



Multnomah County Oregon

Board of Commissioners & Agenda

connecting citizens with information and services

BOARD OF COMMISSIONERS

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DECEMBER 10, 11 & 12, 2002

BOARD MEETINGS

FASTLOOK AGENDA ITEMS OF INTEREST

Pg 2	9:30 a.m. Tuesday Report on Budget Workshops and Survey Results
Pg 2& 3	2:30 p.m. Tuesday Budget Work Session 1:30 p.m. Wednesday Budget Work Session
Pg 3	6:00 p.m. Wednesday Public Hearing on the County FY 02-03 Budget Rebalance
Pg 3	9:15 a.m. Thursday Executive Session
Pg 4	9:30 a.m. Thursday Auditor Presentation of Annual Audit and Citizen Survey Reports
Pg 5	10:35 a.m. Land Use Ordinance Readings
Pg 6	11:15 a.m. Thursday Results of Library Levy
	The December 26, 2002 and January 2, 2003 Board Meetings are Cancelled

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

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

Friday, 11:00 PM, Channel 30

Saturday, 10:00 AM, Channel 30

Sunday, 11:00 AM, Channel 30

Produced through Multnomah Community Television

(503) 491-7636, ext. 333 for further info

or: <http://www.mctv.org>

Tuesday, December 10, 2002 - 7:30 AM - 9:00 AM
Multnomah Building, Sixth Floor Commissioners Conference Room 635
501 SE Hawthorne Boulevard, Portland

LOCAL PUBLIC SAFETY COORDINATING COUNCIL EXECUTIVE COMMITTEE MEETING

A quorum of the Multnomah County Board of Commissioners may be attending the Local Public Safety Coordinating Council Executive Committee meeting. This meeting is open to the public. Agenda topics include introductions and announcements; State of Oregon budget cuts and process; City and County overview of cuts and policy guidelines; and discussion of implications of cuts. For further information, contact Christine Kirk at (503) 988-5894.

Tuesday, December 10, 2002 - 9:30 AM - 12:00 PM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

BUDGET WORK SESSION

WS-3 The Board of Commissioners, Auditor, District Attorney, Sheriff and Invited Participants Will Meet for a Report on the 2003-2004 Budget Workshops and Survey Results. Presented by Consultant, Tony Mounts, Invited Others. **[This is a Public Meeting and Interested Persons are Welcome to Attend, However Public Testimony Will be Taken During 2002-2003 Budget Rebalance Hearings Scheduled December 11 and December 19.]**

Tuesday, December 10, 2002 - 2:30 PM - 4:30 PM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

BUDGET WORK SESSION

WS-4 Work Session on the Proposed Mid-Year Reductions to the 2002-2003 Multnomah County Budget. Presented by Tony Mounts, Invited Others. **[This is a Public Meeting and Interested Persons are Welcome to Attend, However Public Testimony Will be Taken During 2002-2003 Budget Rebalance Hearings Scheduled December 11 and December 19.]**

Wednesday, December 11, 2002 - 1:30 PM - 3:30 PM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

BUDGET WORK SESSION

WS-5 Work Session on the Proposed Mid-Year Reductions to the 2002-2003 Multnomah County Budget. Presented by Tony Mounts, Invited Others. **[This is a Public Meeting and Interested Persons are Welcome to Attend, However Public Testimony Will be Taken During 2002-2003 Budget Rebalance Hearings Scheduled December 11 and December 19.]**

Wednesday, December 11, 2002 - 6:00 PM - 8:00 PM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

PUBLIC BUDGET HEARING

PH-1 Opportunity for Public Input on Proposed Mid-Year Reductions to the 2002-2003 Multnomah County Budget. Please fill out a speaker form available at the back table and present it to the Clerk. Testimony Limited to Three Minutes per Person.

Thursday, December 12, 2002 - 9:15 AM
Multnomah Building, First Floor Commissioners Conference Room 112
501 SE Hawthorne Boulevard, Portland

EXECUTIVE SESSION

E-1 The Multnomah County Board of Commissioners will meet in executive session authorized pursuant to ORS 192.660(1)(f) to discuss confidential information that is protected under Federal and State housing provisions and other laws from disclosure and therefore exempt under either ORS 192.502(8) or (9) or both. Only representatives of the news media and designated staff are allowed to attend. Representatives of the news media and all other attendees are specifically directed not to disclose information that is the subject of the executive session. No final decision will be made in the executive session.

Thursday, December 12, 2002 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

BOARD BRIEFINGS

- B-1 Multnomah County Auditor's Office Fiscal Year 2001-2002 Annual Report Presentation by Suzanne Flynn.
- B-2 Second Annual Multnomah County Citizen Survey Presentation by Suzanne Flynn and Janis Hull.
-

Thursday, December 12, 2002 - 10:00 AM - 11:15 AM
(OR IMMEDIATELY FOLLOWING BOARD BRIEFINGS)
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

CONSENT CALENDAR - 10:00 AM **NON-DEPARTMENTAL**

- C-1 Appointment of Beth Palmer and Reappointment of Pietro Ferrari to the AFFORDABLE HOUSING DEVELOPMENT PROGRAM TECHNICAL REVIEW COMMITTEE

OFFICE OF SCHOOL AND COMMUNITY PARTNERSHIPS

- C-2 Intergovernmental Revenue Agreement Omnibus 0310399 with the City of Portland for Homeless/Transition, Public Safety, Youth Employment and Empowerment (YEEP) and Housing Program Services

DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES

- C-3 RESOLUTION Authorizing Private Sale of Certain Tax Foreclosed Property to RANDY R ARCHER and CAROL M ARCHER
- C-4 RESOLUTION Authorizing Private Sale of Certain Tax Foreclosed Property to HARLEY T JOHNSON

DISTRICT ATTORNEY'S OFFICE

- C-5 Renewal Amendment 10 to Intergovernmental Agreement 500447 with the State Office of Services to Children and Families for Continued Funding of the Termination of Parental Rights Program for July 1, 2002 through June 30, 2003

REGULAR AGENDA - 10:00 AM
PUBLIC COMMENT - 10:00 AM

Opportunity for Public Comment on Non-Agenda Matters. Testimony is Limited to Three Minutes per Person.

OFFICE OF SCHOOL AND COMMUNITY PARTNERSHIPS - 10:00 AM

- R-1 RESOLUTION Approving the Transfer of Tax-Foreclosed Properties to Non-Profit Housing Sponsors for Low Income Housing Purposes
- R-2 NOTICE OF INTENT to Respond to a Oregon Department of Education Request for Proposal for 21st Century Learning Center Funding for SUN Schools at Alder and Davis Elementary Schools in Reynolds School District

SHERIFF'S OFFICE - 10:30 AM

- R-3 NOTICE OF INTENT to Apply to the Criminal Justice Services Division of the Oregon State Police for a State Preparedness Equipment Program Grant

DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES - 10:35 AM

- R-4 Fourth Reading and Possible Adoption of an ORDINANCE Adopting the West of Sandy River Rural Area Transportation and Land Use Plan and Wildlife Habitat and Stream Corridor ESEE Report as Part of the Multnomah County Comprehensive Framework Plan, Zoning Code Chapter 36 as Part of the Multnomah County Code of Ordinances Volume II: Land Use, and Zoning Map Amendments in Continuation of the County Rural Area Planning Program and the Reorganization Efforts of Ordinance Nos. 910 and 953 to Revise, Amend, Restate, Codify and Repeal Certain Existing Code Provisions, and Declaring an Emergency
- R-5 First Reading and Possible Adoption of an ORDINANCE Amending County Land Use Code, Plans And Maps to Adopt Portland's Recent Land Use Code, Plan and Map Revisions in Compliance With Metro's Functional Plan and Declaring an Emergency

- R-6 Facility Space Lease Agreement with YWCA of Greater Portland, for Use as Aging and Disability Services Division West Branch Office and West Side Multicultural Center

NON-DEPARTMENTAL - 11:00 AM

- R-7 First Reading of an ORDINANCE Amending Multnomah County Code Chapter 13.303 Animal Wastes, Duty to Remove, to Add Exemption for Assistance Animals
- R-8 NOTICE OF INTENT to Apply for Grant Funds for Early Literacy Parent Training to allow our Partner Schools to Host Parent Trainings in the Early Words Curriculum Developed at Portland State University for Parents of Preschool Children in their Catchment Area
- R-9 RESOLUTION Approving Intergovernmental Agreement Regarding Regional Governance Model Project
-

Thursday, December 12, 2002 - 11:15 AM - 11:45 AM
(OR IMMEDIATELY FOLLOWING REGULAR MEETING)
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

BOARD BRIEFING

- B-3 Results of the Library Levy Election. Presented by Ginnie Cooper, Cameron Vaughan-Tyler and Becky Cobb.

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:	
Meeting Date: December 12, 2002	
Agenda Item #:	B-1
Est. Start Time:	9:30 AM
Date Submitted:	12/04/02

Requested Date: December 12, 2002

Time Requested: 15 mins

Department: Non Departmental

Division: Auditor

Contact/s: Judy Rosenberger

Phone: 503/988-3320

Ext.: 83220

I/O Address: 503/601

Presenters: Suzanne Flynn

Agenda Title: Annual Report – Board Briefing (with Power Point presentation)

NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.

1. **What action are you requesting from the Board? What is the department/agency recommendation?**
2. **Please provide sufficient background information for the Board and the public to understand this issue.**
3. **Explain the fiscal impact (current year and ongoing).**

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain:

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**
- ❖ **What do the changes accomplish?**

- ❖ Do any personnel actions result from this budget modification? Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

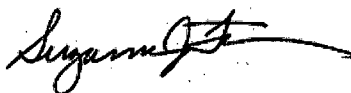
If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues.
5. Explain any citizen and/or other government participation that has or will take place.

Required Signatures:

Department/Agency Director:



Date: December 4, 2002

Budget Analyst

By:

Date:

Dept/Countywide HR

By:

Date:

Annual Report FY01-02

Multnomah County Auditor's Office

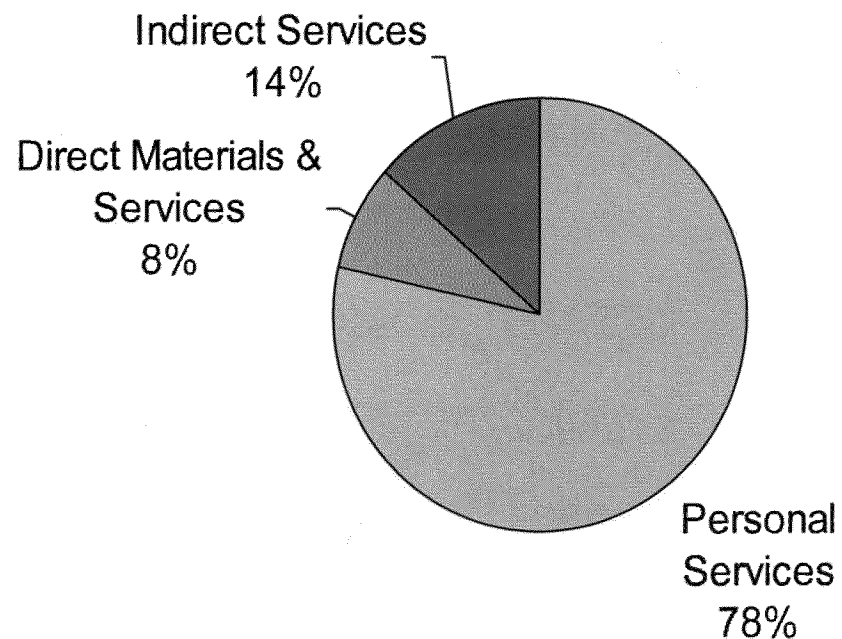
Mission

To ensure that County government is honest, efficient, effective, equitable and fully accountable to its citizens.

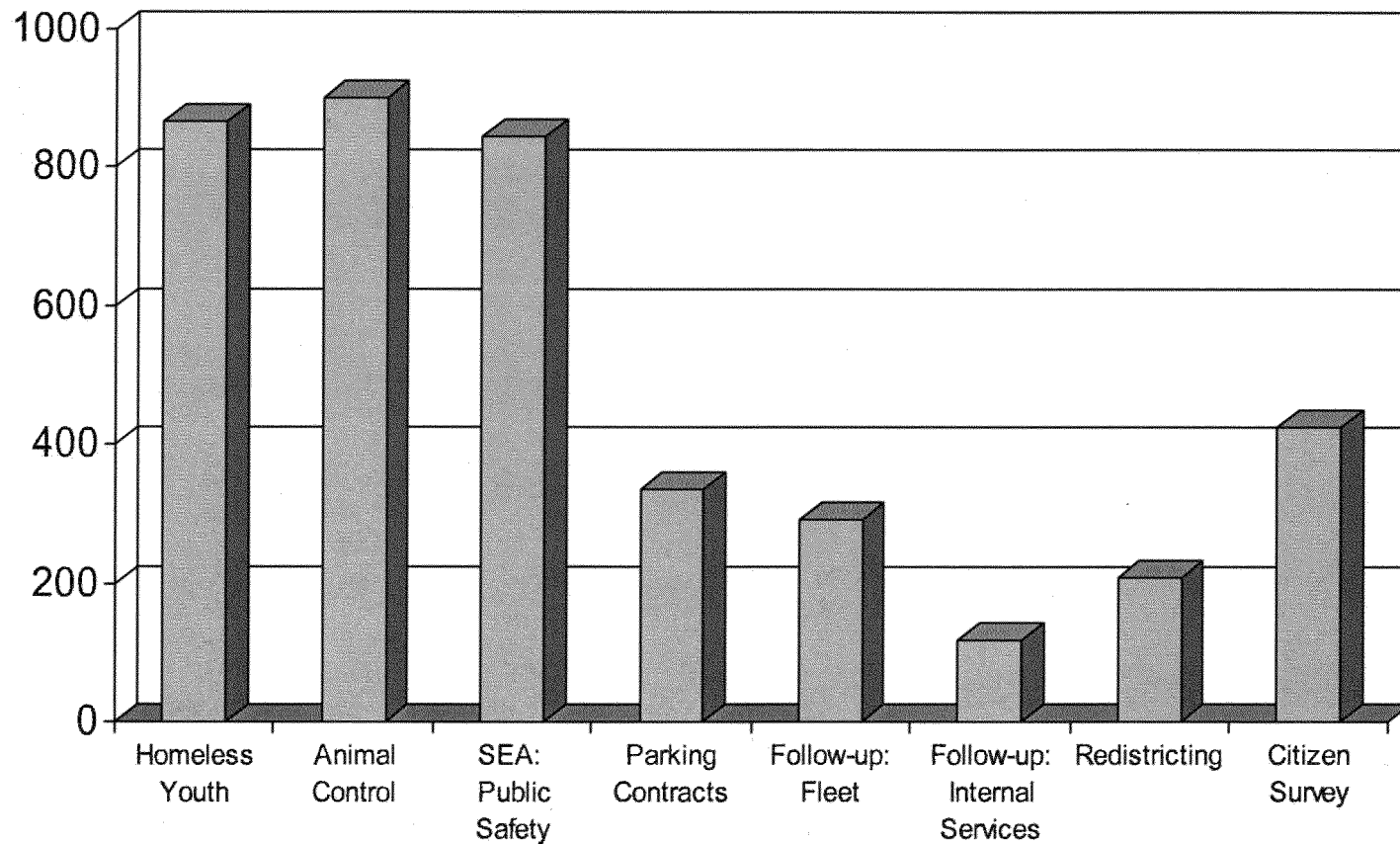
Reports Completed FY02

- Homeless Youth Services Continuum
- Animal Control
- Service Efforts & Accomplishments: Public Safety
- Parking Contracts
- Follow up: Fleet Services
- Follow up: Internal Services
- Redistricting Plan
- Citizens Survey 01

Spending by Type FY02



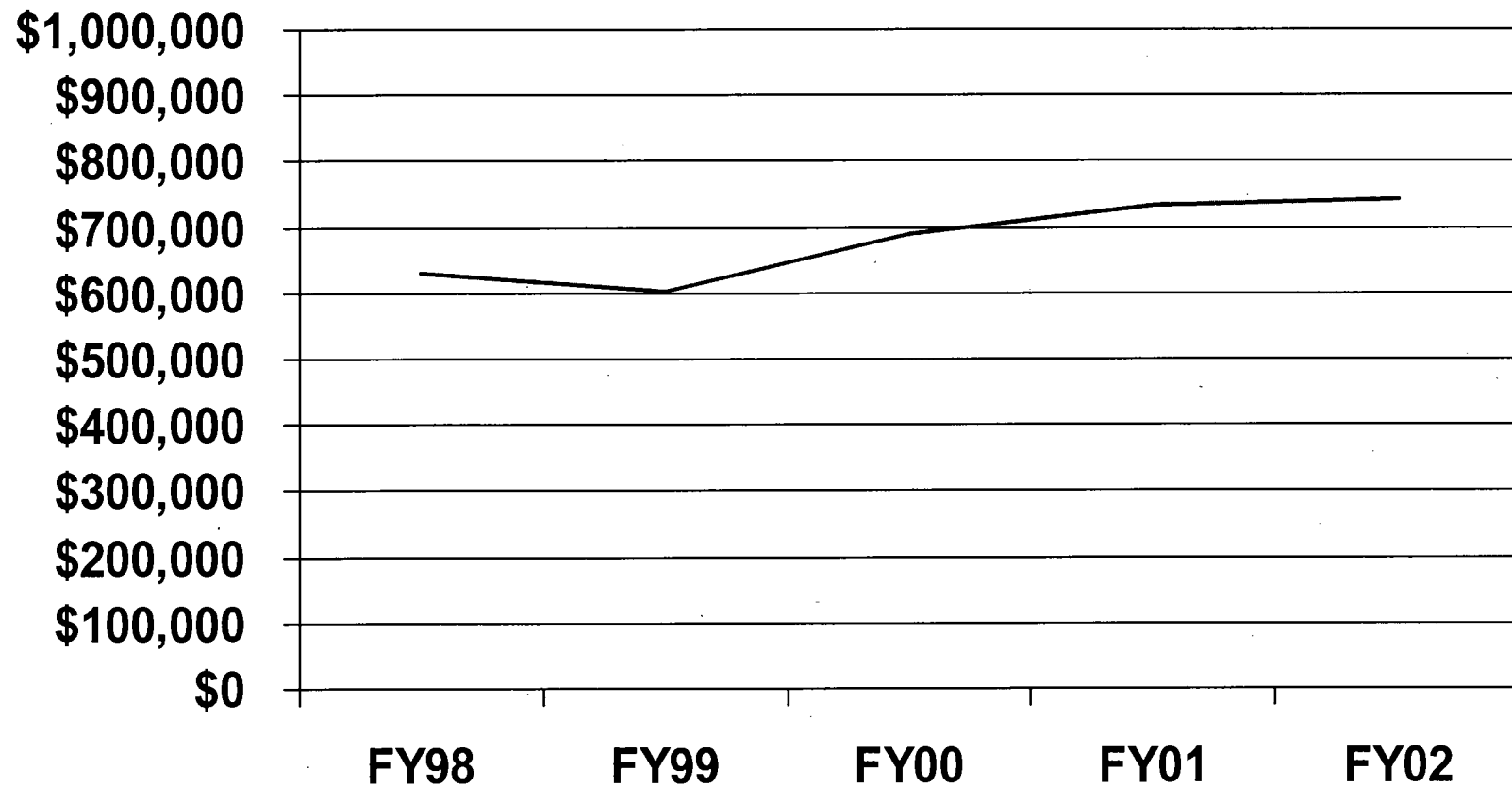
Hours per Audit FY02



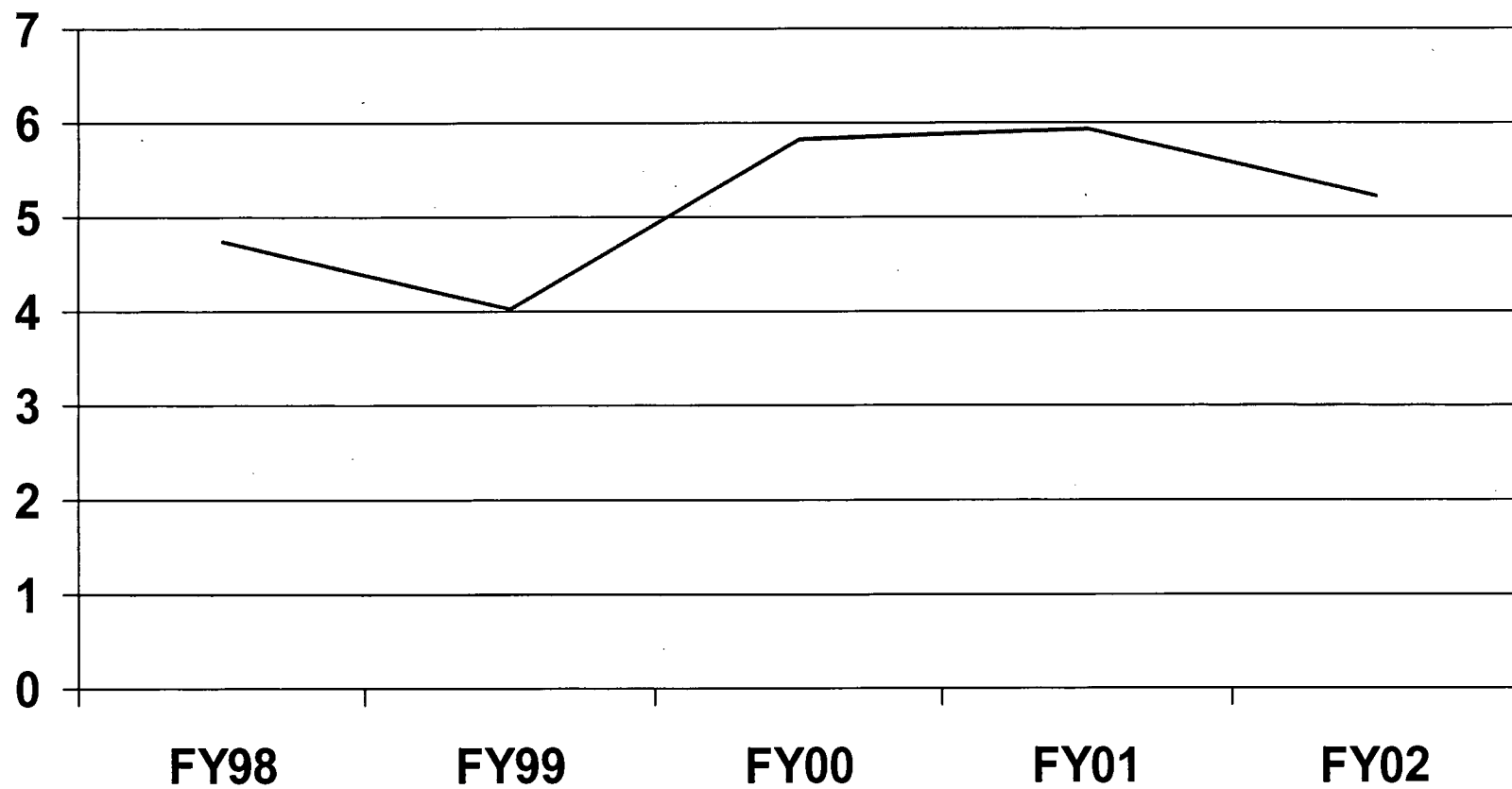
Accomplishments Past 4 Years

- Increased efficiency with electronic workpapers
- Development of new annual report on County performance (SEA)
- Development of citizen survey to measure County programs and efforts
- Completed strategic plan
- National award for best audit 1999
- Successful completion of two peer reviews that determined we were meeting government auditing standards

Spending

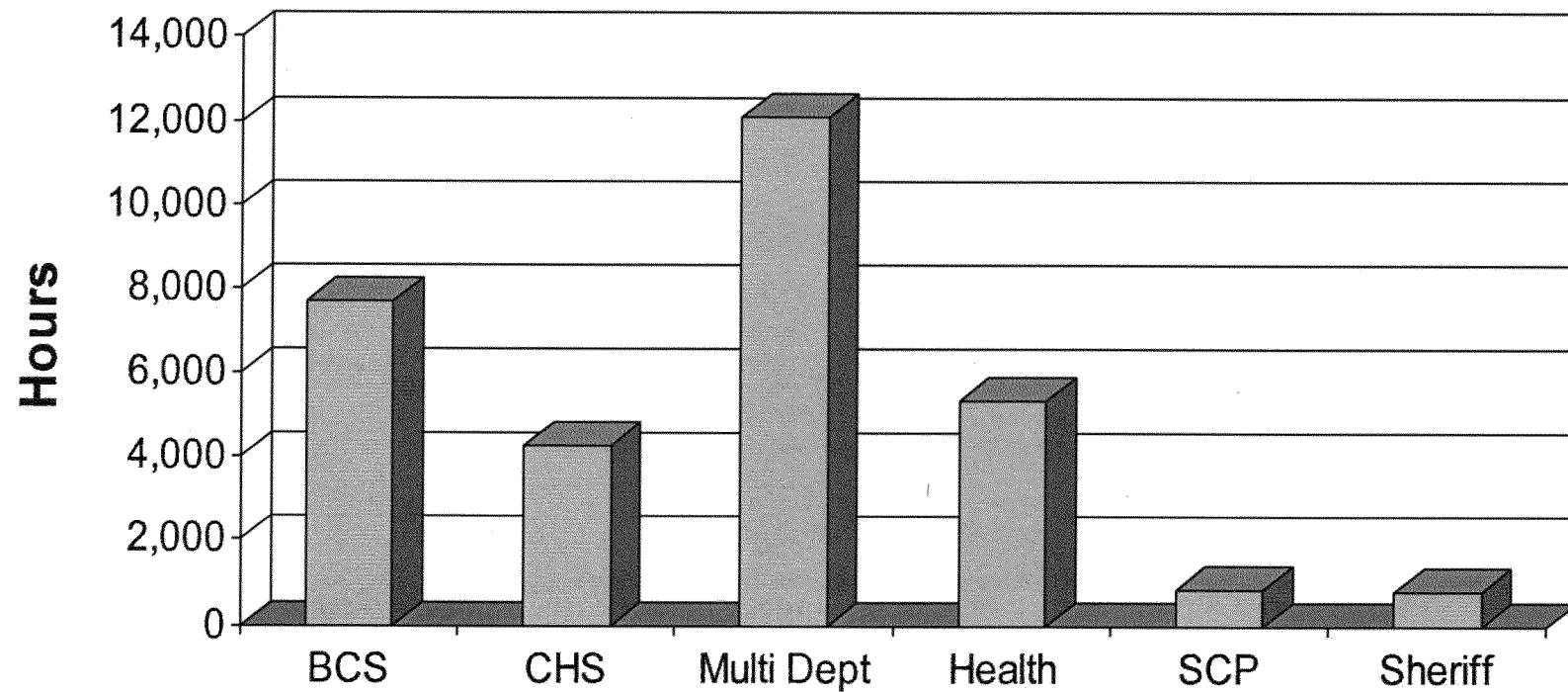


Staffing

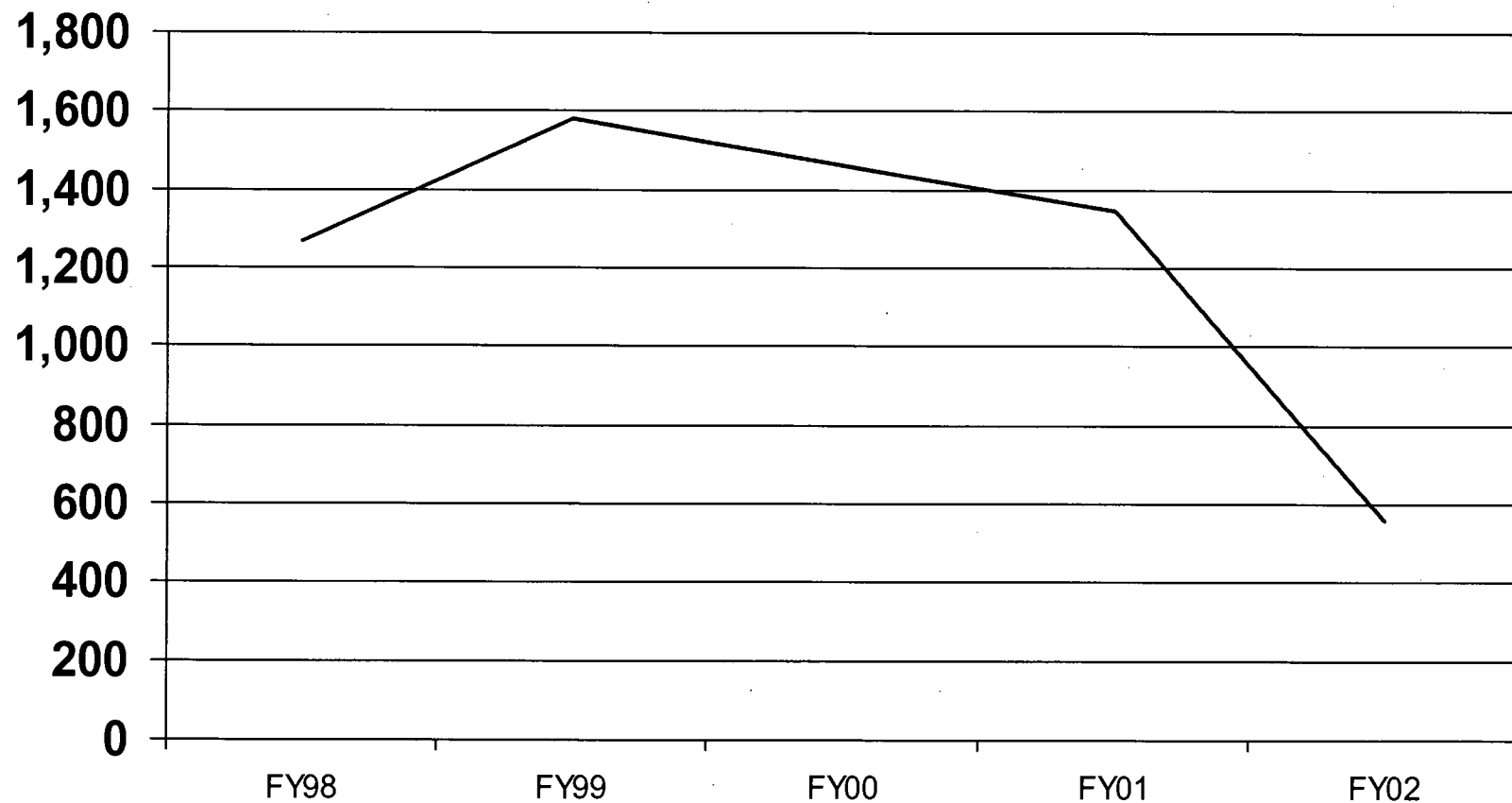


Direct Hours by Department

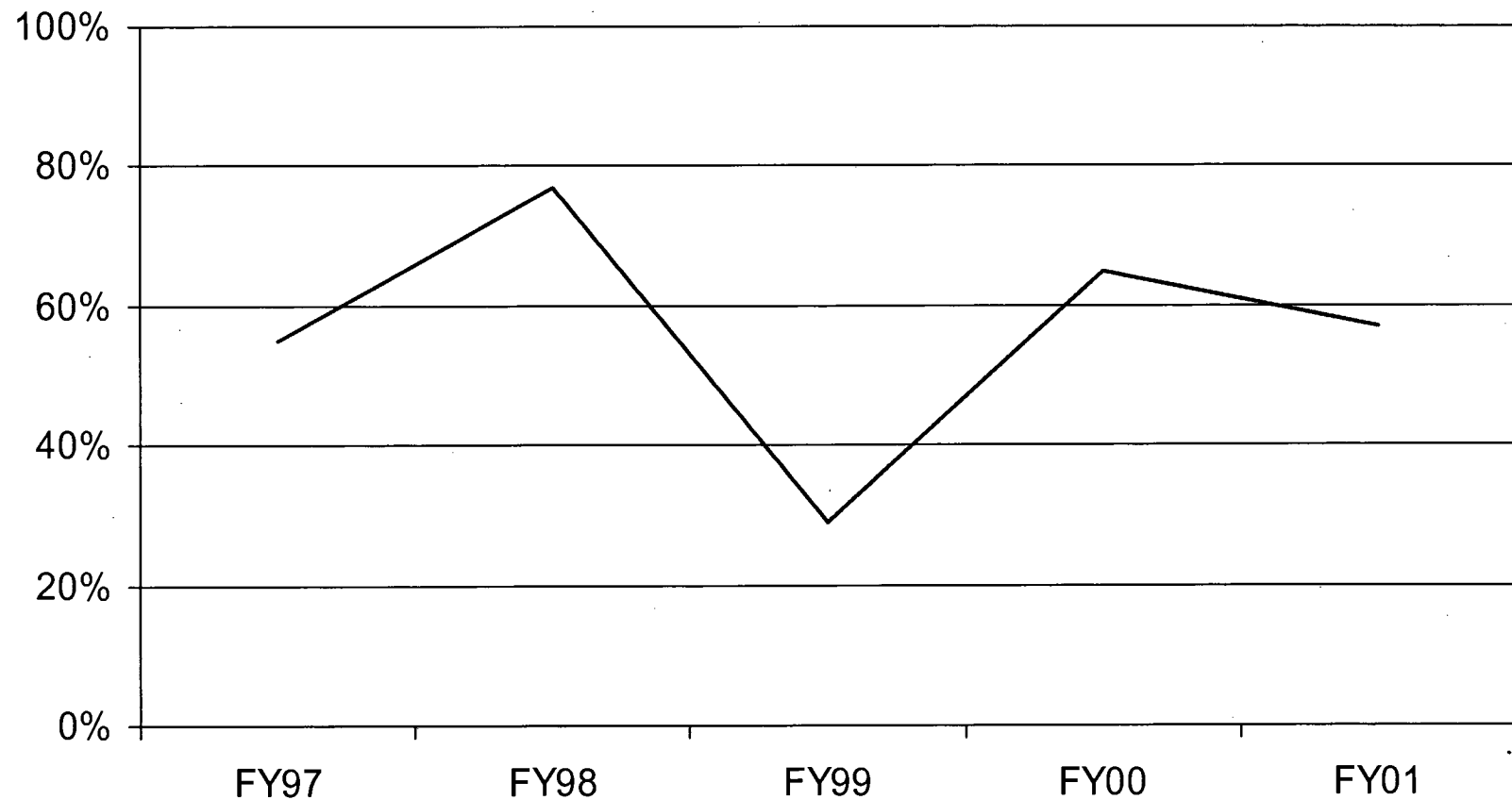
FY98 through FY02



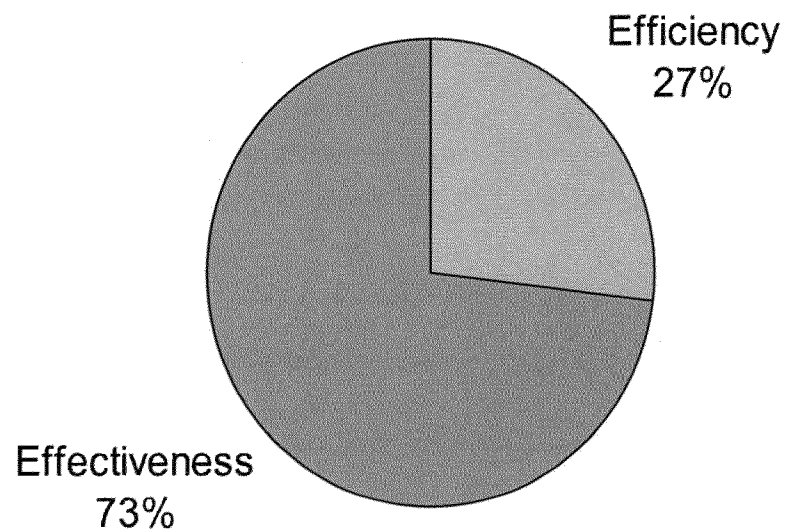
Average Hours per Project



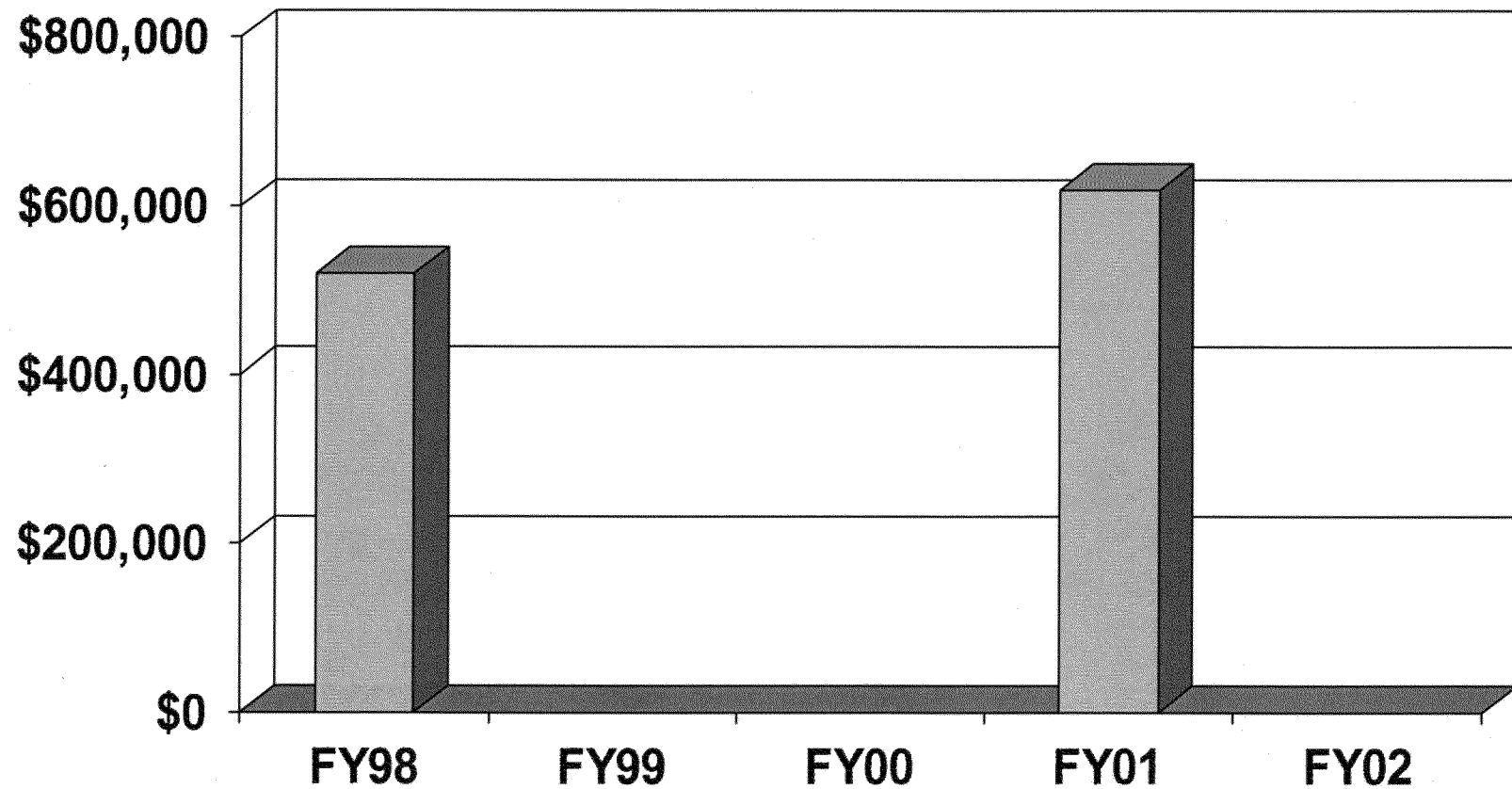
Implementation Rate



Recommendation Type FY98-02

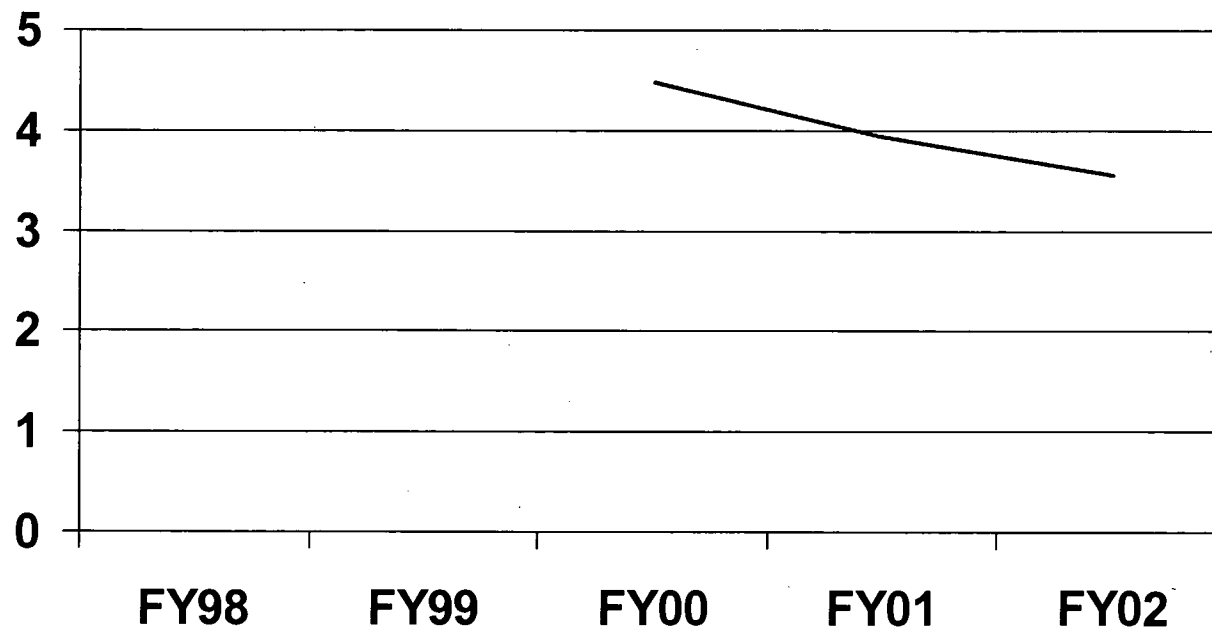


Financial Benefit



Post Audit Survey Results

Overall Satisfaction



Annual Report FY01-02

Multnomah County Auditor's Office

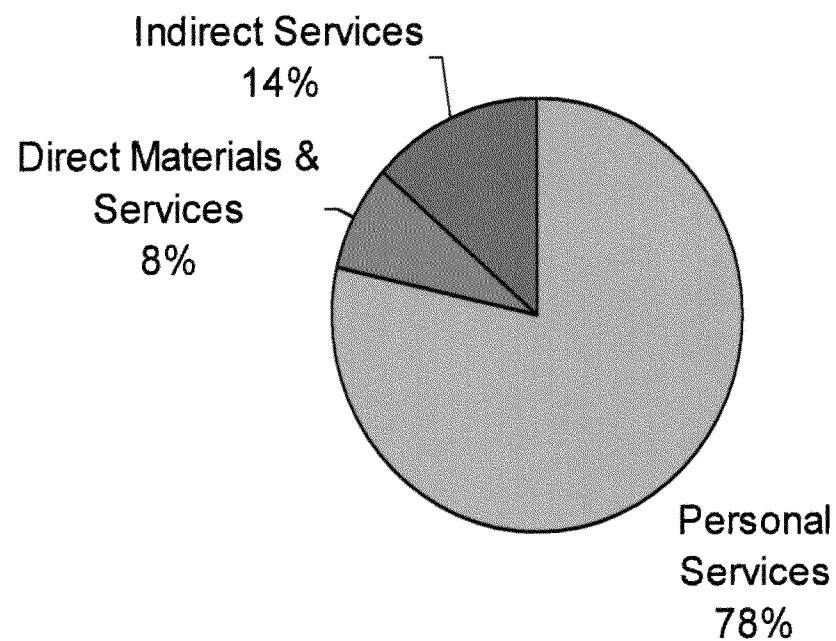
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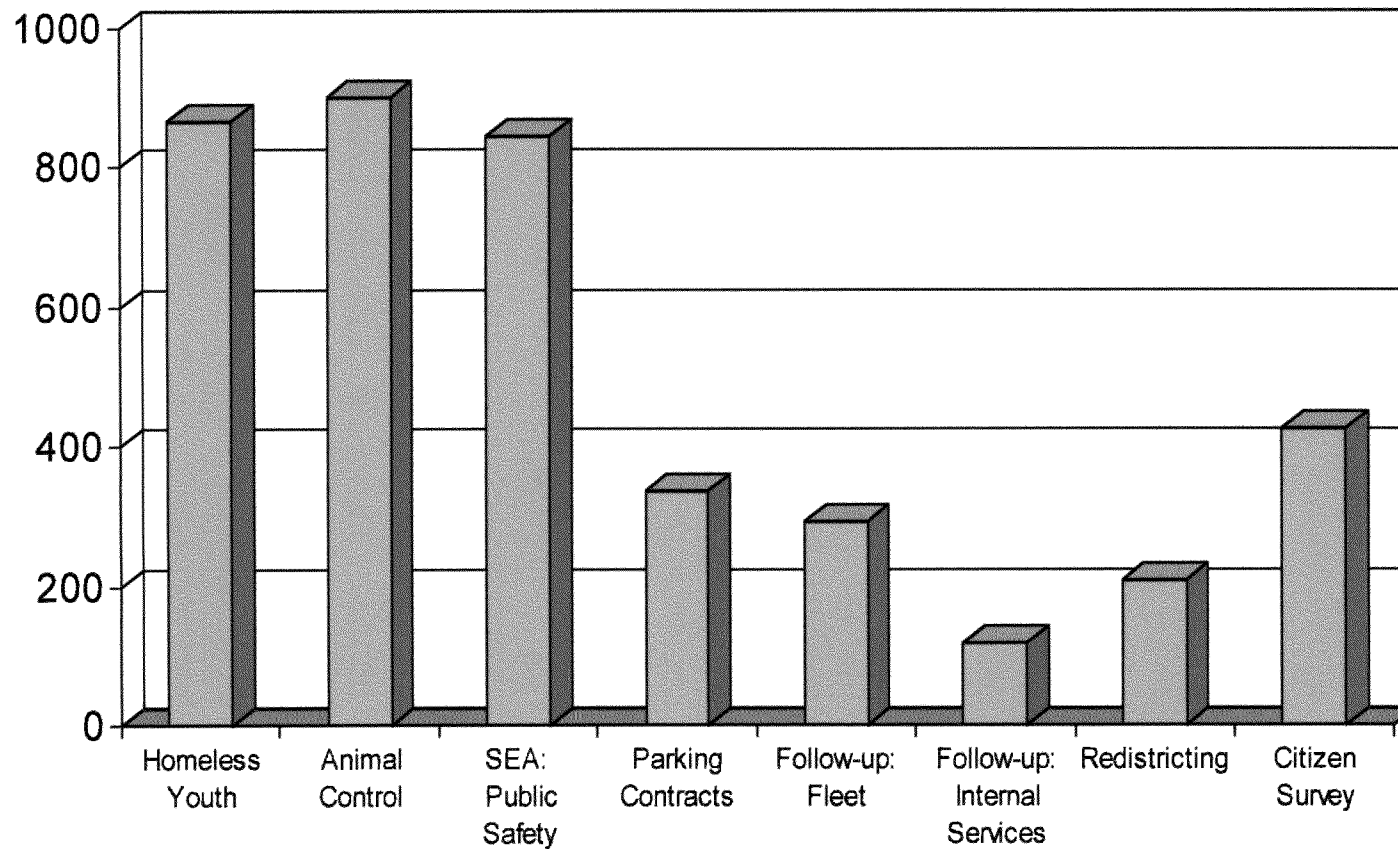
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- Redistricting Plan
- Citizens Survey 01

