive Plan Policies are applicable to the proposed land division.:

(1) **Policy No. 13, Air, Water, and Noise Quality:**

Applicant's Response: "It is expected that the three parcels will support three single-family dwellings. There is currently one single-family dwelling on the property. The three parcels are large, vegetated, and capable of handling stormwater run-off through surface percolation or dry well construction. Sanitary sewer laterals are present in the easements + accessing the site from S.W. Military Road. Water will be provided by the Palatine Hills Water District, and the partition will pose no threat to water quality. Air and noise quality will be unaffected by the addition of two dwellings to this residential area."

Staff Comment: No significant impact on air pollution will result from the two additional dwellings allowed by the proposed land division. The County Sanitarian has verified that public sewer is available to the site. For these reasons and those stated by the applicant, the proposal satisfies Policy 13.

(2) **Policy No. 14, Development Limitations:** This policy is concerned with mitigating or limiting the impacts of developing areas that have any of the following characteristics: slopes exceeding 20%; severe soil erosion potential; land within the 100 year floodplain; a high seasonal water table within 0-24 inches of the surface for 3 or more weeks of the year; a fragipan less than 30 inches from the surface; and land subject to slumping, earthslides or movement.

Applicant's Response: "The site is characterized by slight to severe slopes, ranging from five to over 40 per cent. The steepest portion of the site is on Parcel 3, where the grounds slopes steeply to the west. However, there is an adequate building site on much flatter ground in the in northeast corner of Parcel 3. The remaining parcels are relatively flat in comparison and will not pose any geologic threat. The site is not located in the 100-year flood zone and is not in an earth movement area. Surface run-off can be handled by dry wells unless otherwise indicated by the County Engineer."

Staff Comment: Surface run-off will be handled by on-site water retention and/or control facilities to be approved by the County Engineer. Part of the site is in a hazard area as identified on the County's Slope Hazard Map. Development on the site will be subject to compliance with the

Hillside Development and Grading and Erosion Control requirements in MCC 11.15.6700. For these reasons and those stated by the applicant, the proposal satisfies Policy 14.

(3) **Policy No. 16, Natural Resources:**

Applicant's Response: *"The applicant's response to this policy is found in the attached letter from Lawrence Devroy, Natural Resources Manager for David Evans & Associates. Devroy concludes that 'policy 16 of Multnomah County does not apply to this parcel since there are no significant natural resources found upon it.'"*

Staff Comment: Mr. Devroy's letter is part of the case file and is incorporated in this staff report by reference. Staff concurs with Mr. Devroy's statement and concludes that Policy 16 is not applicable.

(4) **Policy No. 22, Energy Conservation:** This policy requires a finding that the following factors have been considered:

- (a) *The development of energy-efficient land uses and practices;*
- (b) *Increased density and intensity of development in urban areas, especially in proximity to transit corridors and employment, commercial and recreational centers.*
- (c) *An energy-efficient transportation system linked with increased mass transit, pedestrian and bicycle facilities;*
- (d) *Street layouts, lotting patterns and designs that utilize natural environmental and climate conditions to advantage.*
- (e) *Finally, the county will allow greater flexibility in the development and use of renewable energy resources.*

Applicant's Response: *"Structures erected on the created parcels will be oriented, to the extent feasible, to take full advantage of solar radiation. The terrain and the shape of the parcels will limit somewhat the placement and orientation of the buildings. The partition will lead to construction of two new dwellings; the third parcel already supports a dwelling."*

Staff Comment: Staff concurs with the applicant's statement. The proposal satisfies Policy 22.

(5) **Policy No. 35, Public Transportation:**

Applicant's Response: *"The applicant has reviewed this policy and has found that it is primarily not applicable to this application."*

Staff Comment: While staff agrees with the applicant's statement the Policy 35 is not "primarily" applicable to the proposed land division, Tri-Met Line #39 does provide service between Lewis & Clark College and downtown Portland on SW Palatine Hill Road about .5 mile north of the

site. Line #35 provides service between Oregon City, Lake Oswego and downtown Portland on SW Macadam Avenue about .75 mile east of the site.

- (6) **Policy No. 37, Utilities:** This policy requires a finding that water, sanitation, drainage and communication facilities are available:

Water And Disposal System

A. *The proposed use can be connected to a public sewer and water system, both or 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 DEQ will approve a subsurface sewage disposal system on the site; 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.*

The proposal satisfies Policy 37 for the following reasons:

Water and Sanitation:

Applicant's Response: *"The Palatine Hill Water District has verified that water service is available to the property from a six-inch line in the 30-foot right-of-way serving the current residence. The County Sanitarian has identified sanitary sewer laterals in the 30-foot easement serving the parcels from S.W. Military Road. According to Rod Dildhouse of Multnomah County, the lateral can adequately serve the parcel without creating capacity*

problems. The existing residence has been connected to the sanitary lateral since 1969."

Staff Comment: For the reasons stated by the applicant, the proposal complies with Item *A* of Policy #37.

Drainage:

Applicant's Response: *"Surface run-off can be handled by dry wells unless otherwise indicated by the County Engineer."*

As a condition of approval, the applicant will be responsible for constructing storm water retention facilities that will maintain pre-development flows for off site runoff. The applicant will perform a limited hydrology study to consider how the retention system will affect peak runoff for the immediate watershed. The applicant plans to provide storm water quality by the installing sump style storm water inlets and manholes to allow for settling of suspended material. Subject to that condition, the proposal is consistent with Items *E* through *G* above

Energy and Communication:

Staff Comment: Portland General Electric provides electric power, Northwest Natural Gas Co. provides gas service and US West Communications provides telephone service. The proposal satisfies Items *H* and *I* above.

- (7) **Policy No. 38, Facilities:** The property is located in the Riverdale School District. Comments by the district do not indicate any inability to accommodate student enrollment from houses located on the subject property. Multnomah County Fire District #11 provides fire protection through a contract with the Lake Oswego Department of Fire Services. At the July 20, 1994 hearing, the applicant provided the Hearings Officer with written comment from the Department of Fire Services confirming that there is adequate water pressure and flow for fire-fighting purposes. The department has provided comments setting forth its requirements for the design of the easement road serving the site. The Multnomah County Sheriff's Office provides police protection and has stated that there is an adequate level of police service available for the area

- (8) **Policy No. 40, Development Requirements:**

Applicant's Response: *"Policy 40.A requires a finding pedestrian and bicycle path connections will be dedicated where appropriate and where designated in the county program and map. The site is not located in an area which is so designated, and there is no existing pedestrian and bicycle pathway connecting to recreation areas or community facilities. The dedication should not be required in this case.*

Policy 40.B requires a finding that landscaped areas with benches will be provided in commercial, industrial and multiple family developments. This is a single family development, and the landscaped areas should not be required.

Policy 40.C requires a finding that areas for bicycle parking be required in development proposals, where appropriate. The proposal will lead to the construction of two new single family dwellings. It is not necessary or appropriate to require bicycle parking facilities in such development."

Staff Comment: Staff concurs with the applicant's statement. The proposal satisfies Policy 40.

B. Development of Site or Adjoining Land [MCC 11.45.230(B)]:

Applicant's Response: *"Approval of this partition will not restrict access to or development of adjoining property. Access to the proposed parcels is via private easements in accordance with MCC 11.15.2844(G). The proposed partition is in compliance with the future street plan approved in LD 10-93. For these reasons, the proposal complies with this approval standard."*

Staff Comment: Staff concurs with the applicant's statement. Approval of the current proposal will not affect access to or development of adjacent properties. Adjacent land to the west has access to SW Terwilliger Boulevard and can be developed in accordance with the Future Street Plan adopted in 1993 as part of the approval of the Tryon Vista subdivision (LD 10-93). Other adjacent land has been divided to the extent possible under current zoning. For these reasons, the proposal satisfies MCC 11.45.230(B).

C. Applicable Provisions of Land Division Ordinance [MCC 11.45.230(C)]

Applicant's Response: *"The purpose of Chapter 11.45 is to protect property values and further the public health, safety and welfare of county residents. The intent of the chapter is to minimize street congestion, secure safety from fire and geologic hazards, provide for adequate air and light, prevent overcrowding of land and to facilitate the provision of adequate public services. This proposal will enhance property values by creating infill opportunity on large residential parcels. The addition of two single-family dwellings will have little impact on the use or value of neighboring properties in the Dunthorpe area. The development would secure the large parcel low density and minimize the impact on crowding on streets or land.*

The applicant's property has been approved by the County Sanitarian as having available sanitary sewer service. The water provider has indicated that service is readily available. Slopes on Parcel 3 are severe, but pose no geologic threat, as the preferred building site is in the northeast corner of Parcel 3 on flatter ground. Steeper slopes will remain undisturbed. (See statement of applicant's engineer.) Two additional homes on large parcels will have little impact on existing services and facilities to this low-density residential area. The new parcels can be served without utility extensions or creation of new streets or overloading current facilities. The availability of light and air will not be significantly changed by the addition of two single family residences. Much of the property will remain wooded.