Spending by Type FY02



Hours per Audit FY02

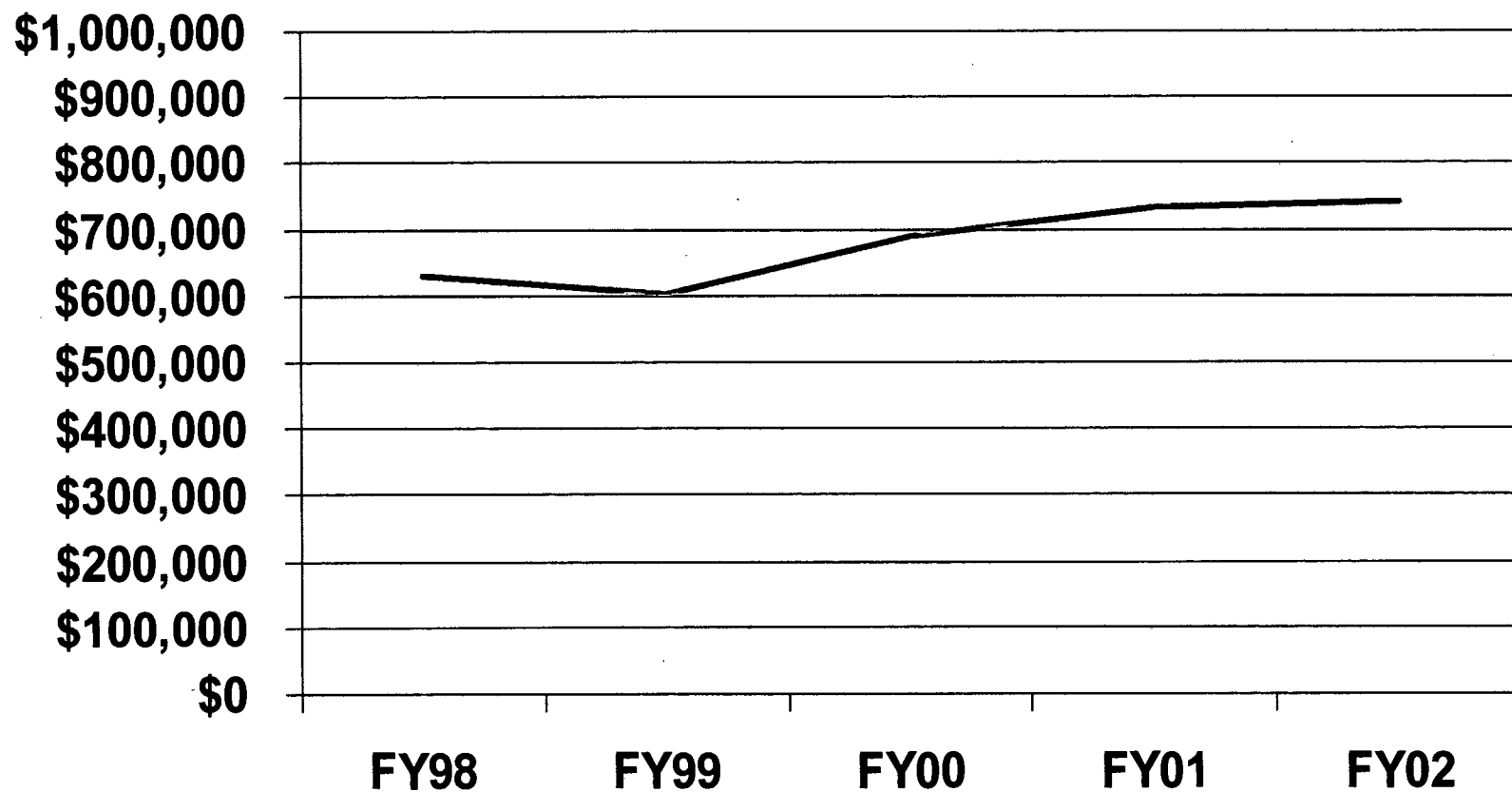


Multnomah County Auditor's Office

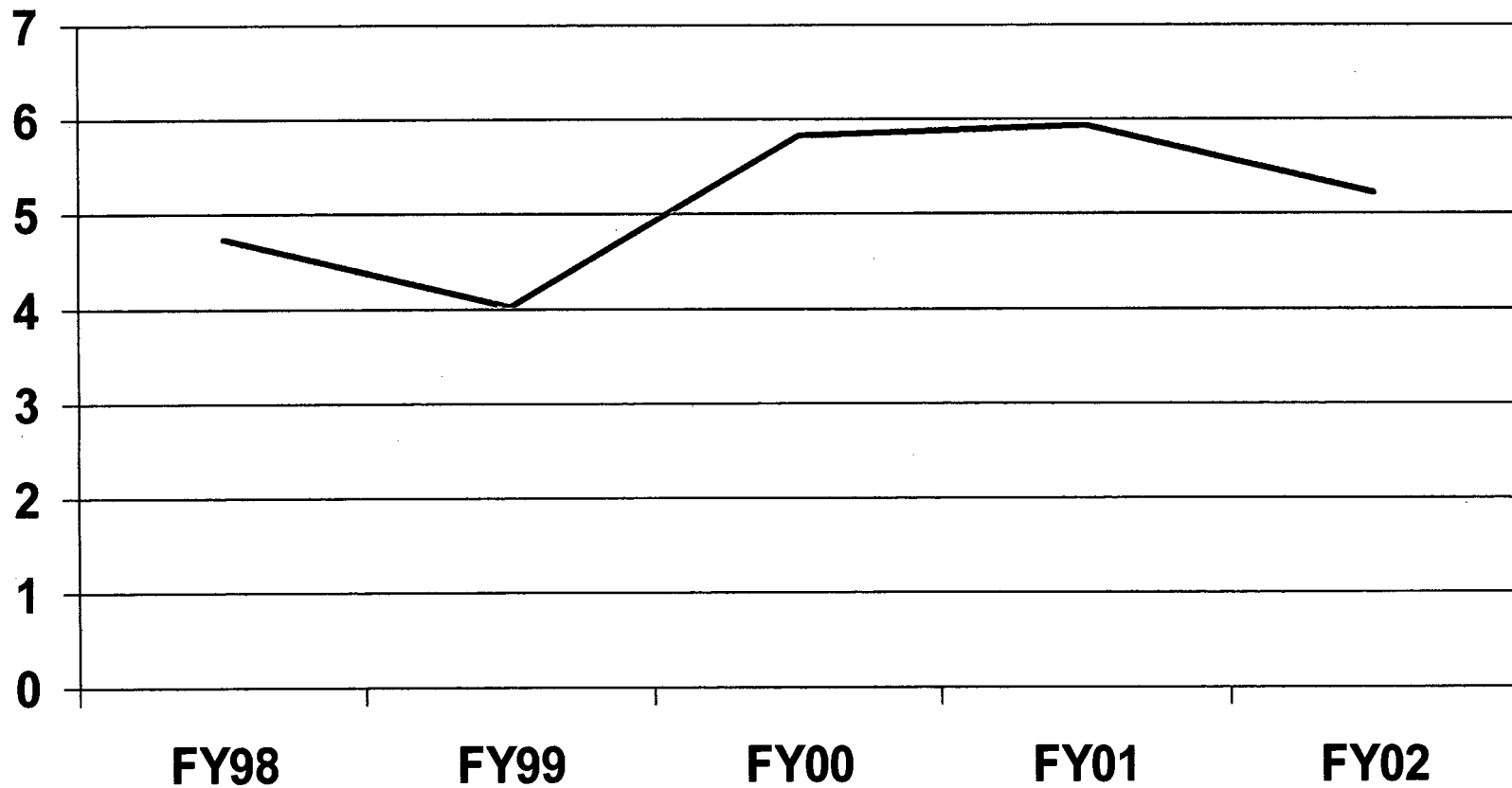
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Spending

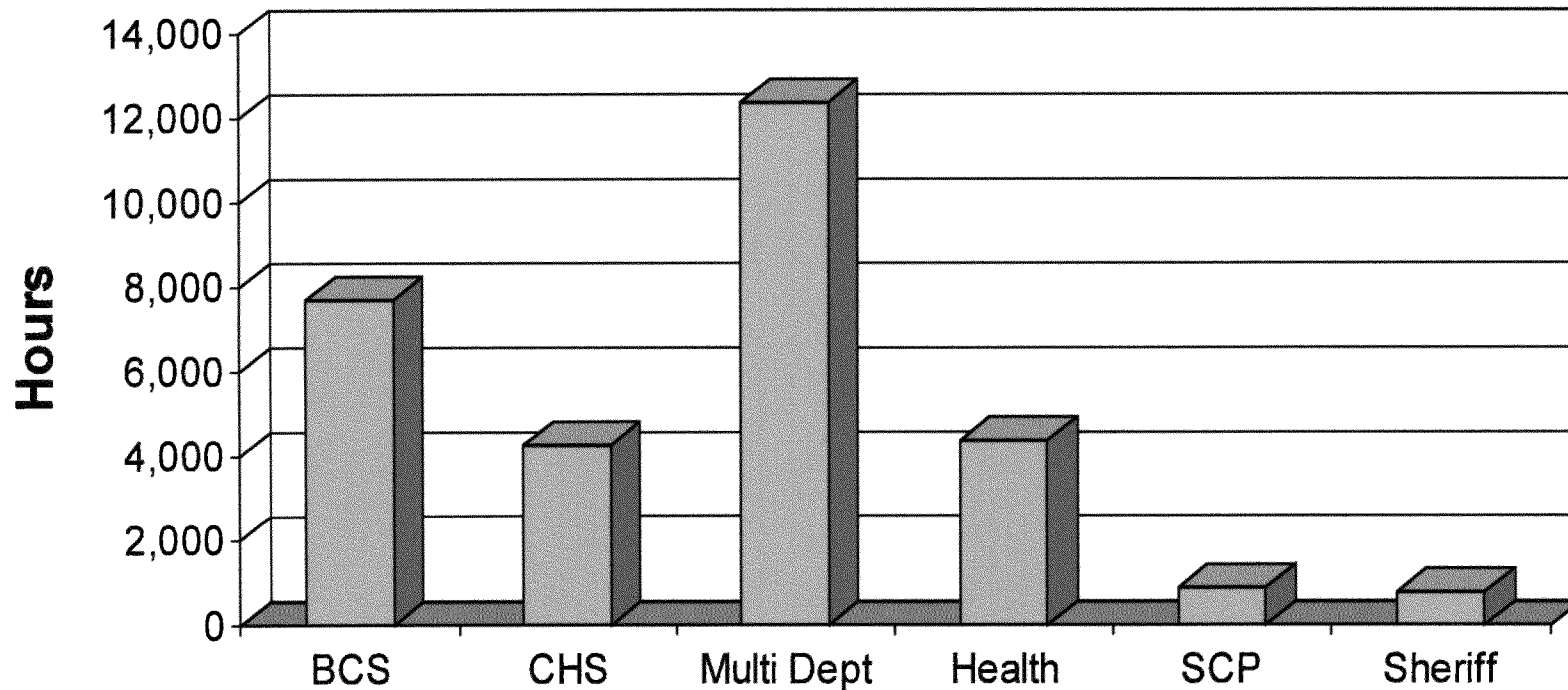


Staffing

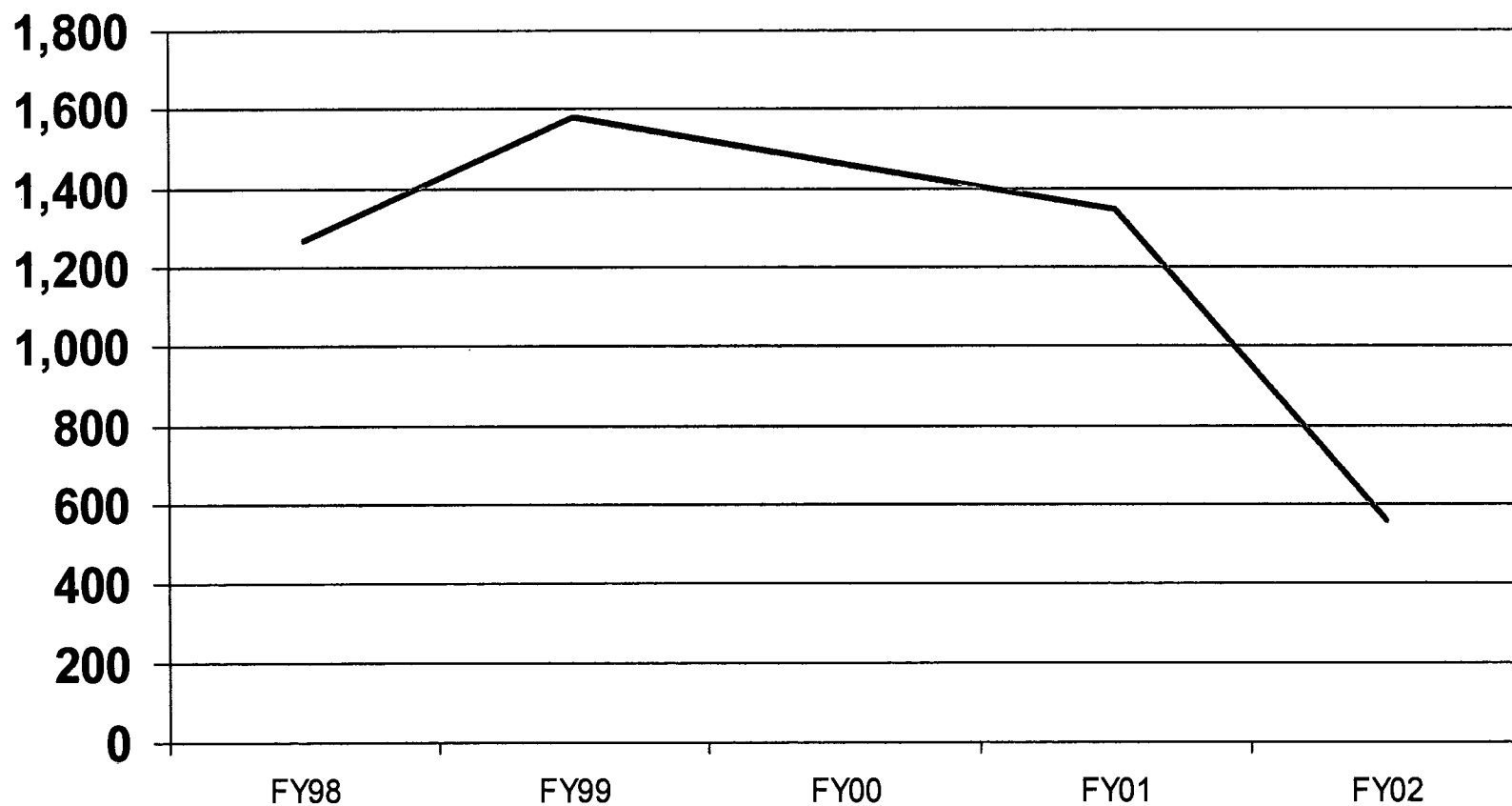


Direct Hours by Department

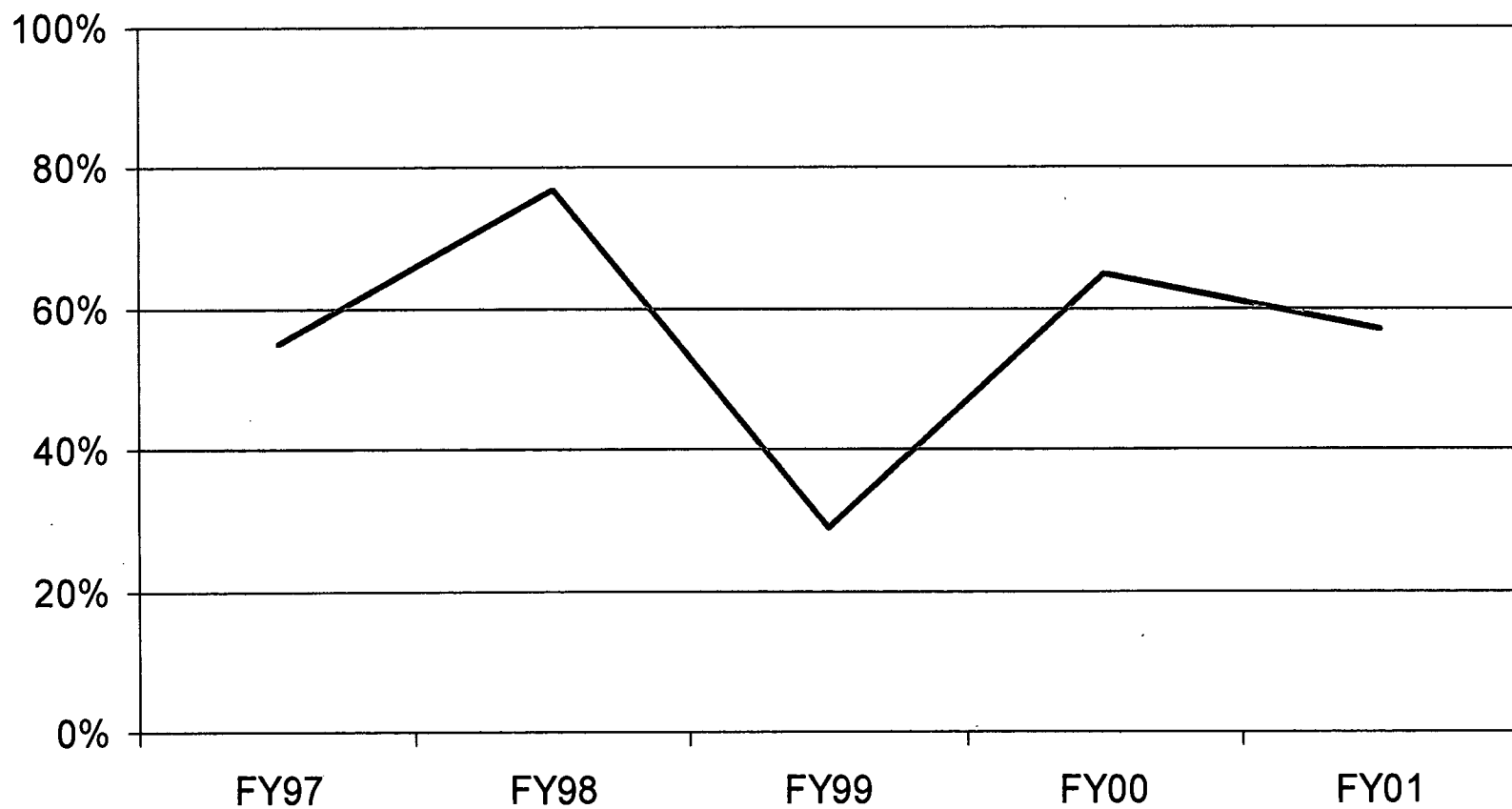
FY98 through FY02



Average Hours per Project

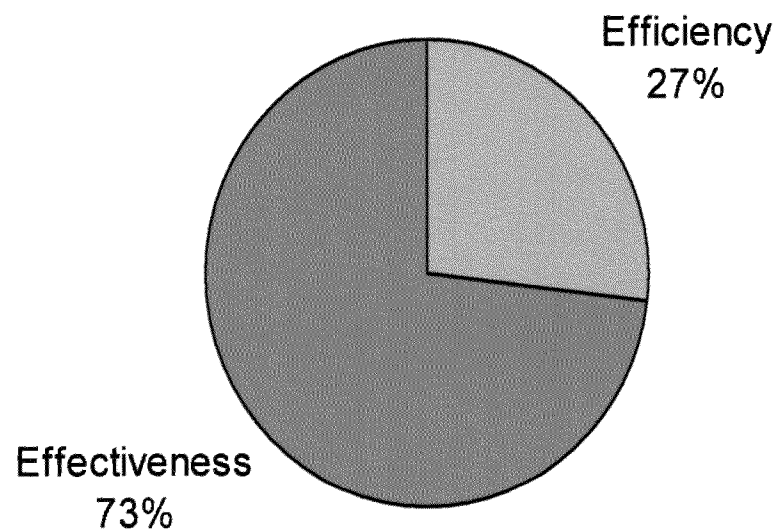


Implementation Rate

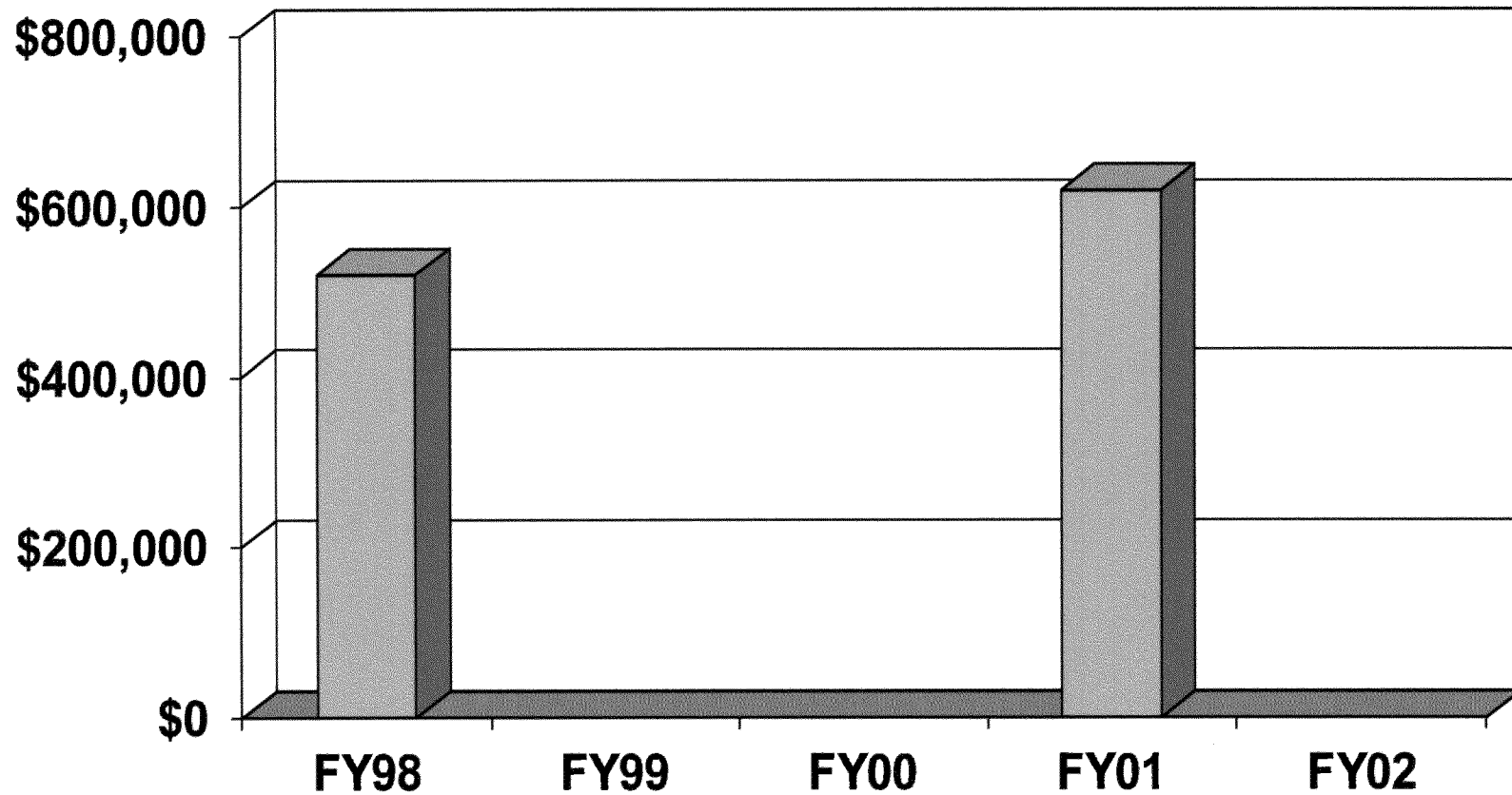


Multnomah County Auditor's Office

Recommendation Type FY98-02

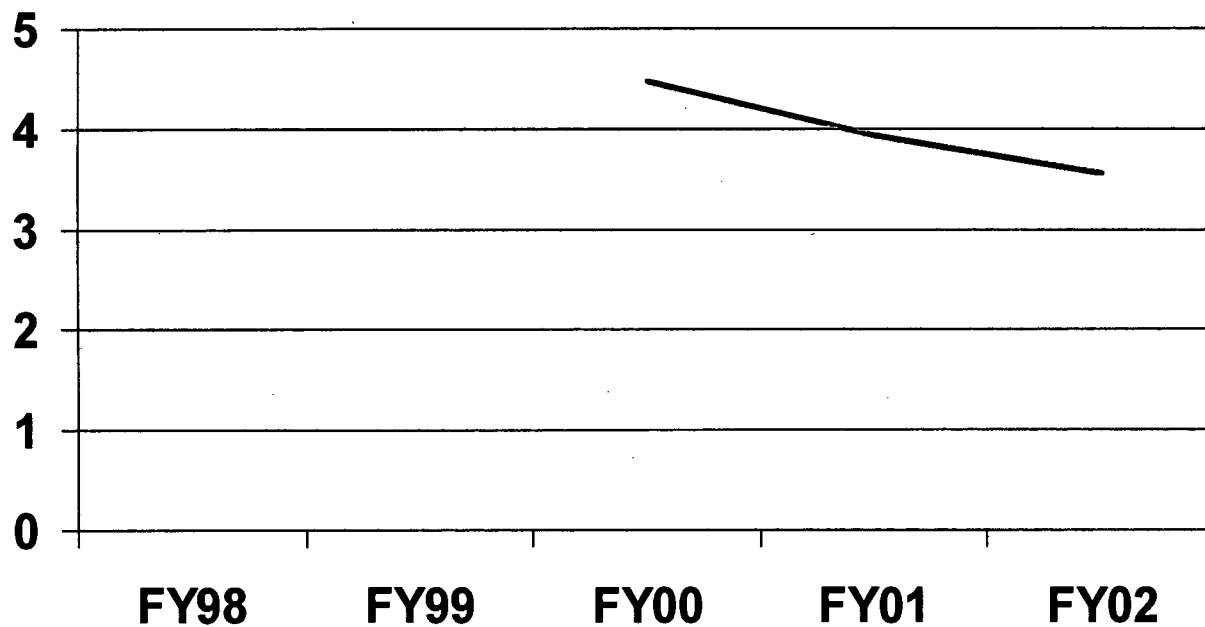


Financial Benefit

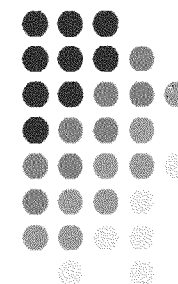


Post Audit Survey Results

Overall Satisfaction

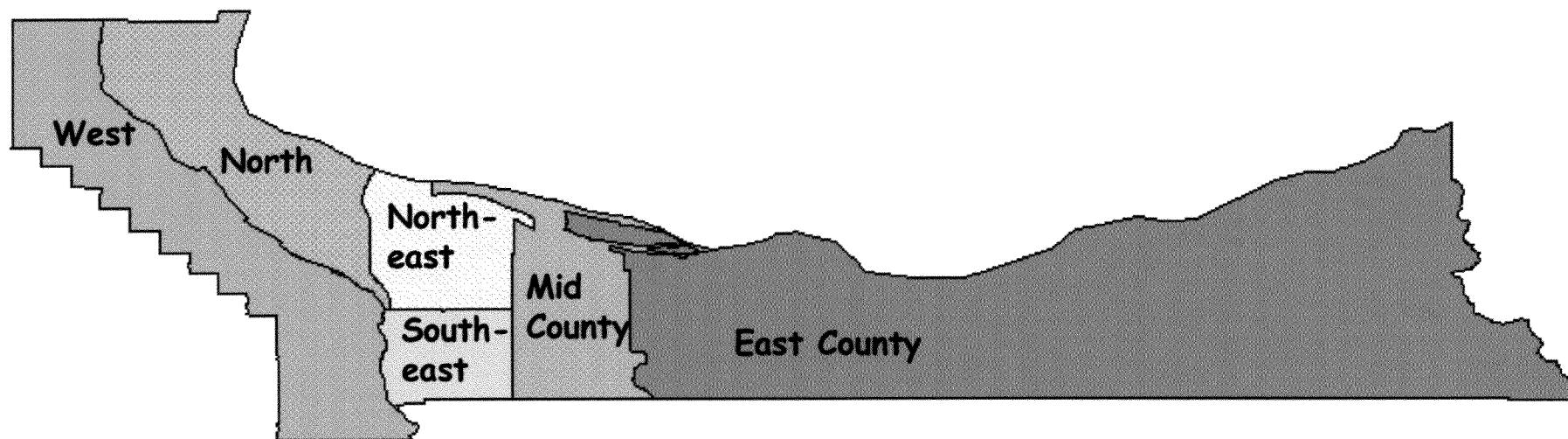
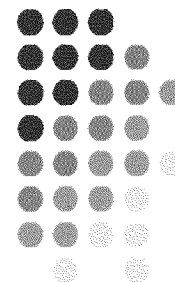


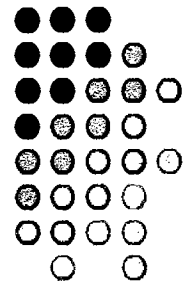
Second Annual Multnomah County Citizen Survey



2002 Results

Survey Background

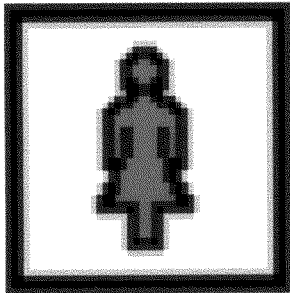
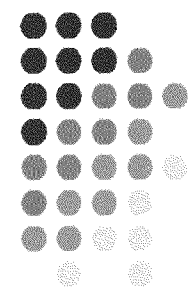




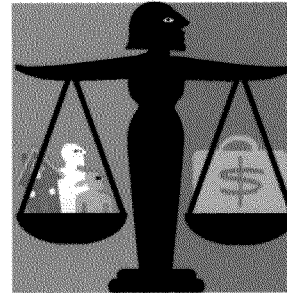
Purpose of Survey

- Measure citizen satisfaction
 - County impact on communities
 - County services
 - Access to County services

Respondents



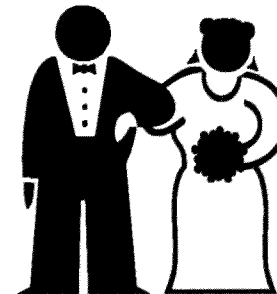
60% female



73% reported adequate income

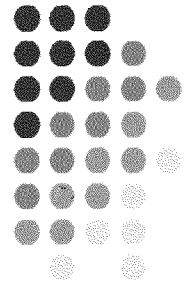


76% lived in a single family home



49% married

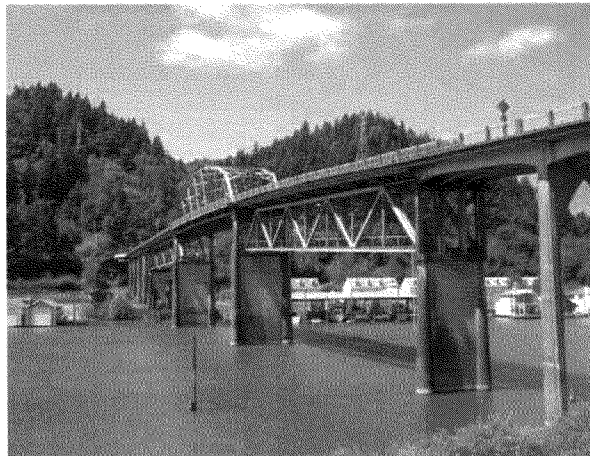
Identifiable County Services



Animal Control

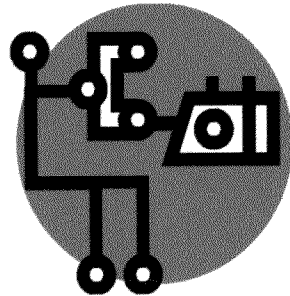


Libraries

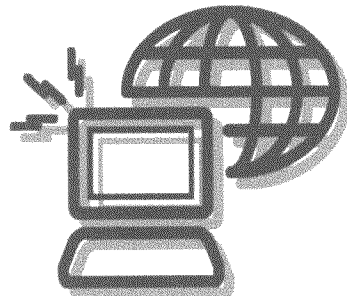


Bridges

Access



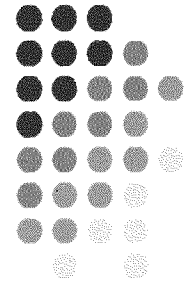
~1/4 knew about 503-823-4000



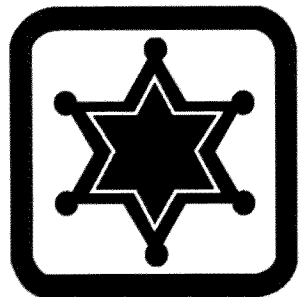
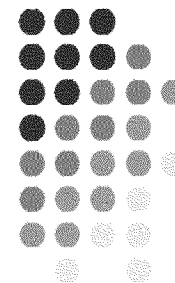
75% have access to the internet



~1/2 knew about the County Webpage

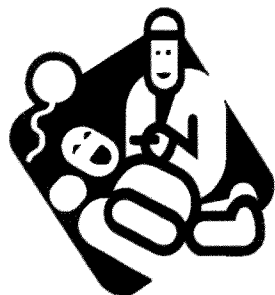


Finding Services

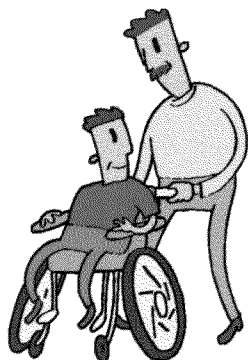


Criminal justice services were rated
easiest to find,

followed by

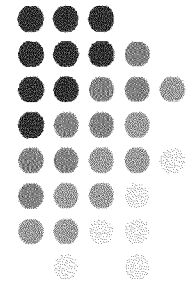


Health services &



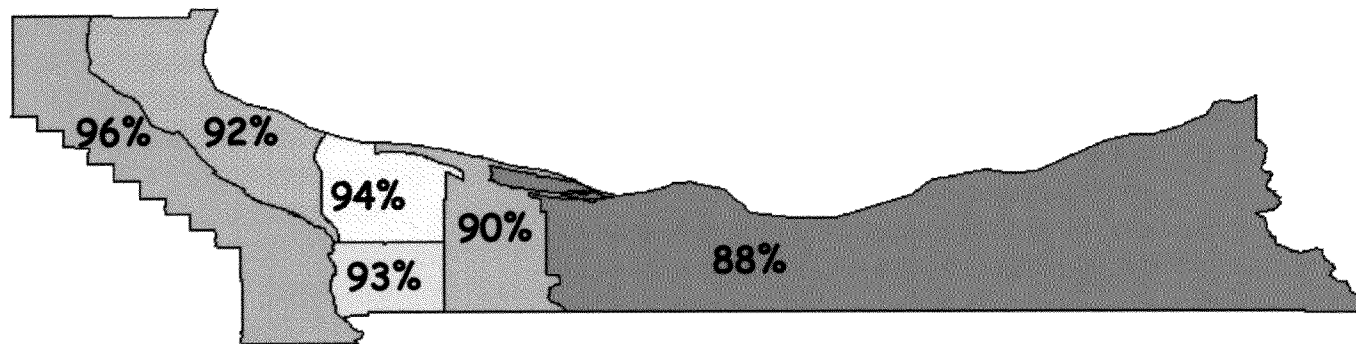
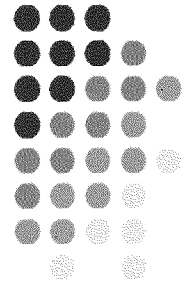
Adult & family services

Neighborhoods



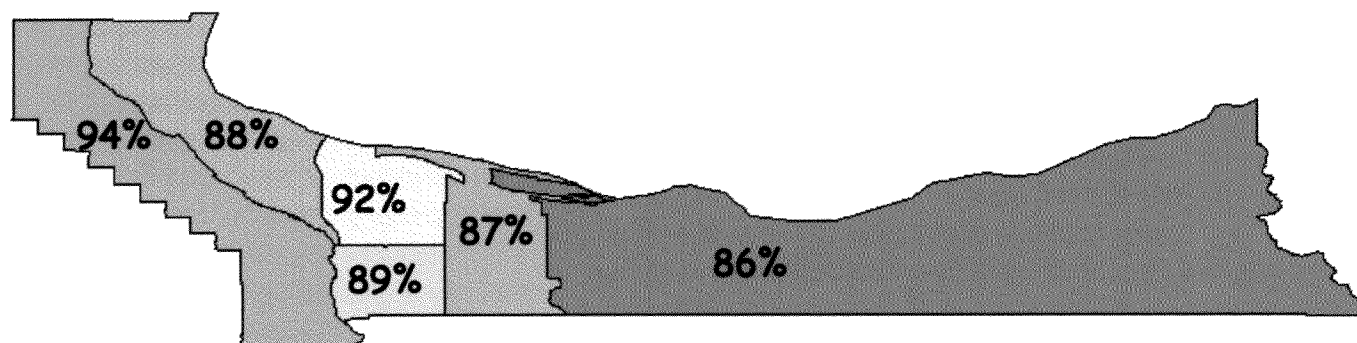
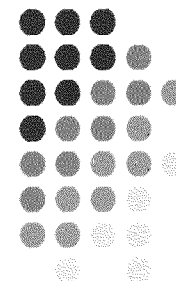
Respondents feel their neighborhoods are a good place to live, have people willing to help each other, & feel safe walking alone

Neighborhoods



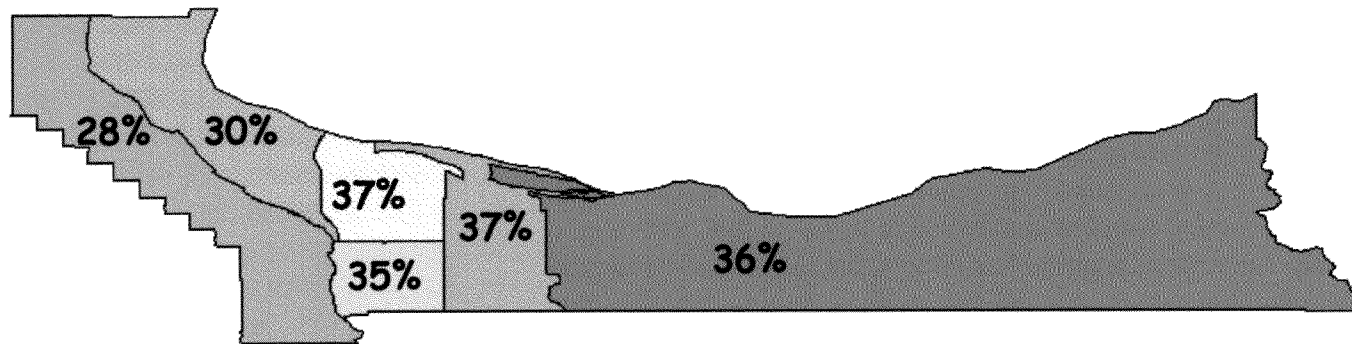
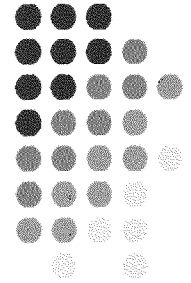
Percent of respondents somewhat agreeing or strongly agreeing their neighborhood is a good place to live

Neighborhoods



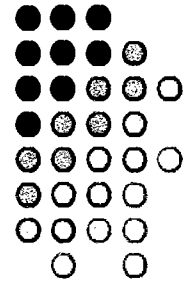
Percent of respondents somewhat agreeing or strongly agreeing that people in their community are willing to help their neighbors

Neighborhoods



Percent of respondents somewhat agreeing or strongly agreeing that people move in & out of their neighborhood a lot

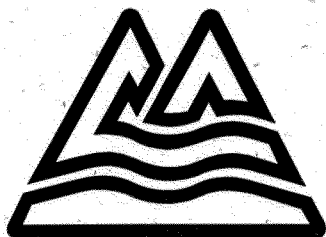
Multnomah County Citizen Survey 2002



The Multnomah County Auditor's Office conducted the telephone citizen survey with the assistance of Portland State University. Further results of the survey will be reported in the Auditor's 2002 Service, Efforts & Accomplishments (SEA) Report.

Multnomah County Auditor

**Annual
Report
2002**

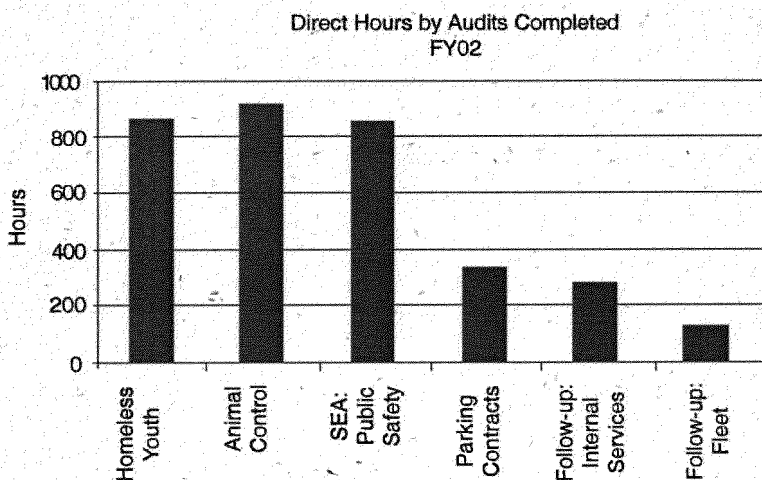


Fiscal Year 2002 Results

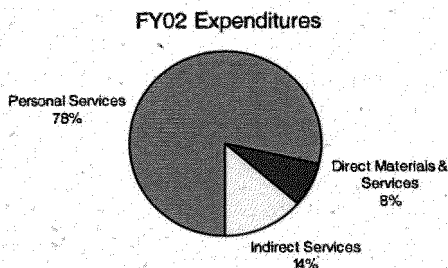
The primary work of the Auditor's Office is performance auditing. Performance auditing requires auditors to learn about an organization's goals and objectives and determine if they are being met. In many cases, County programs are compared to other jurisdictions or against other programs that have proven to be effective.

The Office also completes other types of projects that are intended to improve the performance of the County, such as the annual Service Efforts and Accomplishments report. The Office follows government auditing standards as recommended by the U.S. General Accounting Office and required by the County Charter.

In FY02, the Office completed eight projects. Two of these were follow-up reports on the County's progress in making changes that were recommended in previous audits. On average it took 560 hours to complete reports in FY02.



In FY02, the actual expenditure for the Office was \$740,703. Most of the spending is for personnel. There are six auditors in the Office who collectively have 72 years of auditing experience, six advanced degrees, and four auditor certifications.



Each fiscal year, the Office develops an audit schedule. Audit areas are selected based upon potential savings or improvement, interest of the Board of County Commissioners or the public, evidence of problems, potential for loss or risk, time since last audit, and audit staff resources. Many audits involve several departments in the County.

December 12, 2002

Dear Citizens of Multnomah County,

I am pleased to present the Auditor's Office Annual Report. This report is an opportunity to give an overview of the Office's work and accomplishments as well as to communicate our mission: to ensure that County government is honest, efficient, effective, equitable, and fully accountable to its citizens.

In the last fiscal year, we completed work in the following areas:

- Homeless Youth Services Continuum
- Animal Control
- Service Efforts & Accomplishments: Public Safety
- Parking Contracts
- Follow Up on Fleet Services Audit
- Follow Up on Internal Services Audit
- Redistricting Plan
- Citizen Survey 2001

I strongly believe that this work and the recommendations that came from it will help make County government more efficient and effective.

This is also an opportunity to reflect on other accomplishments from my first term in office. The Office's accomplishments include:

- Increased office efficiency with electronic workpapers
- Development of a new annual report on the County's performance (Service Efforts & Accomplishments)
- Development of a citizen survey designed to measure satisfaction with County programs and efforts
- National award for best audit in 1999
- Successful completion of two peer reviews to determine if the Office met government auditing standards

I think the work of this Office is important to citizens. This is your government and we should all work towards making it accountable. I also would like to thank Multnomah County's leaders and employees for working with us to improve services.

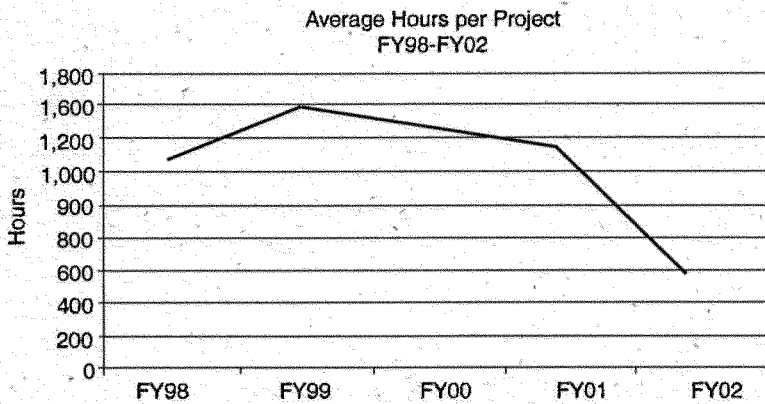
Sincerely,



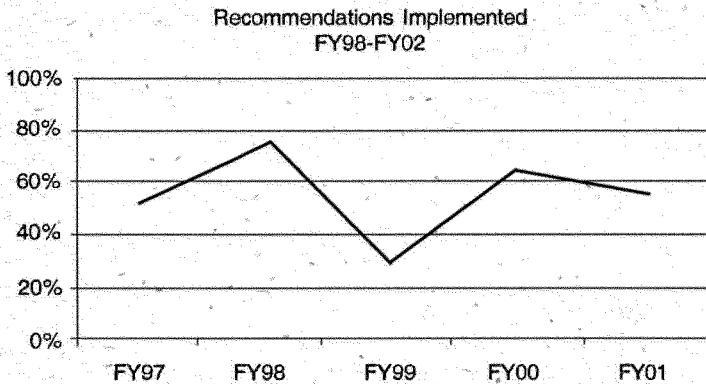
Suzanne Flynn
Multnomah County Auditor

A n n u a l R e p o r t

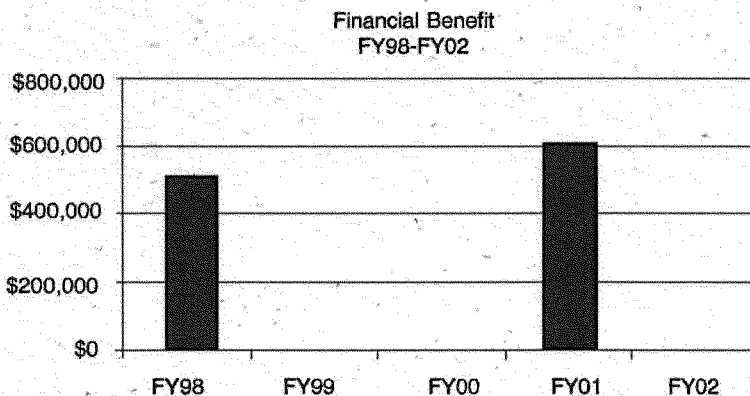
2002



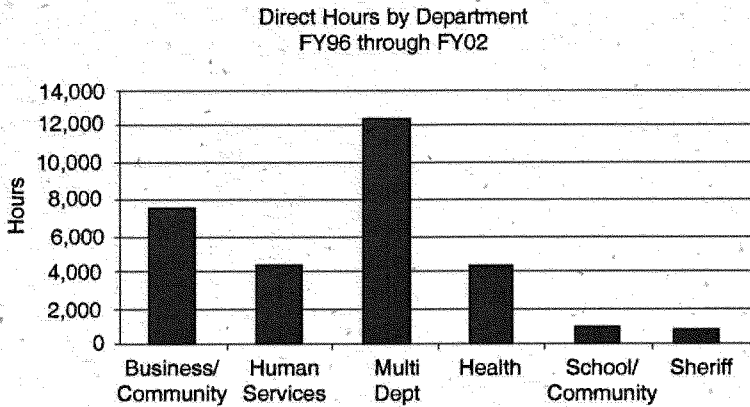
Audit recommendations are designed to improve either the efficiency or the effectiveness of County operations. In the last five years, 73% of all recommendations were designed to make the County more effective. How quickly a recommendation is implemented depends upon the difficulty of implementation.



In the past five years, 27% of all audit recommendations were to increase efficiency in County operations. When possible, we estimate the financial benefit of recommendations. The results obtained from recommendations that are intended to improve effectiveness are much harder to measure. We also survey auditees to see how effective they perceive audit recommendations to be.

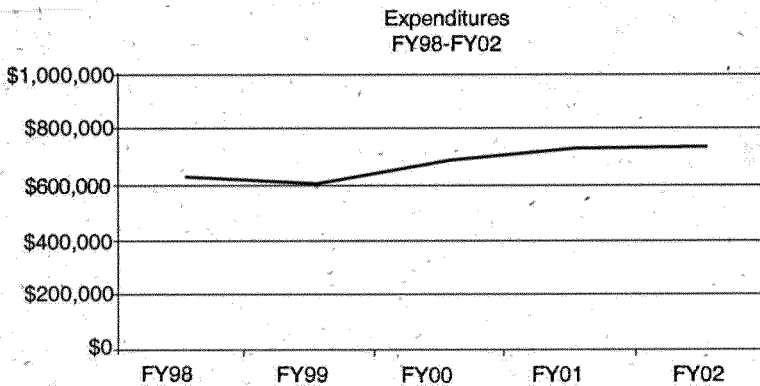


The chart below shows the distribution of audits by departments in the last five years.

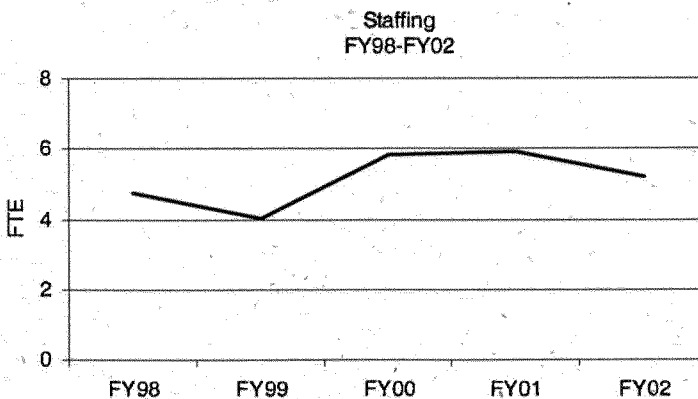


Trends

Once adjusted for inflation, total spending has increase 30% since FY98. A new auditor position was added in FY99, which explains much of the increase.



In FY99, the number of staff auditors increased from five to six. Changes in staffing levels in FY99 were also affected by the transition to a newly elected auditor. The decrease in FTE in FY02 reflects unpaid staff leave.



Audit projects vary considerably by topic and complexity. As a result, the time that it takes to complete an audit can also vary.

M 902

Multnomah County Auditor

501 SE Hawthorne Room 601

Portland OR 97214

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: December 12, 2002

Agenda Item #: B-2

Est. Start Time: 9:45 AM

Date Submitted: 12/04/02

Requested Date: December 12, 2002

Time Requested: 15 mins

Department: Non Departmental

Division: Auditor

Contact/s: Judy Rosenberger

Phone: 503/988-3320

Ext.: 83320

I/O Address: 503/601

Presenters: Suzanne Flynn, Janis Hull

Agenda Title: Citizen Survey – Board Briefing (with Power Point presentation)

NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.

-
1. **What action are you requesting from the Board? What is the department/agency recommendation?**
 2. **Please provide sufficient background information for the Board and the public to understand this issue.**
 3. **Explain the fiscal impact (current year and ongoing).**

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain:

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**
- ❖ **What do the changes accomplish?**

- ❖ Do any personnel actions result from this budget modification? Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues.
5. Explain any citizen and/or other government participation that has or will take place.

Required Signatures:

**Department/Agency Director:
Budget Analyst**



Date: December 4, 2002

By:

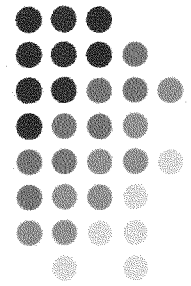
Date:

Dept/Countywide HR

By:

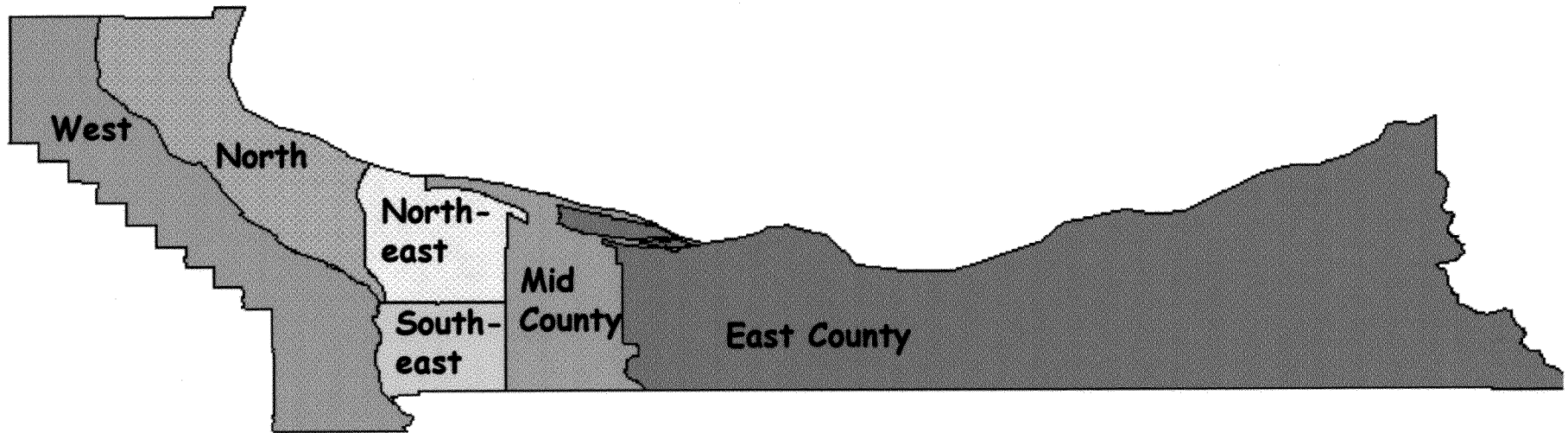
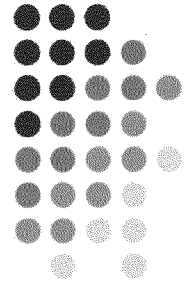
Date:

Second Annual Multnomah County Citizen Survey

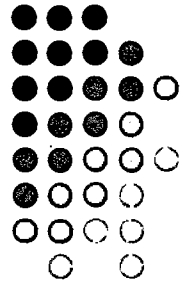


2002 Results

Survey Background

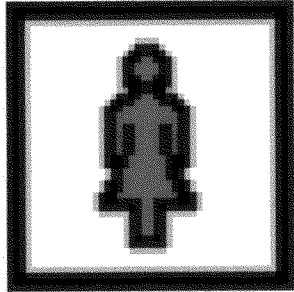


Purpose of Survey



- Measure citizen satisfaction
 - County impact on communities
 - County services
 - Access to County services

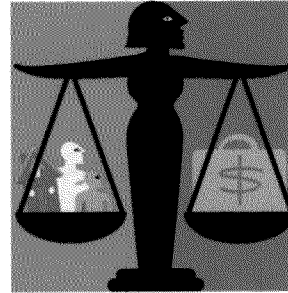
Respondents



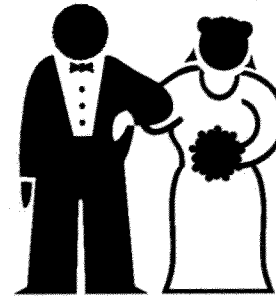
60% female



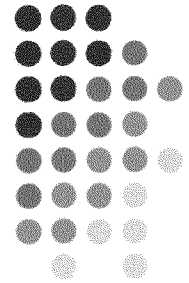
76% lived in a single family home



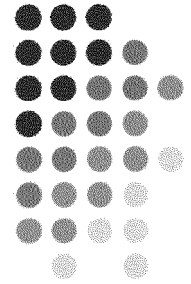
73% reported adequate income



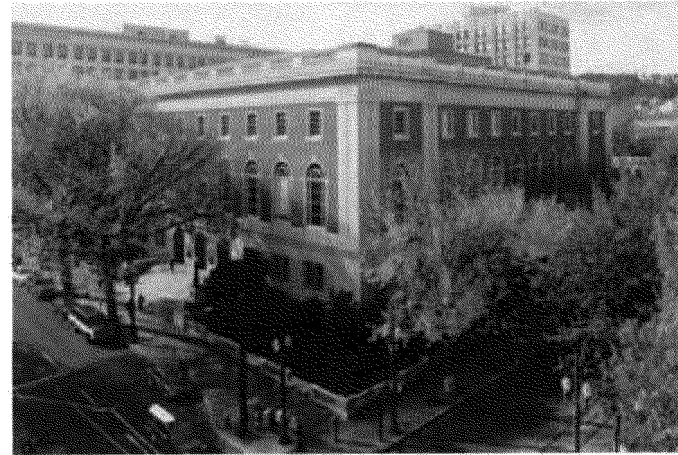
49% married



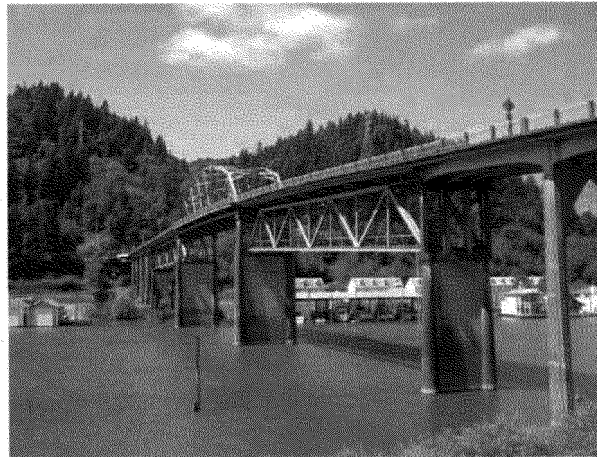
Identifiable County Services



Animal Control

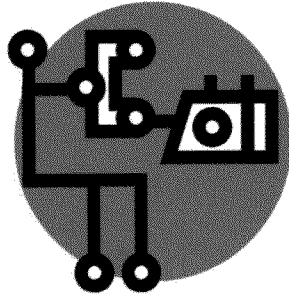


Libraries

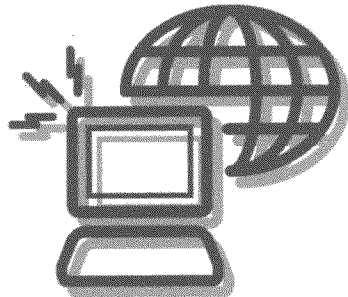


Bridges

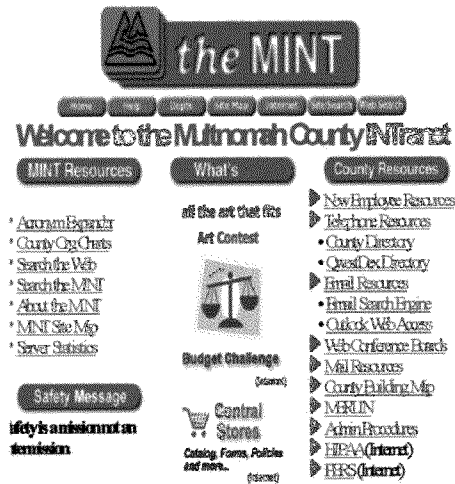
Access



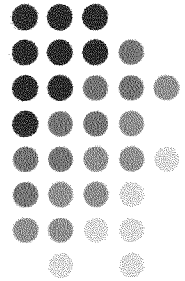
~1/4 knew about 503-823-4000



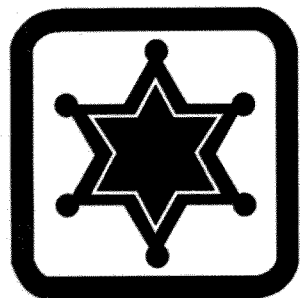
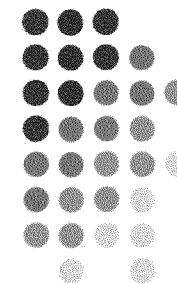
75% have access to the internet



~1/2 knew about the County Webpage

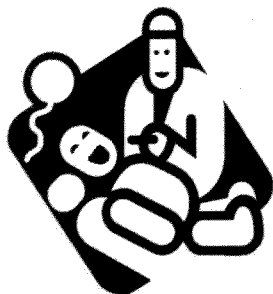


Finding Services

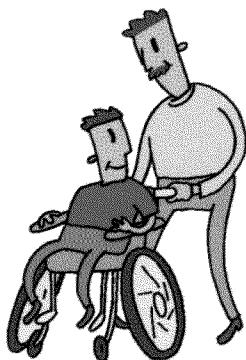


Criminal justice services were rated
easiest to find,

followed by

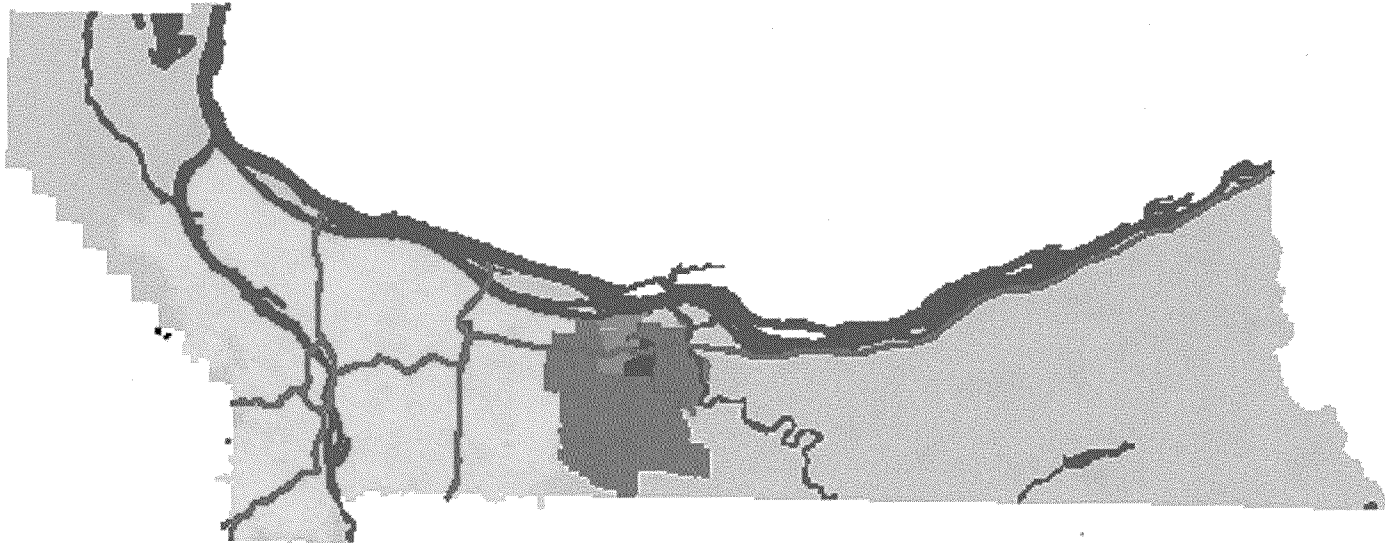
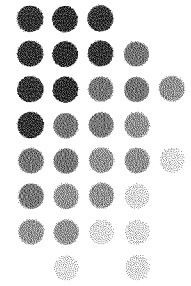


Health services &



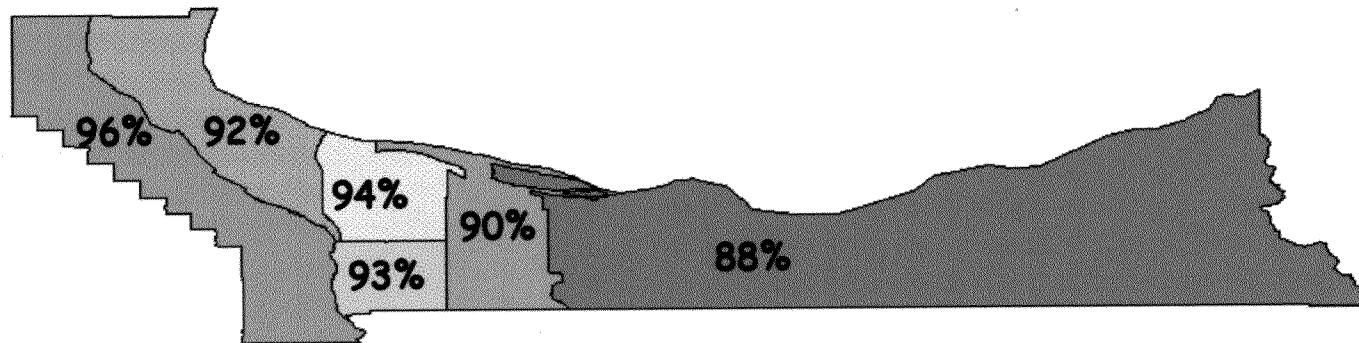
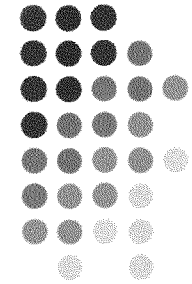
Adult & family services

Neighborhoods



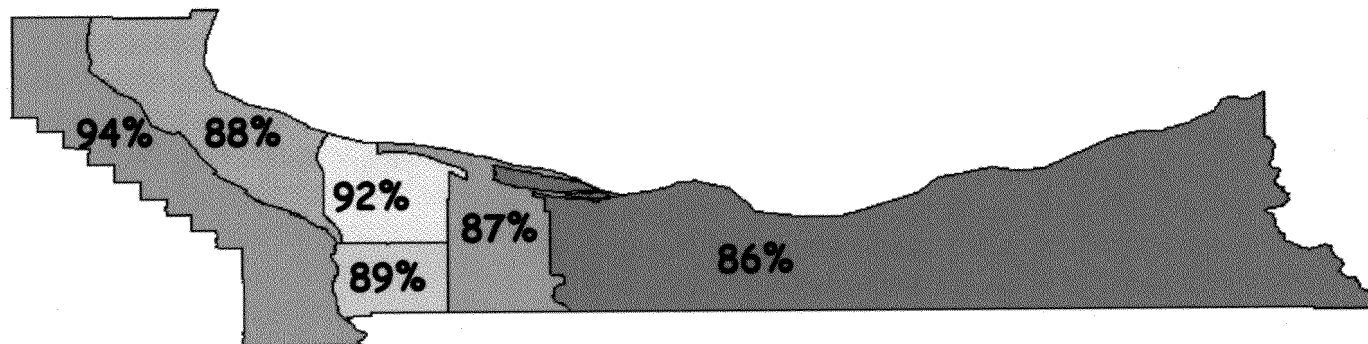
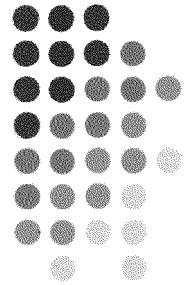
Respondents feel their neighborhoods are a good place to live, have people willing to help each other, & feel safe walking alone

Neighborhoods



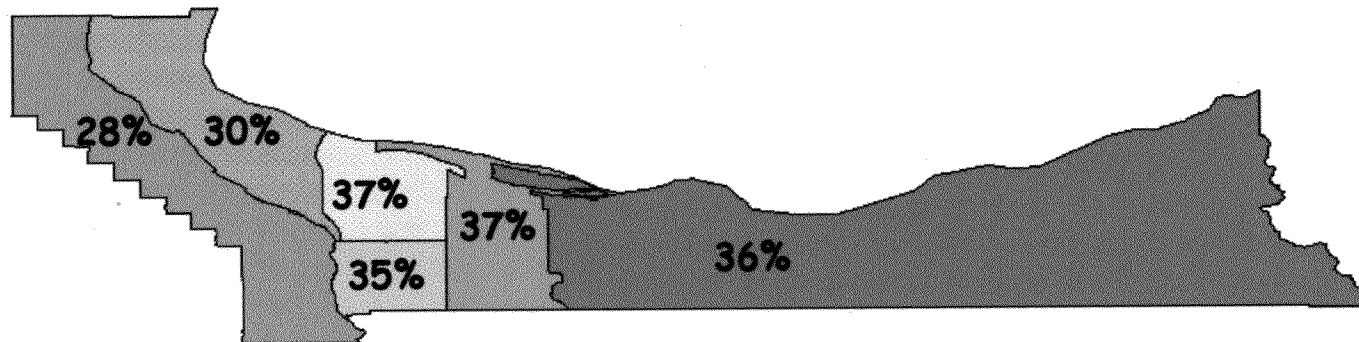
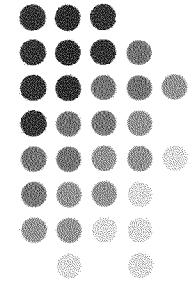
Percent of respondents somewhat agreeing or strongly agreeing their neighborhood is a good place to live

Neighborhoods



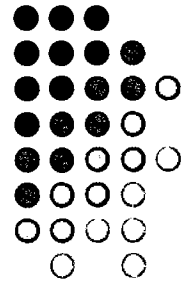
Percent of respondents somewhat agreeing or strongly agreeing that people in their community are willing to help their neighbors

Neighborhoods



Percent of respondents somewhat agreeing or strongly agreeing that people move in & out of their neighborhood a lot

Multnomah County Citizen Survey 2002



The Multnomah County Auditor's Office conducted the telephone citizen survey with the assistance of Portland State University. Further results of the survey will be reported in the Auditor's 2002 Service, Efforts & Accomplishments (SEA) Report.

AGENDA PLACEMENT REQUEST

Board Clerk Use Only:
Meeting Date: December 12, 2002

Bud Mod #:

Agenda Item #: C-1

Estimated Start Time: 10:00 AM

Date Submitted: 11/01/02

Requested Date:	12/12/2002	Time Requested:	Consent Agenda
Department:	Non-Departmental	Division:	Chair's Office
Contact/s:	Delma Farrell		
Phone:	503/988-3953	Ext.: 83953	I/O Address: 503/600
Presenters:	N/A		

Agenda Title: Appointment of Beth Palmer and reappointment of Pietro Ferrari to the Affordable Housing Development Program Technical Review Committee

NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.

Please answer all relevant questions; leave others blank. Please do not alter form.

- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

Recommend appointment of Beth Palmer (banking industry representative) and reappointment of Pietro Ferrari (philanthropic organization representative) to the Affordable Housing Development Program Technical Review Committee (AHDP/TRC).

- 2. Please provide sufficient background information for the Board and the public to understand this issue.**

The ADHP/TRC makes recommendations to the Board of County Commissioners regarding all dispositions of tax foreclosed properties for affordable housing under the procedures of the Affordable Housing Development Program. Committee membership consists of representatives from the City of Gresham, the City of Portland, the Community Development Block Grant Urban County Policy Advisory Board, a philanthropic organization, the banking industry, the Citizen Involvement Committee and the Board of County Commissioners. Members are appointed by the County Chair with approval by the Board of County Commissioners. H. C. Tupper from the Office of School & Community Partnerships staffs the Committee.

- 3. Explain the fiscal impact (current year and ongoing).**

No fiscal impact.

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain:

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**
- ❖ **What do the changes accomplish?**
- ❖ **Do any personnel actions result from this budget modification? Explain.**
- ❖ **Is the revenue one-time-only in nature?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**
- ❖ **Has this request been made before? When? What was the outcome?**

If grant application/notice of intent, explain:

- ❖ **Who is the granting agency?**
- ❖ **Specify grant requirements and goals.**
- ❖ **Explain grant funding detail – is this a one time only or long term commitment?**
- ❖ **What are the estimated filing timelines?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**
- ❖ **How will the county indirect and departmental overhead costs be covered?**

4. Explain any legal and/or policy issues involved.

No legal/policy issues.

5. Explain any citizen and/or other government participation that has or will take place.

The AHDP/TRC Committee membership committee includes citizen volunteers.

Required Approvals (typed names indicate approval)

Department/Agency Director (type name of approver): Diane M. Linn

Agenda Review Team

By: (type name of approver):

Date:

AGENDA PLACEMENT REQUEST

Board Clerk Use Only:
Meeting Date: December 12, 2002

Bud Mod #:

Agenda Item #: C-2

Estimated Start Time: 10:00 AM

Date Submitted: 11/13/02

Requested Date: December 12, 2002

Time Requested: Consent Calendar

Department: Office of School and Community Partnerships Division: Community Svcs

Contact/s: Peggy Samolinski/ Kathy Tinkle

Phone: 503-988-6295 x 24564

Ext.: 26858

I/O Address: 166/2

Presenters: Kathy Tinkle

Agenda Title: Intergovernmental Revenue Agreement / Omnibus with the City of Portland for Homeless/Transition, Public Safety, Youth Employment and Empowerment (YEEP) and Housing Program Services.

NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.

Please answer all relevant questions; leave others blank. Please do not alter form.

1. What action are you requesting from the Board? What is the department/agency recommendation?

Approval

2. Please provide sufficient background information for the Board and the public to understand this issue.

The Office of School and Community Partnerships annually receives a transfer of City of Portland funds for the purchase of human services, including homeless/transition programs, public safety programs, Youth Employment and Empowerment *YEEP) services and housing program services. This is the sixth year in which all of these contracts have been incorporated into one omnibus contract, with one set of general conditions and exhibits detailing the requirements for each program funded.

3. Explain the fiscal impact (current year and ongoing).

This revenue agreement provides the Department with \$1,691,319 for FY 02/03.

4. Explain any legal and/or policy issues involved.

None.

5. Explain any citizen and/or other government participation that has or will take place.

Citizens are involved through the Commission on Children, Families and Community and the Housing and Community Development Commission. This agreement represents a continuing partnership between the City of Portland and Multnomah County to fund and deliver human services.

Required Approvals (typed names indicate approval)

Department/Agency Director (type name of approver): Lorenzo T. Poe, Jr., Director,
Office of School and Community Partnerships

Agenda Review Team

By: (type name of approver):

Date:

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

Contract #: 0310399

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

Amendment #: 0

Class I	Class II	Class III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <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 that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue <div style="text-align: center;"> RECEIVED NOV 17 2002 APPROVED BY MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # 9-2 DATE 12-12-02 DEB BOGSTAD, BOARD CLERK </div>

Department: Office of School and Community Partnerships Division: Community Services Date: November 1, 2002
 Originator: Peggy Samolinski Phone: 24564 Bldg/Rm: 166/2
 Contact: Dana Jean Maginn/Debra Ayo (GA) Phone: 22583 Bldg/Rm: 166/2

Description of Contract **This revenue agreement/OMNIBUS with the City of Portland: funding is for Homeless/Transition Programs, Public Safety, Youth Employment and Involvement (YEEP) and Housing Program Services.**

RENEWAL <input checked="" type="checkbox"/>	PREVIOUS CONTRACT #(S): 0210026
RFP/BID: N/A	RFP/BID DATE:
EXEMPTION	EXEMPTION EXPIRATION
#/DATE:	DATE
CONTRACTOR IS: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> QRF <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NONE (Check all boxes that apply)	

Contractor	City of Portland, Bureau of Housing and Community Development		
Address	421 SW Sixth Ave Suite 1100A Portland OR 97204		
Phone	503-823-2375	Remittance Address	(If different)
Employer ID# or SS#		Payment Schedule / Terms	
Effective Date	July 1, 2002	<input type="checkbox"/> Lump Sum \$	<input type="checkbox"/> Due on Receipt
Termination Date	June 30, 2003	<input checked="" type="checkbox"/> Monthly \$ Invoice	<input type="checkbox"/> Net 30
		<input type="checkbox"/> Other \$	<input type="checkbox"/> Other
Original Contract Amount \$	1,691,319	<input type="checkbox"/> Requirements \$	
Total Amt of Previous Amendments \$	0	Encumber	<input type="checkbox"/> Yes <input type="checkbox"/> No
Amount of Amendment \$	0		
Total Amount of Agreement \$	1,691,319		

REQUIRED SIGNATURES

Department Manager Lorenzo T. Pae Jr. DATE 11/6/02
 Purchasing Manager Ruthie Lee DATE 11/8/02
 County Counsel [Signature] DATE 12-12-02
 County Chair [Signature] DATE 12-12-02
 Sheriff _____ DATE _____
 Contract Administration _____ DATE _____

SAP VENDOR CODE 300043						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01								See	Attached funding Matrix		

CITY AGREEMENT NO.**COUNTY CONTRACT NO. 0310399**

**OMNIBUS CONTRACT BETWEEN
CITY OF PORTLAND, BUREAU OF HOUSING AND COMMUNITY DEVELOPMENT
AND
MULTNOMAH COUNTY OFFICE OF SCHOOL AND COMMUNITY PARTNERSHIPS**

This agreement for services (AGREEMENT) is between the CITY OF PORTLAND, acting through its BUREAU OF HOUSING AND COMMUNITY DEVELOPMENT (CITY) and MULTNOMAH COUNTY, acting through its OFFICE OF SCHOOL AND COMMUNITY PARTNERSHIPS (COUNTY).