For these reasons, the proposed partition complies with the intent and purpose of the Land Division Ordinance. For reasons stated throughout this application, the proposal complies with other applicable provisions of Chapter 45."

Staff Comment:

- (1) The size and shape of the proposed parcels meet the area and dimensional requirements of the R-30 zoning designation. The lots are adequate to accommodate single-family residences that satisfy yard setback, height, lot coverage and solar access requirements in the R-30 zone without the need for variances from those setback, height, lot coverage and solar access requirements. Under these circumstances, overcrowding will not occur.
- (2) The finding for Plan Policies 37 and 38 address water supply and sewage disposal, and education, fire protection and police protection, respectively. For the reasons stated in those findings, the proposal furthers the health, safety, and general welfare of the people of Multnomah County.
- (3) The proposal minimizes street congestion by requiring improvements for the existing private easement road that runs from the subject site north to Military Road.
- (4) The findings for Plan Policies 37, 14 and 13 address fire protection, flood and geologic hazards, and pollution, respectively. For the reasons stated in those findings, the proposal would secure safety from fire, flood, geologic hazard, and pollution.
- (5) The proposal meets the area and dimensional standards of the requested R-30 zoning district as explained in Finding 4.D below. Residential development on newly created lots will be required to comply with applicable R-30 setback, height, lot coverage and solar access requirements. In meeting those requirements, new development will provide for adequate light and air and prevents the overcrowding of land.
- (6) The finding for Decision #2 (MC 1-94) and for Plan Policies 35 and 36 address streets and public transportation. The finding for Policies 37, 14 and 38 address water supply and sewage disposal, storm drainage, and education, fire protection and police service. For the reasons stated in those findings, the proposed land division facilitates adequate provision for public transportation, water supply, sewage disposal, drainage, education, and other public services and facilities. The proposal satisfies MCC 11.45.230(C)

D. Zoning Compliance [MCC 11.45.390(D)]:

Area and Dimensional Standards

Applicant's Response: "The proposal is the division of one 3.36 acre lot into three parcels in the R-30 zoning district. The proposed use of the land for single family dwellings is a permitted use in the R-30 district (MCC § 11.15.2842(A)) As shown on the tentative plan map, all three parcels will comply with the minimum lot area and dimension requirements of the R-30 zoning (§ 11.15.2844(A))."

Staff Comment: Staff concurs with the applicants statement. The proposed land division meets applicable area and dimensional standards.

Solar Access Standards

Applicant's Response: *"The application complies with the solar access provisions of 11.15.6815 - .6822, for the following reasons. Structures erected on the created parcels will be oriented, to the extent feasible, to take full advantage of solar radiation. The terrain and the shape of the parcels will limit somewhat the placement and orientation of the buildings. The partition will lead to construction of two new dwellings; the third parcel already supports a dwelling."*

Staff Comment: The proposed land division satisfies the solar access provisions of the Zoning Ordinance even though Parcels 1 and 2 do not have a front lot lines that are within 30 degrees of a true east-west orientation as required by MCC 11.15.6815(A). Parcels 1 and 2 do not meet the basic design standard of MCC 11.15.6815(A) because the existing road pattern for the area prevents the parcels from being oriented for solar access. Therefore, pursuant to MCC 11.15.6815(A)(3), the percentage of lots that must comply with MCC 11.15.6815 is reduced from 80 percent to 33 percent.

Property Line Adjustment to Correct Old Zoning Violation

Staff Comment: In 1973, a former owner of the subject site acquired land containing .38 acre from the owner of Tax Lot 51 to the west. The acquisition resulted in the creation of a separate cube-shaped parcel containing 16,553 square feet. Creation of the parcel constituted a zoning violation because the parcel contained less than the minimum 30,000 square feet required under the R-30 zoning standards. Although the the "cube" is now part of the subject site, completion of a property line adjustment is the appropriate method of correcting the original zoning violation.

Access by Easement See Findings for MC 1-94.

- E. **Subdivision Name [MCC 11.45.230(E)]:** The proposed land division is not a subdivision because it does not result in four lots. Therefore, it will not have a name and MCC 11.45.230(E) is not applicable.
- F. **Street Layout [MCC 11.45.230(F)]:** No new streets are necessary or proposed. Therefore, MCC 11.45.230(F) is not applicable.
- G. **Private Streets [MCC 11.45.230(G)]**

Applicant's Response: *"The proposed access for the two new single family residences are restricted by the access easement [requested for approval] by the Hearings Officer. The access is clearly indicated on the tentative plan map."*

The two additional parcels will use the same driveway currently in use by the existing residence. As shown on the tentative plan map, Parcel 2 will have a "flag strip" driveway extending west from the existing driveway. Access to Parcel 3 will be provided by an access easement across Parcel 2, guaranteed as part of the deed creating the two parcels. Maintenance responsibilities for the new driveway/easement will be shared by Parcels 2 and 3, and will be set out in the deeds."

Staff Comment: Access to the site is by way of an existing private driveway in a private easement running from SW Military Road to the site. At the July 20, 1994 hearing, opponents of the proposed land division argued that the driveway should comply with the Street Standards Ordinance with respect to right-of-way width, pavement width and provision of curbs and sidewalks. Following the July 20 hearing, the applicant applied to the County Transportation Division for a variance from the provisions of the Street Standards Ordinance with respect to the private driveway. In a document titled "Decision on Requested Variance," attached to this Staff Report as Exhibit A and incorporated by reference hereto, the Transportation Division staff concludes that no variance is necessary because (1) the Street Standards Ordinance does not apply to access gained by private easement and (2) the design of the proposed access can satisfy all structural requirements, and its width is not regulated by the Transportation Division. In the alternative, the Transportation Division staff concludes that if the Hearings Officer finds that a variance is in fact appropriate, the proposed access meets the Transportation Division criteria for such a variance. Staff concurs with the Transportation Division's findings and concludes that MCC 11.45.230(G) is satisfied.

H. **Flooding and Flood Hazards [MCC 11.45.230(H)]:** The criterion is not applicable because the site is not in a flood plain.

Conclusions (LD 13-94)

1. The land division satisfies applicable elements of the Comprehensive Plan.
2. The proposed land division satisfies the approval criteria for Type I land divisions.
3. Subject to Decision #2, the proposed land division complies with the Zoning Ordinance.

Findings of Fact (MC 1-94)

1. **Applicant's Proposal:** See Finding 1 for LD 13-94. A detailed description of the existing and proposed easements for the site appears below in finding 4.
2. **Site and Vicinity Information:** See Finding 2 for LD 13-94.
3. **Zoning Ordinance Considerations (MCC 11.15):** MCC 11.15.2844(G) states that all lots in the R-30, Single-Family Residential District "*shall abut a street or shall have such other access held suitable by the Hearings Officer.*"
4. **Response To Approval Criteria**

Applicant's Response: *"The applicant is requesting permission from the Hearings Officer for access by easement to Parcels 2 and 3, pursuant to § 11.15.2844(G). The existing dwelling on Parcel 1 will continue to use the existing driveway. Access will be accommodated through the 30-foot and 20-foot wide easements serving the existing home on Tax Lot 14, and by creation of a flag lot and driveway easement on Parcel 2, to allow for extension of a private drive across Parcels 1 and 2 to reach Parcel 3. The applicant has secured agreements with the landowners of the land over which the easements are required. The first 20-foot wide easement extends from S.W. Military Road across the property owned by Gretchen Corbett Trommald. The subject partition has the right to that easement by agreement dated 1/18/94. The second 20-foot wide easement continues south from the end of the Trommald easement, across the property owned by John and Helen Mather. The*

subject partition has the right to that easement by agreement dated 9/12/91. The third easement is appurtenant to the subject property by deed, an easement "for road purposes." The easement is included in the legal description of "Parcel I" in Exhibit "A" of both the Tumpane deed (Book 2328, Page 605, Multnomah County Records) and in the Lease and Option to Buy granted to Gran Marque, dated July 27, 1990. Parcel I will be divided among all three of the proposed parcels; thus, all three parcels will benefit from the easement. In other words, the easement runs with the property described as Parcel I in the deed. Access to the new Parcels 2 and 3 will require the use of only the northernmost few feet of this easement."

Staff Comment: In reviewing the request for access by easement, staff has considered a letter dated June 6, 1994 from Tom Carman, Acting Fire Marshal for the Lake Oswego Department of Fire Services, which provides fire protection to the subject site. Below are portions of the letter that detail the department's requirements for improvement of *both* the existing easement road from Military Road to the subject site *and* the new road serving Parcels 2 and 3:

"Access: Provide improvement of Aventine Circus south of Military Road to a minimum of 20 foot wide unobstructed all weather surface. Extent of fire lane improvement to include road to where property line of 0140() S.W. Military Road intersects Aventine Circus. Further extension desirable to beginning of driveway turnaround at ()1404 S.W. Military Road.