This Agreement consists of the following sections:

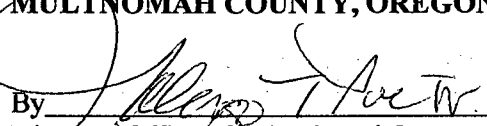
Part A: Agreement	Page 1
Table A: Contracted Service Programs	Page 2
Part B: General Terms and Conditions	Page 3
Exhibits: Program Descriptions	Page 9

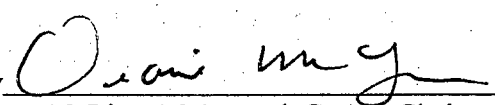
PART A: AGREEMENT

1. **DESCRIPTION OF SERVICES:** County will provide the services included in Table A: Contracted Service Programs, and the related Exhibits.
2. **COMPENSATION:** City shall pay County quarterly for provision of services, upon receipt of invoice documenting expenditures and a service report for each program included in this Agreement, as described in the Exhibits. Total compensation under this Agreement shall not exceed \$1,691,319.
3. **TERM:** County's services will begin on July 1, 2002, and terminate when completed, but no later than June 30, 2003.

In witness whereof, the parties hereto have caused this Agreement to be executed by their authorized officers.

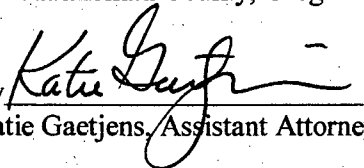
MULTNOMAH COUNTY, OREGON**CITY OF PORTLAND**

By  11/15/02 By _____
Director, Office of Schools and Community Partnerships Date Commissioner Erik Sten
Commissioner of Public Works Date

By  12.12.02
Diane M. Linn, Multnomah County Chair Date

REVIEWED:**APPROVED AS TO FORM:**

Thomas Sponsler, County Attorney
For Multnomah County, Oregon

By  11/13/02
Katie Gaetjens, Assistant Attorney Date

By _____
Jeffrey L. Rogers, City Attorney Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-2 DATE 12.12.02
DEB BOGSTAD, BOARD CLERK

TABLE A: CONTRACTED SERVICE PROGRAMS**CONTRACT #:**

Program	Funding Source	Funding Level	Exhibit	BHCD Contact
HOMELESS PROGRAMS				\$1,242,516
1. Homeless Youth	a. CDBG	Janus/Night Shelter: \$200,631	A	Heather Lyons
	b. General Funds	O- I and NAFY/Trans. Housing: \$638,421	B	Heather Lyons
2. Emergency Assistance/ Homeless Prevention	a. PILOT	MCO/Rent Asst.: \$350,000	C	Heather Lyons
3. Family Day Shelter	a. HIF	Salvation Army Winter Day Shelter: \$25,575	D	Heather Lyons
PUBLIC SAFETY				\$ 88,010
1. Gang Project	a. CDBG	\$88,010	E	Barbara Madigan
YOUTH EMPLOYMENT AND INVOLVEMENT				\$ 184,576
1. Youth Employment & Empowerment Program	a. General Funds	\$184,576	F	Karen Belsey
HOUSING				\$204,106
1. Housing Development Program Delivery	a. HOME	\$7,813	G	Andrea Matthiessen
1. Housing Development Admin	a. HOME	\$196,293	G	Andrea Matthiessen

TOTAL: \$1,691,319

PART B: GENERAL TERMS AND CONDITIONS

1. **FUNDS AVAILABLE.** City certifies that sufficient funds are available and authorized to finance the costs of this Agreement. In the event that funds cease to be available to City in the amounts anticipated, City may terminate or reduce contract funding or change the scope of services accordingly. City will notify County as soon as it receives notification from funding source.
2. **INDEPENDENT CONTRACTOR STATUS.** City is engaged as an independent contractor and will be responsible for any federal, state, or local taxes and fees applicable to payments for services under this agreement. 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.
3. **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 Agreement or the proceeds thereof. No board of commissioner members or employees of the County, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. No City officer or employee who participated in the award of this Agreement shall be employed by the County during the Agreement. On CDBG-funded projects, the County shall further comply with the conflict of interest provisions cited in 24 CFR 570.611.
4. **SUBCONTRACTS AND ASSIGNMENT.** County shall not subcontract its work under this Agreement, 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 County as specified in this Agreement, including being responsible for adhering to all regulations cited within this Agreement. 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.
5. **WORKERS' COMPENSATION INSURANCE**
 - A. The 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 Attachment A, if applicable, and shall be incorporated herein and made a term and a part of this Agreement. The County further agrees to maintain workers compensation insurance coverage for the duration of this Agreement.
 - B. If SUBRECIPIENT's worker's 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 as renewals of said insurance occur.

C. The County agrees to accurately complete the City of Portland's Questionnaire for Workers Compensation Insurance and Qualification as an Independent County prior to commencing work under this Agreement. Questionnaire is attached to this Agreement as Attachment B and shall remain attached to this Agreement and become a part thereof as if fully copied herein. Any misrepresentation of information on the Questionnaire by the County shall constitute a breach of this Agreement. In the event of breach pursuant to this subsection, City may terminate the Agreement immediately and the notice requirement contained in subsection (9), **EARLY TERMINATION OF AGREEMENT**, hereof shall not apply.

6. **INDEMNIFICATION**. To the extent permitted by Oregon Tort Claim Act and the Oregon Constitution, the 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 subcontractors work under this Agreement.

7. **LIABILITY INSURANCE**. The County is self-insured as provided by Oregon law.

8. **OREGON LAW AND FORUM**. This Agreement 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 Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

9. **EARLY TERMINATION**.

A. **Termination for Convenience**: In accordance with 24 CFR 85.44, the City and County may terminate this Agreement at any time by mutual written agreement. If the Agreement 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 Agreement less payments of compensation previously made.

B. **Termination for Cause**: In accordance with 24 CFR 85.43, if, through any cause, the County shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the County shall violate any of the covenants, agreements, or stipulations of this Agreement, the city may avail itself of such remedies as cited in 24 CFR 85.43 by giving written notice to the County of such action and specifying the effective date thereof at least 30 days before the effective date of such action. In such event, all finished or unfinished documents, data, studies, and reports prepared by the County under this Agreement 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 Agreement 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.

C. **Enforcement and Remedies**: In the event of termination under section B. 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 SUBRECIPIENT, 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 the excess. Allowable costs shall be determined in accordance with 24 CFR 85.43(c).

The remedies provided to the City and County under sections B 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 B, the City shall provide the County an opportunity for an administrative appeal to the Bureau Director.

10. **AGREEMENT CHANGES.** The City or County may, from time to time, request changes in writing in the scope of 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 Agreement. Changes to the scope of work, budget line items, timing, reporting, or performance measures may be approved by the Project Manager. Significant changes to the scope of work, performance measures, or compensation must be approved by ordinance of the City Council.

11. **SEVERABILITY.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.

12. **INTEGRATION.** This Agreement contains the entire agreement between the City and the County and supersedes all prior written or oral discussions or agreements.

13. **MAINTENANCE AND AUDIT OF RECORDS.** The County shall maintain fiscal records on a current basis to support its billings to the City. The County shall retain fiscal as well as all records relating to program and client eligibility for inspection, audit, and copying for 3 years from the date of completion or termination of this Agreement. The City or its authorized representatives 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 City, either directly or through a designated representative, may audit the records of the County at any time during this 3-year period. 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.

14. **MONITORING.** The City, through the Bureau of Housing and Community Development, shall monitor at least once each year that portion of the County's project funded with Community Development Block Grant (CDBG), HOME Investment Partnership Program, or Emergency Shelter Grant (ESG) funds. Such monitoring shall ensure that the operation of the project conforms to the provisions of this Agreement. The County shall monitor each subcontractor at least once a year for that portion of activities funded with City CDBG funds. Such monitoring shall ensure that the operations of the project conforms to the provisions of this Agreement.

15. **ACCESS TO RECORDS.** The City, HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, general organizational and administrative information, documents, papers, and records of County which are directly pertinent to this Agreement for the purpose of making audit or monitoring, examination, excerpts, and transcriptions. All required records must be maintained by County for three years after the City makes final payments and all other pending matters are closed.

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

17. **PUBLICITY.** Publicity regarding the project shall note participation of the City of Portland through its Bureau of Housing and Community Development.

18. **COMPLIANCE WITH LAWS.** In connection with its activities under this Agreement, the County shall comply with all applicable federal, state, and local laws and regulations. In the event that the County provides goods and services to the City in the aggregate in excess of \$2,500 per fiscal year, the County agrees it has certified with the City's Equal Employment Opportunity certification process. For Community Development Block Grant funded projects, the County shall carry out its activities in compliance with 24 CFR 570 Subpart K, excepting the responsibilities identified in 24 CFR 570.604 and 570.612. For HOME Investment Partnership Program funded projects, the County shall carry out its activities in compliance with 24 CFR Part 92.

19. **CONTRACT ADMINISTRATION.** The County shall comply with the applicable provisions of OMB Circular Nos. A-21, A-87, A-110, A-122, A-128, and with applicable provisions of 24 CFR Part 85 as described by 24 CFR 570.502(a) and 570.610.

20. **NONDISCRIMINATION.** During the performance of this Agreement, the County agrees as follows:

A. The County will comply with the nondiscrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107).

B. The County will comply with prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 109 as well as Section 504 of the Rehabilitation Act of 1973 (24 CFR 8).

C. The County will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).

D. The County will undertake efforts to encourage the use of minority and women's business enterprises as stated in Executive Orders 11625, 12432, and 12138.

E. The County will make known that use of the facilities and services is available to all on a nondiscriminatory basis.

21. **PROGRAM INCOME/PERSONAL PROPERTY.**

A. Program income, with the exception of HOME program income, shall be retained by the County provided that it shall be used only for those activities identified in the Exhibits in this Agreement, and shall be subject to all provisions of this Agreement. Any program income on hand when the Agreement expires or received after such expiration shall be paid to the City. Any program income generated by HOME funded activities must be returned to the City's Local HOME Account to be reprogrammed for HOME eligible activities by the City in accordance with 24 CFR 92.503.

B. SUBRECIPIENTS who retain and expend program income shall set up a Program income ledger account and establish procedures and internal controls to assure: collection of all program income, accurate classification of funds to be credited, immediate deposit into the proper bank account, and program income disbursement before requesting additional City funds.

C. In all cases in which personal property is sold, the proceeds shall be program income, and personal property not needed by the County for the applicable service program shall be transferred to the City for that funding source program or shall be retained after compensating the City.

D. For Community Development Block Grant funded projects, the County shall comply with provisions of 24 CFR 570.504 regarding program income. When there is program income, transfers of CDBG funds to the county shall be adjusted in accordance with 24 CFR 570.504.

22. **FUND-RAISING.** City-funded dollars may be used to cover expenses directly related to the contracted project. Costs associated with general agency fund-raising activities are not eligible. No Emergency Shelter Grant (ESG) fund dollars may be used to cover expenses associated with general agency fund raising activities not directly related to ESG-funded projects.

23. **EXPIRATION/REVERSION OF ASSETS.**

A. For Community Development Block Grant funded projects, the County shall comply with the Reversion of Assets provision of 24 CFR 570.503(b)(8).

B. For Emergency Shelter Grant funded projects, the County shall transfer to the City any ESG funds on hand at the time of expiration and any accounts receivable attributable to the use of ESG funds. Any real property under the County's control that was acquired or improved in whole or in part with ESG funds in excess of \$25,000 shall be disposed of in a manner which results in the City being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-ESG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after a five-year period after expiration of this Agreement.

The County shall require that the language of this certification be included in the award documents at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreement) and that all subcontractors shall certify and disclose accordingly.

24. **LABOR STANDARDS.** The County agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, as amended, the provisions of Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333) and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The County shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City of Portland for review upon request.

The County agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all SUBRECIPIENTS engaged under contracts in excess of \$2,000 for construction, renovation, or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the City of Portland pertaining to such agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 3, 15 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided that if wage rates higher than those required under regulations are imposed by state or local law, nothing hereunder is intended to relieve the County of its obligation, if any, to require payment of the higher wage. The County shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of \$10,000.

25. **MINIMIZING DISPLACEMENT.** The County assures that it will take all reasonable steps to minimize the displacement of persons as a result of this Agreement, and shall comply with the applicable provisions of 24 CFR 570.606 or 576.80.

26. **PROGRAM ACCESS BY THE DISABLED.** The County shall, to the maximum feasible extent, follow the Bureau of Housing and Community Development's guidelines on ensuring interested persons can reasonably obtain information about, and access to, HUD-funded activities.

27. **FLOOD DISASTER PROTECTION.** County agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234) in regard to the sale, lease, or other transfer of land acquired, cleared, or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement.

28. **LEAD-BASED PAINT POISONING.** The County agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35, and in particular, Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning.

29. **LOBBYING FOR FUNDS.** No federal appropriated funds have been paid or will be paid, by or on behalf of the County, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the SUBRECIPIENT agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreement) and that all subcontractors shall certify and disclose accordingly.

30. **CHURCH/STATE.** The County agrees to comply with the applicable provisions of 24 CFR 570.200(j) or 24 CFR 576.22 regarding the use of federal funds by religious organizations.

31. **TARGETING.** The City will be designating Target Areas which are to receive focused services for the fiscal year. As appropriate, the County will provide intensive marketing and outreach to the designated areas, will collect data on all activities in the areas including numbers served, and will report on efforts in the area according to Agreement's provisions on Reporting Requirements.

32. **SECTION 3/TRAINING.** County will comply with the training and employment guidelines of Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 U.S.C. 1701a) and regulations pursuant thereto (24 CFR Part 135). The Bureau of Housing and Community Development will provide training for SUBRECIPIENTS. All SUBRECIPIENTS are required to attend general training on City and Federal requirements and other project specific training as appropriate.

33. **INTEGRATED DISBURSEMENT AND INFORMATION SYSTEM.** During the term of this contract, the City of Portland will be switching billing and reporting systems to HUD's Integrated Disbursement and Information System (IDIS). This switch will require changes in the way the County bills and reports to the City about these projects. Affected County program and fiscal staff will attend training in 90 in order to become more knowledgeable about IDIS and to comply with new City processes.

EXHIBIT A
JANUS YOUTH: CDBG FUNDED
HOMELESS PROGRAMS: NIGHT YOUTH SHELTER

I. AUTHORITY

The provision of services and housing options, including emergency shelter, is a major goal of the City of Portland and part of the City of Portland Consolidated Plan. The City has Community Development Block Grant (CDBG) funds that can be used for shelter and support services for persons who are homeless. Multnomah County, through its Office of School and Community Partnerships, administers a variety of housing and service programs for persons who are homeless. The City and the County, through their jointly appointed citizen oversight committee - the Housing and Community Development Commission - agree to cooperatively develop and maintain services and housing for persons who are homeless.

II. SCOPE OF SERVICES

County will oversee the delivery of housing and services for homeless youth by the Janus Youth at Streetlight Program Shelter (820 SW Oak).

The County shall contract with Janus Youth to provide safe and sanitary 24 hour shelter for 30 youth per night, for an average length of stay of four months. Youth will be assessed and case managed by other providers in the continuum; they will be expected to attend day-time activities focused on skill-building and stability to ready them for the transition to more independent living situations. The shelter will encourage youth participation in the programs and support the service coordination functions. Youth will participate in self-governance of the shelter.

III. PERFORMANCE MEASURES

A. SUBRECIPIENT will track and report on the achievement of the following levels of service (outputs) during the period of this agreement:

- ☐ Janus Youth will provide shelter for approximately 250 youth (unduplicated count)
- ☐ All youth staying in the shelter will be active in governing the shelter

B. SUBRECIPIENT will track and report on the achievement of the following accomplishments during the period of this agreement.

- ☐ 50% of all youth served will leave the shelter for safe, stable housing, which includes transitional and independent housing in the continuum as well as other stable housing in the community
- ☐ Youth will decrease the amount of unhealthy risk-taking behaviors, as measured by reports that youth were not dismissed from the shelter for the reasons of use of tobacco and/or alcohol/drugs, or for having unprotected sex

IV. REPORTING REQUIREMENTS

- A. **Subcontractor Plans and Outcomes:** County will provide the City with subcontractor service plans and outcome performance goals upon execution of the annual subcontracts pursuant to this Exhibit.
- B. **Quarterly Reports:** Except as provided by subsection C. below, County will provide the City with quarterly performance within thirty (30) days from the end of each quarter. Quarterly reports shall include: 1) expenditures by the subcontractor; 2) number of clients (unduplicated) served; 3) number of shelter nights provided; 4) performance and narrative data related to Section III and 5) ethnic and racial data.
- C. **Final Reports:** County shall submit a final report as its fourth quarter report. The final report shall include:
 - 1. Year-end expenditures by the subcontractor
 - 2. Year-end performance assessments
 - 3. Number of individuals served
 - 4. Client demographics including ethnicity, and sex of all recipients of services
 - 5. Number of individuals in case management
 - 6. Performance data related to section III
- D. **Reporting format** will substantively resemble tables A-1 and A-2 to include all required information and data for quarterly and final reports.

V. COMPENSATION AND METHOD OF PAYMENT

- A. The SUBRECIPIENT will be compensated for the above described services. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and service.
- B. No funds under this Agreement may be used to purchase non-expendable personal property or equipment, either by the SUBRECIPIENT or any subcontractors with whom the SUBRECIPIENT enters into agreements without prior written permission from the CITY Project Manager. Funds may be used to pay for lease or rental costs of equipment, pro-rated to reflect the use of said equipment by CITY-funded programs.
- C. IT IS AGREED THAT TOTAL COMPENSATION UNDER THIS AGREEMENT SHALL NOT EXCEED TWO HUNDRED THOUSAND, SIX HUNDRED AND THIRTY-ONE DOLLARS (\$200,631) OF CDBG FUNDS.

VI. CITY PROJECT MANAGER

- A. The CITY Project Manager shall be Heather Lyons, or such person as shall be designated in writing by the Director of the Bureau of Housing and Community Development.
- B. The CITY 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 all other CITY actions referred to herein.

TABLE A-1

Project Report for Multnomah County – Homeless Youth System – Janus Short Term Shelter
BENEFICIARY DATA

Reporting Period From: _____ To: _____

Participant Information	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	YTD
Households/Individuals					

1. Gender

Males					
Females					
Gender Total*					

2. Race

White					
Black/African American					
Asian					
American Indian/Alaskan Native					
Native Hawaiian/Other Pacific Islander					
American Indian/Alaskan Native & White					
Asian & White					
Black/African American & White					
American Indian/Alaskan Native & Black/African American					
Other					
Race Total*					

3. Ethnicity

Hispanic					
Non-Hispanic					
Ethnicity Total*					

4. Age

0-18					
18-21					
21-30					
21-50					
Over 51					
Age Total*					

5. Other Characteristics

Veteran					
Employed					
Female Headed Households					
Disabled/Special Needs					

*Totals Should Equal

TABLE A-2

Project Report for Multnomah County – Homeless Youth System – Janus Short Term Shelter

Outcome and Reporting Data

Reporting Period From: _____ To: _____

	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	YTD
# of unduplicated Households/Individuals Served					**
# of bed nights					
# in case management					
# Youth with decrease in unhealthy risk-taking behaviors					
% moved to safe and stable housing					

**Unduplicated YTD may not necessarily match the sum of the quarterly unduplicated count, since one client may be served in more than one quarter.

Narrative:

On a separate page, please include as applicable:

- How youth are involved in governing shelter
- Updates and information on program changes that affect continuum of Homeless Youth Services
- Activities that show increase in coordination with other homeless and mainstream services systems

EXHIBIT B
OUTSIDE IN and NEW AVENUES FOR YOUTH: GENERAL FUNDS
HOMELESS PROGRAMS: YOUTH TRANSITIONAL HOUSING

I. AUTHORITY

The provision of services and housing options, including youth transitional housing and youth independent housing, is a major goal of the City of Portland and part of the City of Portland Consolidated Plan. The City has \$638,421 in General Funds that can be used for such efforts. Multnomah County, through its Office of School and Community Partnerships, administers a variety of housing and service programs for persons who are homeless. The City and the County, through their jointly appointed citizen oversight committee - the Housing and Community Development Commission - agree to cooperatively develop and maintain services and housing for persons who are homeless.

II. SCOPE OF SERVICES

County will oversee the delivery of transitional and independent housing for homeless youth by Outside In and New Avenues for Youth. The transitional housing services are group living arrangements for youth who need supportive and supervised living environments to become fully independent. Length of stay may be up to two years. The independent housing consists of scattered site, independent apartments. Apartments are supervised and youth residents are case managed, but there is more independence than in transitional housing. It is expected that youth will be ready to leave the street when they move from this housing.

City General funds totaling \$319,210.50 are available to pay for the delivery of transitional housing by New Avenues for Youth and City General funds totaling \$319,210.50 are available to pay for the delivery of transitional housing and independent housing by Outside In.

The County shall work with the agencies to achieve the following performance and outcome goals:

III. PERFORMANCE MEASURES

A. SUBRECIPIENT will track and report on the achievement of the following levels of service (outputs) during the period of this agreement:

- ☐ Outside In will provide transitional and independent housing for 25 homeless youth (unduplicated count).
- ☐ Outside In will maintain 12 units of transitional housing (3,838 bed nights).
- ☐ Outside In will provide 7 scattered site supervised independent housing units (4 covered by City funding).
- ☐ New Avenues for youth will provide transitional housing for 25 homeless youth (unduplicated count).
- ☐ New Avenues for youth will maintain 24 units of transitional housing.
- ☐ Maintain 14.5 beds of safe and clean transitional housing.

B. SUBRECIPIENT will track and report on the achievement of the following accomplishments during the period of this agreement.

- ☐ 65% of all youth who complete the program will move into stable housing
- ☐ 65% of all youth who exited to stable housing will remain in stable housing for 6 months

IV. REPORTING REQUIREMENTS

- A. **Subcontractor Plans and Outcomes:** County will provide the City with subcontractor service plans and outcome performance goals upon execution of the annual subcontracts pursuant to this Exhibit.
- B. **Quarterly Reports:** Except as provided by subsection C. below, County will provide the City with quarterly performance within thirty (30) days from the end of each quarter. Quarterly reports shall include: 1) expenditures by the subcontractor; 2) number of clients (unduplicated) served; 3) number of shelter nights provided; and 4) ethnic and racial data.
- C. **Final Reports:** County shall submit a final report as its fourth quarter report. The final report shall include:
 - 1. Year-end expenditures by the subcontractor
 - 2. Year-end performance assessments
 - 3. Number of individuals served
 - 4. Client demographics including ethnicity, and sex of all recipients of services
 - 5. Performance data related to Section III.
- D. **Reporting format** will substantively resemble tables B-1 and B-2 to include all required information and data for quarterly and final reports.

V. COMPENSATION AND METHOD OF PAYMENT

- A. The SUBRECIPIENT will be compensated for the above described services. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and service.
- B. No funds under this Agreement may be used to purchase non-expendable personal property or equipment, either by the SUBRECIPIENT or any subcontractors with whom the SUBRECIPIENT enters into agreements without prior written permission from the CITY Project Manager. Funds may be used to pay for lease or rental costs of equipment, pro-rated to reflect the use of said equipment by CITY-funded programs.
- C. IT IS AGREED THAT TOTAL COMPENSATION UNDER THIS AGREEMENT SHALL NOT EXCEED SIX HUNDRED AND THIRTY-EIGHT THOUSAND, FOUR HUNDRED AND TWENTY-ONE DOLLARS (\$638,421) OF GENERAL FUNDS.

VI. CITY PROJECT MANAGER

- A. The CITY Project Manager shall be Heather Lyons, or such person as shall be designated in writing by the Director of the Bureau of Housing and Community Development.
- B. The CITY 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 all other CITY actions referred to herein.

TABLE B-1

**Project Report for Multnomah County – Homeless Youth System – OI and NAFY Transitional Housing
BENEFICIARY DATA**

Reporting Period From: _____ To: _____

Participant Information	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	YTD
Households/Individuals					

1. Gender

Males					
Females					
Gender Total*					

2. Race

White					
Black/African American					
Asian					
American Indian/Alaskan Native					
Native Hawaiian/Other Pacific Islander					
American Indian/Alaskan Native & White					
Asian & White					
Black/African American & White					
American Indian/Alaskan Native & Black/African American					
Other					
Race Total*					

3. Ethnicity

Hispanic					
Non-Hispanic					
Ethnicity Total*					

4. Age

0-18					
18-21					
21-30					
31-50					
Over 51					
Age Total*					

5. Other Characteristics

Veteran					
Employed					
Female Headed Households					
Disabled/Special Needs					

***Totals Should Equal**

TABLE B-2

**Project Report for Multnomah County – Homeless Youth System
Outside In and New Avenues for Youth Transitional Housing
Outcome and Reporting Data**

Reporting Period From: _____ To: _____

	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	YTD
# of unduplicated Households/Individuals Served					**
% moved to safe and stable housing					
% maintaining housing 6 months later					
% maintaining housing 12 months later					

**Unduplicated YTD may not necessarily match the sum of the quarterly unduplicated count, since one client may be served in more than one quarter.

Narrative:

On a separate page, please include as applicable:

- Updates and information on program changes that affect continuum of Homeless Youth Services
- Activities that show increase in coordination with other homeless and mainstream services systems

EXHIBIT C
MULTNOMAH COUNTY: PILOT FUNDED
HOMELESS PROGRAMS: DIRECT CLIENT ASSISTANCE

I. AUTHORITY

The provision of services and housing options, including emergency shelter, is a major goal of the City of Portland and part of the City of Portland Consolidated Plan. The City, from time to time, has Payment in Lieu of Taxes (PILOT) funds that can be used for support services for persons who are homeless. Multnomah County, through its Office of School and Community Partnerships, administers a variety of housing and service programs for persons who are homeless. The City and the County, through their jointly appointed citizen oversight committee - the Housing and Community Development Commission - agree to cooperatively develop and maintain services and housing for persons who are homeless.

II. SCOPE OF SERVICES

\$350,000 in PILOT funds are made available through a clearinghouse and are contracted for the following services:

- A. Direct client assistance (deposits, rent or mortgage assistance, moving assistance, transportation assistance, etc.) linked with transitional or permanent housing which leads to or removes barriers to housing stabilization.
- B. PILOT funds may not be used for agency staff, shelter, or transitional housing.

III. PERFORMANCE MEASURES

- A. SUBRECIPIENT will track and report on the achievement of the following levels of service (outputs) during the period of this agreement:
 - ☐ Serve at least 600 households with maximum allocation of \$2000 per family with children and \$1000 per single person household
- B. SUBRECIPIENT will track and report on the achievement of the following accomplishments during the period of this agreement.
 - ☐ 50% of families will remain in stable housing six months after receiving rent assistance
 - ☐ 50% of single individuals will remain in stable housing six months after receiving rent assistance

IV. REPORTING REQUIREMENTS

- A. **Subcontractor Plans and Outcomes:** County will provide the City with subcontractor service plans and outcome performance goals upon execution of the annual subcontracts pursuant to this Exhibit.
- B. **Quarterly Reports:** Except as provided by subsection C. below, County will provide the City with quarterly performance within thirty (30) days from the end of each quarter. Quarterly reports shall include: 1) expenditures by program areas and subcontractors; 2) client demographics by program areas and subcontractors; and 3) performance assessments by program areas and subcontractors.

- C. **Final Reports:** County shall submit a final report as its fourth quarter report. The final report shall include:
1. Year-end expenditures by program area and subcontractors
 2. Year-end performance assessments by program areas and subcontractors
 3. Number of households and individuals served by program areas and subcontractors
 4. Client demographics by program area and subcontractors, including ethnicity, age, and sex of all recipients of services provided pursuant to this agreement
 5. Performance data related to Section III
- D. **Outside Evaluation:** County shall participate in the evaluation of City funded rental assistance programs as a component of determining effectiveness of such programs compared to Transitions to Housing Pilot Project and the Rental Assistance Supplement Program.
- E. **Reporting format** will substantively resemble tables C-1 and C-2 to include all required information and data for quarterly and final reports.

V. COMPENSATION AND METHOD OF PAYMENT

- A. The SUBRECIPIENT will be compensated for the above described services. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and service.
- B. No funds under this Agreement may be used to purchase non-expendable personal property or equipment, either by the SUBRECIPIENT or any subcontractors with whom the SUBRECIPIENT enters into agreements without prior written permission from the CITY Project Manager. Funds may be used to pay for lease or rental costs of equipment, pro-rated to reflect the use of said equipment by CITY-funded programs.
- C. IT IS AGREED THAT TOTAL COMPENSATION UNDER THIS AGREEMENT SHALL NOT EXCEED THREE HUNDRED AND SEVENTY-SEVEN THOUSAND AND EIGHT HUNDRED AND EIGHTY-NINE DOLLARS (\$350,000) OF PILOT FUNDS.

VI. CITY PROJECT MANAGER

- A. The CITY Project Manager shall be Heather Lyons, or such person as shall be designated in writing by the Director of the Bureau of Housing and Community Development.
- B. The CITY 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 all other CITY actions referred to herein.

TABLE C-1

Project Report for Multnomah County – PILOT funds in Clearinghouse

BENEFICIARY DATA

Reporting Period From: _____ To: _____

Participant Information	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	YTD
Households/Individuals					

1. Gender

Males					
Females					
Gender Total*					

2. Race

White					
Black/African American					
Asian					
American Indian/Alaskan Native					
Native Hawaiian/Other Pacific Islander					
American Indian/Alaskan Native & White					
Asian & White					
Black/African American & White					
American Indian/Alaskan Native & Black/African American					
Other					
Race Total*					

3. Ethnicity

Hispanic					
Non-Hispanic					
Ethnicity Total*					

4. Age

0-18					
18-21					
21-30					
31-50					
Over 51					
Age Total*					

5. Other Characteristics

Veteran					
Employed					
Female Headed Households					
Disabled/Special Needs					

*Totals Should Equal

TABLE C-2

Project Report for Multnomah County – PILOT funds in Clearinghouse

Outcome and Reporting Data

Reporting Period From: _____ To: _____

	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	YTD
# of unduplicated Households/Individuals Served					**
% individuals in safe and stable housing 6 months from time of assistance					
% families in safe and stable housing 6 months from time of assistance					
% maintaining housing 12 months later					
Maximum allocation per family					
Maximum allocation per single person household					

**Unduplicated YTD may not necessarily match the sum of the quarterly unduplicated count, since one client may be served in more than one quarter.

Narrative:

On a separate page, please include as applicable:

- Updates and information on program changes that affect PILOT assistance through Clearinghouse
- Continued information on assistance by subcontractor/agency
- Additional characteristics collected for Clearinghouse assistance such as type of household
- Any other useful information

EXHIBIT D
MULTNOMAH COUNTY: GENERAL FUNDS
SALVATION ARMY WINTER DAY SHELTER FOR HOMELESS FAMILIES

I. AUTHORITY

The provision of services and housing options, including winter day shelter and related services such as meals for families, is a major goal of the City of Portland and part of the City of Portland Consolidated Plan. The City has \$25,575 in Housing Investment Funds (HIF) that can be used for such efforts. Multnomah County, through its Office of School and Community Partnerships, administers a variety of housing and service programs for families who are homeless. The City and the County, through their jointly appointed citizen oversight committee - the Housing and Community Development Commission - agree to cooperatively develop and maintain services and housing for persons who are homeless.

II. SCOPE OF SERVICES

County will oversee the delivery of winter day shelter and related services such as meals for families by the Salvation Army. The family day shelter will provide space for homeless families during the day starting November 1, 2002 and ending March 31, 2003.

HIF funds totaling \$25,575 are available to pay for the delivery of family day shelter by the Salvation Army.

The County shall work with the Salvation Army to achieve the following performance and outcome goals:

III. PERFORMANCE MEASURES

A. SUBRECIPIENT will track and report on the achievement of the following levels of service (outputs) during the period of this agreement:

- 50 families, 150 people will access day shelter services
- 1,400 meals will be provided to those accessing day shelter services
- Quarterly reports shall include: 1) expenditures by program areas and subcontractors; 2) client demographics by program areas and subcontractors; and 3) performance assessments by program areas and subcontractors.

IV. REPORTING REQUIREMENTS

A. **Subcontractor Plans and Outcomes:** County will provide the City with subcontractor service plans and outcome performance goals upon execution of the annual subcontracts pursuant to this Exhibit.

B. **Quarterly Reports:** Except as provided by subsection C. below, County will provide the City with quarterly performance within thirty (30) days from the end of each quarter. Quarterly reports shall include: 1) expenditures by the subcontractor; 2) number of clients (unduplicated) served; 3) number of shelter nights provided; and 4) ethnic and racial data.

C. **Final Reports:** County shall submit a final report as its fourth quarter report. The final report shall include:

1. Year-end expenditures by the subcontractor
2. Year-end performance assessments
3. Number of individuals served
4. Client demographics including ethnicity, and sex of all recipients of services
5. Performance data related to Section III.

D. **Reporting format** will substantively resemble tables D-1 and D-2 to include all required information and data for quarterly and final reports.

V. COMPENSATION AND METHOD OF PAYMENT

- A. The SUBRECIPIENT will be compensated for the above described services. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and service.
- B. No funds under this Agreement may be used to purchase non-expendable personal property or equipment, either by the SUBRECIPIENT or any subcontractors with whom the SUBRECIPIENT enters into agreements without prior written permission from the CITY Project Manager. Funds may be used to pay for lease or rental costs of equipment, pro-rated to reflect the use of said equipment by CITY-funded programs.
- C. IT IS AGREED THAT TOTAL COMPENSATION UNDER THIS AGREEMENT SHALL NOT EXCEED TWENTY-FIVE THOUSAND, FIVE HUNDRED AND SEVENTY-FIVE DOLLARS (\$25,575) OF HOUSING INVESTMENT FUNDS.

VI. CITY PROJECT MANAGER

- A. The CITY Project Manager shall be Heather Lyons, or such person as shall be designated in writing by the Director of the Bureau of Housing and Community Development.
- B. The CITY 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 all other CITY actions referred to herein.

TABLE D-1

Project Report for Multnomah County – Salvation Army Day Shelter for Families

BENEFICIARY DATA

Reporting Period From: _____ To: _____

Participant Information	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	YTD
Households/Individuals					

1. Gender

Males					
Females					
Gender Total*					

2. Race

White					
Black/African American					
Asian					
American Indian/Alaskan Native					
Native Hawaiian/Other Pacific Islander					
American Indian/Alaskan Native & White					
Asian & White					
Black/African American & White					
American Indian/Alaskan Native & Black/African American					
Other					
Race Total*					

3. Ethnicity

Hispanic					
Non-Hispanic					
Ethnicity Total*					

4. Age

0-18					
18-21					
21-30					
31-50					
Over 51					
Age Total*					

5. Other Characteristics

Veteran					
Employed					
Female Headed Households					
Disabled/Special Needs					

*Totals Should Equal

TABLE D-2

**Project Report for Multnomah County – Day Shelter for Families
Outcome and Reporting Data**

Reporting Period From: _____ To: _____

	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	YTD
# of unduplicated Households/Individuals Served					**
# of meals served					

**Unduplicated YTD may not necessarily match the sum of the quarterly unduplicated count, since one client may be served in more than one quarter.

Narrative:

On a separate page, please include as applicable:

- Updates and information on program changes that affect Winter Day shelter for families
- Any information related to subcontractor and program performance as needed

EXHIBIT E
MULTNOMAH COUNTY: COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC SAFETY:GANG PROJECT

I. AUTHORITY

The provision of public safety services including outreach services to gang involved and affected youth is a major goal of the City of Portland and part of the City's Consolidated Plan. The City has Community Development Block Grant funds budgeted for such efforts. Multnomah County through its Office of School and Community Partnerships administers programs for gang involved and affected youth. The City and the County agree that the County will administer the contract for the provision of the outreach services.

II. SCOPE OF SERVICES

The County shall provide the following services relative to gang outreach. Community Development Block Grant funds in the amount of \$88,010 are budgeted for the services.

- A. Develop a contract with the House of Umoja to provide
 - 1. crisis intervention,
 - 2. case coordination and resource identification/development and referral,
 - 3. special event/regularly scheduled event/situational coverage, and
 - 4. public education/technical assistance.
- B. Require that the City funding benefit low-income individuals/families. This requires that income is tracked by subrecipient by census tract/block group as directed by the Bureau of Housing and Community Development in agreement with federal requirements.
- C. In coordination with the Bureau of Housing and Community Development and Multnomah County, the House of Umoja shall develop output and outcome measures, and timelines, which will be tracked and reported to the City.
- D. Require compliance with all CDBG and other pertinent federal requirements and regulations.

III. PERFORMANCE MEASURES

- A. SUBRECIPIENT will track and report on the achievement of the following levels of service (outputs) during the period of this agreement:
 - 100 youth will receive short term case management
 - 3,150 individual outreach contacts will be made
 - 100 special and regularly scheduled events will receive crisis response and situational coverage
 - 100 school response and interventions will be provided
- B. SUBRECIPIENT will track and report on the achievement of the following accomplishments during the period of this agreement.

During fiscal year 2002/03 the County will establish a baseline for client satisfaction and clients meeting case plan goals. Youth participating in case management will be surveyed to gauge satisfaction with services at the time of exit. The baseline established during FY 2002/03 will be used for subsequent years' target numbers for this service area.

IV. REPORTING REQUIREMENTS

- A. Quarterly Reports.** Except as provided by subsection B, below, the County will provide the City with quarterly performance reports within thirty (30) days from the end of each quarter. Quarterly reports shall include: 1) expenditures; 2) youth demographics, including specific numbers for the quarter and numbers accumulated for the year; and 3) performance assessment on the status of the project. The House of Umoja may submit directly to the Bureau of Housing and Community Development the income eligibility information on youth served.
- B. Final Report.** The County shall submit a final report as its fourth quarter report. The final report shall include:
 - 1. Year-end expenditures
 - 2. Year-end performance assessment
 - 3. Number of youth served by the program
 - 4. Client demographics including ethnicity, sex and income data of all recipients of services provided pursuant to this agreement.
 - 5. Performance data related to Section III.

V. COMPENSATION AND METHOD OF PAYMENT

- A.** The City will reimburse the SUBRECIPIENT for expenses in accordance with the budget (Attachment E-A) upon receipt of an itemized statement of expenditures. The SUBRECIPIENT will maintain documentation of all expenses and make such records available for inspection by the City upon request.
- B.** The payments made under this Agreement shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment and incidentals necessary to perform the work and services.
- C.** No funds under this Agreement may be used to purchase non-expendable personal property or equipment, either by the SUBRECIPIENT or any subcontractors with whom the SUBRECIPIENT enters into agreements without prior written permission from the CITY Project Manager. Funds may be used to pay for lease or rental costs of equipment, prorated to reflect the use of said equipment by CITY-funded programs.
- D.** All funds received by the SUBRECIPIENT, whether for actual or anticipated expenditures, must be disbursed within three (3) working days of receipt.
- E.** TOTAL COMPENSATION UNDER THIS AGREEMENT SHALL NOT EXCEED EIGHTY- EIGHT THOUSAND TEN DOLLARS (\$88,010) OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS.

VI. CITY PROJECT MANAGER

- A.** The CITY Project Manager shall be Barbara Madigan, or such person as shall be designated in writing by the Director of the Bureau of Housing and Community Development.
- B.** The CITY 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 all other CITY actions referred to herein.

ATTACHMENT E-A

**Multnomah County
Gangs Outreach Program**

BUDGET
July 1, 2002 - June 30, 2003

Personnel

Salaries and Benefits for Outreach Workers*	\$88,010
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TOTAL CITY FUNDING	\$88,010
---------------------------	-----------------

The City funding will be used for outreach workers salaries and benefits.

EXHIBIT F
MULTNOMAH COUNTY: GENERAL FUND
YOUTH EMPLOYMENT AND EMPOWERMENT PROGRAM (YEEP)

I. AUTHORITY

The City of Portland has committed to supporting a coalition of business, nonprofit service agencies, and government entities that are working together to provide and coordinate services to young people involved in or affected by gangs. The goal of this coalition is to provide gang-impacted youth with career based employment opportunities. The City has designated Multnomah County to coordinate and provide service to this population through contracts with a number of community-based agencies. Funding is provided by the City of Portland and Multnomah County.

II. SCOPE OF SERVICES

- A. SUBRECIPIENT will oversee the delivery of YEEP services to be performed by designated subcontractors.
- B. The County will subcontract with Portland Opportunities Industrialization Center to provide program administration and coordination services including:
 - Coordination and support of case managers through weekly meetings
 - Disbursement and tracking of Client Services Funds
 - Hiring and Supervision of a Job Developer
 - Pre-Employment Certification for participating youth
 - Maintaining guidelines for participation and termination of YEEP agencies
 - Establishing fiscal systems sufficient to assume direct management of funds related to benchmark payments and YEEP agencies' administration on January 1, 2003
 - Establishing reporting systems sufficient to assume responsibility for managing program data directly on January 1, 2003
- C. The County will enter into six month contracts with existing YEEP agencies to deliver the decentralized component of the Youth Employment and Empowerment Program for the period covering July 1, 2002 and December 31, 2002. During this period of time the County will be responsible for administration payments, benchmark payments, and quarterly reporting.