Access Road/Driveway to parcels #2 and #3 shall be 20 foot wide unobstructed all weather surface to a point where the furthest wall of the furthest structure on the property is not more than 150 feet to the access road/driveway. Access road/driveways within 15() feet of the furthest wall of the furthest structure shall be a minimum 12 foot wide all weather surface.

Turnarounds: A turnaround shall be provided for the access road/driveway to parcels #2 and #3. Turnaround requirements will comply with items #5 and #6 of the Multnomah County minimum design standards. Where cul-de-sacs with unpaved areas or islands are used, the following minimum turning radii shall be provided:

Outside front wheel radius of fifty (5()) feet; inside rear wheel radius of twenty-five (25) feet.

Grades: Maximum grade shall not exceed 15 percent and maximum cross slope not to exceed 8 percent.

Curvature: Approach turns to access road/driveway from Aventine Circus shall be such to accommodate standard fire apparatus.

Parking: Where parking of vehicles would diminish the minimum 20 foot wide fire lane access, "No Parking Signs" will be required, or additional widening of the road/driveway will be required to accommodate the parking.

Fire Lane Declaration: The extent of the access road/driveway from Aventine Circus that is required to be a fire lane should be so noted as a legal declaration of "Fire Lane" on the plat or other recorded documents."

Hydrants: Hydrants shall be located at intersections and at intervals of no more than 500 feet from intersections in major development. For major or minor partitions which create a new lot or lots, a hydrant shall be no further than 1,000

feet from any of the lots, nor more than 30() feet to the face of the structure. A new hydrant is recommended on the proposed access road/driveway approximately 250 feet from the intersection at Aventine Circus.

Water Lines: An 8 inch water line is recommended to serve the proposed new hydrant near the intersection of Aventine Circus on the proposed new access road/driveway. Extent of new 8 inch water line would be approximately 250 feet.

Fire Flow: [please see Finding 4.A(7)]

Addressing: Addressing will comply with the Uniform Building Code.

Final Note :When completed, hydrant flows will determine the number, spacing of fire hydrants required for this project.

Requirements involving Multnomah County Design Standards, the Uniform Fire Code, and The Uniform Building Code (i.e. addressing) are mandatory. All other requirements listed in this document are highly recommended to provide optimum safety in access and fire fighting/rescue/emergency medical capability for responding fire, medical units.

Staff generally concurs with the comments of the Lake Oswego Department of Fire Services and recommends that roads serving the subject site and proposed parcels be improved in accordance with June 6, 1994 letter, as modified by Condition #3.

Conclusions (MC 1-94)

1. The use of easements as the means of access to the proposed new parcels satisfies MCC 11.15.2844(G) subject to the stated approval conditions.
2. Approval of an easement for access instead of requiring frontage on a public road is appropriate because the landlocked nature of the subject site makes creation of a lots fronting on a public road impossible.

O'DONNELL RAMIS CREW
CORRIGAN & BACHRACH

ATTORNEYS AT LAW
1727 N.W. Hoyt Street
Portland, Oregon 97209

TELEPHONE: (503) 222-4402
FAX: (503) 243-2944

DATE: August 3, 1994
TO: Philip E. Grillo, Multnomah County Hearings Officer
FROM: Robert W. Price, Planner/Project Manager
Mitchell Nelson Welborn Reimann Partnership
RE: Rebuttal on MCC §§ 11.45.460 and 11.45.470

11.45.460

- A. The site does contain slopes of more than 20%, but only on the westerly portion of Parcel 3, including the "cube" area. Neither Mr. Rankin in his letter reports, nor Mr. Redfern in his letter, suggest the parcels to be created are not buildable. Only the issues of concerns for managing drainage and runoff are discussed. The steeper slopes on Parcel 3, located on the westerly portion, leave enough buildable area to permit development of a single family dwelling without adverse impact on slopes.
- B. Soil erosion can be minimized through proper management of drainage and runoff, as recommended by Mr. Rankin. Even Mr. Redfern's letter agrees with comments by Mr. Rankin and raises no new issues or concerns. Taking the input by both Mr. Rankin and Mr. Redfern relative to soil erosion issues, the site can be suitably developed.
- C. The site is not within any identified 100 year flood-plain, and no comments to the contrary were made by any interested party.
- D. No evidence has been provided to indicate a problem with a seasonally high water table.
- E. No evidence has been provided to indicate a problem with a fragipan or other impervious layer on the site.
- F. The issue of movement on the site was raised by Mr. Redfern, but only on a small area of the westerly portion of the site where slopes exceed 20% and which does not include a possible building envelope. Mr. Redfern notes in his letter that it may be important to retain vegetation in an undisturbed manner

Memo re: Rebuttal on MCC §§ 11.45.460 and 11.45.470
August 3, 1994
Page 2

on the westerly portion of the site to retain as much slope stability as possible. This would address the issue of slope stability and management of the previous movement on Parcel 3.

11.45.470

- A.
1. Only single family development is proposed for the two new parcels to be created through this partition. One dwelling will be developed on each new parcel. Each parcel will significantly exceed the minimum standards for the R-30 zoning district for size, shape, width and orientation. Access will be provided through approval easements which will meet all five safety access requirements as set forth by the Fire Marshall.
 2. The vicinity contains large lots with most exceeding the county's minimum development standards for size, shape and width. Adjacent tracts are either developed or available for development without adverse impact resulting from the proposed partitioning and single family development. Access, views and retention of vegetation on the subject parcel will not impact, or be impacted by, proposed development.
 3. Only Parcel 3 contains slopes or vegetation which would be impacted by proposed development. Yet the parcel contains suitable building area to permit retention of slopes and vegetation as recommended by both Mr. Rankin and Mr. Redfern. Drainage and runoff can also be managed in accordance with recommendation of Mr. Rankin and Mr. Redfern. It is feasible on this site to handle runoff by the means described by Mr. Rankin without adverse effects on slopes, vegetation or natural drainage.
 4. The size of the parcels and the retention of existing vegetation including many of the existing trees on Parcels 1 and 2 will provide suitable distances, barriers or screens to preserve privacy and individuality. The character of the Dunthorpe area is such that privacy and individuality are important considerations for new development. The proposed partition and development of two new single family dwellings will be consistent with the existing character of the area.

Memo re: Rebuttal on MCC §§ 11.45.460 and 11.45.470
August 3, 1994
Page 3

5. The new parcels are oriented to the greatest extent possible to solar requirements, given the orientation of the parent parcel and nature of other parcels in the immediate vicinity and their existing or future development. The proposed new dwellings will be no more nor less subject to winter wind and rain than other existing dwellings in the vicinity.

41018/jlh/GRILLO.LT2

RECEIVED
AUG - 3 1994

Multnomah County
Zoning Division

DECISION ON REQUESTED VARIANCE
MC 1-94/LD 13-94Summary of Decision:

The applicant has requested that the Division of Transportation initiate a variance to certain street standards for the proposed access road in this project. This is a difficult request, because as I interpret the language of the code and the plan, this Division has no jurisdiction to regulate the access by private easement proposed in this case. Under this interpretation, there is no applicable requirement or restriction in the Street Standards Ordinance or Street Standards Rules from which the application needs a variance.

There is a contrary contention, however, that the Code, as recently amended, makes private easements subject to the 50 foot wide right-of-way requirement found in Table 5.1 of the Street Standards Rules.

I, therefore, enter a decision on two alternative grounds. First, I find no need for a variance. Second, in the event that a 50 foot standard is applicable, I find that the criteria for a variance are met and grant a variance.

Facts:

The subject of this decision is the access to a proposed three lot partition in the Dunthorpe area. One dwelling is currently located on the site. The access would serve two additional homes off the existing access easement. The proposed private access is over a 20 foot wide easement extending South from SW Military Road. The Lake Oswego Fire Marshall has approved the access paved to a 20 foot width. The proposed access shares the entry/exit point at Military Road with the private access approved for the Tryon Vista subdivision (County File No. LD-10-93). There are no sidewalks or on-street parking in this area of Military Road.

Findings and Conclusions:

1. NO VARIANCE REQUIRED

I find that no variance is required for these reasons.

First, the Streets Standards Code and Rules do not apply to access gained by private easement. The definition of "local street" in Section 03.100 of the rules relates to public rights-of-way, not private easements such as this one. The county provisions are intended to implement ORS Chapter 368. In ORS 368.001, there is a definition of "local access road", which is "a public road that is not a county road, state highway or federal road". Based on that definition, we interpret "local street" to mean a public right-of-way.