While it is understood that these agencies may change during the course of the year based upon performance, at the outset of the contract year, agencies include:

Portland Opportunities Industrialization Center
Emmanuel Community General Services
International Refugee Center of Oregon
Open Meadow Learning Center
Portland House of Umoja

- D. The County will waive all administrative costs associated with this project.

- E. The target population (eligibility criteria) served through this project includes:
1. Gang-impacted youth as defined by one or more of the following criteria:
 - Adjudicated and/or diverted for a crime with or against other gang members
 - Is on a gang parole/probation unit caseload
 - Identified by law officer as gang impacted
 - Known as a gang member by a case manager or has been a gang member
 - Sells or has sold drugs in an area police identified as gang territory
 - Juvenile Justice involved (arrested for non-statutory offense, adjudicated or in a diversion program)
 - Boyfriend/girlfriend of an adjudicated gang member
 - Involved in persistent and escalating criminal activities
 - Has household member who meets first two criteria
 2. Ages 16 and older;
 3. Males and females.
- F. The services targeted at this population may include, but are not limited to, the following:
1. Pre-employment Preparation, Training, and Certification: This includes needs assessment, resume preparation, application writing, interviewing, career exploration, learning employment requirements (Social Security number, photo ID, Work Permits, alcohol & drug assessment and screening, Birth Certificate), as well as certification of employability.
 2. Job Readiness Skills/Work Maturity Training: Teaching importance of positive attitudes and behaviors, being consistently punctual, maintaining regular attendance, presenting appropriate appearance, exhibiting good interpersonal relations, completing tasks effectively and in a timely manner, giving attention to instructions from supervisors, giving meaningful feedback to supervisor.
 3. Job Development and Placement Assistance: Identification of employers interested in hiring YEEC youth, information sharing with coalition partners regarding available jobs, coordinating employer trainings and workshops.
 4. Job Site Monitoring: Consultation and mediation with the employer and the youth to resolve difficulties, individual and group conferences to improve workplace attitude, support for the youth and employer to maintain a positive employment situation.
- G. These services will be provided through a collaborative effort of participating agencies. The service delivery model will include the following elements:
1. Intake
 - a) Multiple entry points for youth. All participating agencies will refer and serve youth.
 - b) Youth will be assessed for current level of academic functioning and employability. A common assessment process will be used by all providers for both the reading and non-reading client.
 - c) Agencies will conduct a uniform intake and collect common client information.
 - d) Agencies will insure that youth have any essential employer required information.
 2. Pre-employment Training
 - a) Standardized Pre-Employment Training for all participants. This may be provided through each participating agency or be centralized.
 - b) The Youth Employment and Empowerment Program (YEEP) Job Development Specialist will provide pre-employment testing and certification.
 - c) Youth will be evaluated for work maturity skills. Youth who have acquired work maturity skills and the accepted levels will be referred for a job placement

interview. Youth who have not acquired work maturity skills will remain in extended pre-employment training and referred for other services as deemed necessary.

3. Job Placement and Job-Site Monitoring
 - a) The YEPP Job Development Specialist will act as the single point of contact for job referrals. This individual will accept all job referrals, bring them to the participating agencies and coordinate the assignment of job referrals for interviews. Participating agencies will meet regularly to coordinate referrals to ensure a timely response to employers.
 - b) The participating agencies will refer a pool of applicants to the employers for jobs.
 - c) Once a youth is hired, the participating agencies will provide job site monitoring services. The agencies will have regular contact with the youth and the employer and act as a resource to assist in resolving difficult situations. The agency will continue to provide support to insure a positive experience for the youth and the employer as long as needed.
- H. Services funded by the CITY must result in demonstrable outcomes that contribute to the attainment and retention of unsubsidized jobs.
- I. During the initial six month of the contract the SUBRECIPIENT, and during the final six months of the contract POIC will provide participating agencies with a base administrative allowance as well as with fee-for-service outcome payments. Outcome payments will be made for youth placed in jobs as well as youth retained in jobs at the 60, 90, and 120 days. Payments are not provided for youth placed in subsidized jobs.
- J. Though some SUBRECIPIENT programs are focused on serving specific populations, no applicant may be denied access to any CITY-funded program, whether run directly by the SUBRECIPIENT or through a subcontractor, due to race or gender.
- K. The SUBRECIPIENT will include mention of the CITY's participation in this project, through the Bureau of Housing & Community Development, in all publicity to local media.
- L. The SUBRECIPIENT will maintain all records for the project, including performance; client eligibility; ethnic, gender, residence zip code and age data; and fiscal data, for a minimum of three years after termination of the contract. All records regarding the project, as well as general organizational and administrative information, will be made available to the CITY Project Manager, or other designated persons, upon request. At a minimum, records will be reviewed as part of the annual monitoring process.
- M. Additionally, the SUBRECIPIENT will require all subcontractors to maintain similar records and make them available, upon request, to the CITY Project Manager, or other designated persons. Records of subcontractors will also be reviewed as part of the annual monitoring process.
- N. All staff positions paid for with CITY funds, whether employees of SUBRECIPIENT or any subcontractor, are required to maintain time records indicating the number of hours worked on CITY-funded projects.
- O. Any changes to the Scope of Services must be approved in writing by the CITY Project Manager.

III. PERFORMANCE MEASURES

- A. SUBRECIPIENT will track and report on achievement of the following levels of service (outputs) during the period of this agreement:
- ☐ 102 gang-impacted youth will be served.
 - ☐ 69 youth will graduate from pre-employment training
- B. SUBRECIPIENT will track and report on achievement of the following accomplishments (outcomes) during the period of this agreement:
- ☐ 60 youth will be placed in jobs
 - ☐ During this year, 44 youth served will reach their 60-day successful employment benchmark
 - ☐ During this year, 43 youth served will reach their 90-day successful employment benchmark
 - ☐ During this year, 42 youth served will reach their 120-day successful employment benchmark

IV. PERIODIC REPORTING REQUIREMENTS

- A. At the conclusion of the first quarter SUBRECIPIENT will submit a report outlining progress related to:
- Establishing fiscal systems sufficient to assume direct management of funding for participating agencies
 - Establishing reporting systems sufficient to assume responsibility for managing program data directly
- B. On a quarterly basis SUBRECIPIENT will submit to the Bureau of Housing and Community Development a progress report including information related to participant demographics and identified performance measures. Payment will be based on receipt of these reports. Program reports will contain:
- ☐ Demographic data regarding gender and ethnicity using the aggregate beneficiary portion of the report form attached as "Attachment F-B."
 - ☐ Performance data related to Section II as well as information regarding the number of carry over youth from the previous fiscal year served using the progress portion of the report form attached as "Attachment F-B."

Reports also will include a narrative description of the YEEP program including:

- A list of current coalition service providers
- Special activities or accomplishments
- Developing relations with employers
- Challenges and lessons learned
- Anticipated changes including changes in service providers, services, etc.

Reports are due to the Bureau within 30 days of the end of the reporting period on the following dates:

1st Quarter -	October 30, 2002
2nd Quarter -	January 30, 2003
3rd Quarter -	April 30, 2003
4th Quarter -	July 30, 2003

- C. Financial reports regarding expenditures of all dollars associated with the contract for this project according to the budget included as Attachment "F-A" will be submitted within 30 days following the end of the quarter according to the above schedule and will include:
 - ☐ Program expenditures for the quarter by gross service element as well as payment summary detail by provider.
- D. All required reports must accompany the billing of each quarter in order for the billings to be paid.

V. COMPENSATION AND METHOD OF PAYMENT

- A. The SUBRECIPIENT will be compensated for the above-described services through CITY General Fund. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and service. Funds will be disbursed to the SUBRECIPIENT, per the budget attached as Attachment "F-A," for actual expenditures as follows:
 - 1. Payments to the SUBRECIPIENT for eligible expenses will be made quarterly, upon submission of a statement of expenditures and performance report using the invoice form included as "Attachment F-C." Expenditures will be listed by gross service element, using the same line items as are listed in the budget, attached hereto as Attachment "F-A."
 - 2. The SUBRECIPIENT will keep vendor receipts and evidence of payment for materials and services and time records and evidence of payment for program wages, salaries, and benefits, and SUBRECIPIENT services. Requests for payment will be submitted to the Bureau of Housing and Community Development.
- B. Any reallocation of funds between budget line items or between programs, as shown in the attached budget, must be approved in writing by the CITY Project Manager prior to making the change.

No funds under this Agreement may be used to purchase non-expendable personal property or equipment, either by the SUBRECIPIENT or any subcontractors with whom the SUBRECIPIENT enters into agreements without prior written permission from the CITY Project Manager. Funds may be used to pay for lease or rental costs of equipment, prorated to reflect the use of said equipment by CITY-funded programs.

- C. IT IS AGREED THAT TOTAL COMPENSATION UNDER THIS AGREEMENT SHALL NOT EXCEED ONE HUNDRED AND EIGHTYFOUR THOUSAND FIVE HUNDRED AND SEVENTY SIX DOLLARS (\$184,576) OF GENERAL FUNDS.

VI. CITY PROJECT MANAGER

- A. The CITY Project Manager shall be Karen Belsey, or such person as shall be designated in writing by the Director of the Bureau of Housing and Community Development.
- B. The CITY 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 all other CITY actions referred to herein.

**Multnomah County
Youth Employment and Empowerment Program**

BUDGET

July 1, 2002 - June 30, 2003

*****8

Administration:		\$54,190
	<i>5 agencies x 12 months x \$903/month</i>	
Outcome Payments:		\$56,125
	<i>60 placements @ \$216/placement =</i>	<i>\$12,960</i>
	<i>44 youth @ \$505/60 day retention =</i>	<i>\$22,220</i>
	<i>43 youth @ \$216/90 day retention =</i>	<i>\$ 9,288</i>
	<i>42 youth @ \$170/120 day retention =</i>	<i>\$ 7,140</i>
Job Developer		\$50,550
YEEC Coordination		\$13,601
Alcohol & Drug Treatment		<u>\$10,110</u>
	<u>TOTAL</u>	<u>\$184,576</u>

Youth Employment and Empowerment Program

Project Report

Section 1: AGGREGATE BENEFICIARY DATA

Reporting Period From: _____ To: _____

Individual Beneficiaries <u> X </u>	Household Beneficiaries <u> </u>
---------------------------------------	-------------------------------------

(check one)

Participant Information	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Y-T-D
-------------------------	-------------	-------------	-------------	-------------	-------

1. Gender					
Males					
Females					
Gender Total*					

2. Race					
White					
Black/African American					
Asian					
American Indian/Alaskan Native					
Native Hawaiian/Other Pacific Islander					
American Indian/Alaskan Native & White					
Asian & White					
Black/African American & White					
American Indian/Alaskan Native & Black/African American					
Other					
Race Total*					

3. Ethnicity					
Hispanic					
Non-Hispanic					
Ethnicity Total*					

4. Age					
14-15					
16-18					
19-21					
Age Total *					

(*Totals should equal one another)

ATTACHMENT F-B continued

Youth Employment and Empowerment Program

**Project Report
Section II: Performance Report**

Reporting Period From: _____ To: _____

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total YTD	Total Goal
Outputs						
# of gang impacted youth served each quarter						102
# of carry over youth from previous fiscal year served each quarter						
# of youth to successfully complete the pre-employment training (PET).						69
Outcomes						
# of youth placed in jobs						60
# of youth placed in full time unsubsidized jobs						
# of youth placed in part time unsubsidized jobs						
# youth that reach their 60-day successful employment benchmark						44
# youth that reach their 90-day successful employment benchmark						43
# youth that reach their 120-day successful employment benchmark						42

Progress Narrative: Please detail the following: A list of current coalition service providers; special program activities or accomplishments; program challenges and lessons learned; anticipated changes, including changes in service providers, services, etc.

**MULTNOMAH COUNTY
REQUEST FOR PAYMENT***

Project Name: Youth Employment and Empowerment Program Request For Payment # _____

Project Sponsor: _____

Billing Period: _____

Budget Category	Contracted Budget	Amount This Bill	Amount Billed to Date	Balance
Administration	\$ 54,190			
Outcome Payments	56,125			
Job Developer	50,550			
Alcohol & Drug Treatment	10,110			
YEEC Coordination	13,601			
TOTAL	\$184,576			

In addition, please provide billing detail.

Total Amount Requested _____

Prepared By _____ Phone # _____

Approved By _____

**NOTE: Please reproduce this form on agency letterhead or submit a cover letter to this invoice that includes total requested and authorizing signature.*

EXHIBIT G
MULTNOMAH COUNTY: HOME FUNDS
PROGRAM DELIVERY: HOME INVESTMENT PARTNERSHIP PROGRAM

I. AUTHORITY

The Portland HOME Consortium is the recipient of funding under the U.S. Department of Housing and Urban Development HOME Investment Partnership Program (authorized by Public Law 101-625, Title II, November 26, 1990) for the development of affordable housing for low and moderate income households. Multnomah County (SUBRECIPIENT) is a member of the Portland HOME Consortium as a signatory of the Consortium Agreement, dated June 28, 2000. The City of Portland is the lead agency for the Consortium, and as such is responsible for applying for, and receiving and managing HOME grant funds. Under the terms of the Consortium Agreement, a portion of the HOME grant is attributable to Multnomah County's participation in the Consortium, and Multnomah County is entitled to plan for the expenditure of such funds. Through the Multnomah County budget process they have determined how to allocate funds and assigned implementing agencies.

The Budget (Table J-1) provides detail regarding Multnomah County's HOME allocation from the Consortium for FY 2002-03. There is a total of \$228,796 available for Multnomah County in new FY 02-03 HOME funds. In FY 02-03, Multnomah County will implement a portion of the HOME Program in the amount of \$204,106. The balance of Multnomah County's FY 02-03 HOME allocation, \$24,691, will be administered by the City of Portland or contracted to other implementing agencies for CHDO Operating Support to Human Solutions, Inc., the City's HOME administrative expenses, a Tenant-Based Rental Assistance Program administered by the Housing Authority of Portland. The City will provide periodic updates regarding the status of Multnomah County's HOME commitments and expenditures.

The breakout of Multnomah County's FY 2002-03 HOME allocation is set out in the table below:

Table G – 1		
FY 2002-03 Multnomah County HOME Funds		
Total FY 2002-03 Allocation: \$228,796		
	ACTIVITY	AMOUNT
<i>Mult. County HOME Funds Implemented by Multnomah County</i>		
	Mult. Co. Admin	\$7,813
	Development Fund	\$196,293
	Total Mult. Co. HOME	\$204,106
<i>Mult. County HOME Funds Implemented by City of Portland</i>		
	Consortium Admin	\$6,275
	CHDO Operating Supp – HSI	\$8,089
	TBRA – HAP Program	\$8,238
	TBRA – HAP Admin	\$2,089
	Total Portland	\$24,691
<i>Mult. County HOME Funds Implemented by City of Gresham</i>		
	N/A	0
	Total Gresham	0
<i>Allocation Total</i>		\$228,796

Unexpended HOME funding allocated to Multnomah County in Agreements covering prior fiscal years may be allocated by a future amendment to this Agreement.

II. SCOPE OF SERVICES

The SUBRECIPIENT has committed or will commit its allocation of HOME funds to eligible projects and activities administered by various implementing agencies.

Funds provided directly to Multnomah County under this Agreement will support staff and operating costs associated with program delivery and administration of Multnomah County's HOME program activities.

III. REPORTING REQUIREMENTS

The SUBRECIPIENT shall provide such reports and other information as may be required by the City from time to time. These reports shall be in the format and meet the timelines determined by the City. Reports or other information may be required as necessary for the City to track compliance with all federal regulations of the HOME Program, to provide required information to the U.S. Department of Housing and Urban Development, and to make such internal reports as may be required by the City.

IV. COMPENSATION AND METHOD OF PAYMENT

- A. The City will pay the SUBRECIPIENT for actual or anticipated expenses in accordance with the Budget (Table J-1) upon submission of an itemized statement of expenditures.
- B. IT IS AGREED THAT TOTAL COMPENSATION UNDER SECTION G OF THIS AGREEMENT SHALL NOT EXCEED TWO HUNDRED TWENTY-EIGHT THOUSAND, SEVEN HUNDRED NINETY-SIX DOLLARS (\$228,796) OF HOME FUNDS.

V. CITY PROJECT MANAGER

- A. The City Project Manager shall be Andrea Matthiessen or such other person as may be designated in writing by the Director of the Bureau of Housing and Community Development.
- B. The City 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.

VI. HOME INVESTMENT PARTNERSHIP PROGRAM REQUIREMENTS

A. HOME Investment Partnership Regulations

All activities under this Agreement are subject to the regulations governing the HOME Investment Partnership Program contained in 24 CFR 92 and such notices, circulars and other materials as may be issued by the U.S. Department of Housing and Urban Development. These regulations are incorporated by reference in this Agreement. The SUBRECIPIENT is responsible for compliance with all such regulations.

A variety of cross-cutting regulations referred to in the HOME regulations contained at 24 CFR 92 will apply to this Agreement. These include, but are not limited to, Davis-Bacon, Uniform Real Property Acquisition and Relocation Act, Environmental Review, Flood Insurance, Lead-based Paint, Debarment and Suspension, etc. These regulations are incorporated by reference in this Agreement. The SUBRECIPIENT is responsible and shall comply with all such applicable regulations.

All program income generated from HOME-funded activities will be returned by the SUBRECIPIENT to the Local HOME Account maintained by the City. Program income will be reprogrammed for eligible activities under the HOME Program as determined by the City.

Definitions

Integrated Disbursement and Information System (IDIS): The system for managing disbursement of funds in the HOME Program.

Community Housing Development Organization (CHDO): A community-based, nonprofit housing organization as defined at 24 CFR 92.2.

Period of Affordability: The length of time that HUD tenant guidelines, rent affordability, Housing Quality Standards and other compliance regulations apply to a particular project. The period of affordability will vary based on the HOME activity and the amount of subsidy provided to the project per 24 CFR Part 92.252.

- B. Under the terms of the HOME Consortium Agreement (Agreement # 50903), dated July 24, 1997, the City of Portland retains the authority to amend this Agreement for failure of the SUBRECIPIENT in performing this Agreement to meet any of the obligations imposed on it as a member of the Portland HOME Consortium.
- C. The SUBRECIPIENT will be responsible for performing all actions necessary to comply with the environmental review requirements contained in 24 CFR 92.633. The SUBRECIPIENT may not commit any HOME funds to projects nor allow any activities that would have an adverse environmental impact or limit the choice of reasonable alternatives until the environmental review requirements contained in 24 CFR 92.633 and 24 CFR Part 58 have been met. The SUBRECIPIENT will be responsible for preparing all review documents and publishing all required public notices on behalf of the City and shall identify the City to receive any public comments. The City is the Certifying Officer for purposes of these requirements. The City will process all necessary Requests for Release of Funds (RROF). When the RROF has been approved by HUD, the City will notify the SUBRECIPIENT that funds may be committed to the project. All review documentation, correspondence, public notices and other documents pertaining to environmental review shall be maintained by the City.

D. Funds under this Agreement must be obligated, committed and expended in the IDIS System according to the timelines described in the HOME regulations.

E. Monitoring for Regulatory Compliance

1. The SUBRECIPIENT will be responsible for assuring that all projects developed under this Agreement are monitored for compliance with HOME regulations contained in 24 CFR 92 including all other applicable federal regulations such as Davis-Bacon, Lead Based Paint, etc.
2. The SUBRECIPIENT shall assure that each HOME funded project is monitored throughout the predevelopment, development and rent-up phases to insure that the project initially complies with the HOME and all other applicable federal regulations. No less than 90 percent of rental units developed under this Agreement must be occupied by households whose annual incomes are at or below 60% of the area median income at initial occupancy. The remaining units must be occupied by households at or below 80% of area median income.
3. The SUBRECIPIENT shall also be responsible for assuring ongoing monitoring during the period of affordability for each project. This monitoring shall include required housing quality inspections, compliance with rent guidelines, and income verification of tenants, as well as any other periodic monitoring requirement under the HOME regulations. The SUBRECIPIENT shall allow for inspection or provide copies of reports of monitoring findings to the City as requested by the City.
4. If at any time during the period of affordability a project is found by HUD not to qualify as affordable housing, the SUBRECIPIENT will be responsible for repaying such funds to the City subject to first pursuing corrective and remedial actions and sanctions authorized at 24 CFR 92.551 and 552

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:
Meeting Date: December 12, 2002

Agenda Item #: C-3

Est. Start Time: 10:00 AM

Date Submitted: 11/15/02

Requested Date: December 12, 2002

Time Requested: Consent Item

Department: DBCS

Division: Tax Title

Contact/s: Gary Thomas

Phone: 503-988-3590

Ext.: 22591 I/O Address: 503/4 Tax Title

Presenters: Gary Thomas

Agenda Title: Authorizing a Private Sale of certain Tax Foreclosed Property to Randy and Carol Archer.

NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.

- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

The Tax Title Section is requesting the Board to approve the private sale of a tax foreclosed property to Randy and Carol Archer. The Department of Business & Community Services recommends that the private sale be approved.

- 2. Please provide sufficient background information for the Board and the public to understand this issue.**

The subject property came into Multnomah County Tax Title inventory through the foreclosure of delinquent tax liens on October 26, 1992. It is a vacant strip of land approximately 10 feet wide by 98 feet long. The subject is approximately 980 sq.ft. in size. It is located adjacent to a house that the Archers own and to SE Flavel St. A good portion of the strip is in lawn area that the Archers have maintained over the years with the balance being in shrubs. See Exhibits A, A-1, and A-2.

Although no written confirmation from the City of Portland was obtained, the Tax Title Section is confident that the shape and size of the property would make it unsuitable for the construction or placement of a dwelling under current zoning ordinances and building codes, as provided under ORS 275.225. The current zoning for the property is R10, Residential, a minimum of 10,000 sq ft required for a new dwelling.

3. Explain the fiscal impact (current year and ongoing).

The Private Sale will allow for the full recovery of delinquent taxes, fees, and expenses. The sale will also reinstate the property on the tax roll (see Exhibit C).

4. Explain any legal and/or policy issues.

No legal issues are expected. The parcel will be sold "As Is" without guarantee of clear title. This property conforms to those policies as outlined in Multnomah County Code Chapter 7.

5. Explain any citizen and/or other government participation that has or will take place.

No citizen or government participation is anticipated.

Required Signatures:

Department/Agency Director: *M. Cecilia Johnson* **Date: 11/15/02**

Budget Analyst

By: **Date:**

Dept/Countywide HR

By: **Date:**

Exhibit A

R336721

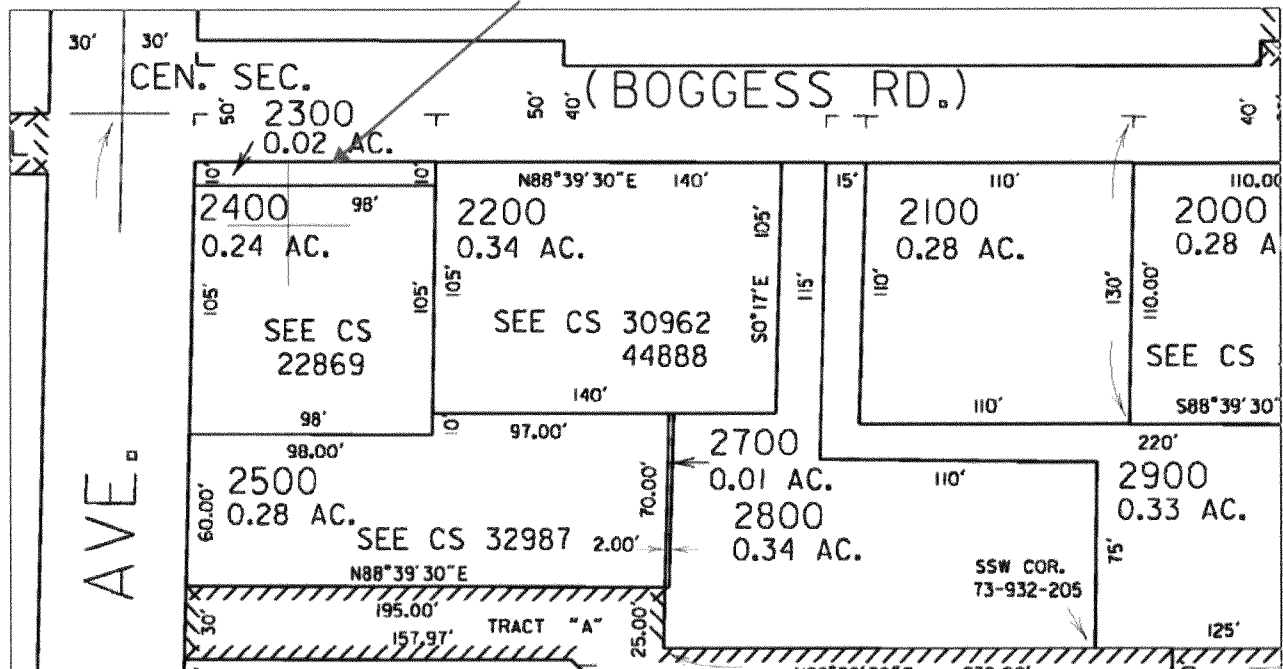
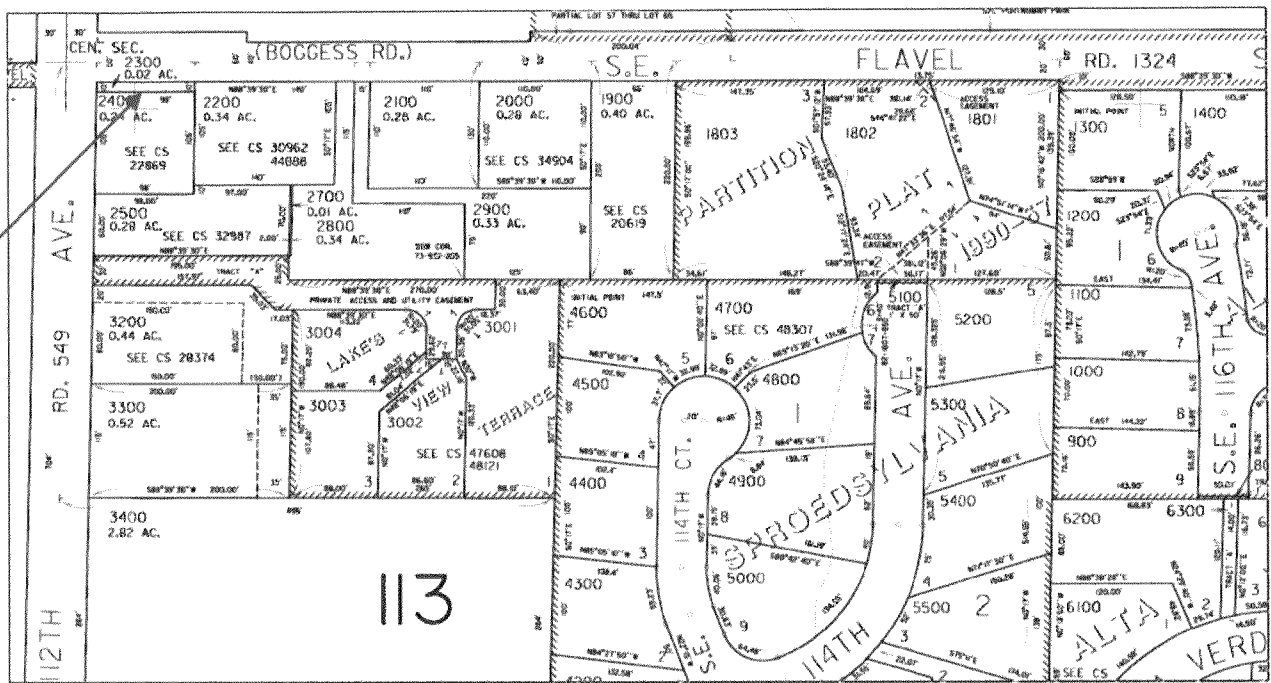


Exhibit A-1



Exhibit A-2



Exhibit B

PROPOSED PROPERTY LISTED FOR PRIVATE SALE FISCAL YEAR 2002-03

LEGAL DESCRIPTION:

A tract of land in the Southeast one-quarter of Section 22, Township 1 South, Range 2 East, WM, in Multnomah County, State of Oregon described as follows:

Commencing at the monument set for the center of said Section 22; thence North 88°39'30" East, along the center-line of SE Flavel St., Co. Rd. 1324, 30 feet to a point; thence South 0°17' East, along the east line of SE 112th Ave, Co. Rd. 549, 20 feet to the true point of beginning of the tract to be described; thence North 88°39'30" East, along the South line of said SE Flavel, 98 feet to the Northwest corner of that tract of land conveyed to Frank J Hamsik and wife in Book 712 on Page 141 recorded on Dec. 19, 1969 in said County's records; thence South 0°17' East, along the West line of said Hamsik tract, 10 feet to the Northeast corner of that tract of land conveyed to Bernard M. Belmont in Book 1607 on Page 1189 recorded on July 21, 1982, in said County's records; thence South 88°39'30" West, along the North line of said Belmont tract, 98 feet to the Northwest corner of said Belmont tract and the East line of said SE 112th Ave.; thence North 0°17' West, along the said East line 10 feet to the point of beginning.

ADJACENT PROPERTY ADDRESS:

Vacant Land
Adjacent to 11206 SE Flavel St

TAX ACCOUNT NUMBER:

R336721

GREENSPACE DESIGNATION:

None

SIZE OF PARCEL:

Rectangular shaped approx. 980 sq ft

ASSESSED VALUE:

\$-0-

ITEMIZED EXPENSES FOR TOTAL PRICE OF PRIVATE SALE:

BACK TAXES & INTEREST:

\$159.05

TAX TITLE MAINTENANCE COST & EXPENSES:

-0-

ADVERTISING COST:

-0-

RECORDING FEE:

24.00

CITY LIENS:

-0-

SUB-TOTAL

\$183.05

MINIMUM PRICE REQUEST OF PRIVATE SALE

\$300.00

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY**

RESOLUTION NO. _____

Authorizing Private Sale of Certain Tax Foreclosed Property to RANDY R ARCHER and CAROL M ARCHER.

The Multnomah County Board of Commissioners Finds:

- a) Multnomah County acquired the real property described in the attached Exhibit A through the foreclosure of liens for delinquent taxes.
- b) The property has an assessed value of \$0. on the County's current tax roll.
- c) Although no written confirmation from the City of Portland was obtained, the Tax Title Division is confident the irregular shape and size of the property, i.e. approximately 10 feet by 98 feet long (980 sq ft), make it unsuitable for construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.
- d) RANDY R ARCHER AND CAROL M ARCHER have agreed to pay \$300.00, an amount the Board finds to be a reasonable price for the property in conformity with ORS 275.225.

The Multnomah County Board of Commissioners Resolves:

- 1. Upon Tax Title's receipt of the payment of \$300.00, the Chair on behalf of Multnomah County, is authorized to execute a deed conveying to RANDY R ARCHER and CAROL M ARCHER the real property described in the attached Exhibit A.

ADOPTED this 12TH day of December 2002.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:
THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Sandra N. Duffy, Assistant County Attorney

EXHIBIT A (RESOLUTION)

Legal Description:

A tract of land in the Southeast one-quarter of Section 22, Township 1 South, Range 2 East, WM, in Multnomah County, State of Oregon described as follows:

Commencing at the monument set for the center of said Section 22; thence North 88°39'30" East, along the center-line of SE Flavel St., Co. Rd. 1324, 30 feet to a point; thence South 0°17' East, along the east line of SE 112th Ave, Co. Rd. 549, 20 feet to the true point of beginning of the tract to be described; thence North 88°39'30" East, along the South line of said SE Flavel, 98 feet to the Northwest corner of that tract of land conveyed to Frank J Hamsik and wife in Book 712 on Page 141 recorded on Dec. 19, 1969 in said County's records; thence South 0°17' East, along the West line of said Hamsik tract, 10 feet to the Northeast corner of that tract of land conveyed to Bernard M. Belmont in Book 1607 on Page 1189 recorded on July 21, 1982, in said County's records; thence South 88°39'30" West, along the North line of said Belmont tract, 98 feet to the Northwest corner of said Belmont tract and the East line of said SE 112th Ave.; thence North 0°17' West, along the said East line 10 feet to the point of beginning.

Multnomah County Deed No: D031871

Tax Account No.: R336721

After recording, return to:
RANDY R & CAROL M ARCHER
11206 SE FLAVEL ST
PORTLAND OR 97266-5915

Page 3 of 4— Resolution and Deed Authorizing Private Sale

EXHIBIT A (DEED)

Legal Description:

A tract of land in the Southeast one-quarter of Section 22, Township 1 South, Range 2 East, WM, in Multnomah County, State of Oregon described as follows:

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Multnomah County Deed No: D031871
Tax Account No.: R336721

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY**

RESOLUTION NO. 02-151

Authorizing Private Sale of Certain Tax Foreclosed Property to RANDY R ARCHER and CAROL M ARCHER

The Multnomah County Board of Commissioners Finds:

- a) Multnomah County acquired the real property described in the attached Exhibit A through the foreclosure of liens for delinquent taxes.
- b) The property has an assessed value of \$0. on the County's current tax roll.
- c) Although no written confirmation from the City of Portland was obtained, the Tax Title Division is confident the irregular shape and size of the property, i.e. approximately 10 feet by 98 feet long (980 sq ft), make it unsuitable for construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.
- d) RANDY R ARCHER AND CAROL M ARCHER have agreed to pay \$300.00, an amount the Board finds to be a reasonable price for the property in conformity with ORS 275.225.

The Multnomah County Board of Commissioners Resolves:

- 1. Upon Tax Title's receipt of the payment of \$300.00, the Chair on behalf of Multnomah County, is authorized to execute a deed conveying to RANDY R ARCHER and CAROL M ARCHER the real property described in the attached Exhibit A.

ADOPTED this 12th day of December 2002.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:
THOMAS SPONSER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By
Sandra N. Duffy, Assistant County Attorney

EXHIBIT A (RESOLUTION)

Legal Description:

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Multnomah County Deed No: D031871

Tax Account No.: R336721

RANDY R & CAROL M ARCHER
11206 SE FLAVEL ST
PORTLAND OR 97266-5915

Deed D031871

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to RANDY R & CAROL M ARCHER, husband & wife, Grantees, that certain real property, located in the City of Portland, Multnomah County, Oregon more particularly described as follows:

As Described In Attached Exhibit A.

The true and actual consideration paid for this transfer; stated in the terms of dollars is \$300.00.

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

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 12th day of December 2002, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Joani M. J.

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By Sandra Duffy
Sandra N. Duffy, Assistant County Attorney

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this 12th day of December 2002, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/05

EXHIBIT A (DEED)

Legal Description:

A tract of land in the Southeast one-quarter of Section 22, Township 1 South, Range 2 East, WM, in Multnomah County, State of Oregon described as follows:

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Multnomah County Deed No: D031871

Tax Account No.: R336721

After recording, return to:
RANDY R & CAROL M ARCHER
11206 SE FLAVEL ST
PORTLAND OR 97266-5915

Deed D031871

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IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 12th day of December 2002, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Quinn F.

Diane M. Linn, Chair

REVIEWED:

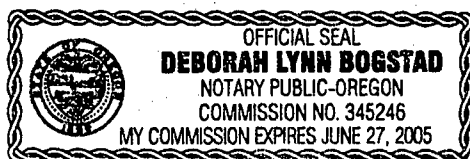
THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By Sandra N. Duffy
Sandra N. Duffy, Assistant County Attorney

STATE OF OREGON

COUNTY OF MULTNOMAH

This Deed was acknowledged before me this 12th day of December 2002, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Wendell Lynn Boaster

Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/05

EXHIBIT A (DEED)

Legal Description:

A tract of land in the Southeast one-quarter of Section 22, Township 1 South, Range 2 East, WM, in Multnomah County, State of Oregon described as follows:

Commencing at the monument set for the center of said Section 22; thence North 88°39'30" East, along the center-line of SE Flavel St., Co. Rd. 1324, 30 feet to a point; thence South 0°17' East, along the east line of SE 112th Ave, Co. Rd. 549, 20 feet to the true point of beginning of the tract to be described; thence North 88°39'30" East, along the South line of said SE Flavel, 98 feet to the Northwest corner of that tract of land conveyed to Frank J Hamsik and wife in Book 712 on Page 141 recorded on Dec. 19, 1969 in said County's records; thence South 0°17' East, along the West line of said Hamsik tract, 10 feet to the Northeast corner of that tract of land conveyed to Bernard M. Belmont in Book 1607 on Page 1189 recorded on July 21, 1982, in said County's records; thence South 88°39'30" West, along the North line of said Belmont tract, 98 feet to the Northwest corner of said Belmont tract and the East line of said SE 112th Ave.; thence North 0°17' West, along the said East line 10 feet to the point of beginning.

Multnomah County Deed No: D031871

Tax Account No.: R336721

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:
Meeting Date: December 12, 2002
Agenda Item #: C-4
Est. Start Time: 10:00 AM
Date Submitted: 11/15/02

Requested Date: December 12, 2002

Time Requested: Consent Item

Department: DBCS

Division: Tax Title

Contact/s: Gary Thomas

Phone: 503-988-3590

Ext.: 22591 **I/O Address:** 503/4 Tax Title

Presenters: Gary Thomas

Agenda Title: Authorizing a Private Sale of certain Tax Foreclosed Property to Harley T Johnson c/o Rapid Transfer & Storage.

NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.

- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

The Tax Title Section is requesting the Board to approve the private sale of a tax foreclosed property to Harley T Johnson c/o Rapid Transfer & Storage. The Department of Business & Community Services recommends that the private sale be approved.

- 2. Please provide sufficient background information for the Board and the public to understand this issue.**

The subject property came into Multnomah County Tax Title inventory through the foreclosure of delinquent tax liens in June 1966. It is a small triangular shaped strip approximately 125' long located along NW Front Ave and adjacent to 2030 NW 17th Ave a parcel owned and used by Rapid Transfer & Storage. The subject is approximately 363 sq.ft. in size. The aerial photo of the property shows that the adjacent property, Rapid Transfer, appears to be using part of the property for the parking of vehicles. The City of Portland, Department of Transportation requested and was granted a permanent

sewer easement and a temporary sewer construction easement on the subject property in October of this year. Consideration in the amount of \$150 was provided to the County. The Attached Exhibit A, a plat map, shows the location and shape of the property. Attached Exhibit B is an aerial photo of the property.

Although no written confirmation from the City of Portland was obtained, the Tax Title Section is confident that the irregular shape and size of the property make it unsuitable for the construction or placement of a dwelling under current zoning ordinances and building codes, as provided under ORS 275.225. The current zoning under which the subject property falls is IH (EXd), Heavy Industrial, Central Employment with a design overlay.

3. Explain the fiscal impact (current year and ongoing).

The Private Sale will allow for the full recovery of delinquent taxes, fees, and expenses. The sale will also reinstate the property on the tax roll (see Exhibit C).

4. Explain any legal and/or policy issues.

No legal issues are expected. The parcel will be sold "As Is" without guarantee of clear title. This property conforms to those policies as outlined in Multnomah County Code Chapter 7.

5. Explain any citizen and/or other government participation that has or will take place.

No citizen or government participation is anticipated.