Moreover, there are no definitions of "easement" or "privately maintained road" in the code, and there are no standards for either one in the code or the rules. The Transportation Division has never previously regulated private easements and we see no evidence of an intent to change this practice in any county code provisions. The Planning Division and Transportation Division have relied on fire district officials to approve the design of such private roads to assure a safe access prior to the issuance of building permits. For years we have simply used a handout sheet titled Multnomah County Minimum Design Standards for Residential Driveways and Privately Maintained Roads, which contains only basic construction standards and a sign off by the authorized fire official.

I, therefore, interpret the code not to require compliance in this case with the standards that were written to control the typical local street.

Second, the only language in the code that might impose the Street Standards Rules on a private easement is not intended to dictate right-of-way width, but is instead intended to limit application of those rules to the drainage and structural design of the road bed.

MCC 11.45.500(B) requires that the width, design and configuration of private streets comply with the Street Standards Ordinance. In this case, I interpret the intent of that requirement to be that the basic drainage and structural design of the road bed must meet the requirements of the Multnomah County Design and Construction Manual, referenced at MCC 11.60.390 and 11.60.400.

The design of the proposed access can satisfy all structural requirements and its width is not regulated by this office.

Third, the applicable standard is whether the access is found "suitable" by the Hearings Officer under MCC 11.15.2844(G). It would not make logical sense, and it would not be internally consistent to interpret the code to require both a finding of "suitable" by the Hearings Officer and compliance with the Street Standards Rules. This would require two separate processes with different decision procedures and appeal provisions.

2. ALTERNATIVE DECISION:
VARIANCE GRANTED IF JURISDICTION EXISTS WITH THIS OFFICE

In order to expedite the decision making process, I enter an alternative ruling in the event that the initial decision finding no applicable standard is held to be incorrect by the Hearings Officer or the Board of Commissioners. By entering this ruling, I do not concede the jurisdictional issue, but simply recognize that it would be terribly inefficient for the county, the applicant and others to re-visit this matter if jurisdiction is found.

a. Proposed Variance

The application recounts the facts of the current partition application and the assertion by an opponent that the private access easement is subject to the Urban Area Standards shown in Table 5.1 of the Street Standards Rules. The table calls for a 50 foot right-of-way width, 28-32 foot pavement width, parking on both sides and curbs and sidewalks.

The applicant requests a variance from these requirements.¹ I am authorized to consider such requests under MCC 11.60.080 and Rule 04 of the Street Standards Rules.

b. Variance Criteria

Rule 04 requires submission of certain documentary information, all of which has been submitted by the applicant. The criteria require that two standards are met:

- 1) that the variance is in keeping with the intent and purpose of the code and the rules; and
- 2) that the variance will not adversely affect the fire access and/or the function of the street or related facility.

In interpreting the intent and purpose requirement, I am guided by certain key considerations. First, MCC 11.60.020 states that the intent of the Street Standards Code is to "implement and enforce the (Multnomah County Comprehensive) Plan, and it shall be liberally construed to effectuate that purpose". The rules were adopted under the provisions of MCC 11.60. Directly applicable plan policies include Policy 20, Arrangement of Land uses; Policy 22.B, Energy Conservation; Policy 24, Minor Residential Project Locational Criteria; Policy 33a, Transportation System and Policy 34, Trafficways.

Second, it is clear that the standards for a local street in the urban area are designed to provide adequate facilities for the typical urban situated with normal residential densities, an extensive sidewalk network and the need to park cars along the street.

¹ The applicant proposes another alternative, which is to consider this easement an "accessway" and grant relief from the 200 foot limit on accessway length. My understanding is that the central dispute is over the 50 foot width requirement for a local street, and therefore, I confine my decision to that issue.

These considerations will be applied in determining whether the variance satisfies the intent and purpose criteria.

c. Analysis of Criteria

- (1) The variance is in keeping with the intent and purpose of the Code and Rules.

The applicant proposes to serve two additional homes off the existing access easement. The area is not a typical urban setting. In fact, it is a unique area of the county developed with homes located on very large lots, often exceeding an acre in size. The proposed partition of a lot with an existing house will result in three houses on 3.60 acres. Other lots in the area range from .50 acres to 4.26 acres. This is much closer to a rural setting than to a typical urban setting.

It is clear the area was developed as a rural area with large lots and narrow access roads. The proposed partition under the R-30 zoning will not alter that rural character with 30,000 square foot lots. The existing road is less than 20 feet wide on a 20 foot easement, with no curbs and no sidewalks. There are no curbs or sidewalks on S.E. Military Road. The proposed road would widen and pave 20 feet of the existing roadway to county standards. Other than width, the road can be constructed according to the structural roadbed requirements of the Multnomah County Design and Construction Manual.

The existing access is consistent with other accesses in this area and is consistent with a recent decision by the Hearings Officer. In LD 10-93, the Hearings Officer held that access over a 20 foot private easement is suitable to serve a subdivision. In a letter in that file, dated December 28, 1993, the state fire marshall approved a paved width of 19 feet when necessary to protect trees, providing "No Parking-Fire Lane Signs" are provided. The fire marshall added, "In no case will a road of less than 17 feet be approved".

The current access is adequate for the area. There is no sidewalk network, but the density is low and, therefore, pedestrian/auto conflicts are minimal. Residences have ample parking and, therefore, no on-street parking is needed.

I find that the intent and purpose of the Code and Rules is satisfied by the proposed access for several reasons.

First, the applicable Comprehensive Plan policies are satisfied. The applicant has submitted evidence that the proposed partition and access road comply with the following plan policies:

Policy 20 Arrangement of Land Uses

"The county's policy is to support higher densities and mixed land uses within the framework of scale, location and design standards which:

- A. assure a complementary blend of uses;
- B. reinforce community identity;
- C. create a sense of pride and belonging; and
- D. maintain or create neighborhood long term stability."

Finding:

The proposed partition will complement the existing dwelling in the area by improving their access road. It will reinforce community identity by maintaining the large size and expensive scale of homes in this area. The subject area is zoned for single family dwellings on large lots. The proposed partition could create a sense of pride and belonging when the owners of Parcels Two and Three build new dwellings. The proposed partition will maintain long term stability in the neighborhood because the new owners will construct new dwellings designed for large lots and commit the property to long term residential use. For these reasons, the proposed partition and access comply with Policy 20.

Policy 22.B Energy Conservation

- "B. Increased density and intensity of development in urban areas, especially in proximity to transit corridors and employment, commercial and recreational centers."

Finding:

This policy calls for increased density in urban areas. The proposed partition will add two additional dwellings in an urban area. Without the requested access, the partition could not be approved, and the density on this parcel would not increase, contrary to this policy.

Policy 24 Housing Location

"The county's policy is to accommodate the location of a broad range of housing types in accordance with:

- A. the applicable policies in this Plan;
- B. the locational criteria applicable to the project scale and standards.

* * *

2. Minor Residential Project Locational Criteria

A. Access

- (1) Site access will not cause dangerous intersections or traffic congestion, considering the roadway capacity, existing and projected traffic counts, speed limits and number of turning movements.

- (2) There is direct access from the project to a public street."

Finding:

As shown discussed elsewhere in this decision, the proposed housing complies with applicable policies in the Plan. The proposed access complies with (A)(1) above, as described in the evidence submitted by the applicant's traffic engineer. The 20 foot width of the roadway is not a significant factor in analyzing this roadway because the housing density is very low, and there is little traffic.

The proposed access road provides direct access from the subject property to Military Road over easements. The access by easement required approval by the Hearings Officer (MC 1-94).

Policy 33a Transportation System

"The county's policy is to implement a balanced, safe and efficient transportation system. In evaluating parts of the system, the county will support proposals which:

- A. implement the Comprehensive Plan;
- B. best achieve the objectives of the specific project;
- * * *
- F. provide a safe, functional and convenient system....."

Finding:

Although a private road, the proposed access is part of the transportation system in the county. As discussed by the applicant's traffic engineer, the widened driveway will provide improved safety and convenience to the existing dwellings now served by a substandard driveway. The objective of the proposed partition and access road is to improve access to all of the dwellings in this neighborhood. As described earlier in this decision, the proposed partition and access implement portions of the Comprehensive Plan.

Policy 34 Trafficways

"The county's policy is to develop a safe and efficient trafficway system using the existing road network, and by:

- * * *
- B. improving streets to the standards established by the classification system, where necessary, and/or appropriate to identified transportation problem;
- * * *
- H. implementing the Street Standards Chapter 11.60 and Ordinance 162.... and establishing a procedure for allowing variances from that ordinance."