Required Signatures:

Department/Agency Director: *M. Cecilia Johnson* **Date:** 11/15/02

County Attorney

By: **Date:**

Budget Analyst

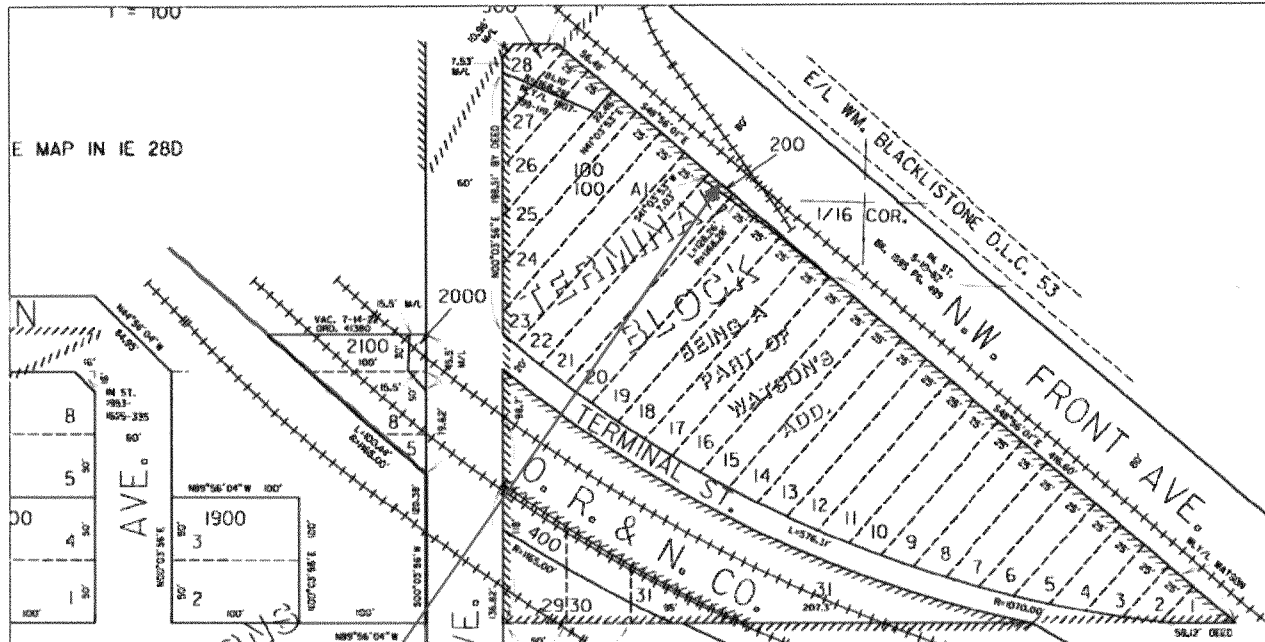
By: **Date:**

Dept/Countywide HR

By: **Date:**

Exhibit A

R298560



Subject

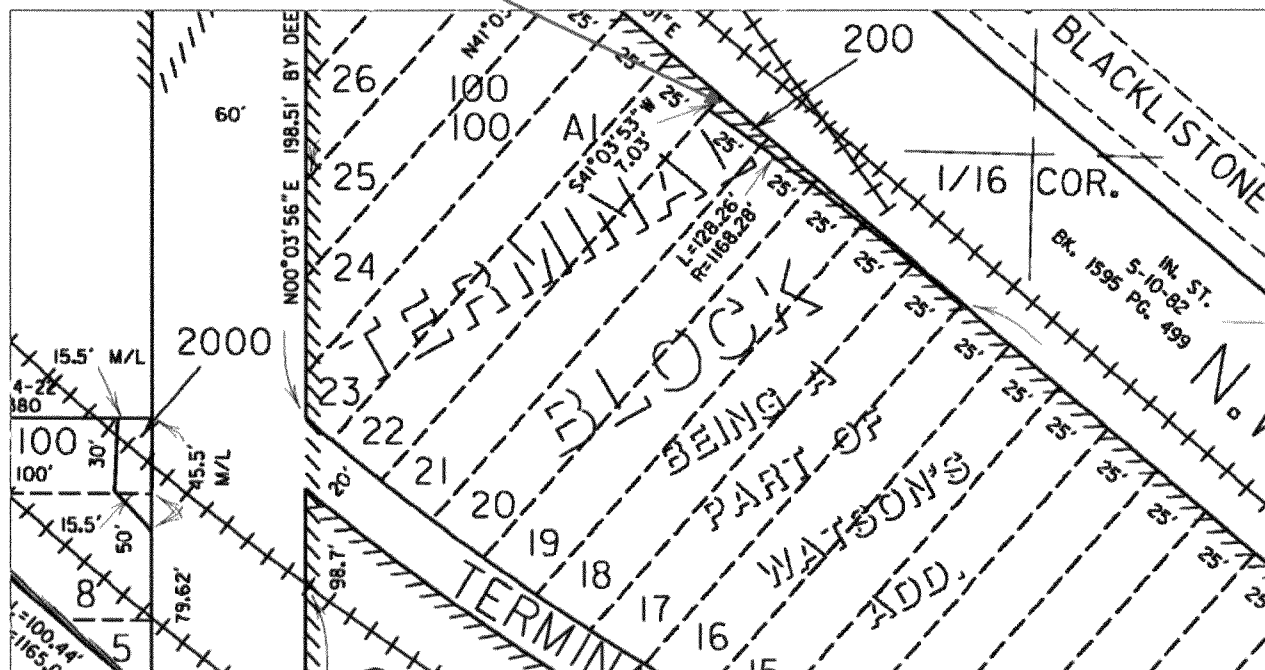


Exhibit B



Exhibit C

**PROPOSED PROPERTY LISTED FOR PRIVATE SALE
FISCAL YEAR 2002-03**

LEGAL DESCRIPTION:

A portion of Lots 16 thru 21, Terminal Block, a part of Watson's Addition to the City of Portland, situated in the southeast one-quarter of Section 28, T1N, R1E, W.M., in the City of Portland, County of Multnomah, and State of Oregon, more particularly described as follows:

Beginning at the point of intersection of the corner common to Lots 21 and 22, with the westerly line of NW Front Avenue; thence S 41°03'53" W along the line common to Lots 22 and 21, a distance of 7.03 feet to a point of non-tangent curvature; thence along the arc of an 1168.28 foot radius curve to the right, through a central angle of 06°17'24", an arc distance of 128.26 feet (the chord bears S 52°04'49" E, 128.19 feet) to a point of tangency on the westerly line of NW Front Avenue; thence N 48°56'07" W along the westerly line of NW Front Avenue, a distance of 128.00 feet to the Point of Beginning.

Containing an area of 300 square feet or 0.007 acres.

ADJACENT PROPERTY ADDRESS:

Vacant Land
Adjacent to 2030 NW 17th AVE

TAX ACCOUNT NUMBER:

R298560

GREENSPACE DESIGNATION:

None

SIZE OF PARCEL:

Irregular shaped (Approximately 363sf)

ASSESSED VALUE:

\$2,110.00

ITEMIZED EXPENSES FOR TOTAL PRICE OF PRIVATE SALE:

BACK TAXES & INTEREST:

\$38.34

TAX TITLE MAINTENANCE COST & EXPENSES:

200.00

ADVERTISING COST:

0.00

RECORDING FEE:

24.00

CITY LIENS:

0.00

SUB-TOTAL

\$262.34

MINIMUM PRICE REQUEST OF PRIVATE SALE

\$800.00

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY**

RESOLUTION NO. _____

Authorizing Private Sale of Certain Tax Foreclosed Property to HARLEY T JOHNSON.

The Multnomah County Board of Commissioners Finds:

- a) Multnomah County acquired the real property described in the attached Exhibit A through the foreclosure of liens for delinquent taxes.
- b) The property has an assessed value of \$2110.00 on the County's current tax roll.
- c) Although no written confirmation from the City of Portland was obtained, the Tax Title Division is confident the irregular shape and size of the property, i.e. approximately 363 sq ft, make it unsuitable for construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.
- d) HARLEY T JOHNSON has agreed to pay \$800.00, an amount the Board finds to be a reasonable price for the property in conformity with ORS 275.225.

The Multnomah County Board of Commissioners Resolves:

- 1. Upon Tax Title's receipt of the payment of \$800.00, the Chair on behalf of Multnomah County, is authorized to execute a deed conveying to HARLEY T JOHNSON the real property described in the attached Exhibit A.

ADOPTED this 12TH day of December 2002.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:
THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By *Sandra N. Duffy*
Sandra N. Duffy, Assistant County Attorney

EXHIBIT A (RESOLUTION)

Legal Description:

A portion of Lots 16 thru 21, Terminal Block, a part of Watson's Addition to the City of Portland, situated in the southeast one-quarter of Section 28, T1N, R1E, W.M., in the City of Portland, County of Multnomah, and State of Oregon, more particularly described as follows:

Beginning at the point of intersection of the corner common to Lots 21 and 22, with the westerly line of NW Front Avenue; thence S 41°03'53" W along the line common to Lots 22 and 21, a distance of 7.03 feet to a point of non-tangent curvature; thence along the arc of an 1168.28 foot radius curve to the right, through a central angle of 06°17'24", an arc distance of 128.26 feet (the chord bears S 52°04'49" E, 128.19 feet) to a point of tangency on the westerly line of NW Front Avenue; thence N 48°56'07" W along the westerly line of NW Front Avenue, a distance of 128.00 feet to the Point of Beginning.

Containing an area of 300 square feet or 0.007 acres.

Multnomah County Deed No: D031870

Tax Account No.: R298560

HARLEY T JOHNSON
C/O RAPID TRANSFER & STORAGE
100 NE FARRAGUT ST
PORTLAND OR 97211-2208

After recording, return to:
HARLEY T JOHNSON
C/O RAPID TRANSFER & STORAGE
100 NE FARRAGUT ST
PORTLAND OR 97211-2208

Deed D031870

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to HARLEY T JOHNSON, Grantee, that certain real property, located in the City of Portland, Multnomah County, Oregon more particularly described as follows:

As Described In Attached Exhibit A:

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

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

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 12th day of December 2002, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By Sandra N. Duffy
Sandra N. Duffy, Assistant County Attorney

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this 12th day of December 2002, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/05

EXHIBIT A (DEED)

Legal Description:

A portion of Lots 16 thru 21, Terminal Block, a part of Watson's Addition to the City of Portland, situated in the southeast one-quarter of Section 28, T1N, R1E, W.M., in the City of Portland, County of Multnomah, and State of Oregon, more particularly described as follows:

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Containing an area of 300 square feet or 0.007 acres.

Multnomah County Deed No: D031870

Tax Account No.: R298560

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY**

RESOLUTION NO. 02-152

Authorizing Private Sale of Certain Tax Foreclosed Property to HARLEY T JOHNSON

The Multnomah County Board of Commissioners Finds:

- a) Multnomah County acquired the real property described in the attached Exhibit A through the foreclosure of liens for delinquent taxes.
- b) The property has an assessed value of \$2110.00 on the County's current tax roll.
- c) Although no written confirmation from the City of Portland was obtained, the Tax Title Division is confident the irregular shape and size of the property, i.e. approximately 363 sq ft, make it unsuitable for construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.
- d) HARLEY T JOHNSON has agreed to pay \$800.00, an amount the Board finds to be a reasonable price for the property in conformity with ORS 275.225.

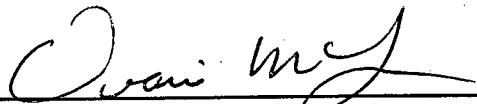
The Multnomah County Board of Commissioners Resolves:

- 1. Upon Tax Title's receipt of the payment of \$800.00, the Chair on behalf of Multnomah County, is authorized to execute a deed conveying to HARLEY T JOHNSON the real property described in the attached Exhibit A.

ADOPTED this 12th day of December 2002.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Diane M. Linn, Chair

REVIEWED:
THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 

Sandra N. Duffy, Assistant County Attorney

EXHIBIT A (RESOLUTION)

Legal Description:

A portion of Lots 16 thru 21, Terminal Block, a part of Watson's Addition to the City of Portland, situated in the southeast one-quarter of Section 28, T1N, R1E, W.M., in the City of Portland, County of Multnomah, and State of Oregon, more particularly described as follows:

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Containing an area of 300 square feet or 0.007 acres.

Multnomah County Deed No: D031870

Tax Account No.: R298560


HARLEY T JOHNSON
C/O RAPID TRANSFER & STORAGE
100 NE FARRAGUT ST
PORTLAND OR 97211-2208

Deed D031870

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to HARLEY T JOHNSON, Grantee, that certain real property, located in the City of Portland, Multnomah County, Oregon more particularly described as follows:

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

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 12th day of December 2002, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.


Diane M. Linn, Chair

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By Sandra Duffy
Sandra N. Duffy, Assistant County Attorney

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/05

EXHIBIT A (DEED)

Legal Description:

A portion of Lots 16 thru 21, Terminal Block, a part of Watson's Addition to the City of Portland, situated in the southeast one-quarter of Section 28, T1N, R1E, W.M., in the City of Portland, County of Multnomah, and State of Oregon, more particularly described as follows:

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Tax Account No.: R298560

**HARLEY T JOHNSON
C/O RAPID TRANSFER & STORAGE
100 NE FARRAGUT ST
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After recording, return to:
HARLEY T JOHNSON
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IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 12th day of December 2002, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.



Chani May

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

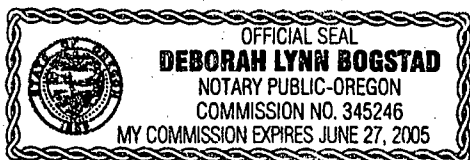
By _____

By Sandra N. Duffy
Sandra N. Duffy, Assistant County Attorney

STATE OF OREGON

COUNTY OF MULTNOMAH

This Deed was acknowledged before me this 12th day of December 2002, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Boston

Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/05

EXHIBIT A (DEED)

Legal Description:

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Containing an area of 300 square feet or 0.007 acres.

Multnomah County Deed No: D031870

Tax Account No.: R298560

MEETING DATE: December 12, 2002
AGENDA NO: C-5
ESTIMATED START TIME: 10:00 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Renewal of Intergovernmental Agreement with the State of Oregon Department of Justice for Continued Funding of the Child Abuse Multidisciplinary Intervention Child Abuse Program for July 1, 2002 through June 30, 2003

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

REGULAR MEETING: DATE REQUESTED: _____
AMOUNT OF TIME NEEDED: N/A

DEPARTMENT: Non-Departmental DIVISION: District Attorney's Office

CONTACT: Scott Marcy TELEPHONE #: (503) 988-3863
BLDG/ROOM #: 101/600

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

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

~~Renewal Amendment 10 to Intergovernmental Agreement 500447 with the State Office of Services to Children and Families for Continued Funding of the Termination of Parental Rights~~
State of Oregon Department of Justice for Continued Funding of the Child Abuse Multidisciplinary Intervention Child Abuse Program for July 1, 2002 through June 30, 2003

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Michael D Schrunk
(OR)

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☐ Not Attached Contract #: 500447
Amendment #: 10

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <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 that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue <div style="text-align: center;"> RECEIVED APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS DEC 02 2002 AGENDA # C-5 DATE 12.12.02 DEB ROGSTAD, BOARD CLERK <small>COUNTY ADMINISTRATION</small> </div>

Department: Nondepartmental Division: District Attorney's Office Date: 11/22/02
 Originator: Scott Marcy Phone: 503-988-3863 Bldg/Rm: 101/600
 Contact: Tida Niyomthong Phone: 503-988-4816 Bldg/Rm: 101/600

Description of Contract: Renewal to Intergovernmental Agreement between the Multnomah County District Attorney's Office and Services to Children and Families that provides funding of the CAMI child abuse program.

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

Contractor <u>SCF/CAMI</u> Address <u>500 Summer St NE, HSB E30</u> <u>Salem, OR 97301-1080</u> Phone <u>503-945-6372</u> Employer ID# or SS# _____ Effective Date <u>07/01/02</u> Termination Date <u>06/30/03</u> Original Contract Amount \$ <u>498,980.70</u> Total Amt of Previous Amendments \$ <u>4,204,029.57</u> Amount of Amendment \$ <u>797,259.20</u> Total Amount of Agreement \$ <u>5,500,269.47</u>	Remittance address _____ (If different) _____ Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input checked="" type="checkbox"/> Other \$ <u>Quarterly</u> <input type="checkbox"/> Other _____ <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

REQUIRED SIGNATURES:

Department Manager <u><i>John S. ...</i></u>	DATE <u>11-25-02</u>
Purchasing Manager _____	DATE _____
County Counsel <u><i>Santha Duff</i></u>	DATE <u>12.4.02</u>
County Chair <u><i>Chris ...</i></u>	DATE <u>12.12.02</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

(Class I, Class II Contracts only)

SAP VENDOR CODE						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	SAP DESCRIPTION	AMOUNT	INC DEC
01	1505	15	DA CAMI.ADMIN	-	50180	-	-	-	CAMI	\$797,259.20	-
02											
03											

**OREGON DEPARTMENT OF JUSTICE
GRANT AGREEMENT**

BETWEEN: State of Oregon, acting by and through (Grantor)
its Department of Justice,
1162 Court St. NE
Salem, Oregon 97301
Facsimile Number: (503) 378-8709

AND: Multnomah County, acting by and through (Grantee)
its District Attorney's Office
1021 SW 4th Avenue Room 600
Portland, OR 97204
Facsimile Number: 503-988-6198

DATE: June 19, 2002

**SECTION 1
LEGAL BASIS OF AWARD**

Pursuant to ORS 418.746, Grantor is authorized to enter into a Grant Agreement and to make an award, from the Child Abuse Multidisciplinary Intervention Account, to Grantee for the purposes set forth herein. Grantor is willing to make the grant and Grantee is willing to accept the grant on the terms and conditions of this Agreement. Accordingly, the parties hereby agree as follows:

**SECTION 2
GRANT AWARD**

Section 2.01. Grant. In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee with a maximum of \$1,494,109.31 (the "Grant") from the Child Abuse Multidisciplinary Intervention Account to financially support and assist projects or activities falling within the service areas set forth in Exhibit A attached hereto and incorporated herein by this reference (each, a "Service Area" and, collectively, the "Service Areas").

Section 2.02. Disbursement of Grant Moneys. Subject to Sections 2.03 and 2.04, Grantor shall disburse the Grant moneys to Grantee as follows:

- (a) \$159,451.84 on or about July 31, 2002;
- (b) \$159,451.84 on or about October 31, 2002;
- (c) \$159,451.84 on or about January 31, 2003;
- (d) \$159,451.84 on or about April 30, 2003;
- (e) \$159,451.84 on or about July 31, 2003; and
- (f) Up to \$696,850.11 on the date of this Agreement by hereby permitting Grantee to retain (and expend in accordance with this Agreement) funds previously provided to Grantee for project year 2001, under that certain Grant Agreement between the Department of Human Services and Grantee effective date July 1, 2001, which funds remained unexpended by Grantee on the date of this Agreement.

Section 2.03. Conditions Precedent to Each Disbursement. Grantor's obligation to disburse Grant moneys to Grantee pursuant to Section 2.02 is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- (a) Moneys are available in the Child Abuse Multidisciplinary Intervention Account to finance the disbursement;
- (b) Grantor has received sufficient appropriations and other expenditure authorizations from the Oregon Legislative Assembly to allow Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (c) No default as described in Section 6.03 has occurred;
- (d) Grantee is in compliance with ORS 279.312, 279.314, 279.316 and 279.320; and
- (e) Grantee's representations and warranties set forth in Section 4 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

Section 2.04. Grant Availability Termination. The availability of Grant moneys under this Agreement and Grantor's obligation to disburse Grant moneys pursuant to Section 2.02 shall end on August 31, 2003 (the "Availability Termination Date"). Grantor will not disburse any Grant moneys after the Availability Termination Date.

SECTION 3 USES OF GRANT

Section 3.01. Eligible Uses of Grant. Grantee's use of the Grant moneys is limited to those expenditures necessary to conduct an activity or complete a project falling within a Service Area and is further limited as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

Section 3.02. Ineligible Uses of Grant. Notwithstanding Section 3.01, Grantee shall not use the Grant moneys to retire any debt, to reimburse any person or entity for expenditures made or expenses incurred prior to the date of this Agreement or to replace funds previously allocated by Grantee for child abuse intervention.

Section 3.03. Unexpended Grant Moneys. Any Grant moneys disbursed to Grantee, or any interest earned by Grantee on the Grant moneys, that are not expended by Grantee in accordance with this Agreement by the earlier of the Availability Termination Date or the date this Agreement is terminated shall be returned to Grantor. Grantee may, at its option, satisfy its obligation to return unexpended funds under this Section 3.03 by paying to Grantor the amount of unexpended funds or permitting Grantor to recover the amount of the unexpended funds from future payments to Grantee from Grantor. If Grantee fails to return the amount of the unexpended funds within fifteen (15) days after the date Grantor demands return of those funds, Grantee shall be deemed to have elected the deduction option and Grantor may deduct the amount demanded from any future payment from Grantor to Grantee, including but not limited to any payment to Grantee from Grantor under this Agreement and any payment to Grantee from Grantor under any other contract or agreement, present or future, between Grantor and Grantee.

SECTION 4 GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

Section 4.01. Existence and Power. Grantee is a political subdivision of the State of Oregon duly organized, validly existing, and in good standing under the laws of Oregon. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.

Section 4.02. Authority, No Contravention. The making and performance by Grantee of this Agreement (a) have been duly authorized by all necessary action of Grantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency or any provision of Grantee's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties are bound or affected.

Section 4.03. Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.

Section 4.04. Approvals. No authorization, consent, license, approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

SECTION 5 GRANTEE'S AGREEMENTS

Section 5.01. Service Area Activities. Grantee shall conduct at least one activity or complete at least one project falling within at least one of the Service Areas no later than the Availability Termination Date.

Section 5.02. Confidentiality. Grantee shall not disclose to any third party any information concerning a recipient of services funded with Grant moneys unless the disclosure is directly connected with the administration of Grantee's responsibilities hereunder or Grantee obtains the prior written consent of, as applicable, the recipient or the recipient's responsible parent or guardian. Grantee shall notify the Department promptly after receiving a request from the media for information regarding a recipient of services funded with Grant moneys.

Section 5.03. Criminal History Verification. Grantee shall verify whether any of its employees providing services to children that are funded by Grant moneys, have been convicted of child abuse, offenses against persons, sexual offenses, child neglect, or any other offense that reasonably suggests that the employee may pose a risk to children. Grantee shall conduct the verification by:

- (a) Having the applicant as a condition of employment, apply for and receive a criminal history check from a local Oregon State Police Office and furnish a copy thereof to Grantee; or
- (b) As the employer, contacting a local Oregon State Police office for an "Oregon only" criminal history check on the applicant/employee.

Grantee shall place a copy of the criminal history check in the applicant/employee's personnel file. If the criminal history check reveals convictions for any of the offenses described above, Grantee shall not permit the employee to provide services to children that are funded by the Grant unless Grantee justifies in writing why the employee is still suitable or able to work with children in a safe and trustworthy manner. Grantee shall place a copy of the written justification, together with the applicant/employee's criminal history check, in the employee's personnel file.

Section 5.04. Report. No later than 90 days after the anniversary of the date of this Agreement, Grantee shall provide Grantor with a written progress report on the expenditure of the Grant moneys. The report must describe and document how the Grant moneys were utilized and the extent to which the expenditure of the Grant moneys resulted in the outcomes anticipated by Grantee in terms of benefits to children and families. Specifically, the written progress report must include the following:

- (a) A statement of the purpose, objective, or goal of each project or activity supported in whole or in part with Grant moneys;
- (b) A statement of problems or barriers encountered by Grantee during the year in working toward the outcomes anticipated by Grantee in terms of benefits to children and families;
- (c) A discussion of the extent to which the outcomes anticipated by Grantee in terms of benefits to children and families were met, including supporting data and information;
- (d) Overall conclusions and recommendations; and
- (e) Such other information as Grantor may reasonably request.

Section 5.05. Records and Inspection. Grantee shall keep proper books of account and records on all activities associated with the Grant including, but not limited to, books of account and records on expenditure of the Grant moneys and on the services financed with the Grant moneys. Grantee will maintain these books of account and records in accordance with generally accepted accounting principles and shall retain the books of account and records until the later of three years after the date set forth in Section 5.01 or the date that all disputes, if any, arising under this Agreement have been resolved. Grantee will permit Grantor, the Secretary of State of the State of Oregon, and/or their duly authorized representatives to inspect its properties, all work done, labor performed and materials furnished in connection with the activities financed with Grant moneys, and to review and make excerpts and transcripts of its books of account and records with respect to the receipt and disbursement of funds received from Grantor. Access to these books of account and records is not limited to the required retention period. The authorized representatives shall have access to records at any reasonable time for as long as the records are maintained. In particular, but without limiting the generality of the foregoing, Grantee shall permit Department's Child Abuse Multidisciplinary Intervention Coordinator to attend case staffings, confidential proceedings and other meetings related to services financed with Grant moneys as Grantor deems reasonably necessary to monitor Grantee's use of the Grant moneys.

Section 5.06. Compliance with Laws. Grantee shall comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances related to expenditure of the Grant moneys and the activities financed with the Grant moneys. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with (a) Title VI of the Civil Rights Act of 1964, (b) Section V of the rehabilitation Act of 1973, (c) the Americans with Disabilities Act of 1990 and ORS 659.425, (d) all regulations and administrative rules established pursuant to the foregoing laws, and (e) all other application requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Contractor shall comply with ORS 279.312, 279.314, 279.316, 279.320 and 279.555, which are incorporated by reference herein.

SECTION 6 TERMINATION AND DEFAULT

Section 6.01. Mutual Termination. This Agreement may be terminated by mutual consent of both parties.

Section 6.02. Termination by Grantor. Grantor may terminate this Agreement, for any reason, upon 30 days advance written notice to Grantee. In addition, Grantor may terminate this Agreement effective immediately upon written notice to Grantee, or effective on such later date as may be established by Grantor in such notice, under any of the following circumstances: (a) Grantor fails to receive sufficient appropriations or other expenditure authorization from the Oregon Legislative Assembly to allow Grantor, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, (b) there are not sufficient funds in the Child Abuse Multidisciplinary Intervention

Account to permit Grantor to continue making payments under this Agreement, (c) there is a change in federal or state laws, rules, regulations or guidelines so that the Project funded by this Agreement is no longer eligible for funding, or (d) in accordance with Section 6.04.

Section 6.03. Default. Grantee shall be in default under this Agreement upon the occurrence of any of the following events:

(a) Grantee fails to perform, observe or discharge any of its covenants, agreements or obligations contained herein or in any exhibit attached hereto; or

(b) Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by Grantor to measure progress on the activities funded by the Grant, the expenditure of Grant moneys or the performance by Grantee is untrue in any material respect when made; or

(c) Grantee (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or

(d) A proceeding or case is commenced, without the application or consent of Grantee, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (iii) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

Section 6.04. Remedies Upon Default. If Grantee's default is not cured within fifteen (15) days of written notice thereof to Grantee from Grantor or such longer period as Grantor may authorize in its sole discretion, Grantor may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the Grant moneys, payment of interest earned on the Grant moneys, and declaration of ineligibility for the receipt of future Child Abuse Multidisciplinary Intervention Account awards. If, as a result of Grantee's default, Grantor demands return of all or a portion of the Grant moneys or payment of interest earned on the Grant moneys, Grantee may, at Grantee's option, satisfy such demand by paying to Grantor the amount demanded or permitting Grantor to recover the amount demanded by deducting that amount from future payments to Grantee from Grantor. If Grantee fails to repay the amount demanded within fifteen (15) days of the demand, Grantee shall be deemed to have elected the deduction option and Grantor may deduct the amount demanded from any future payment from Grantor to Grantee, including but not limited to, any payment to Grantee from Grantor under this Agreement and any payment to Grantee from Grantor under any other contract or agreement, present or future, between Grantor and Grantee.

SECTION 7 MISCELLANEOUS

Section 7.01. No Implied Waiver, Cumulative Remedies. The failure of Grantor to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

Section 7.02. Governing Law; Venue; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, "Claim") between Grantor (and/or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. GRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURT.

Section 7.03. Notices. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto pertaining to this Agreement or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Grantee or Grantor at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

Section 7.04. Amendments. This Agreement may not be waived, altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.

Section 7.05. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective successors and assigns, except that Grantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of Grantor.

Section 7.06. Entire Agreement. This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

Section 7.07. Indemnity. To the extent permitted by Article XI, Section 10 of the Oregon Constitution, Grantee shall defend, save, hold harmless, and indemnify the State of Oregon and Grantor and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of Grantee or its officers, employees, contractors, or agents under this Agreement.

Section 7.08. Time is of the Essence. Grantee agrees that time is of the essence under this Agreement.

Section 7.09. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section 3.03, Unexpended Grant Moneys; Section 5.05, Records and Inspection; and Section 7, MISCELLANEOUS.

Section 7.10. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are

not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

Section 7.11. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

Section 7.12. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

Section 7.13. Headings. The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.

STATE OF OREGON

Acting by and through its Department of Justice

By: Connie Gallagher

Name: Connie Gallagher

Title: Administrator

Date: 11/19/02

AUTHORIZED AGENT FOR GRANTEE

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Daniel J. Ellett

Assistant Attorney General

Date: November 1, 2002

EXHIBIT A – Grant Award

EXHIBIT B – Eligible Expenses

Exhibit A
GRANT AWARD

The Grant moneys are awarded solely for activities and projects falling within the following Service Areas:

1. **Assessment Services** means medical assessments of, intervention services to or psycho-social assessments of children in Oregon suspected of being victims of abuse or neglect. For purposes of this description, the phrases medical assessment, intervention service and psycho-social assessment have the following meanings:

Medical Assessment means an assessment by or under the direction of a physician who is licensed to practice medicine in Oregon and trained in the evaluation, diagnosis and treatment of child abuse and includes, but is not limited to, the taking of a thorough medical history, a complete physical examination, an interview for the purpose of making a medical diagnosis, a determination of whether or not the child has been abused or neglected, and identification of appropriate treatment or referral for follow-up for the child.

Intervention Service means a service provided by criminal justice or child protective services staff to intervene effectively in a case of suspected child abuse.

Psycho-Social Assessment means an evaluation of the child and his or her family to determine the need for services to reduce the adverse reaction to victimization and the availability of resources to meet those needs.

2. **Advocacy Services** means services that reduce additional trauma to children (and their families) in Oregon suspected of being victims of abuse or neglect or that support the identification and development of therapeutic services to such children (and their families). Advocacy services include, but are not limited to, protective services, intervention advocacy, prevention advocacy and professional training and education, all as described below:

Protective Services means activities that are required to protect the child, prevent future abuse, and support the healing process associated with the abuse or neglect related trauma.

Intervention Advocacy means activities identified at the local and state level to provide more effective intervention for victims of child abuse or neglect.

Prevention Advocacy means activities associated with local and state fatality review processes or subsequent prevention strategies designed to reduce child abuse, neglect or fatalities.

Professional Training and Education means support for professional training and education or for educational resources such as a clearinghouse, speakers bureau, or library, for professionals involved in child abuse and neglect intervention.

3. **Treatment Services** means information, referral and treatment for child abuse or neglect victims and their families. For purposes of this description, the words information, referral and treatment have the following meanings:

Information means providing information regarding treatment resources.

Referral means providing referrals for therapeutic services.

Treatment means providing and coordinating therapeutic treatment intervention.

EXHIBIT B
ELIGIBLE EXPENSES

Grant moneys may be used only for the following expenses necessarily incurred by Grantee in conducting an activity or completing a project falling within a Service Area:


1. Costs for staff, interviewers, interpreters, and expert witnesses.
2. Costs for services, supplies, rent, and capital equipment.
3. Other operational expenses necessarily incurred in connection with a particular project or activity falling within a Service Area.

STATE OFFICE FOR SERVICES TO CHILDREN AND FAMILIES

By _____
Deputy/Assistant Administrator

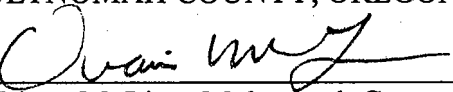
Date _____

MULTNOMAH COUNTY DISTRICT ATTORNEY'S OFFICE
MULTNOMAH COUNTY, OREGON

By 
Michael D. Schrunk, District Attorney

Date 1-25-02

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By 
Diane M. Linn, Multnomah County Chair

Date 12-12-02

Reviewed:

TOM SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Assistant County Attorney

Date 12-4-02

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-5 DATE 12-12-02
DEB BOGSTAD, BOARD CLERK

AGENDA PLACEMENT REQUEST

Board Clerk Use Only:
Meeting Date: December 12, 2002

Bud Mod #:

Agenda Item #: R-1

Estimated Start Time: 10:00 AM

Date Submitted: 11/05/02

Requested Date: December 5, 2002

Time Requested: 30 minutes

Department: OSCP

Division: OSCP

Contact/s: HC Tupper

Phone: 503/988-3114

Ext.: 83114

I/O Address: 166/200

Presenters: HC Tupper

Agenda Title: Resolution approving the transfer of tax-foreclosed properties to non-profit housing sponsors for low income housing purposes.

NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.

Please answer all relevant questions; leave others blank. Please do not alter form.

- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

The Board of County Commissioners is scheduled to conduct a public hearing on the recommendation for disposition of tax foreclosed property for low income housing purposes as detailed in the attached resolution. Following the receipt of testimony and consideration by Board members, the Board is recommended to transfer 8 properties to applicant non profit housing agencies to foster the development of affordable housing for low income families in our community.

This memo transmits the report from the Affordable Housing Development Program (AHDP) Technical Review Committee. The report includes: a matrix summary of the properties applied for, agency applicants and Technical Review Committee recommendation; an AHDP rating report for each application submitted, and a board resolution for transfer in accordance with the committee recommendations. The special needs housing rating reports are transmitted under a separate cover memo for review in closed executive session.

- 2. Please provide sufficient background information for the Board and the public to understand this issue.**

The Affordable Housing Development Program is established to consider the use of tax foreclosed property to foster the development of affordable housing serving low income families

in our community. The program is authorized by County Ordinance No. 968. This ordinance allows for no-cost transfer of property to non-profit housing sponsors and sets notification, selection, and transfer requirements.

This is the second year the AHDP application has used its revised rules. The minimum term of affordability required from AHDP applicants is 30 years for homeownership projects and 60 years for rental and special needs housing projects. Preference for projects serving very low-income beneficiaries is also built into the new application. The competing agencies responded to the new requirements by producing the most complete and compelling applications reviewed by the current technical review committee.

When the Board of County Commissioners approved the revised application and program rules last year, protection of tenant confidentiality and privacy emerged as a major policy concern. In response, the community notification and support category in the application were changed to provide fair program access to agencies providing housing and services to disabled clients. Two of the projects recommended for transfer by the Technical Review Committee propose to house special needs tenants. This will be the second year that the Board will hear special needs housing applications to the AHDP in closed executive session. We are carefully trying to balance the fair access and confidentiality of disabled people with the need for neighborhood involvement in publicly supported housing projects.

The committee recommends transfer of 8 properties to 4 non-profit housing agencies at nominal cost for the purpose of fostering the development of affordable housing.

The recommended transfer will result in the development of 2 rental housing units of two bedrooms each.

All rental units created by this recommendation are affordable to families at or below 50% of the area median income. The minimum length of affordability is 60 years for the rental housing developed by this recommendation. The rental portion of this recommendation results in a community investment in permanent housing affordability.

Seven of the available properties have been recommended for transfer and development as home ownership opportunities for lower income families. A variety of financing mechanisms and restrictions has been employed by the housing sponsors to make the houses affordable to lower income families. Six of properties proposing home ownership projects employ resale restrictions and equity limiting agreements in partnership with the Portland Community Land Trust, to ensure affordability over a ninety-nine year period. This also has the effect of preserving the subsidy of the County donated land in the form of retained affordability. Nine new dwelling units with 33 bedrooms will be developed for sale under this recommendation, many suitable for larger families. The homeownership projects are being marketed to persons and families that would otherwise not be able to afford to buy a home. The family income of the households projected to benefit from the AHDP supported homeownership projects ranges between 50% - 70% of the area median income.

3. Explain the fiscal impact (current year and ongoing).

The 8 properties recommended for transfer represent a total of \$72,911.55 in unpaid taxes and expenses owed to the county. The county assessor's records report the most recent value of these properties to be \$241,050.00. The recommended recipients for the properties propose to generate \$1,661,075.00 in development funding to carry out the proposed projects. This is a development contribution ratio of almost \$8.00 for every \$1.00 of assessed value.

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain:

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**
- ❖ **What do the changes accomplish?**
- ❖ **Do any personnel actions result from this budget modification? Explain.**
- ❖ **Is the revenue one-time-only in nature?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**
- ❖ **Has this request been made before? When? What was the outcome?**

If grant application/notice of intent, explain:

- ❖ **Who is the granting agency?**
- ❖ **Specify grant requirements and goals.**
- ❖ **Explain grant funding detail – is this a one time only or long term commitment?**
- ❖ **What are the estimated filing timelines?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**
- ❖ **How will the county indirect and departmental overhead costs be covered?**

4. Explain any legal and/or policy issues involved.

State law permits the Board of County Commissioners to make rules necessary for the administration and disposition of tax foreclosed property. County Ordinance 968 provides criteria and time lines for disposition of such property under the procedures of the Affordable Housing Development Program. The recommendation of the technical review committee for the AHDP is consistent with governing guidelines of Ordinance 968.

As the new AHDP program rules require that special needs housing project applicants are brought before the Board in closed executive session, AHDP staff is working with the County Attorney's office to assure the best measures are taken to preserve confidentiality and fair access to the AHDP for disabled persons.

As previously mentioned this year was the second year for the revised AHDP application. The agency responses were complete, careful and competitive. Four of the properties received competing applications. Many of the applications were very compelling. In almost every instance the Committee had to weigh the entire package of benefits each agency brought to bear on the proposed project: from the services provided to the renter or homebuyer, to the financing plan and the actual housing costs it generated, to the affordability of the construction means and methods. Still many of the decisions were close and fully debated. All of the competitive applications not recommended for transfer were both feasible and met the AHDP goals. The

Technical Review Committee evaluated the proposals using the Board adopted AHDP criteria and its best collective judgment.

A number of tax foreclosed properties have also been requested for greenspaces uses. The Board of Commissioners will have to determine the highest and best use for properties receiving both Greenspaces applications and AHDP applications. None of the properties reviewed by the AHDP technical review committee was marked with any designation of environmental concern from the Greenspaces property review process. It is important to make sure that the final disposition of the properties is not made until the Board has heard all the recommendations for competing uses.

The need for affordable housing continues to be important to our community. The AHDP conforms to the principles and priorities stated in the countywide Consolidated Plan of Multnomah County, the City of Portland and the City of Gresham (Housing and Community Development Commission 2000 - 2005).

5. Explain any citizen and/or other government participation that has or will take place.

The AHDP policies and administrative procedures were adopted by the Board in a public meeting. All program applicants are required to demonstrate community support for their proposed projects. The county citizen involvement committee has a member on the AHDP review committee. The final hearing is noticed in the local daily newspaper and is scheduled at a regular public meeting of the Board. Several neighborhood association groups have been notified of the public meeting presenting the AHDP Review Committee recommendations. Several letters from nearby residents were reviewed by the AHDP Review Committee during its deliberations

The technical review committee of the AHDP has appointed representatives from the cities of Portland and Gresham and each of Multnomah County Commissioners. AHDP is a housing strategy supported by the countywide HCDC. Many of the properties recommended for transfer will require participation by the State of Oregon and local foundations for project completion.

Please feel free to contact HC Tupper from the Office of School and Community Partnerships, staff to the AHDP Review Committee should you wish to discuss this material. Members of the Technical Review Committee will be present at the hearing to respond to questions or issues.

Required Approvals (typed names indicate approval)

Department/Agency Director (type name of approver): Lorenzo T. Poe, Jr.

Agenda Review Team

By: (type name of approver):

Date:

PROPERTY	APPLICANT	PROPOSAL BRIEF	TAXES & EXPENSES	TOTAL PROJECT COSTS	RECOMMENDATION
1. Former 10424 SE Schiller #R242854 \$12,080 - Market Value 4148 S/F	ROSE CDC	New const. 3-bdrm SFR 70% AMI, Childcare, PYB PCLT/Homeownership	\$6,583.41	\$133,445	Approve Transfer
	Portland Habitat	New const. 2 attached SFR 2 bedroom, Homeownership 30 year aff., 50% AMI		\$60,000.00	Deny Transfer
2. 1026 SE 148 th Avenue #R225437 \$51,390 - Market Value 8049 S/F	Catholic Charities	New Const. 3-bdrm SFR Homeless housing 60 yr. Aff., 40%AMI	\$10,863.93	@100,000.00	Deny Transfer
	ROSE CDC	New Const. 1- 2bdrm SFR Disabled buyer/PCLT Sale/50% AMI		\$113,620.00	Approve Transfer
	Portland Habitat	New Const. 4-bdrm SFR Homeownership 30 year aff., 50% AMI		\$60,000.00	Deny Transfer
3. Former 604 NE Sumner #R107935 \$16,980 – Market Value 4250 S/F	Catholic Charities	New const. Duplex rental 2-2 bdrm, homeless hsg. 60 yr. Aff., 40%AMI	\$5,480.38	@\$175,000.00	Deny Transfer
	Portland Habitat	New const. 4- bdrm SFR 30 yr. Aff., 50% AMI Sale/Home ownership		\$60,000.00	Approve Transfer
	Sabin CDC	New const. 2 – 3 bdrm Att. SFRs, 65%AMI Land		\$287,980.00	Deny Transfer
	Irvington Covenant CDC	trust/Homeownership New const. 2- 3 bdrm Att. SFRs, 55% AMI PCLT/Homeownership		\$252,350.00	Deny Transfer
4. N. Nashton & Seneca 3 properties #R151741, 151742, 151750 \$64,270 - Market Value 15000 S/F	Peninsula CDC	New Const. 6 att. unit SFRs, 4- bdrm, 2-4bdrm, 70% AMI, PCLT-owner.	\$33,906.64	\$881,670.00	Approve Transfer
	Portland Habitat	New Const. 2-3bdrm SFRs 2–2 bdrm att. units, 30 yr. Aff.Sale/50% AMI		\$240,000.00	Deny Transfer

PROPERTY	APPLICANT	PROPOSAL BRIEF	TAXES & EXPENSES	TOTAL PROJECT COSTS	RECOMMENDATION
5. 8002 N. Interstate #R160310 \$56,340 - Market Value 3333 S/F	Peninsula CDC	New const. 2 – 2 bdrm Att. Units,70%AMI PCLT/ Home ownership	\$8,979.93	\$297,340.00	Approve Transfer
6. SE 69 th & Powell #R333203 \$39,990 - Market Value 3232 S/F	Catholic Charities	New const. Duplex rental 2-2 bdrm, homeless hsg. <u>60 yr. Aff., 40%AMI</u>	\$7,097.26	@\$175,000.00	Approve Transfer

**MULTNOMAH COUNTY
AFFORDABLE HOUSING DEVELOPMENT PROGRAM
Technical Review Committee
Project Ranking Report**

Dated: October 7, 2002

Applicant: ROSE CDC

Neighborhood: Lents/Plhurst-Gilbert

Property Location: Former 10424 SE Schiller, Portland, OR

Legal Description: Lot 1, EXCEPT the West 82 feet thereof, Block 1, PETERSEN ADDITION,
in the City of Portland

Tax Account Number: R242854

Description of Project and Proposed Use: Sponsor proposes to build a new three-bedroom single-family residence. The home is designed for sale to an in-house childcare provider through ROSE's Child Care Neighbor Network. The house will be constructed in partnership with the Portland YouthBuilders. The project will partner with the Portland Community Land Trust, incorporating the equity limiting mechanisms and permanent affordability through resale restrictions. ROSE will target families at 70% AMI as buyers for the childcare provider project.

Property Value: \$12,800.00

Taxes & Costs: \$6,583.41

Committee Recommendation: The Committee recommends approval of this application as described.

Committee Comments: The Committee supports this strong application from ROSE. A compelling partnership between ROSE, Portland YouthBuilders, the Portland Community Land Trust and its own Childcare Network is presented. The home will be made available to a low-income family that will provide childcare services to the neighborhood. Both the agency collaboration and services provided to prospective buyers are unique. The proposed development both meets the AHDP homeownership income and affordability term requirements and will be a considerable neighborhood improvement and community asset.

Program Criteria: The ROSE proposal met each of the threshold criteria of the Affordable Housing Development Program

Bonus Point Criteria: The proposal received homeownership bonus points for 99 year affordability.

**MULTNOMAH COUNTY
AFFORDABLE HOUSING DEVELOPMENT PROGRAM
Technical Review Committee
Project Ranking Report**

Dated: October 7, 2002

Applicant: Portland Habitat for Humanity Neighborhood: Lents/Plhurst-Gilbert
Property Location: Former 10424 SE Schiller, Portland, OR
Legal Description: Lot 1, EXCEPT the West 82 feet thereof, Block 1, PETERSEN ADDITION,
in the City of Portland
Tax Account Number: R242854

Description of Project and Proposed Use: Sponsor proposes to build two new, attached, single family residences for sale to families earning 50% of the area median income. Families must invest 400 hours of their own labor toward the construction of the house or on other Portland Habitat projects. The average sale price of completed Habitat homes is \$60,000.00. The houses are sold with resale restrictions, a 0% interest first mortgage to qualified buyers and a second mortgage capitalized by the difference between the sales price and the appraised value. Portland Habitat ensures that buyer mortgage repayments, taxes and insurance do not exceed 25% of the family's gross income. Portland Habitat keeps development costs low through donations, corporate sponsorship and volunteer labor.

Property Value: \$12,080.00

Taxes & Costs: \$6,583.41

Committee Recommendation: The Committee recommends denial of this application as described.

Committee Comments: The Committee commends this strong application from Portland Habitat providing home ownership opportunity for very low-income families. The committee found the package of services and buyer benefits offered by the competing proposal for this site to be persuasive. Portland Habitat has been an effective and expeditious developer of County tax-foreclosed properties through the AHDP. Portland Habitat revised their encumbrance documents to meet the new AHDP guideline of a minimum 30 year affordability term. The Habitat documents set clear resale restrictions and give the agency the first right to repurchase the property during the term of the mortgage. The Committee noted the adjustment in qualified buyer income by Portland habitat contemplating purchasers at 50% of median income.

Program Criteria: The Portland Habitat proposal met each of the threshold criteria of the Affordable Housing Development Program

Bonus Point Criteria: The proposal received home-ownership bonus points for pledging to house very low income persons.

**MULTNOMAH COUNTY
AFFORDABLE HOUSING DEVELOPMENT PROGRAM
Technical Review Committee
Project Ranking Report**

Dated: October 7, 2002

Applicant: Portland Habitat for Humanity

Neighborhood: Centennial

Property Location: 1026 SE 148th Avenue, Portland, OR

Legal Description: Beginning at the Southwest corner of Lot 5, Block 2, Plat of MONTARA ...
(metes and bounds), in the City of Portland

Tax Account Number: R225437

Description of Project and Proposed Use: Sponsor proposes to build a 4-bedroom single family house for sale to families earning 50% of the area median income. Families must invest 400 hours of their own labor toward the construction of the house or on other Portland Habitat projects. The average sale price of completed Habitat homes is \$60,000.00. The houses are sold with resale restrictions, a 0% interest first mortgage to qualified buyers and a second mortgage capitalized by the difference between the sales price and the appraised value of the residence. Portland Habitat ensures that buyers' mortgage repayments, taxes and insurance do not exceed 25% of the family's gross income. Portland Habitat keeps development costs low through donations, corporate sponsorship and volunteer labor.

Property Value: \$51,390.00

Taxes & Costs: \$10,863.93

Committee Recommendation: The Committee recommends denial of this application as described.

Committee Comments: The Committee commends this strong application from Portland Habitat providing home ownership opportunity for very low-income families. The committee found the package of services and buyer benefits offered by the competing proposal for this site to be persuasive. Portland Habitat has been an effective and expeditious developer of County tax-foreclosed properties through the AHDP. Portland Habitat revised their encumbrance documents to meet the new AHDP guideline of a minimum 30 year affordability term. The Habitat documents set clear resale restrictions and give the agency the first right to repurchase the property during the term of the mortgage. The Committee noted the adjustment in qualified buyer income by Portland habitat contemplating purchasers at 50% of median income.

Program Criteria: The Portland Habitat proposal met each of the threshold criteria of the Affordable Housing Development Program

Bonus Point Criteria: The proposal received no homeownership bonus points for longer term affordability and points for pledging to house very low income persons.

**MULTNOMAH COUNTY
AFFORDABLE HOUSING DEVELOPMENT PROGRAM
Technical Review Committee
Project Ranking Report**

Dated: October 7, 2002

Applicant: Portland Habitat for Humanity Neighborhood: King
Property Location: Former 604 NE Sumner, Portland, OR
Legal Description: Lots 85 and 88, ARLETA PARK ADDITION, in the City of Portland
Tax Account Number: R107935

Description of Project and Proposed Use: Sponsor proposes to build a new 4-bedroom single family residence for sale to families earning 50% of the area median income. Families must invest 400 hours of their own labor toward the construction of the house or on other Portland Habitat projects. The average sale price of completed Habitat homes is \$56,500.00. The houses are sold with resale restrictions, a 0% interest first mortgage to qualified buyers and a second mortgage capitalized by the difference between the sales price and the appraised value of the residence. Portland Habitat ensures that buyers' mortgage repayments, taxes and insurance do not exceed 25% of the family's gross income. Portland Habitat keeps development costs low through donations, corporate sponsorship and volunteer labor.

Property Value: \$16,980.00 **Taxes & Costs:** \$5,480.38

Committee Recommendation: The Committee recommends approval of this application as described.

Committee Comments: The Committee commends this strong application from Portland Habitat providing home ownership opportunity for very low-income families. Portland Habitat has been an effective and expeditious developer of County tax-foreclosed properties through the AHDP. Portland Habitat revised their encumbrance documents to meet the new AHDP guideline of a minimum 30 year affordability term. The Habitat documents set clear resale restrictions and give the agency the first right to repurchase the property during the term of the mortgage. The Committee noted the adjustment in qualified buyer income by Portland habitat contemplating purchasers at 50% of median income.

Program Criteria: The Portland Habitat proposal met each of the threshold criteria of the Affordable Housing Development Program

Bonus Point Criteria: The proposal received homeownership bonus points for pledging to house very low income families.

**MULTNOMAH COUNTY
AFFORDABLE HOUSING DEVELOPMENT PROGRAM
Technical Review Committee
Project Ranking Report**

Dated: October 7, 2002

Applicant: Sabin CDC

Neighborhood: King

Property Location: Former 604 NE Sumner, Portland, OR

Legal Description: Lots 85 and 88, ARLETA PARK ADDITION, in the City of Portland

Tax Account Number: R107935

Description of Project and Proposed Use: Sponsor proposes to build two new 3 bedroom attached houses for sale to families earning 65% or less than the area median income. Total development costs are projected to be \$287,980.00. The financial plan to ensure affordability of Sabin CDC housing products includes construction loans from the Institute for Community Economics, gap financing from the City of Portland and use of Sabin's own land trust and deed restrictions. The purchase price of the homes is intended not to exceed \$107,500. The project will use Sabin's Land Trust documents, incorporating equity limiting mechanisms and permanent affordability through resale restrictions.

Property Value: \$16,980.00

Taxes & Costs: \$5,480.38

Committee Recommendation: The Committee recommends denial of this application as described.

Committee Comments: The Committee commends this well crafted application from Sabin providing land trust model homeownership opportunity for low-income families. The Committee carefully weighed the package of benefits brought by each of applicants to the particular site. In the close transfer decisions that are required by the Committee under the AHDP, the recommendation in this case goes to the competing homeownership proposal offering very low sales price and monthly mortgage costs for the intended buyers.

Program Criteria: The Sabin proposal met each of the threshold criteria of the Affordable Housing Development Program

Bonus Point Criteria: The proposal received some homeownership bonus points in the very low income category and points in the longer-term affordability category for the 99 year ground lease resale restrictions.

**MULTNOMAH COUNTY
AFFORDABLE HOUSING DEVELOPMENT PROGRAM
Technical Review Committee
Project Ranking Report**

Dated: October 7, 2002

Applicant: Irvington Covenant CDC

Neighborhood: King

Property Location: Former 604 NE Sumner, Portland, OR

Legal Description: Lots 85 and 88, ARLETA PARK ADDITION, in the City of Portland

Tax Account Number: R107935

Description of Project and Proposed Use: Sponsor proposes to build two, new three bedroom attached houses for sale to families earning 55-65% or less than the area median income. Total development costs are projected to be \$227,620.00. Irvington Covenant has considerable experience with Albina Community Bank. The financial plan to ensure affordability of Irvington Covenant housing products includes a below market interest rate first mortgage loan originated by conventional lending institutions and backed by the State of Oregon revenue Bond Program as well as a partnership with the Portland Community Land Trust. Irvington Covenant intends to use at risk youth and welfare-to-work recipients as trainees during construction of the project.

Property Value: \$16,980.00

Taxes & Costs: \$5,480.38

Committee Recommendation: The Committee recommends denial of this application as described.

Committee Comments: The Committee commends this strong application from Irvington Covenant CDC providing homeownership opportunity for low-income families. The Committee greatly appreciated the efforts of Irvington Covenant to involve inner city at risk people as trainees in the construction of the project. Additionally the construction costs cited were very reasonable. However three other very strong proposals were received for this site. In the close transfer decisions that are required by the Committee under the AHDP, the recommendation in this case goes to the competing homeownership proposal offering very low sales price and monthly mortgage costs for the intended buyers. The Committee urges Irvington Covenant CDC to apply again in next year's AHDP cycle.

Program Criteria: The Irvington Covenant proposal met each of the threshold criteria of the Affordable Housing Development Program

Bonus Point Criteria: The proposal received some homeownership bonus points in the very low income category and points in the longer-term affordability category for the 99 year ground lease resale restrictions.

**MULTNOMAH COUNTY
AFFORDABLE HOUSING DEVELOPMENT PROGRAM
Technical Review Committee
Project Ranking Report**

Dated: October 7, 2002

Applicant: Peninsula CDC

Neighborhood: St. Johns

Property Location: Nashton and Seneca (3 properties), Portland, OR

Legal Description: Lots 3,4,5,6 and 23, 24, Block S, EAST ST. JOHNS ADDITION, in the City of Portland

Tax Account Numbers: R151741, R151742, R151750

Description of Project and Proposed Use: Sponsor proposes to build six new, attached single family residences on these three contiguous lots for sale to families earning 70% or less than the area median income. Total development costs are projected to be \$881,670.00. Four 3-bedroom homes will be constructed and priced a \$103,000.00 two 4-bedroom homes will be constructed for sale at \$110,000.00. The financial plan to ensure affordability of PCDC housing products includes a partnership with the Portland Community Land Trust including equity limiting mechanisms and resale restrictions for 99 years. PCDC is proposing to partner with the Housing Authority of Portland GOALS program assisting families to purchase properties presently living in Columbia Villa.

Property Value: \$64,720.00

Taxes & Costs: \$33,906.64

Committee Recommendation: The Committee recommends approval of this application as described.

Committee Comments: The Committee supports this strong application from Peninsula CDC providing homeownership opportunity for low income families and retaining subsidy and affordability through the land trust restrictions. In the close transfer decisions that are required by the Committee under the AHDP fine distinctions between the benefits offered by competing agencies must be drawn. Significant in the discussions for the Nashton and Seneca sites was the partnership with the HAP Goals program assisting Columbia Villa residents to purchase homes. This collaboration also met the Interstate Urban renewal goal of providing housing for displaced neighborhood residents. The PCDC proposal also was geared to large families offering twice as many bedrooms as the competing proposal.

Program Criteria: The Peninsula proposal met each of the threshold criteria of the Affordable Housing Development Program

Bonus Point Criteria: The proposal received homeownership project bonus points for longer term affordability (99 years).

**MULTNOMAH COUNTY
AFFORDABLE HOUSING DEVELOPMENT PROGRAM
Technical Review Committee
Project Ranking Report**

Dated: October 7, 2002

Applicant: Portland Habitat for Humanity Neighborhood: St. Johns
Property Location: Nashton and Seneca (3 properties), Portland, OR
Legal Description: Lots 3,4,5,6 and 23, 24, Block S, EAST ST. JOHNS ADDITION, in the City of Portland
Tax Account Numbers: R151741, R151742, R151750

Description of Project and Proposed Use: Sponsor proposes to build a two new, 3-bedroom single family residences and tow attached 2 bedroom dwellings for sale to families earning 50% of the area median income on these three contiguous lots. Families must invest 400 hours of their own labor toward the construction of the house or on other Portland Habitat projects. The average sale price of completed Habitat homes is \$56,500.00. The houses are sold with resale restrictions, a 0% interest first mortgage to qualified buyers and a second mortgage capitalized by the difference between the sales price and the appraised value of the residence. Portland Habitat ensures that buyers' mortgage repayments, taxes and insurance do not exceed 25% of the family's gross income. Portland Habitat keeps development costs low through donations, corporate sponsorship and volunteer labor. The mortgage principal and interest repayment for the Habitat first mortgage is estimated at \$157.

Property Value: \$64,270.00

Taxes & Costs: \$33,906.64

Committee Recommendation: The Committee recommends denial of this application as described.

Committee Comments: The Committee commends this application from Portland Habitat providing home ownership opportunity for low-income families. The Portland Habitat financial plan yields a cost to the buyer that is lower than any other agency can deliver. In the close transfer decisions that must be made by the AHDP, the recommendation in this case is to the competing project providing low income homeownership and 99 year affordability. Other persuasive factors in this decision include the competing agency providing large family housing and twice as many bedrooms as the Portland Habitat proposal. The competing proposal had a significant collaboration with a Housing Authority program assisting families displaced from Columbia Villa achieve homeownership readiness. The Committee strongly encourages Portland Habitat to apply in future rounds of the AHDP.

Program Criteria: The Portland Habitat proposal met each of the threshold criteria of the Affordable Housing Development Program

Bonus Point Criteria: The proposal received homeownership bonus points for pledging to house very low income families.

**MULTNOMAH COUNTY
AFFORDABLE HOUSING DEVELOPMENT PROGRAM
Technical Review Committee
Project Ranking Report**

Dated: October 7, 2002

Applicant: Peninsula CDC

Neighborhood: Kenton

Property Location: 8002 North Interstate, Portland

Legal Description: The South 8.33 feet of Lot 3 and Lot 4, Block 40, FAIRPORT ADDITION,
in the City of Portland

Tax Account Number: R160310

Description of Project and Proposed Use: Sponsor proposes to build two, new 2 bedroom attached houses for sale to families earning 70% of the area median income. Total development costs are projected to be \$297,340.00. The financial plan to ensure affordability of Peninsula CDC housing products includes construction loans from the Institute for Community Economics, gap financing from the City of Portland and use of Portland Community Land Trust land lease. The purchase price of the homes is intended not to exceed \$98,800. The project will use PCLT documents, incorporating equity limiting mechanisms and permanent affordability through resale restrictions.

Property Value: \$56,340.00

Taxes & Costs: \$8,979.93

Committee Recommendation: The Committee recommends approval of this application as described.

Committee Comments: The Committee felt the Peninsula proposal was very strong and met the AHDP objectives of benefiting very low income families over the long term. The strong commitment of Peninsula CDC to achieve the anti-displacement goals of the Interstate Urban Renewal Plan and serve existing neighborhood residents was persuasive.

Program Criteria: The Peninsula CDC proposal met each of the threshold criteria of the Affordable Housing Development Program

Bonus Point Criteria: The proposal received homeownership bonus points for pledging to 99 year affordability through the PCLT.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Approving the Transfer of Tax-Foreclosed Properties to Non-Profit Housing Sponsors for Low Income Housing Purposes

The Multnomah County Board of Commissioners Finds:

- (a) Requests for certain tax-foreclosed properties were received pursuant to procedures set forth in Multnomah County Code §§ 7.400-7.410 and the Multnomah County Affordable Housing Development Program.
- (b) A public hearing was held before the Board of County Commissioners on December 12, 2002, to determine whether the transfer would serve the public purpose of providing decent and safe low income housing, and the Board being fully informed in the matter.

The Multnomah County Board of Commissioners Resolves:

- 1. The transfer of tax-foreclosed property (recipients and transferred tracts are listed and attached as Exhibit A), for public purposes under the auspices of the County Affordable Housing Development Program is approved.
- 2. The Chair is authorized to execute all documentation required to complete said transfer.

ADOPTED this 12th day of December, 2002.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

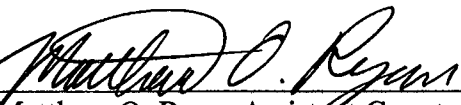
By  _____
Matthew O. Ryan, Assistant County Attorney

Exhibit A

LIST OF TRANSFER PROPERTIES

1. ROSE Community Development Corporation
 - A. Legal Description: Except the West 82 feet thereof Lot 1, Block 1, PETERSEN ADDITION, in the City of Portland, County of Multnomah and State of Oregon
Address: Formerly 10424 SE Schiller, City of Portland
Tax Account Number: R242854
Taxes and Costs: \$6,583.41
 - B. Legal Description: A tract of land in the Southeast One-Quarter of the Northwest One-Quarter of Section 1, Township 1 South, Range 2 East of the Willamette Meridian and being a portion of Sub Lot 5 of Lot 9, Newhurst Park and described as follows: Beginning at the Southwest corner of Lot 5, Block 2, Plat of MONTARA and true point of beginning; Thence North 88° 23' 00" West a distance 50.34 feet; Thence North 01°26'43" East a distance of 112.00 feet; Thence North 88°23'00" West a distance of 100.00 feet to the East right-of-way of Southeast 148th Avenue; Thence North 01° 26' 43" East along the East right-of-way a distance of 16.00 feet; Thence South 88°23'00" East a distance of 150.43 feet to the West line of Lot 6, Block 2, Plat of MONTARA; Thence South 01°29'03" West along the West line of Lot 6 and 5 to the true point of beginning.
Address: 1026 SE 148th Avenue, City of Portland
Tax Account Number: R225437
Taxes and Costs: \$10,863.93
2. Portland Habitat for Humanity

Legal Description: Lots 85 and 88, ARLETA PARK ADDITION, in the City of Portland, County of Multnomah and State of Oregon.
Address: Formerly 604 NE Sumner, City of Portland
Tax Account Number: R107935
Taxes and Costs: \$5,480.38
3. Peninsula Community Development Corporation
 - A. Legal Description: The South 8.33 feet of Lot 3 and Lot 4, Block 40, FAIRPORT ADDITION, IN THE City of Portland, County of Multnomah and State of Oregon.
Address: 8002 North Interstate Ave., City of Portland
Tax Account Number: R160310
Taxes and Costs: \$8,979.93
 - B. Legal Description: Lots 3 and 4, Block S, EAST ST. JOHNS ADDITION, in the City of Portland, County of Multnomah and State of Oregon.
Address: Lot adjacent to 9429 North Gilbert, City of Portland
Tax Account Number: R151741
Taxes and Costs: \$10,525.09
 - C. Legal Description: Lots 5 and 6, Block S, EAST ST. JOHNS ADDITION, in the City of Portland, County of Multnomah and State of Oregon.

Address: Formerly 6826 North Nashton, City of Portland
Tax Account Number: R151742
Taxes and Costs: \$13,163.87

- D. Legal Description: Lots 23 and 24, Block S, EAST ST. JOHNS ADDITION, in the City of Portland, County of Multnomah and State of Oregon.

Address: Lot between 6839 & 6805 North Seneca, City of Portland
Tax Account Number: R151750
Taxes and Costs: \$10,217.68

4. Caritas Housing Initiatives LLC

Legal Description: A tract of land in the Northwest one-quarter of Section 8, Township 1 South, Range 2 East, of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows: Beginning at a point on the North line of SE Powell Blvd. that is 175 feet East of the East line of SE 68th Avenue; thence North parallel with the East line of SE 68th Avenue, 100 feet to the South line of lands conveyed to Iva Bannister by Deed recorded January 14, 1971 in Book 768, Page 280, Deed Records; thence East along the South line of Bannister tract 31 feet, more or less, to the West line of SE 69th Avenue as widened; thence South along the West line of SE 69th Avenue 100 feet to the North line of SE Powell Blvd; thence West 33 feet, more or less, to the point of beginning.

Address: Lot near corner of SE 68th and Powell Blvd., City of Portland
Tax Account Number: R333203
Taxes and Costs: \$7,097.26

#1

MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk

This form is a public record

MEETING DATE: 12-12-02

SUBJECT: County Property award

AGENDA NUMBER OR TOPIC: _____

FOR: X AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: Terri Silvis CARITAS Housing Initiatives

ADDRESS: c/o CATHOLIC Charities 231 SE 12th

CITY/STATE/ZIP: PDX, OR 97214

PHONE: _____ DAYS: 503-231-4866 EVES: _____

EMAIL: terri-silvis@hotmail.com FAX: 231-4327

SPECIFIC ISSUE: Thank you for program + hope
to receive award of property.

WRITTEN TESTIMONY: _____

IF YOU WISH TO ADDRESS THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

#2.

MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk

This form is a public record

MEETING DATE: 12-12-02

SUBJECT: AFFORDABLE HOUSING DEVT.
PROGRAM

AGENDA NUMBER OR TOPIC: R 1

FOR: X AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: NICK SAUVIE

ADDRESS: 5215 SE DUKE

CITY/STATE/ZIP: PDY 97206

PHONE: _____ DAYS: 503-788-8052 EVES: _____

EMAIL: nick@rosecd.com FAX: 503-788-9197

SPECIFIC ISSUE: _____

WRITTEN TESTIMONY: _____

IF YOU WISH TO ADDRESS THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

#.3; #4

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk

This form is a public record

MEETING DATE: Dec. 12, 02

SUBJECT: properly transfer requests

AGENDA NUMBER OR TOPIC: #3 Arleta Pk Addition

FOR: _____ AGAINST: X THE ABOVE AGENDA ITEM

NAME: Janice Lucas + Robert Lucas

ADDRESS: 538 NE Sumner St.

CITY/STATE/ZIP: Portland, OR 97211

PHONE: _____ DAYS: 503) 249-1163 EVES: 503) 249-1163

EMAIL: jblucas@easystreet.com FAX: _____

SPECIFIC ISSUE: _____

WRITTEN TESTIMONY: _____

IF YOU WISH TO ADDRESS THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

#59 #6

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk

This form is a public record

MEETING DATE: 12/12/02

SUBJECT: Affordable Housing Development Program

AGENDA NUMBER OR TOPIC: R-1

FOR: X AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: Lisa Horne + Fernando Velez (Board member)

ADDRESS: (Exec. Director) Peninsula CDC 9025 N. Dana

CITY/STATE/ZIP: P/O 97203

PHONE: _____ DAYS: 283 1096 EVES: _____

EMAIL: lisa@peninsulacdc.org FAX: _____

SPECIFIC ISSUE: _____

WRITTEN TESTIMONY: _____

IF YOU WISH TO ADDRESS THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 02-153

Approving the Transfer of Tax-Foreclosed Properties to Non-Profit Housing Sponsors for Low Income Housing Purposes

The Multnomah County Board of Commissioners Finds:

- (a) Requests for certain tax-foreclosed properties were received pursuant to procedures set forth in Multnomah County Code §§ 7.400-7.410 and the Multnomah County Affordable Housing Development Program.
- (b) A public hearing was held before the Board of County Commissioners on December 12, 2002, to determine whether the transfer would serve the public purpose of providing decent and safe low income housing, and the Board being fully informed in the matter.

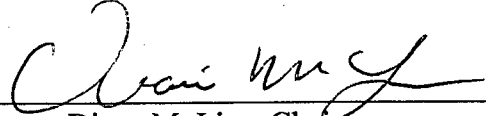
The Multnomah County Board of Commissioners Resolves:

- 1. The transfer of tax-foreclosed property (recipients and transferred tracts are listed and attached as Exhibit A), for public purposes under the auspices of the County Affordable Housing Development Program is approved.
- 2. The Chair is authorized to execute all documentation required to complete said transfer.

ADOPTED this 12th day of December, 2002.



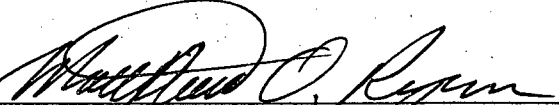
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 

Matthew O. Ryan, Assistant County Attorney

Exhibit A

LIST OF TRANSFER PROPERTIES

1. ROSE Community Development Corporation
 - A. Legal Description: Except the West 82 feet thereof Lot 1, Block 1, PETERSEN ADDITION, in the City of Portland, County of Multnomah and State of Oregon
Address: Formerly 10424 SE Schiller, City of Portland
Tax Account Number: R242854
Taxes and Costs: \$6,583.41
 - B. Legal Description: A tract of land in the Southeast One-Quarter of the Northwest One-Quarter of Section 1, Township 1 South, Range 2 East of the Willamette Meridian and being a portion of Sub Lot 5 of Lot 9, Newhurst Park and described as follows: Beginning at the Southwest corner of Lot 5, Block 2, Plat of MONTARA and true point of beginning; Thence North 88° 23' 00" West a distance 50.34 feet; Thence North 01°26'43" East a distance of 112.00 feet; Thence North 88°23'00" West a distance of 100.00 feet to the East right-of-way of Southeast 148th Avenue; Thence North 01° 26' 43" East along the East right-of-way a distance of 16.00 feet; Thence South 88°23'00" East a distance of 150.43 feet to the West line of Lot 6, Block 2, Plat of MONTARA; Thence South 01°29'03" West along the West line of Lot 6 and 5 to the true point of beginning.
Address: 1026 SE 148th Avenue, City of Portland
Tax Account Number: R225437
Taxes and Costs: \$10,863.93
2. Portland Habitat for Humanity
Legal Description: Lots 85 and 88, ARLETA PARK ADDITION, in the City of Portland, County of Multnomah and State of Oregon.
Address: Formerly 604 NE Sumner, City of Portland
Tax Account Number: R107935
Taxes and Costs: \$5,480.38
3. Peninsula Community Development Corporation
 - A. Legal Description: The South 8.33 feet of Lot 3 and Lot 4, Block 40, FAIRPORT ADDITION, IN THE City of Portland, County of Multnomah and State of Oregon.
Address: 8002 North Interstate Ave., City of Portland
Tax Account Number: R160310
Taxes and Costs: \$8,979.93
 - B. Legal Description: Lots 3 and 4, Block S, EAST ST. JOHNS ADDITION, in the City of Portland, County of Multnomah and State of Oregon.
Address: Lot adjacent to 9429 North Gilbert, City of Portland
Tax Account Number: R151741
Taxes and Costs: \$10,525.09
 - C. Legal Description: Lots 5 and 6, Block S, EAST ST. JOHNS ADDITION, in the City of Portland, County of Multnomah and State of Oregon.

Address: Formerly 6826 North Nashton, City of Portland
Tax Account Number: R151742
Taxes and Costs: \$13,163.87

- D. Legal Description: Lots 23 and 24, Block S, EAST ST. JOHNS ADDITION, in the City of Portland, County of Multnomah and State of Oregon.

Address: Lot between 6839 & 6805 North Seneca, City of Portland
Tax Account Number: R151750
Taxes and Costs: \$10,217.68

4. Caritas Housing Initiatives LLC

Legal Description: A tract of land in the Northwest one-quarter of Section 8, Township 1 South, Range 2 East, of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows: Beginning at a point on the North line of SE Powell Blvd. that is 175 feet East of the East line of SE 68th Avenue; thence North parallel with the East line of SE 68th Avenue, 100 feet to the South line of lands conveyed to Iva Bannister by Deed recorded January 14, 1971 in Book 768, Page 280, Deed Records; thence East along the South line of Bannister tract 31 feet, more or less, to the West line of SE 69th Avenue as widened; thence South along the West line of SE 69th Avenue 100 feet to the North line of SE Powell Blvd; thence West 33 feet, more or less, to the point of beginning.

Address: Lot near corner of SE 68th and Powell Blvd., City of Portland
Tax Account Number: R333203
Taxes and Costs: \$7,097.26

AGENDA PLACEMENT REQUEST

Board Clerk Use Only:
Meeting Date: December 12, 2002

Bud Mod #:

Agenda Item #: R-2

Estimated Start Time: 10:30 AM

Date Submitted: 11/22/02

Requested Date: earliest available date/time

Time Requested: 5 minutes

Department: OSCP

Division: SUN

Contact/s: Dianne Iverson/Lorenzo T. Poe

Phone: (503) 988-4786

Ext.: 84786

I/O 106/200

Presenters: Dianne Iverson

Agenda Title: SUN Request for retroactive approval of a Notice of Intent to respond to a Oregon Department of Education request for proposal for 21st Century Learning Center funding.

NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.

Please answer all relevant questions; leave others blank. Please do not alter form.

1. What action are you requesting from the Board? What is the department/agency recommendation?

The Office of School and Community Partnerships is requesting Board retroactive approval of a Notice of Intent to respond to a Oregon Department of Education request for proposal for 21st Century Learning Center funding for SUN Schools at Alder and Davis Elementary Schools in Reynolds School District.

2. Please provide sufficient background information for the Board and the public to understand this issue.

The SUN Initiative was founded by the elected officials of the Multnomah County, OR and the City of Portland, in 1999 as a partnership of city, county, state, and local school districts.

SUN's Mission is to improve the lives of children, their families and the community through partnering with local schools to extend the school day and develop schools as "community centers" in their neighborhoods.

SUN Schools link with other community institutions, such as the libraries, parks and community centers, neighborhood health clinics and area churches and businesses in order to:

- ☐ Improve student achievement, attendance, behavior and other skills for healthy development
- * Promote family involvement
- * Increase business and community involvement
- * Improve the system of collaboration
- * Make better use of public facilities

The key goal in SUN is to improve student achievement and skills. SUN Schools link the extended-day activities with the school-day teachers and curriculum to ensure that children and families are receiving consistent, high-quality education and social service delivery.

SUN schools offer a range of high-quality educational, developmental and recreational activities; as well as health and social services for youth, families and community members.

The SUN Initiative is currently comprised of 19 schools across 5 school districts. This grant would allow SUN to partner with two new schools, Alder and Davis Elementary Schools, in the Reynolds District to create SUN schools at those sites.

The Reynolds school district and Metropolitan Family Service approached SUN to partner in writing this grant. Alder and Davis both are high-need schools, with free and reduced lunch rates of 81% and 92%, respectively. They also have seen dramatic increases in the last two years in ESL populations. At Alder, 68% of students are identified as ESL and at Davis ESL numbers have risen from 31% two years ago to 52%. Both schools have strong championship of their principals for this effort, as well as a number of assets that will make SUN successful in these sites. Alder participated in the school selection process that SUN, Touchstone and Portland Parks engaged in earlier this year and was found to have a high level of readiness for partnership with the County.

This grant would allow SUN to significantly expand its work in Reynolds School District and increase the number of SUN Schools a historically underserved area of the County.

3. Explain the fiscal impact (current year and ongoing).

If the grant is funded, program funding in the amount of \$280,000 per year would be available through Oregon Department of Education beginning in February 2003.

If grant application/notice of intent, explain:

- ❖ **Who is the granting agency?** Oregon Department of Education
- ❖ **Specify application requirements and goals.**

The purpose of the grant is to provide opportunities for communities to establish community learning centers to:

- Provide opportunities for academic enrichment
- Offer a broad array of additional services such as youth development; counseling; and art, music and recreation.
- Offer family literacy and related educational development

Goals include raising student achievement in reading and math.

- ❖ **Explain grant funding detail – is this a one time only or long term commitment?** The initial grant is for three years beginning in February, 2002, with the option for renewal for an additional two years.

- ❖ **What are the estimated filing timelines?** Deadline is December 2, 2002.
- ❖ **If a grant, what period does the grant cover?** The initial grant period is February 2002 through January, 2005.
- ❖ **When the grant expires, what are funding plans?** OSCP/SUN will continue to pursue program dollars for these schools as part of the SUN resource development during and after this grant. These schools are also located within the Portland City limits and therefore may benefit from resources generated by the Parks and/or Children's levies. The School-Based Services Policy Framework may also identify some core County school-based services that would continue at these schools beyond the grant.
- ❖ **How will the county indirect and departmental overhead costs be covered** Indirect and grant management costs will be covered in the grant budget.

4. Explain any legal and/or policy issues involved.

We anticipate the work under this grant being integrated into the School-Based Services Framework if/when it is approved.

5. Explain any citizen and/or other government participation that has or will take place.

In the current application, Reynolds School District, Mount Hood Community College and Regional Arts and Culture Council are participating as partners.

The school principals and staff have been involved in needs assessment and planning for what a SUN school would like at these sites.

Once SUN development is underway, stakeholders (including parents, youth and community members) will be more systematically involved in SUN school planning through SUN advisory committees, informal feedback and surveys/focus groups.

Required Approvals (typed names indicate approval)

Department/Agency Director (type name of approver): Lorenzo T. Poe

Agenda Review Team

By: (type name of approver):

Date:

MEMORANDUM

TO: Agenda Review Team & Deb Bogstad, Board Clerk
FROM: Dianne Iverson, SUN Director & Diana Hall, SUN Staff
DATE: 11/22/02
SUBJECT: Request for Placement on Board Agenda for Retroactive NOI Approval

This memo requests an placement on the board agenda at the earliest possible date for retroactive approval of a Notice of Intent to respond to a Oregon Department of Education request for proposal for 21st Century Learning Center funding for SUN Schools at Alder and Davis Elementary Schools in Reynolds School District.

The following are reasons why this request for exemption should be granted:

1. The deadline for the RFP submission is December 2, 2002. Delay in bringing this to the Board will prevent OSCP from meeting the deadline and further diversifying County funding of SUN Schools.
2. The application had a short turnaround time to respond. The School-Based Policy Framework commitments and holiday schedules have reduced the possible board meetings where we could present this request.
3. If successful, the 21CCLC grant would allow us to support full-scale SUN school development at Alder and Davis Elementary Schools in the Reynolds School District. The Reynolds communities have see dramatic increases in low-income and ESL populations in the last two years and are in high need of additional learning and social service supports. This grant would allow us to provide these supports in this underserved area.

We appreciate your prompt consideration of this request.

Thank you.

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: December 12, 2002

Agenda Item #: R-3

Est. Start Time: 10:30 AM

Date Submitted: 12/04/02

Requested Date: December 12, 2002

Time Requested: 5 minutes

Department: Sheriff's Office

Division: Enforcement

Contact/s: Dave Braaksma

Phone: 988-4415

Ext.: 84415

I/O Address: 503/350/Braaksma

Presenters: Sgt. Jason Gates

Agenda Title: Notice of Intent (NOI) to apply for the "State Preparedness Equipment Program Grant" from the Criminal Justice Services Division of the Oregon State Police.

NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.

-
- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

Approval of NOI for a grant to purchase emergency preparedness equipment.

- 2. Please provide sufficient background information for the Board and the public to understand this issue.**

The Sheriff's Office wishes to participate in a grant opportunity that will reimburse the County for the purchase of personal protective equipment, Hazardous Material detection equipment and communications equipment to be used by first responders to major incidents involving hazardous materials or weapons of mass destruction. The grant, offered by the Oregon State Police, Criminal Justice Division, is for full reimbursement of costs and requires no matching funds on the part of the County.

3. Explain the fiscal impact (current year and ongoing).

The award will be in the amount of \$37,470 and is payable upon receipt of documentation detailing equipment purchases. A budget modification will be forthcoming from MCSO fiscal and will be submitted for approval in a future Board meeting. *(The original grant amount was for \$72,557. However many of the equipment items were disallowed by the State. A revised budget was submitted and approved by the State and is included in this NOI packet.)*

4. Explain any legal and/or policy issues.

The equipment purchased will enhance the Sheriff's Office in providing public safety and first responder safety in major incidents involving hazardous materials or weapons of mass destruction.

5. Explain any citizen and/or other government participation that has or will take place.

Multnomah County Office of Emergency Management (MCOEM), the Gresham/Multnomah County Hazmat Team III, and the Gresham/Multnomah County Special Emergency Response Team were listed as "Collaborating Agencies" in the grant application.

MCOEM will be assisting in training and exercises regarding equipment use. The two other teams listed are considered first responders to major incidents involving hazardous materials or weapons of mass destruction and will be the users of the purchased equipment.

Required Signatures:

Department/Agency Director: *Dan Noelle, Sheriff* **Date:** 12/04/02

Budget Analyst

By: **Date:**

Dept/Countywide HR

By: **Date:**

STATE DOMESTIC PREPAREDNESS EQUIPMENT GRANT

PROGRAM TITLE: *LAW ENFORCEMENT HAZMAT FIRST RESPONDER PROGRAM*

ADMINISTERING AGENCY: *MULTNOMAH COUNTY SHERIFF'S OFFICE*

COLLABORATING AGENCY: *MULTNOMAH COUNTY
OFFICE OF EMERGENCY MANAGEMENT*

GRESHAM/MULTNOMAH COUNTY HAZMAT TEAM III

*GRESHAM/MULTNOMAH COUNTY
SPECIAL EMERGENCY RESPONSE TEAM*

FEDERAL FUNDS REQUESTED: *\$72557.00* **REVISED TO** *\$37,470.00*

PROGRAM START DATE: *OCTOBER 1ST, 2002*

PROGRAM END DATE: *APRIL 30TH, 2004*

PROGRAM AGENCY: *MULTNOMAH COUNTY SHERIFF'S OFFICE*

ADDRESS: *12240 NE GLISAN
PORTLAND, OR 97230
(503) 251-2451*

PROGRAM DIRECTOR/PHONE NUMBER: *SGT. JASON GATES/(503) 251-2451*

E-MAIL: *Jason.d.gates@co.multnomah.or.us*
FAX NUMBER: *(503) 253-2663*

PROGRAM CONTACT/PHONE NUMBER: *SGT. JASON GATES/(503) 251-2451*

E-MAIL: *Jason.d.gates@co.multnomah.or.us*
FAX NUMBER: *(503) 253-2663*

FISCAL CONTACT/PHONE NUMBER: *DAVID BRAAKSMA/(503) 988-4415*

ADMINISTERING AGENCY FEDERAL TAX IDENTIFICATION #: *93-6002309*

AUTHORIZED OFFICIAL FOR THE APPLICANT AGENCY: *CAPT. GARR NIELSEN*

SIGNATURE OF AUTHORIZED OFFICIAL: 

PROGRAM NARRATIVE

PART ONE: COORDINATION WITH STATEWIDE NEEDS ASSESSMENT

A.) AT present, Multnomah County has two Regional HAZMAT Teams that are responsible for emergency response in Multnomah, Clackamas, Hood River, Columbia, and Wasco Counties. One of the response obligations of these teams is WMD/Terrorist incidents. As a result of interagency WMD/Terrorist attack exercises, conducted on two occasions, I observed gaps in service and response that included lack of training and equipment to allow Law Enforcement First Responders to protect themselves, establish exclusion zones, identify the presence of secondary devices and provide information to responding HAZMAT/specialty Teams, and the probability that HAZMAT Teams would be overwhelmed in the area of mass casualty and technical decontamination.

I believe having a contingency of Law Enforcement personnel cross-trained in certain fundamental areas of HAZMAT response, off site assessment, exclusion zones, secondary device identification, and decontamination processes would contribute considerably to the safety of emergency personnel, reduction of casualties and benefit the overall efficiency of scene management at a WMD/Terrorist event.

As referenced in the "Needs Assessment", prepared by the Multnomah County Office of Emergency Management, Deficits related to equipment have been identified with regard to overall area emergency response (reference from MCOEM Scott Salmon).

PART ONE: CONTINUED

B.) Specific resources that are needed in order to amend our deficits include training, equipment, and real time exercises including all agencies that would realistically be involved.

Training:

- Basic HAZMAT fundamentals in the area of emergency response, scene management and information gathering, risk vs. benefit analysis, off site assessment, and establishment of initial exclusion zones.
- Use of air monitoring equipment such as combustible gas indicators, oxygen meters, radiological detection and colormetric tubes.
- Selection and use of Personal Protective Equipment.
- The dynamics, response criteria, and current events related to weapons of mass destruction to include nuclear, biological, chemical and delivery mechanisms.
- The fundamentals of decontamination processes as they relate to various types of HAZMAT and decon corridor designs including mass casualty and technical decon.

Equipment:

- PPE: Level B and Level C chemical resistant clothing. Nitrile surgical gloves, barrier gloves, and nitrile outer gloves. Chemical resistant boots. Chemical resistant tape.
- Air Respiratory Protection: emergency escape breathing apparatus. Full face APR and cartridges.

PART ONE: CONTINUED

- Air Monitoring Equipment: Combustible gas indicator. Dosimeters. Personal O2 monitor.
- PPE Other: Ballistic tactical armor, headgear and shields.
- Communications: Intercom systems interoperable with interagency Special Emergency Response Teams (SERT).
- Other: HAZMAT gear bags.

Through the approval of this grant, the equipment provided would allow responding trained Law Enforcement Personnel to perform initial information gathering, secondary device identification/assessment, perform exclusion zone activities and assist responding HAZMAT Teams in off site recon and decontamination operations. The equipment provided would considerably increase the safety and effectiveness of the law enforcement first responders. Additionally it would allow these responders to fill roles traditionally staffed by HAZMAT Technicians where equipment and resources would be taxed.