Finding:

The proposed partition access road uses the existing access road, and improves it into a safe and efficient access. As discussed elsewhere in this decision, this is a unique low density residential area with no need for the extensive street width and improvement required in a typical urban neighborhood. Allowing the proposed access is in compliance with Policy B, because it is not necessary or appropriate to apply the full width standards of a local street to this private access. This variance request follows the intent of Policy H to allow variance to the street standards. This variance request under the authority of rules established under Chapter 11.60 is in compliance with Policy 34.H.

In addition to compliance with the plan, I find there is no need in this unique area for the extensive width and improvements needed in a typical urban neighborhood. A sidewalk on this street would connect to nothing and serve no purpose. There are no sidewalks in the immediate area and the main access through the neighborhood, S.W. Military Road, lacks sidewalks. Moreover, the recent decision approving the Tryon Vista subdivision (LD 10-93), which adjoins this area, the Hearings Officer did not require sidewalks. The low density and low traffic counts in the area also establish the adequacy of the current easement, as documented by the reports and testimony of the applicant's traffic engineer.

Likewise, an additional width for on-street parking is not needed in this area where on-street parking is virtually non-existent.

In short, the requirement for a 50 foot right-of-way with full improvements is not needed to satisfy the intent of the Code, Plan and Rules, due to the unique character of the area.

- (2) The variance will not adversely affect the fire access and/or the function of the street or related facility.

The applicant has presented letters from the city of Lake Oswego Department of Fire Services and the applicant's traffic engineer at David Evans and Associates. The width of the access road was not a safety issue for either of these experts.

The fire marshall requires improvement with a 20 foot wide all-weather surface from the northern boundary of the subject property to Military Road. A turn-around is required for the new driveway crossing the subject property. Parking may be restricted and fire hydrants may be required.

The traffic engineer, Jennifer Danziger, states that even with the two new dwellings made possible, the proposed partition "traffic volumes on this roadway would still be very low", and the accessway maintains a sight distance of approximately 250 feet. Danziger concluded:

"The access roadway can accommodate the additional traffic....without substantial inconvenience or risk to other residents served by it."

d. Conclusion Regarding the Variance

The criteria for granting a variance are met in this case and, therefore, a variance is granted as noted from the following requirements for a residential local street (Table 5.1, Street Standards Rules), to the extent they are otherwise found to be applicable:

- 50 foot right-of-way width, adjusted to 20 feet;
- curbs, not required;
- sidewalks, not required;
- parking, not required; and
- pavement width 24-32 feet, adjusted to 20 feet as approved by the fire marshall.

0636E



DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF PLANNING AND DEVELOPMENT
2115 SE MORRISON STREET
PORTLAND, OREGON 97214 (503) 248-3043

NOTICE OF REVIEW

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 JAN 11 AM 11:26

1. Name: Nelson H. John
Last Middle First
2. Address: 111 SW Fifth Avenue, #3200 Portland OR 97204
Street or Box City State and Zip Code
3. Telephone: (503) 228 - 3200

4. If serving as a representative of other persons, list their names and addresses:

K. Don Feldman, 01402 SW Military Road, Portland, OR 97219

5. What is the decision you wish reviewed (e.g., denial of a zone change, approval of a subdivision, etc.)?

Hearings officer final order approving a request for a partition and the use of an easement for access (File No. MC 1-94/LD 13-94).

SIGNED Hearings Officer

6. The decision was ~~announced~~ by the ~~Planning Commission~~ on 12/23, 19 94

The decision was mailed to the party and submitted to the Board Clerk on 12/30/94.

7. On what grounds do you claim status as a party pursuant to MCC 11.15.8225?

Mr. Feldman received notice in the above-identified matters and appeared before the Hearings Officer in the hearings conducted for these matters. Mr. Feldman was represented throughout the proceedings by Mr. Nelson.

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JAN 09 1995

Multnomah County
Zoning Division

8. Grounds for Reversal of Decision (use additional sheets if necessary):

See attached letter.

9. Scope of Review (Check One):

(a) On the Record

(b) On the Record plus Additional Testimony and Evidence

(c) De Novo (i.e., Full Rehearing)

10. If you checked 9(b) or (c), you must use this space to present the grounds on which you base your request to introduce new evidence (Use additional sheets if necessary). For further explanation, see handout entitled Appeal Procedure.

See attached letter.

Signed: *J. H. [Signature]*

Date: 1/9/95

For Staff Use Only		
Fee:		
Notice of Review =	\$300.00	
Transcription Fee:		
Length of Hearing	x \$3.50/minute =	\$
Total Fee =	\$	
Received by:	Date:	Case No.



PRESTON GATES & ELLIS
ATTORNEYS

JOHN H. NELSON

January 9, 1995

RECEIVED

JAN 09 1995

Multnomah County
Zoning Division

Multnomah County
Department of Environmental Services
and Development
2115 SE Morrison Street
Portland, Oregon 97214

Re: *Notice of Review of Hearings Officer Approval in MC 1-94/LD 13-94 and
Administrative Approval of Access Variance*

The individual listed below hereby appeals the Final Order of the Hearings Officer in the above-identified matter (MC 1-94/LD 13-94) and the undated Administrative Approval of an Access Variance. The final order is enclosed and the administratively approved access variance is attached to the final order as "Exhibit A." The appellant requests a *de novo* hearing before the Multnomah County Board of Commissioners.

The name, address and telephone number of the person filing this Notice of Review is John H. Nelson, address and telephone listed above, on behalf of the following person:

K. Don Feldman
01402 SW Military Road
Portland, Oregon 97219

The Hearings Officers decision was signed on December 23, 1994, and mailed to the parties and filed with the Board Clerk on December 30, 1994. The administratively approved variance decision is not signed or dated but was attached to the Hearings Officer's decision as Exhibit A.

The Hearings Officer's decision approved a partition and the use of an easement for access. This decision is appealable to the Board pursuant to MCC 11.15.8260.

During the course of the proceedings in MC 1-94/LD 13-94, the applicant also requested a variance from the standards imposed by Multnomah County's Street Standards Code (MCC 11.60) and the accompanying rules. Pursuant to Section 04 of the Street Standards Rules, the variance request was granted administratively and attached as an exhibit to the Hearings Officer's decision. According to the Street Standards Rule, this type of administrative decision is reviewable by the Multnomah County Board of Commissioners according to MCC 11.15.8260 to .8280. *See* Street Standards Rule § 04.100(d).

A PARTNERSHIP INCLUDING A PROFESSIONAL CORPORATION

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3200 U.S. BANCORP TOWER 111 S.W. FIFTH AVE. PORTLAND, OREGON 97204-3688 PHONE: (503) 228-3200 FACSIMILE: (503) 248-9085

January 9, 1995

Page 2

Mr. Feldman has party status to appeal the administrative decision because he is an adjoining property owner and has interests which will be adversely affected should the administrative decision become a final decision of the county.

With respect to the partition and access by easement request (MC 1-94/LD 13-94), the appellant raises the following grounds for review: (1) failure to comply with Multnomah County Code ("MCC") 11.45.230; (2) failure to comply with MCC 11.45.460; (3) failure to comply with MCC 11.45.470; (4) failure to comply with MCC 11.45.490; (5) failure to comply with MCC 11.45.500; (6) failure to comply with MCC 11.45.540; (7) failure to comply with MCC 11.45.630; (8) failure to comply with MCC 11.15.2844(G); (9) failure to comply with Multnomah County Comprehensive Plan ("MCCP") Policy 14; (10) failure to comply with MCCP Policy 24; and (11) failure to comply with MCCP Policy 33a.

With respect to the administratively approved variance decision, the appellant raises the following grounds for review: (1) failure to comply with Street Standards Rules Section 04.100; (2) failure to comply with the intent and purpose of the Street Standards Code and Rules; (3) failure to comply with MCCP Policy 24; and (4) failure to comply with MCCP Policy 34.

Finally, the appellant understands the Board of Commissioners will hear these appeals on a *de novo* basis (January 9, 1995, telephone conversation between Sarah Ewing, Multnomah County Planning Department, and John H. Nelson).

Please inform the undersigned as to the date, time, and place of the hearing on this matter.

Very truly yours,



John H. Nelson

N/A:jhn

Enclosure

cc: Client

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA between an Portland Community College and the Sheriff's Office

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: December 22, 1994

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: John Bunnell, Sheriff

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Intergovernmental Agreement between Portland Community College and the Sheriff's Office to conduct an educational course of EMT Emergency Medical Services: First Responder class here at the Sheriff's Office, for the period beginning upon completion and ending March 23, 1995.

REGULAR

SIGNATURES REQUIRED:

ELECTED OFFICIAL: John Bunnell

OR

DEPARTMENT MANAGER: _____

1995 JAN - 4 PM 2:37
MULTIOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63 Originals sent to Larry Aab on 1-12-95 6/93

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LARRY AAB, FISCAL MANAGER

TODAY'S DATE: December 12, 1994

REQUESTED PLACEMENT DATE: December ~~29~~²¹, 1994

RE: IGA Between MCSO, County and Portland Community College
(PCC) to Teach EMT Emergency Medical Services class at MCSO

I. Recommendation/Action Requested:

Request commitment from the Board to approve this IGA.

II. Background/Analysis:

PCC agrees to provide to MCSO deputies two classes covering EMT 120 EMERGENCY MEDICAL SERVICE: FIRST RESPONDER. Each class runs three hours, for 20 days. Each class may have up to 24 students.

III. Financial Impact:

MCSO and County agree to pay to PCC \$12,287 for the classes.

IV. Legal Issues:

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

V. Controversial Issues:

None noted.

VI. Link to Current County Policies:

Fosters intergovernmental cooperation.

VII. Citizen Participation:

None.

VIII. Other Government Participation:

Portland Community College (PCC)



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800625
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 # _____ DATE _____</p> <hr/> <p style="text-align: center;">BOARD CLERK</p>
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Department Sheriff's Office Division Enforcement Date December 5, 1994
 Contract Originator Chief Deputy Rod Englert Phone 251-2 Bldg/Room 313/
 Administrative Contact Larry Aab Phone 251-2489 Bldg/Room 313/231
 Description of Contract To conduct an educational course of EMT Emergency Medical Services: First Responder class here at the Sheriff's Office.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____
 ORS/AR # _____ Contractor is MBE WBE ORF

Contractor Name Portland Community College
 Mailing Address 2850 SE 82nd
Portland, OR 97266
 Phone 244-6111 Attn: Kal Williams
 Employer ID# or SS# 93-0575187
 Effective Date upon completion
 Termination Date March 23, 1995
 Original Contract Amount \$ 12,287.00
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ _____

Remittance Address _____ (If Different) _____
 Payment Schedule _____ Terms _____
 Lump Sum \$ _____ Due on receipt
 Monthly \$ _____ Net 30
 Other \$ _____ Other _____
 Requirements contract - Requisition required.
 Purchase Order No. _____
 Requirements Not to Exceed \$ _____

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

Encumber: Yes No
 Date _____
 Date 12/27/94
 Date _____
 Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.	100	025	3311			6310					
02.											
03.											

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

INTERGOVERNMENTAL AGREEMENT

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

RECITALS

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

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

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

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

WHEREAS, MCSO desires to engage the PCC to render Special Custom Designed Educational Service(s).

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

DESCRIPTION OF SERVICES

I. Portland Community College will provide two (2) classes as follows:

A. Twenty (20) days of Custom Designed Educational Service(s) in EMT 120 EMERGENCY MEDICAL SERVICE: FIRST RESPONDER, CRN number 17778 for three (3) hours per day, on Tuesdays and Thursdays, 8:00A-11:00A at MCSO, 12240 NE Glisan St., Portland, Oregon 97230.

1. The class will start on January 17, 1995 and end March 23, 1995.

1 B. Twenty (20) days of Custom Designed Educational
2 Service(s) in EMT 120 EMERGENCY MEDICAL SERVICE: FIRST
3 RESPONDER, CRN number 17779 for three (3) hours per
4 day, on Tuesdays and Thursdays, 4:00P-7:00P at MCSO,
5 12240 NE Glisan St., Portland, Oregon 97230.

6 1. The class will start on January 17, 1995 and end
7 March 23, 1995.

8 C. Three (3) credits will be granted per class in
9 accordance with PCC procedure to those students who
10 have passed the courses as determined by the instructor
11 of the class attended.

12 D. Payment for instruction will be at the salary schedule
13 approved by the Portland Community College Board of
14 Directors and will be the responsibility of PCC.

15 E. The PCC administrator/representative responsible for
16 this Agreement will make sure that all registrations
17 will be returned to the EMT Department within two (2)
18 weeks after the class/section begins to allow the
19 participants to be registered in the proper term.

20 F. The staff assigned to develop, coordinate and conduct
21 the Custom Designed Educational Services, as stated in
22 section I-A and I-B, will be certified in accordance
23 with the standards on file with the Oregon Board of
24 Education, and/or by documented experience and
25 credentials that will be acceptable to MCSO and PCC.

26 III. MCSO agrees to perform as follows:

27 A. MCSO may arrange only with the assigned PCC
28 administrator to hold or not to hold a portion of the
Custom Designed Educational Services at the particular
times designated by the Agreement in sections I-A and
I-B.

B. MCSO is not required to provide a minimum number but
not to exceed twenty-four (24) participants as required
by the Oregon State Health Division for the Custom
Designed Educational Services state in Section I-A and
I-B, above.

C. PCC will be responsible for all equipment and
instructional supplies other than audio-visual
equipment.

D. MCSO will be responsible for providing the facility.

1 IV. COMPENSATION

- 2 A. MCSO agrees to pay to PCC for services rendered under
3 this agreement an amount not to exceed \$12,287.00.
4 B. PCC will bill MCSO at the end of Winter term 1995.
MCSO agrees to pay PCC within 30 days of receipt.

5 V. OTHER CONDITIONS

- 6 A. The parties agree that any and all instructors from PCC
7 are employees of PCC and are not employees, agents, or
representatives of the MCSO for any purpose.
8 B. The parties agree that this Agreement is expressly
9 subject to the debt limitation of Oregon counties set
10 forth in Article XI, Section 10 of the Oregon
11 Constitution and is contingent upon funds being
appropriated therefore. Any provisions herein which
would conflict with law are deemed inoperative to that
extent.
12 C. The parties agree to comply with all applicable
13 requirements of Federal and State civil rights law and
rehabilitation statutes.
14 D. If PCC is determined by Multnomah County to be a sub-
15 recipient of federal funds passed through Multnomah
County, the contractor will submit an annual federal
16 compliance audit in conformity with OMB Circular A-133,
which applies the Federal Single Audit Act of 1984,
17 Public law 98-502, to non-profit organizations.
18 E. The parties shall maintain worker's compensation
19 insurance coverage for all its personnel, either as a
carrier or self-insured employer as provided in Chapter
656 of Oregon Revised Statutes.

20 VI. INDEMNIFICATION AND LIABILITY

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

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

9
10 VII. CONTRACT MODIFICATION AND TERMINATION

- 11 A. This Agreement shall begin when signed by parties and
12 terminate March 23, 1995.
- 13 B. MCSO, by written notice of default, may terminate this
14 agreement if PCC fails to provide any part of the
15 services described herein within the time specified for
16 completion of that part or any extension thereof.
- 17 C. This contract may be terminated by mutual consent of
18 both parties, or by either party upon thirty (30) days
19 notice, in writing, and delivered by certified mail or
20 in person.
- 21 D. Upon termination before completion of the services,
22 payment to PCC shall be prorated to and include the day
23 of termination and shall be in full satisfaction of all
24 claims by PCC against the MCSO under this agreement.
- 25 E. Termination under any provision of this paragraph shall
26 not affect any right, obligation or liability of PCC
27 which accrued prior to termination.
- 28 F. PCC and MCSO agree that this Agreement may be modified
or amended by mutual agreement of the parties. Any
modification to this Agreement shall be effective only
when incorporated herein by written amendments and
signed by both PCC and the Multnomah County Sheriff,
and approved by the Multnomah County Board of
Commissioners.

VIII. DISPUTE RESOLUTION

- A. While the parties have attempted to make an Agreement
anticipating and addressing their concerns, MCSO,
COUNTY and PCC acknowledge the possibility that a
claim, controversy or dispute may arise out of this
Agreement. MCSO, COUNTY and PCC agree that each party
has an obligation and affirmative duty to make a good
faith effort to resolve any claim, controversy or

dispute, including the giving of timely, written notification thereof to the other party.

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

IX. CONTRACT ADMINISTRATION

- A. The Multnomah County Sheriff designates John Bunnell, Sheriff, to represent MCSO in all matters pertaining to administration of this Agreement.
- B. PCC designates Kal R. Williams, EMT Coordinator, to represent PCC in all matters pertaining to administration of this Agreement.
- C. Any notice or notices provided for by this Agreement or by law to be given or served upon either party shall be given or served by certified letter, deposited in the U.S. mail, postage prepaid, and addressed to:

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

Kal Williams, EMT Coordinator
 Portland Community College
 2850 SE 82nd
 Portland, OR 97266

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Contract #800625

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

PORTLAND COMMUNITY COLLEGE

MULTNOMAH COUNTY, OREGON

Dr. Don McInnis, Executive Dean
Cascade Campus

Beverly Stein
Beverly Stein, Chair

DATE: 1-12-95

DATE: _____

John Bunnell, Sheriff

CASCADE CAMPUS

DATE: _____

Fed. I.D. No: 93-0575187

Fed. I.D. No: 93-6002309

APPROVED ACCT # 430112-G-30602

Signature EMT Coordinator

REVIEWED:

Laurence Kressel
Multnomah County Counsel

By: *Jacqueline Weber*
Jacqueline Weber

DATE: 12/27/94

YEAR/ TERM	COURSE NUMBER	SECTION NUMBER
Winter 1995	EMT 120	17778
Winter 1995	EMT 120	17779

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-1 DATE 1-12-95
Chris A. Peterson
BOARD CLERK

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA between Children Services Division and the Sheriff's Office

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: January 12, 1995

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: John Bunnell, Sheriff

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Intergovernmental Agreement between the State of Oregon, acting by and through its Department of Human Resources, Children Services Division and the Sheriff's Office, to provide an authorized fingerprinter to perform the rolled fingerprint process for all Division referred applicants; beginning upon execution and ending June 30, 1995.

REGULAR

SIGNATURES REQUIRED:

ELECTED OFFICIAL: John Bunnell

OR

DEPARTMENT MANAGER: _____

1995 JAN - 1 PM 2:07
MULTI-COUNTY
OREGON
CLERK OF SUPERIOR COURT

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LARRY AAB, FISCAL MANAGER

TODAY'S DATE: December 22, 1994

REQUESTED PLACEMENT DATE: January 12, 1995

RE: IGA Between MCSO and CSD To Perform Fingerprinting

I. Recommendation/Action Requested:

Request commitment from the Board to approve this IGA.

II. Background/Analysis:

Under this IGA, MCSO will perform fingerprinting service for the state's Children Services Division (CSD).

III. Financial Impact:

CSD agrees to pay to the county an amount not to exceed \$12,000 for services provided by MCSO.

IV. Legal Issues:

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

V. Controversial Issues:

None noted.

VI. Link to Current County Policies:

Fosters intergovernmental cooperation.

VII. Citizen Participation:

None.

VIII. Other Government Participation:

State of Oregon: Children Services Division.



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

Contract # 800645

MULTNOMAH COUNTY OREGON

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"/> PCR B Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # _____ DATE _____</p> <hr/> <p>BOARD CLERK</p>
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Department Sheriff's Office Division Enforcement Date December 21, 1994

Contract Originator Sgt. Bob Barnhart Phone 251-2431 Bldg/Room 313/

Administrative Contact Larry Aab Phone 251-2489 Bldg/Room 313/231

Description of Contract To provide an authorized fingerprinter to perform the rolled fingerprint process for all Division referred applicants.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is MBE WBE ORF

Contractor Name Children Services Division

Mailing Address 500 Summer Street NE, 4th Floor
Salem, OR 97310-1017

Phone _____

Employer ID# or SS# _____

Effective Date upon execution

Termination Date June 30, 1995

Original Contract Amount \$ 12,000.00

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Remittance Address _____
(If Different)

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt

Monthly \$ _____ Net 30

Other \$ _____ Other _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

Encumber: Yes No

REQUIRED SIGNATURES:

Department Manager [Signature] Date 12/23/94

Purchasing Director (Class II Contracts Only) _____ Date _____

County Counsel [Signature] Date 12/27/94

County Chair / Sheriff _____ Date _____

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

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.	180	025	3318			4122					
02.											
03.											

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION CANARY - INITIATION PINK - FINANCE

ORIGINAL

STATE OF OREGON INTER-GOVERNMENTAL AGREEMENT

CSD Agreement Number: 4-1001

Date: DECEMBER 5, 1994

This agreement is between the State of Oregon, acting by and through its Department of Human Resources, Children's Services Division, hereinafter referred to as the "Division" and **MULTNOMAH COUNTY SHERIFF'S OFFICE** jointly with and on behalf of Multnomah County, hereinafter referred to as the "Agency or Contractor". The Division's supervising representative for this agreement is LEE COLEMAN.

Effective Date and Duration: This agreement shall become effective on DECEMBER 15, 1994 (or on the date at which every party has signed this agreement, and when required, the Executive Department and the Department of Justice have approved this agreement, whichever date is later). This agreement shall expire, unless otherwise terminated or extended, on JUNE 30, 1995.

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

Document	Pages
SCHEDULE	2
GENERAL PROVISIONS	7

Consideration: Division agrees to pay Agency an amount not to exceed \$12,000.00 for accomplishment of the work, including any allowable expenses. Interim payments shall be made to Agency as outlined in the agreement document entitled SCHEDULE.

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

AGENCY DATA AND CERTIFICATION
NAME: (tax filing): _____
ADDRESS: _____
Federal Tax I.D. # _____

I, the undersigned, agree to perform work outlined in this agreement in accordance with the terms and conditions and the attachments referenced herein.

Approved by the Agency:

By: Beverly Stein Title: Chair Date: 1-12-95

By: John Bunnell Title: Sheriff Date: _____

Reviewed by Larry Kressel, Multnomah County Counsel:

By: [Signature] Date: 12/27/94

Approved by Children's Services Division:

By: _____ Date: _____

Reviewed by Contracts Officer: [Signature] Date: 12/21/94

APPROVED MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # R-5 DATE 1-12-95
[Signature]
 BOARD CLERK

SCHEDULE

AGENCY: MULTNOMAH COUNTY SHERIFF'S OFFICE

Date: DECEMBER 5, 1994

SECTION A SERVICES TO BE PERFORMED

1. The Agency agrees to fingerprint Division referred applicants. To help insure the integrity of the fingerprints and cards, the Agency will provide services as follows:
 - a. The Agency will provide an authorized fingerprinter to perform the rolled fingerprint process for all Division referred applicants at a mutually agreed time and place. The Agency will complete two (2) fingerprint cards for each Division referred applicant.
 - b. The Agency will only fingerprint applicants that have a Division Fingerprint Packet containing the following items:
 - 1) CSD form number CSD 1012, entitled "Instruction to Authorized Fingerprinter for Handling Fingerprint Cards"
 - 2) Two (2) official fingerprint cards (FD258) with red over print in the "reason fingerprinted" block that reads: "ORS 181.537 / ORS 409.015 Child Welfare Programs Regulations / Licensing / DHR Employees UF". The Division is responsible for completing the EMPLOYER AND ADDRESS blocks of each card prior to the applicant receiving the packet.
 - 3) "Yellow" copy of the CSD 1011F consent form completed and signed by the applicant.
 - c. The Agency's authorized fingerprinter will;
 - 1) Assure that the applicant has completed all of the personal information on each fingerprint card.
 - 2) Require the applicant to provide at least one form of picture identification (such as a photo driver's license, Division of Motor Vehicles photo identification card, military identification card, student body card, etc.).
 - d. The Agency's authorized fingerprinter will have the applicant sign both fingerprint cards, in the "Signature of Person Fingerprinted" box, in their presence.
 - e. The Agency's authorized fingerprinter will complete the "Instructions to Authorized Fingerprinter for Handling Fingerprint Cards" CSD 1012, seal the form in the Division provided 9 1/2" x 12 1/2" envelope with the applicant's completed fingerprint cards, initial the outside sealed envelope flap, and staple the "yellow" copy of the CSD 1011F to the front of the sealed packet.
 - f. The Agency will return the sealed fingerprint packet to: Children's Services Division, Multnomah Centralized Unit, Attn. Office Manger, 529 SE Grand, Portland, Oregon 97214-2276, unless the requesting CSD Branch Office has made other arrangements to receive all packets directly from the Agency's authorized fingerprinter.
2. The Agency is responsible for insuring that the fingerprints appearing on the cards are from the applicant named on the cards.

SECTION B CONSIDERATION

1. As consideration for the services provided by the Agency during the period beginning December 15, 1994 (or the date the agreement is signed by both parties), and ending June 30, 1995, the Division will pay to the Agency, by check(s), an amount not to exceed \$12,000.00 to be paid at the rate of \$10.00 per applicant.

2. Billings shall be submitted quarterly to the Children's Services Division, Attn. Fingerprint LEDS Clerk, 500 Summer Street NE - 2nd Floor, Salem, Oregon 97310-1017. Billings shall include the names of applicants and dates of service.

SECTION C PROVISIONS SPECIFIC TO THIS AGREEMENT

1. PROGRAM:

- a. Safeguarding of Applicant Information: The use or disclosure by any party of any information concerning a recipient of services purchased under this agreement, for any purpose not directly connected with the administration of the Division's or the Agency's responsibility with respect to such purchased services, is prohibited, except on written consent of the Division.
- b. Worker's Compensation: The Agency, its subcontractors, if any, and all employers providing work, labor or materials under this agreement are subject employers under the Oregon Worker's 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. Out-of-state employers must provide Oregon workers' compensation coverage for all their workers who work at a single location within Oregon for more than 30 days in a calendar year.
- c. Indemnification and Insurance: Notwithstanding the Hold Harmless Provision in the General Provisions of this agreement, the Agency and the Division shall not be responsible for any legal liability, loss, damages, costs and expenses arising in favor of any person, on account of personal injuries, death, or property loss or damage occurring, growing out of, incident to, or resulting directly or indirectly from the acts or omissions of the other party under this agreement.

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

As evidence of the insurance coverage required by this agreement, and prior to the execution of this agreement, the Agency shall furnish a certificate of insurance to Children's Services Division, ATTN: Contracts Manager, CSD, 500 Summer Street NE - 4th Floor, Salem, OR 97310-1017. The certificate form to be completed by the Agency's insurer will be maintained in the Division's file of this agreement.

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

2. PAYMENT

- a. Payment will be made by the Division to the Agency subject to receipt and acceptance by the Division of the Agency's billing.

GENERAL PROVISIONS

1. Government Employment Status - If payments under this contract are to be charged against federal funds, the Contractor certifies that it is not currently employed by the federal government.
2. Payments under this Contract: - Contractor will be responsible for any federal or state taxes applicable to any compensation or payments paid to Contractor under this contract. Contractor will not be eligible for any benefits from these contract payments of Federal Social Security, unemployment insurance, or workers' compensation, except as a self-employed individual.
3. Compliance with Applicable Law, Licensing and Program Standards - The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work under this contract, including those in the ADDENDUM TO GENERAL PROVISIONS which is attached hereto and by this reference made a part hereof. Contractor agrees that the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555 shall apply to and govern the performance of this contract. Contractor shall comply with all applicable state, county and municipal standards for licensing, certification and operation of required facilities, shall maintain any applicable professional license or certificate required to perform the services described in this contract, and shall comply with any other standards or criteria described in this contract.
4. Safeguarding of Client Information - The use or disclosure by any party of any information concerning a recipient of services purchased under this contract for any purpose not directly connected with the administration of the Division's or the Contractor's responsibilities with respect to such services is prohibited except on written consent of the Division, or if the Division is not the recipient's guardian, on written consent of the recipient's responsible parent, guardian or attorney.
5. Equal Rights - The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336), including Title II of that Act, ORS 659.425, and all regulation and administrative rules established pursuant to those laws.
6. Access to Records - The Division, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purpose of making audits, examinations, excerpts, copies and transcriptions. The Contractor agrees to include this provision in any subcontracts which may be authorized.
7. Retention of Records - The Contractor agrees to retain all books, records, and other documents relevant to this contract for three years after final payment is made under the contract or all pending matters are closed, whichever is later. If an audit, litigation or other action involving the contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.
8. Subcontracting - Unless subcontracting is authorized elsewhere in the contract, the Contractor shall not enter into any subcontracts for any of the work contemplated under this contract without obtaining prior written approval from the Division, which approval shall be attached to the original contract. Prior written approval shall not be required for the purchase by the Contractor of articles, supplies and services which are incidental to the provision of residential care and related services under this contract but necessary for the performance of such work (e.g. facilities maintenance). Approval by the Division of a subcontract shall not result in any obligations to the Division in addition to the agreed rates of payment and total consideration. Any subcontracts which the Division may authorize shall contain all requirements of this contract, and the Contractor shall be responsible for the performance of the subcontractor.
9. Force Majeure - Contractor shall not be held responsible for delay or default caused by fire, civil unrest, labor unrest, acts of God and war which is beyond contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the contract.

10. Termination

a. This contract may be terminated by mutual consent of both parties, or by the Division upon 30 days' written notice to Contractor, delivered personally or by certified mail.

b. The Division may also terminate this contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the Division, under any of the following conditions:

1) If Division funding from state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services as required in this contract. The contract may be modified to accommodate the change in available funds.

2) If state laws, regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.

3) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this contract is for any reason denied, revoked, not renewed or changed in such a way that the Contractor no longer meets requirements for such license or certificate.

Termination under this paragraph b. shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination.

c. Contractor's timely and accurate performance in accordance with the requirements and delivery schedule set forth in this contract is of the essence of this contract. The Division, by written notice to the Contractor, may immediately terminate the whole or any part of this contract under any of the following conditions:

1) If the Contractor fails to provide services called for by this contract within the time specified or any extension thereof.

2) If the Contractor fails to perform any of the other requirements of this contract or so fails to pursue the work so as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the Division specifying such failure, the Contractor fails to correct such failure within 15 calendar days or such other period as the Division may authorize.

If the contract is terminated under this paragraph c., the Division's obligations shall be limited to payment for services provided in accordance with the contract prior to the date of termination, less any damages suffered by the Division.

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

11. Enforcement of Contract - The passage of the contract expiration date shall not extinguish or prejudice the Division's right to enforce this contract with respect to any default or defect in performance that has not been cured.

12. Waiver of Default - The failure of the Division to enforce any provision of this contract shall not constitute a waiver by the Division of that or any other provision.

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

14. Dual Payment - Contractor shall not be compensated for work performed under this contract by any other agency of the State of Oregon.

15. Fees Prohibited - The Contractor will not impose or demand any fees from any person or agency for services provided and paid for under this contract, unless the fees have been approved in advance by the Division.

16. State Tort Claims Act - Contractor is not an officer, employee, or agent of the state as those terms are used in ORS 30.265.

17. Hold Harmless Provision - Contractor shall defend, save and hold harmless the State of Oregon, the Department of Human Resources, the Division and their officers, agents and employees from all claims, suits or actions of whatsoever nature resulting from or arising out of the activities of the Contractor or its subcontractors, agents or employees under this contract, including failure of contractor to comply with the nondiscrimination requirements of section 5.

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18. Assignment of Contract - Successors in Interest - The Contractor shall not assign or transfer its interest in this contract without prior written approval of the Division which shall be attached to the original contract. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the Division may deem necessary. No approval by the Division of any assignment or transfer of interest shall be deemed to create any obligation of the Division in addition to the agreed rates of payment and total contract consideration. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.
19. Funds Available and Authorized - The Division certifies that at the time the contract is written that sufficient funds are authorized and available for expenditure to finance costs of this contract within the Division's current appropriation or limitation.
20. Recovery of Overpayments - If billings under this contract, or under any other contract between the Contractor and the Division, result in payments to the Contractor to which the Contractor is not entitled, the Division, after giving written notification to the Contractor, may withhold from payments due to the Contractor such amounts, over such periods of time, as are necessary to recover the amount of the overpayment.
21. Other Agency Approvals - If the amount of this contract, including all amendments thereto, exceeds \$25,000, approval for legal sufficiency by the Attorney General is required. If this contract provides for the provision of professional service to the benefit of the Division and is not exclusively for the benefit of Division clients or other third party entities, approval by the Executive Department is required. All such approvals, when required, shall be obtained before any work may begin under this contract.
22. Controlling State Law - The provisions of this contract shall be construed and enforced in accordance with the provisions of the laws of the State of Oregon. Any action or suit involving any question arising under this contract must be brought in the appropriate court of the state of Oregon.
23. Ownership of Work Product - All work products of the Contractor which result from this contract are the exclusive property of the Division.
24. Equal Employment Opportunity - If this contract, including amendments, is for more than \$10,000, then Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). OMB Circular A-102, ¶ 14.c.
25. Clean Air, Clean Water, EPA Regulations - If this contract, including amendments, exceeds \$100,000, then Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Division and to the U.S.E.P.A. Assistant Administrator for Enforcement (EN-329). All subcontracts, including amendments, which exceed \$100,000 shall include this language. OMB Circular A-102, ¶14.i.
26. Energy Efficiency - Contractor shall comply with applicable mandatory standards and policies relating to energy efficiency which are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-165). OMB Circular A-102, ¶ 14.j.
27. Truth in Lobbying - The Contractor certifies, to the best of the Contractor's knowledge and belief that:
- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any such officer, employee or member in connection with this federal contract, grant, loan or

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cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

d. The undersigned is solely responsible for all liability arising from a failure by the undersigned to comply with the terms of this certification. Additionally, the undersigned promises to indemnify the Division for any damages suffered by the Division as a result of the undersigned's failure to comply with the terms of this certification.

This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

28. Merger Clause - THIS CONTRACT WHICH INCLUDES ALL ATTACHED OR REFERENCED EXHIBITS, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES AND WHEN REQUIRED THE EXECUTIVE DEPARTMENT AND DEPARTMENT OF JUSTICE. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

ADDENDUM TO GENERAL PROVISIONS

CONTRACTOR AGREES TO BE IN COMPLIANCE WITH APPLICABLE LAW AS FOLLOWS:

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

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

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

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

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

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

279.320 Condition concerning payment for medical care and providing workers' compensation. (1) Every public contract shall also contain a condition that the contractor shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all moneys and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

(2) Every public contract also shall contain a clause or condition that all employers working under the contract are subject employers that will comply with ORS 656.017.

RECYCLING

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