PART TWO: IDENTIFICATION OF CURRENT CAPABILITIES

- A.) The only organization in Multnomah County currently tracking activist/extremist groups is the Federal Bureau of Investigation. However, the FBI's efforts are done in conjunction with both county and municipal crime analysis units. Furthermore, these activist/extremist groups were identified and listed in the Needs Assessment (see Needs Assessment table 2-b-4) (reference from MCOEM Scott Salmon).
- B.) Currently, training opportunities are available, to Law Enforcement personnel, through Oregon Emergency Management (WMD Threat and Risk Assessment), with in the Multnomah County Sheriff's Office, and will be available through a course designed specifically for a Law Enforcement First Responder contingency (designed by Gresham/Multnomah County HAZMAT III personnel). Training available covers WMD/terrorism prevention, recognition, assessment, response, and scene management.
- C.) Multnomah County's task specific organizations such as HAZMAT, and SERT have adequate equipment for a small-scale event. However, if there is an extended operational period or the number of casualties are large enough, the local task specific teams would quickly deplete their equipment and functional number of personnel. Thus the local task specific teams would rely on first responders to help augment and offset the deficiency (reference from MCOEM Scott Salmon).

PART TWO: CONTINUED

At present the Multnomah County Sheriff's Office has 16 MSA Advantage 1000 APR Masks, but no other equipment related to accommodating a process of technical assistance to responding task specific teams. Law Enforcement personnel would be tasked with arriving on scene of a WMD/terrorist incident without the benefit of PPE, which strictly limits their ability to establish exclusion zones and gather vital information. Even if Law Enforcement personnel had training in decontamination processes, HAZMAT teams would lack the amount of PPE and air respiratory protection equipment that would be needed to accommodate the staffing that would be necessary in a mass decontamination event.

D.) Multnomah County has IGA's and MOU's established to support Incident and Unified Command Systems in a WMD incident. The Multnomah County Sheriff's Office has personnel that are assigned to the Gresham/Multnomah Regional HAZMAT Team III, and the Gresham/Multnomah Special Emergency Response Team both of which specifically contribute to the cohesion of Unified Command System.

PART THREE: GOALS, OBJECTIVES AND PERFORMANCE MEASURES

GOAL ONE: To properly equip Law Enforcement Responders, providing for a safer and more efficient initial first response to WMD/terrorist events.

OBJECTIVE: Procure equipment and train all users on the appropriate use and maintenance of the equipment.

PERFORMANCE MEASURES:

(1) Issue equipment kits (as described in PART SIX: BUDGET) to 15 designated Multnomah County Sheriff's Office personnel and 10 Multnomah County Sheriff's Office SERT personnel.

(2) Make notifications to local Emergency Management Organizations, Law Enforcement Organizations, and Fire Organizations regarding our level of preparedness relating to equipment, training and service availability. Integrate trained participants into already existing IGA's.

PART THREE: CONTINUED

GOAL TWO: Provide Law Enforcement First Responders with training that will facilitate a higher standard of incident management, scene securement, information processing, public and responder safety, and technical assistance to HAZMAT Teams at a WMD/terrorist event.

OBJECTIVE: Through delivery of a 36 hour HAZMAT First Responder course, designed specifically for WMD/terrorist/BNICE related events and mass casualty decontamination, develop a level of proficiency among team members and place them into service.

PERFORMANCE MEASURES:

- (1) Have designated personnel demonstrate proficiency in the use of equipment, and areas covered by training through written and practical examination.
- (2) Implement designated personnel into the overall WMD/terrorist planning and preparation process by developing and including them in interagency exercises.
- (3) Maintain and evaluate designated personnel's proficiency through bi-annual exercises and refresher training.

PART FOUR: IMPLEMENTATION AND EVALUATION PLAN

OCTOBER 2002	<ul style="list-style-type: none">• RECEIPT OF FUNDS
OCTOBER-NOVEMBER 2002	<ul style="list-style-type: none">• DELIVER 36 HOUR HM FIRST RESPONDER COURSE TO DESIGNATED PERSONNEL• INTEGRATE HM FIRST RESPONDERS INTO EXISTING MCSO EMERGENCY RESPONSE PLAN
DECEMBER 2002	<ul style="list-style-type: none">• INTEGRATE HM FIRST RESPONDER PROGRAM INTO EXERCISE PLANNING PROCESS WITH MCOEM AND GOEM• REQUISITION OF EQUIPMENT
JANUARY-APRIL 2003	<ul style="list-style-type: none">• EXERCISE DESIGN PERIOD• RECEIPT AND TRAINING FOR SPECIFIC EQUIPMENT
MAY 2003	<ul style="list-style-type: none">• EXERCISE DESIGN PERIOD• DELIVER SEMI-ANNUAL REPORT
JUNE 2003	<ul style="list-style-type: none">• EXERCISE DESIGN PERIOD

JULY 2003	<ul style="list-style-type: none"> • DELIVERENCE OF WMD TERRORIST EXERCISE IN CONJUNCTION WITH MCOEM
AUGUST 2003	<ul style="list-style-type: none"> • AFTER ACTION REVIEW AND REPORT • PLACE DESIGNATED PERSONNEL IN SERVICE
SEPTEMBER-DECEMBER 2003	<ul style="list-style-type: none"> • IDENTIFY AREAS OF NEEDED ADDITIONAL TRAINING • PREPARE 2001/2002 CLOSE OUT DOCUMENTS
JANUARY 2004	<ul style="list-style-type: none"> • PREPARE 2001/2002 CLOSE OUT DOCUMENTS • DELIVER SEMI-ANNUAL REPORT
FEBRUARY-MARCH 2004	<ul style="list-style-type: none"> • PREPARE 2001/2002 CLOSE OUT DOCUMENTS
APRIL 2004	<ul style="list-style-type: none"> • CLOSE OUT GRANT

PART FIVE: IDENTIFICATION OF AVAILABLE FUNDS AND EQUIPMENT

A.) At present, no other grants (Federal, State, or Local), designed to fund equipment needs related to WMD/terrorist incident response, are in process. Currently the Multnomah County Sheriff's Office does not have an equipment inventory or funding related to PPE, air respiratory protection equipment, air monitoring equipment, or communication enhancement equipment that would be compatible and/or suited for a WMD/terrorist incident.

B.) At present the Multnomah County Sheriff's Office has not applied for any grants related to funding of equipment related to WMD/terrorist incidents. The Multnomah County Sheriff's Office has applied for a grant through the Local Emergency Planning Committee (LEPC) entitled Hazardous Materials Assistance Program. In the LEPC grant process I proposed for funding to support the curriculum design, supplies, manuals, and instructor costs related to the 36 hour HAZMAT First Responder Course referenced in Part Three and Part Four of this application process.

PART SIX: BUDGET

EQUIPMENT CATEGORY	ITEM	UNIT COST	QTY.	DISCIPLINE TO RECEIVE EQUIPMENT	IS TRAINING NEEDED
PERSONAL PROTECTIVE	LEVEL B TYCHEM 9400 CHEMICAL PROTECTIVE SUIT	\$50.00	50	MCSO HAZMAT FIRST RESPONDER (HMFR) (30) MCSO SERT (20)	YES
PERSONAL PROTECTIVE	TYCHEM SARANEX 23P CHEMICAL PROTECTIVE SUIT	\$14.50	50	MCSO HMFR (30) MCSO SERT (20)	YES
PERSONAL PROTECTIVE	SOFT NITRILE DISPOSABLE GLOVE, LG	\$9.29/BOX	4	MCSO HMFR (2) MCSO SERT (2)	YES
PERSONAL PROTECTIVE	FLOCK LINED NITRILE GLOVE 15ML, 13"	\$1.28/PAIR	100	MCSO HMFR (60) MCSO SERT (40)	YES
PERSONAL PROTECTIVE	HAZMAT BOOTS	\$56.40/PAIR	25	MCSO HMFR (15) MCSO SERT (10)	YES
PERSONAL PROTECTIVE	MSA ADVANTAGE 1000 CBA-RCA MASK	\$160.00	9	MCSO HMFR (15) MCSO SERT (10)	YES
PERSONAL PROTECTIVE	ADVANTAGE 1000 CHEM/BIO CARTRIDGE	\$166.50/BOX(6)	17	MCSO HMFR (4/PER) MCSO SERT (4/PER)	YES
PERSONAL PROTECTIVE	CUSTOMER AIR V ESCAPE RESPIRATOR (ALUMINUM)	\$450.00	25	MCSO HMFR (15) MCSO SERT (10)	YES
DETECTION	MSA PULSAR O2 ALARM	\$300.00	25	MCSO HMFR (15) MCSO SERT (10)	YES

DETECTION	PERSONAL DOSIMETER FOR RADIATION	APX \$10.00	25	MCSO HMFR (15) MCSO SERT (10)	YES
PERSONAL PROTECTIVE	SECOND CHANCE BALLISTIC TACTICAL ARMOR: LEVEL IIIA	\$2200.00	10	MCSO SERT (10)	YES
PERSOANL PROTECTIVE	BALLISTIC COMBAT HELMET LIGHTWEIGHT: LEVEL IIIA	\$262.00	10	MCSO SERT (10)	YES
PERSONAL PROTECTIVE	ADVANCED TACTICAL EYEWEAR: BOSS 6000	\$72.20	10	MCSO SERT (10)	YES
PERSONAL PROTECTIVE	PROTECH BALLISTIC SHIELD: LEVEL IIIA	\$1554.00	1	MCSO SERT (1)	YES
PERSONAL PROTECTIVE	BALLISTIC BLANKET: LEVEL IIIA	\$8390.80	1	MCSO SERT (1)	YES
COMMUNICATIONS	BONE MIC ADAPTED TO MOTOROLA	\$449.00	10	MCSO SERT (10)	YES
COMMUNICATIONS	LOWER CORD SET & PTT ADAPTED TO MOTOROLA	\$466.00	10	MCSO SERT (10)	YES
PERSONAL PROTECTIVE	GEAR BAGS	\$9.99	25	MCSO HMFR (15) MCSO SERT (10)	YES
		TOTAL: \$72557.21			

PART SIX: BUDGET

EQUIPMENT CATEGORY	ITEM	UNIT COST	QTY.	DISCIPLINE TO RECEIVE EQUIPMENT	IS TRAINING NEEDED
PERSONAL PROTECTIVE (95127)	LEVEL B TYCHEM 9400 CHEMICAL PROTECTIVE SUIT	XL \$40.75 3X \$42.50	24 24	MCSO HAZMAT FIRST RESPONDER (HMFR) (30) MCSO SERT (20)	YES
PERSONAL PROTECTIVE (44427)	TYCHEM SARANEX 23P CHEMICAL PROTECTIVE SUIT	XL \$13.40 3X \$14.50	24 24	MCSO HMFR (30) MCSO SERT (20)	YES
PERSONAL PROTECTIVE (700SL)	SOFT NITRILE DISPOSABLE GLOVE, LG	\$9.29/BOX	4	MCSO HMFR (2) MCSO SERT (2)	YES
PERSONAL PROTECTIVE (3715F)	FLOCK LINED NITRILE GLOVE 15ML, 13"	\$1.28/PAIR	114	MCSO HMFR (60) MCSO SERT (40)	YES
PERSONAL PROTECTIVE (87011)	HAZMAT BOOTS	\$56.40/PAIR	22	MCSO HMFR (15) MCSO SERT (7)	YES
PERSONAL PROTECTIVE (813859)	MSA ADVANTAGE 1000 CBA-RCA MASK	\$152.18	4	MCSO HMFR (15) MCSO SERT (7)	YES
PERSONAL PROTECTIVE (817590)	ADVANTAGE 1000 CHEM/BIO CARTRIDGE	\$158.51/BOX(6)	27	MCSO HMFR (6/PER) MCSO SERT (6/PER)	YES
PERSONAL PROTECTIVE (802197)	CUSTOMER AIR V ESCAPE RESPIRATOR (ALUMINUM)	\$407.63	22	MCSO HMFR (15) MCSO SERT (7)	YES
DETECTION (A-PULSAR-5-X)	MSA PULSAR O2 ALARM	\$260.00	22	MCSO HMFR (15) MCSO SERT (7)	YES

DETECTION	RADIATION ALERT PEN DOSIMETER PEN500mR	PEN \$120.00 CH \$180.00	22 2	MCSO HMFR (15) MCSO SERT (7)	YES
PERSONAL PROTECTIVE DISALLOWED	SECOND CHANCE BALLISTIC TACTICAL ARMOR: LEVEL IIIA	\$2200.00	0	N/A	N/A
PERSONAL PROTECTIVE DISALLOWED	BALLISTIC COMBAT HELMET LIGHTWEIGHT: LEVEL IIIA	\$262.00	0	N/A	N/A
PERSONAL PROTECTIVE DISALLOWED	ADVANCED TACTICAL EYEWEAR: BOSS 6000	\$72.20	0	N/A	N/A
PERSONAL PROTECTIVE DISALLOWED	PROTECH BALLISTIC SHIELD: LEVEL IIIA	\$1554.00	0	N/A	N/A
PERSONAL PROTECTIVE DISALLOWED	BALLISTIC BLANKET: LEVEL IIIA	\$8390.80	0	N/A	N/A
COMMUNICATIONS	BONE MIC ADAPTED TO MOTOROLA	\$449.00	11	MCSO HMFR (4) MCSO SERT (7)	YES
COMMUNICATIONS	LOWER CORD SET & PTT ADAPTED TO MOTOROLA	\$466.00	11	MCSO HMFR (4) MCSO SERT (7)	YES
PERSONAL PROTECTIVE (2421)	GEAR BAGS	\$32.00	23	MCSO HMFR (15) MCSO SERT (7)	NO
		TOTAL: \$37470.00			

STATE DOMESTIC PREPAREDNESS EQUIPMENT GRANT

Revised Budget for the Law Enforcement First Responder Program

EQUIPMENT CATEGORY	ITEM	UNIT COST	QTY	DISCIPLINE TO RECEIVE EQUIPMENT	IS TRAINING NEEDED
PERSONAL PROTECTIVE (95127)	LEVEL B TYCHEM 9400 CHEMICAL PROTECTIVE SUIT	XL \$40.75 3X \$42.50	24 24	MCSO HAZMAT FIRST RESPONDER (HMFR) (30) MCSO SERT (20)	YES
PERSONAL PROTECTIVE (44427)	TYCHEM SARANEX 23P CHEMICAL PROTECTIVE SUIT	XL \$13.40 3X \$14.50	24 24	MCSO HMFR (30) MCSO SERT (20)	YES
PERSONAL PROTECTIVE (700SL)	SOFT NITRILE DISPOSABLE GLOVE, LG	\$9.29/BOX	4	MCSO HMFR (2) MCSO SERT (2)	YES
PERSONAL PROTECTIVE (3715F)	FLOCK LINED NITRILE GLOVE 15ML, 13"	\$1.28/PAIR	114	MCSO HMFR (60) MCSO SERT (40)	YES
PERSONAL PROTECTIVE (87011)	HAZMAT BOOTS	\$56.40/PAIR	22	MCSO HMFR (15) MCSO SERT (7)	YES
PERSONAL PROTECTIVE (813859)	MSA ADVANTAGE 1000 CBA-RCA MASK	\$152.18	4	MCSO HMFR (15) MCSO SERT (7)	YES

PERSONAL PROTECTIVE (817590)	ADVANTAGE 1000 CHEM/BIO CARTRIDGE	\$158.51/BOX(6)	27	MCSO HMFR (6/PER) MCSO SERT (6/PER)	YES
PERSONAL PROTECTIVE (802197)	CUSTOME AIR V ESCAPE RESPIRATOR (ALUMINUM)	\$407.63	22	MCSO HMFR (15) MCSO SERT (7)	YES
DETECTION (A-PULSAR-5-X)	MSA PULSAR O2 ALARM	\$260.00	22	MCSO HMFR (15) MCSO SERT (7)	YES
DETECTION	RADIATION ALERT PEN DOSIMETER PEN500mR	PEN \$120.00 CH \$180.00	22 2	MCSO HMFR (15) MCSO SERT (7)	YES
PERSONAL PROTECTIVE DISALLOWED	SECOND CHANCE BALLISTIC TACTICAL ARMOR: LEVEL IIIA	\$2200.00	0	N/A	N/A
PERSONAL PROTECTIVE DISALLOWED	BALLISTIC COMBAT HELMET LIGHTWEIGH T: LEVEL IIIA	\$262.00	0	N/A	N/A
PERSONAL PROTECTIVE DISALLOWED	ADVANCED TACTICAL EYEWEAR: BOSS 6000	\$72.20	0	N/A	N/A
PERSONAL PROTECTIVE DISALLOWED	PROTECH BALLISTIC SHIELD: LEVEL IIIA	\$1554.00	0	N/A	N/A
PERSONAL PROTECTIVE DISALLOWED	BALLISTIC BLANKET: LEVEL IIIA	\$8390.80	0	N/A	N/A
COMMUNICATIO NS	BONE MIC ADAPTED TO MOTOROLA	\$449.00	11	MCSO HMFR (4) MCSO SERT (7)	YES

COMMUNICATIONS	LOWER CORD SET & PTT ADAPTED TO MOTOROLA	\$466.00	11	MCSO HMFR (4) MCSO SERT (7)	YES
PERSONAL PROTECTIVE (2421)	GEAR BAGS	\$32.00	23	MCSO HMFR (15) MCSO SERT (7)	NO
		TOTAL: \$37470.00			

GRANTEE COPY

OREGON DEPARTMENT OF STATE POLICE CRIMINAL JUSTICE SERVICES DIVISION STATE DOMESTIC PREPAREDNESS EQUIPMENT PROGRAM GRANT

GRANT AWARD CONDITIONS AND CERTIFICATIONS

PROGRAM NAME:	Law Enforcement Hazmat First Responder Program	GRANT NO:	# 01-113
GRANTEE:	Multnomah County Sheriff's Office	FY 2001 AWARD:	\$37,470
ADDRESS:	12240 NE Glisan Portland, OR 97230	AWARD PERIOD:	12/1/02 thru 4/30/04
PROGRAM DIRECTOR:	Captain Garr Nielsen	TELEPHONE:	(503) 251-2451
PROGRAM CONTACT:	Sgt. Jason Gates	TELEPHONE:	(503) 251-2451
		FAX:	(503) 253-2663
FISCAL CONTACT:	David Braaksma	TELEPHONE:	(503) 988-4415

BUDGET

INCOME

Federal Grant Funds \$37,470

TOTAL INCOME: \$37,470

EXPENSES

Equipment \$37,470

TOTAL EXPENSES: \$37,470

This document along with the terms and conditions and grant application attached hereto, the *Grant Management Handbook* and any other document referenced, constitutes an agreement between the Criminal Justice Services Division (CJSD) of the Department of State Police and the Grantee. No waiver, consent, modification or change of terms of this agreement shall be binding unless agreed to in writing and signed by both the Grantee and CJSD. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Grantee, by signature of its authorized representative, hereby acknowledges that he/she has read this agreement, understands it, and agrees to be bound by its terms and conditions (including all references to other documents). Failure to comply with this agreement and with applicable state and federal rules and guidelines may result in the withholding of reimbursement, the termination or suspension of the agreement, denial of future grants, and/or damages to CJSD.

TERMS AND CONDITIONS

I. CONDITIONS OF AWARD

- A. The Grantee agrees to operate the program as described in the application and to expend funds in accordance with the approved budget unless the Grantee receives prior written approval by CJSD to modify the program or budget. CJSD may withhold funds for any expenditure not within the approved budget or in excess of amounts approved by CJSD. Failure of the Grantee to operate the program in accordance with the written agreed upon objectives contained in the grant application and budget will be grounds for immediate suspension and/or termination of the grant agreement.
- B. The Grantee agrees that all public statements referring to the program must state that funds for this program come from the U.S. Department of Justice, Office of Justice Programs, Office for Domestic Preparedness, and must state the percent or dollar amount of federal funds used in the program.
- C. Maintenance, Retention and Access to Records; Audits.
1. Maintenance and Retention of Records. The Grantee agrees to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and the standards of the Office of the Comptroller set forth in the May 2002 Office of Justice Programs (OJP) Financial Guide, including without limitation in accordance with Office of Management and Budget (OMB) Circulars A-87, A-102, A-122, A-128, A-133. All financial records, supporting documents, statistical records and all other records pertinent to this grant or agreements under this grant shall be retained by the Grantee for a minimum of five years for purposes of State of Oregon or Federal examination and audit. It is the responsibility of the Grantee to obtain a copy of the OJP Financial Guide from the Office of the Comptroller and apprise itself of all rules and regulations set forth.
 2. Access to Records. CJSD, Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office (GAO) or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Grantee and any contractors or subcontractors of Grantee, which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained.
 3. Audits. If Grantee *expends* \$300,000 or more in Federal funds (from all sources) in its fiscal year, Grantee shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133. Copies of all audits must be submitted to CJSD within 30 days of completion. If Grantee *expends* less than \$300,000 in its fiscal year in Federal funds, Grantee is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section I.D.1 herein.
 4. Audit Costs. Audit costs for audits not required in accordance with OMB Circular A-133 are unallowable. If Grantee did not expend \$300,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.
- D. Funding.
1. Matching Funds. The Grantee acknowledges by accepting grant funds that all reported program match is in the form of a cash match and not in-kind or other federal funds. The Grantee acknowledges that all rules that apply to grant funds apply to match funds. Grant and match funds must be used only for State Domestic Preparedness Equipment Grant funded programs during the grant period to support the goals, objectives and activities as identified in the grant application. Match funds cannot be used to support activities that are not concurrently supported by State Domestic Preparedness Equipment Program Grant funds. The Grantee certifies that match funds required to pay the non-Federal portion of the program shall be in addition to funds that would otherwise be made available to fund programs within the State Domestic Preparedness Equipment Program Grant guidelines.

2. Supplanting. The Grantee certifies that federal funds will not be used to supplant state or local funds, but will be used to increase the amount of funds that, in the absence of federal aid, would be made available to the Grantee to fund programs within the State Domestic Preparedness Equipment Program Grant guidelines.

E. Reports. Failure of the Grantee to submit the required financial, program or audit reports, or to resolve financial, program, or audit issues may result in the suspension of grant payments and/or termination of the grant agreement.

1. Progress Reports. The Grantee agrees to submit a semi-annual report on its progress in meeting each of its agreed upon goals and objectives. Reports must be received no later than **July 31, 2003; January 31, 2004; and May 31, 2004. Any progress report that is outstanding for more than one month past the due date may cause the suspension and/or termination of the grant.** Grantee must receive prior written approval from CJSD to extend a progress report requirement past its due date.
2. Financial Reimbursement Reports.
 - a. In order to receive reimbursement, the Grantee agrees to submit the original signed Request for Reimbursement (RFR) which includes **supporting documentation for all grant and match expenditures.** RFRs must be received no later than **July 31, 2003; January 31, 2004; and May 31, 2004.** Reimbursements for expenses will be withheld if progress reports are not submitted by the specified dates or are incomplete. **Any RFR that is outstanding for more than one month past the due date may cause the suspension and/or termination of the grant.** Grantee must receive prior written approval from CJSD to extend an RFR requirement past its due date.
 - b. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the times, dates, and places of travel, and the actual expenses or authorized rates incurred.
 - c. When requesting reimbursement for equipment costing over \$5,000, the Grantee agrees to provide a description of the equipment, purchase price, date of purchase, and identifying numbers if any.
 - d. Reimbursements will only be made for actual expenses incurred during the grant period. The Grantee agrees that no grant funds may be used for expenses incurred before **December 1, 2002 or after April 30, 2004.**
 - e. Grantee shall be accountable for and shall repay any overpayment, audit disallowances or any other breach of grant that results in a debt owed to the Federal Government. CJSD shall apply interest, penalties, and administrative costs to a delinquent debt owed by a debtor pursuant to the Federal Claims Collection Standards and OMB Circular A-129.
3. Audit Reports. Grantee shall provide CJSD copies of all audit reports pertaining to this Grant Agreement obtained by Grantee, whether or not the audit is required by OMB Circular A-133.

F. Indemnification. The Grantee shall, to the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act, defend, save, hold harmless, and indemnify the State of Oregon and CJSD, their officers, employees, agents, and members from all claims, suits and actions of whatsoever nature resulting from or arising out of the activities of Grantee, its officers, employees, subcontractors, or agents under this grant.

Grantee shall require any of its contractors or subcontractors to defend, save, hold harmless and indemnify the State of Oregon, Criminal Justice Services Division, and the Oregon State Police, their officers, employees, agents, and members, from all claims, suits or actions of whatsoever nature resulting from or arising out of the activities of subcontractor under or pursuant to this grant.

Grantee shall, if liability insurance is required of any of its contractors or subcontractors, also require such contractors or subcontractors to provide that the State of Oregon, Criminal Justice Services Division, and Oregon State Police and their officers, employees and members are Additional Insureds, but only with respect to the contractor's or subcontractor's services performed under this grant.

G. Copyright and Patents.

1. Copyright. If this agreement or any program funded by this agreement results in a copyright, the CJSD and the Office of Justice Programs reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which Grantee, or its contractor or subcontractor, purchases ownership with grant support.
2. Patent. If this agreement or any program funded by this agreement results in the production of patentable items, patent rights, processes, or inventions, the Grantee or any of its contractors or subcontractors shall immediately notify CJSD. The CJSD will provide the Grantee with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

H. No Implied Waiver, Cumulative Remedies. The failure of Grantor to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

I. Governing Law; Venue; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, "Claim") between Grantor (and/or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for the State of Oregon; provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. **Grantee, By Execution Of This Agreement, Hereby Consents To The In Personam Jurisdiction Of Said Courts.**

J. Notices. Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same by registered or certified mail, postage prepaid to Grantee or Grantor at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.

K. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective successors and assigns, except that Grantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of Grantor.

L. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section I.C (Maintenance, Retention and Access to Records; Audits); Section I.E (Reports); and Section I.F (indemnification).

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

N. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

II. Grantee Compliance and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Grantee certifies by accepting grant funds that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency. (This certification is required by regulations published May 26, 1988, implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 69 and 28 CFR Part 67.)
- B. Compliance with Applicable Law. The Grantee agrees to comply with all applicable laws, regulations, and guidelines of the State of Oregon, the Federal Government and CJSD in the performance of this agreement, as set forth in the most recent version of the *Grant Management Handbook* published by CJSD and including but not limited to:
1. The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures, and Federal laws or regulations applicable to Federal assistance programs.
 2. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646).
 3. Section 102(a) of the Flood Disaster Protection Act of 1973, P.L. 93-234, 87 Stat.97, approved December 31, 1976.
 4. Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
 5. National Environmental Policy Act of 1969, 42 USC 4321 et seq.
 6. Flood Disaster Protection Act of 1973, 42 USC 4001 et seq.
 7. Clean Air Act, 42 USC 7401 et seq.
 8. Clean Water Act, 33 USC 1368 et seq.
 9. Federal Water Pollution Control Act of 1948, as amended, 33 USC 1251 et seq.
 10. Safe Drinking Water Act of 1974, 42 USC 300f et seq.
 11. Endangered Species Act of 1973, 16 USC 1531 et seq.
 12. Wild and Scenic Rivers Act of 1968, as amended, 16 USC 1271 et seq.
 13. Historical and Archaeological Data Preservation Act of 1960, as amended, 16 USC 469 et seq.
 14. Coastal Zone Management Act of 1972, 16 USC 1451 et seq.
 15. Coastal Barrier Resources Act of 1982, 16 USC 3501 et seq.
 16. Indian Self-Determination Act, 25 USC 450f.
 17. Hatch Political Activity Act of 1940, as amended, 5 USC 1501 et seq.
 18. Animal Welfare Act of 1970, 7 USC 2131 et seq.
 19. Demonstration Cities and Metropolitan Development Act of 1966, 42 USC 3301 et seq.
 20. Federal Fair Labor Standards Act of 1938 (as appropriate), as amended, 29 USC 201 et seq.
- C. Certification of Non-discrimination.
1. The Grantee, and all its contractors and subcontractors, certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, handicap, or gender. The Grantee, and all its contractors and subcontractors, assures compliance with the following laws:

- a. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended;
 - b. Title IV of the Civil Rights Act of 1964, as amended;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended;
 - d. Title II of the Americans with Disabilities Act (ADA) of 1990,
 - e. Title IX of the Education Amendments of 1972;
 - f. The Age Discrimination Act of 1975;
 - g. The Department of Justice Nondiscrimination Regulations 28 CFR Part 42, Subparts C, D, E, and G;
 - h. The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
2. In the event that a Federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, handicap or gender against the Grantee or any of its contractors or subcontractors, the Grantee or any of its contractors or subcontractors will forward a copy of the finding to the Criminal Justice Services Division (CJSD). CJSD will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
- D. Civil Rights Compliance. All recipients of federal grant funds are required, and Grantee agrees, to comply with nondiscrimination requirements of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq. (prohibiting discrimination in programs or activities on the basis of race, color, and national origin); Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. §3789d(c)(1) (prohibiting discrimination in employment practices or in programs and activities on the basis of race, color, religion, national origin, and gender); Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 et seq. (prohibiting discrimination in employment practices or in programs and activities on the basis of disability); Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131 (prohibiting discrimination in services, programs, and activities on the basis of disability); The Age Discrimination Act of 1975, 42 U.S.C. § 6101-07 (prohibiting discrimination in programs and activities on the basis of age); and Title IX of the Education Amendments of 1972, 20 U.S.C § 1681 et seq. (prohibiting discrimination in educational programs or activities on the basis of gender).
- E. Equal Employment Opportunity Program. If the Grantee, or any of its contractors or subcontractors, has 50 or more employees, is receiving more than \$25,000 pursuant to this agreement, and has a service population with a minority representation of three percent or more, the Grantee, or any of its contractors or subcontractors, agrees to formulate, implement and maintain an equal employment opportunity program relating to employment practices affecting minority persons and women. If the Grantee, or any of its contractors or subcontractors, has 50 or more employees, is receiving more than \$25,000 pursuant to this agreement, and has a service population with a minority representation of less than three percent, the Grantee or any of its contractors or subcontractors, agrees to formulate, implement and maintain an equal employment opportunity program relating to its practices affecting women. The Grantee, and any of its contractors and subcontractors, certifies that an equal employment opportunity program as required by this section will be in effect on or before the effective date of this agreement. Any Grantee, and any of its contractors or subcontractors, receiving more than \$500,000, either through this agreement or in aggregate grant funds in any fiscal year, shall in addition submit a copy of its equal employment opportunity plan at the same time as the application submission, with the understanding that the application for funds may not be awarded prior to approval of the Grantee's, or any of its contractors or subcontractors, equal employment opportunity program by the Office for Civil Rights, Office of Justice Programs.

If required to formulate an Equal Employment Opportunity Program (EEOP), the Grantee must maintain a current copy on file which meets the applicable requirements.

F. National Environmental Policy Act (NEPA): Special Condition for U.S. Department of Justice Grant Programs.

1. Prior to obligating grant funds, Grantee agrees to first determine if any of the following activities will be related to the use of the grant funds. Grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the Grantee, a contractor, subcontractor or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:
 - a. new construction;
 - b. minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year floodplain;
 - c. a renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
 - d. implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.
2. Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the Grantee's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, the Grantee, upon specific request from the Office for Domestic Preparedness, agrees to cooperate with the Office for Domestic Preparedness in any preparation by the Office for Domestic Preparedness of a national or program environmental assessment of that funded program or activity.

G. Certification Regarding Drug Free Workplace Requirements. Grantee certifies that it will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Requiring that each employee engaged in the performance of the grant be given a copy of the employer's statement required by paragraph (a).
4. Notifying the employee that, as a condition of employment under the award, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
5. Notifying the Grantee within ten days after receiving notice from an employee or otherwise receiving actual notice of such conviction.
6. Taking one of the following actions, within 30 days of receiving notice, with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by federal, state, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace.

III. Suspension or Termination of Funding

The Criminal Justice Services Division may suspend funding in whole or in part, terminate funding, or impose another sanction on a State Domestic Preparedness Equipment Grant recipient for any of the following reasons:

- A. Failure to comply substantially with the requirements or statutory objectives of the State Domestic Preparedness Equipment Program Grant guidelines issued thereunder, or other provisions of federal law.
- B. Failure to make satisfactory progress toward the goals and objectives set forth in the application.
- C. Failure to adhere to the requirements of the grant award and standard or special conditions.
- D. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected.
- E. Failing to comply substantially with any other applicable federal or state statute, regulation, or guideline. Before imposing sanctions, the Criminal Justice Services Division will provide reasonable notice to the Grantee of its intent to impose sanctions and will attempt to resolve the problem informally.

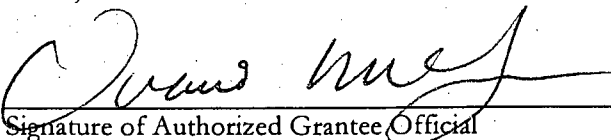
IV. Grantee Representations and Warranties

Grantee represents and warrants to Grantor as follows:

- 1. Existence and Power. Grantee is a political subdivision of the State of Oregon. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
- 2. Authority, No Contravention. The making and performance by Grantee of this Agreement (a) have been duly authorized by all necessary action of Grantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency or any provision of Grantee's articles of incorporation or bylaws and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties are bound or affected.
- 3. Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.
- 4. Approvals. No authorization, consent, license, approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

Carmen Merlo, Director
Criminal Justice Services Division
Oregon State Police
400 Public Service Building
Salem, OR 97310

Date


Signature of Authorized Grantee Official

12-12-02

Date

DIANE M. LINN, MULTNOMAH COUNTY CHAIR

Name/Title

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # R-3 DATE 12-12-02

PER POSTAL BOARD CLERK

AGENDA PLACEMENT REQUEST

Board Clerk Use Only:
Meeting Date: December 12, 2002

Bud Mod #:

Agenda Item #: R-4

Estimated Start Time: 10:35 AM

Date Submitted: 10/02/02

Requested Date: 12/12/02

Amount of Time Requested: 15 mins

Department: DBCS

Division: Land Use & Transportation

Contact/s: April Siebenaler / Chuck Beasley

Phone: 503-988-3043

Ext.: 29637 / 22610

I/O Address: 455/116

Presenters: April Siebenaler & Chuck Beasley

Agenda Title: Fourth Reading and Possible Adoption of an Ordinance adopting the West of the Sandy River Rural Area Transportation and Land Use Plan, and Declaring an Emergency.

NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.

Please answer all relevant questions; leave others blank. Please do not alter form.

1. What action are you requesting from the Board? What is the department/agency recommendation?

Action requested includes hearing and adoption of the West of Sandy River Rural Area Transportation and Land Use Plan, and implementing ordinances. The five elements which need to be adopted are:

The West of Sandy River Rural Area Transportation and Land Use Plan and Policies;

The Wildlife Habitat and Stream Corridor ESEE Report;

The zoning ordinance for the area, Chapter 36 of the Multnomah County Code;

The Significant Environmental Concern Overlay Zone map;

The zoning map for the Orient and Pleasant Home Rural Communities.

The Multnomah County Planning Commission and staff recommend adoption of the plan and implementing ordinances. The Planning Commission Resolution which contains the recommendation is included in this packet. Please see the attached Planning Commission Resolution PC- 01-007.

2. Please provide sufficient background information for the Board and the public to understand this issue.

The West of Sandy River Rural Area Transportation and Land Use Plan is an integrated land use and transportation plan that contains specific policy direction and implementation measures for the West of Sandy River rural area. It is the 4th in the series of 5 area plans envisioned by the Board of Commissioners to plan for the unique needs of the rural communities of Multnomah County. It is a combined transportation and land use plan with the objective to take both policies and implementing ordinances through the plan formulation and adoption process together.

The plan includes significant programs for the rural communities of Orient and Pleasant Home, includes protection for riparian corridors and wildlife habitat, proposes measures intended to protect farming in the area, and it includes the Transportation System Plan for the area. These programs address state mandates to plan for rural communities, to protect significant wildlife habitat, to plan the transportation system, and are intended to carry out the community vision. For more information about the West of Sandy River area and plan, please see the Executive Summary on pages ii and iii of the plan document.

3. Explain the fiscal impact (current year and ongoing).

No identified fiscal impact

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain:

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant-funding detail – is this a one-time only or long-term commitment?

- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues involved.

The plan policies and zoning ordinance limit nonfarm uses in EFU and MUA-20 zones in order to minimize new conflicts with farming and to support the farm economy of the plan area. The plan policies and zoning code approval criteria contain a provision to limit nonfarm uses to a type and scale to primarily serve the needs of the rural area.

The plan does not provide for public and private parks in the EFU zone due to the high potential for disruption of farming. Regional trails are required to be considered through a master plan process in order to ensure broad public participation for any potential trail through the area.

The plan extends Metro Title III water quality protection measures to the entire area in order to have one set of regulations for the plan area. This includes the east approximately one-third of the plan area that is outside of Metro's Jurisdictional Boundary.

The protection measures for fish and wildlife habitat in the SEC ordinance set up an overlay zone that includes forested areas and land within 200' on either side of area streams. This is a watershed approach that extends to small intermittent streams as well as larger streams in order to help ensure that a fuller range of watershed functions is protected. This approach is driven in part by the presence of ESA listed fish in both the Johnson Creek and Sandy River/Beaver Creek systems.

The plan includes a new zoning code and map for the unincorporated rural communities of Orient and Pleasant Home. These were developed in part to meet state mandated planning requirements for existing unincorporated communities that are located in rural areas but that contain development densities that are urban. Compliance with these requirements will allow the county to continue to permit development of residential uses on one acre parcels, and allow limited rural service commercial or rural industrial uses.

The plan also includes a Transportation System Plan in compliance with state transportation planning mandates. The plan consists of an inventory of area roads, traffic volumes both now and in the future, descriptions of needed system improvements, and policies to guide future decisions.

Notification of the scheduled hearing date of October 24, 2002 is being provided as required by state law. Notice of the hearing has been mailed to 1,244 individual property owners, and arrangements for publication of a notice in a newspaper of general circulation at least 10 days before the hearing has been made.

5. Explain any citizen and/or other government participation that has or will take place.

Citizen Participation:

The plan was developed at 16 citizen Task Force (TF) meetings. The TF was made up of 14 people including area residents, a watershed council representative, and Planning Commission and Board of Commissioner liaisons. The meetings were open to the public and time was reserved at each meeting for public comments. Meeting announcements and agendas were sent to a list that grew to over 210 people by the end of the process. TF meeting notices were also provided to area newspapers for printing prior to meetings.

Two general Open House meetings were conducted after notification to all property owners in the plan area. In addition, owners of property potentially affected by the riparian corridor planning were notified of two open house opportunities for them to see the proposed stream maps and ask questions. Finally, an open house for Orient and Pleasant Home business owners was held to provide them a chance to hear about the proposed new zoning and to ask questions.

In addition to the above, three area wide notices to all property owners were provided during the five Planning Commission hearings, along with newspaper notice and individual notice to hearings participants.

Staff anticipates that citizens will attend the October 24, 2003 hearing on this matter.

Other Government Participation:

The plan benefited from technical assistance received at three Technical Advisory Committee meetings that were held during plan formulation. Some of the agencies that participated include: the Department of Land Conservation and Development, Natural Resources Conservation Service, Oregon Department of Fish and Wildlife, Sandy River Basin Watershed Council, East Multnomah County Soil and Water Conservation District, Metro, City of Gresham, Oregon Parks and Recreation, City of Sandy. A complete list of agencies notified is in the appendix of the plan.

Meetings Calendar:

October 1998 - Community Open House

October 1998 – February 1999, PSU Study of Orient RC, including two open house meetings.

January 1999 - Scoping Report Adopted by Board of Commissioners

September 1999 - First of 16 Task Force meetings was held.

March 2001 - Land Use Technical Advisory Committee Meeting for Rural Communities, farm, forest, parks, and exception lands.

May and June 2001 – Two Open House meetings for property owners impacted by Goal 5 resource protection plan.

June 2001 - Land Use Technical Advisory Committee Meeting for Goal 5

June 2001 - Community Open House

July 2001 - Orient and Pleasant Home Business Owners Meeting.

August – November 2001 - Plan preparation, final Task Force meeting.

January – September, 2002 Five Planning Commission Hearings on WSR.

Attachments to the Agenda Placement Request:

Planning Commission Resolution PC-01-007

Ordinance adopting the West of Sandy River Rural Area Transportation and Land Use Plan and Exhibits:

Exhibit A. The West of Sandy River Rural Area Transportation and Land Use Plan and Transportation System Plan.

Exhibit B. The Wildlife Habitat and Stream Corridor ESEE Report.

Exhibit C. Chapter 36 on the Multnomah County Code of Ordinances.

Exhibit D. SEC Overlay Zone Map.

Exhibit E. Orient and Pleasant Home Zone Map.

Required Sign Off (NOTE: electronic check indicates approval)

Department/Agency Director ☒ M. Cecilia Johnson

Agenda Review Team ☐ By: (type name of approver) Date:



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Memorandum

November 22, 2002

To: Multnomah County Board of Commissioners

From: Chuck Beasley, Planner

Subject: West of Sandy River Plan December 5, 2002 Hearing Memorandum

The purpose of this memorandum is to respond to issues or concerns raised during the hearings to date, and to describe changes and decision points to complete the adoption process. The memorandum is organized into four parts. Part A. includes issues or concerns, staff responses and, where appropriate, code changes related to the Significant Environmental Concern (SEC) ordinance. Part B. includes issues or concerns about plan elements that are not SEC related. Part C. is a list of technical corrections that are intended to correct citations or remove notes from earlier ordinance drafts. Part D. contains proposed map changes as a result of site visits by staff. These will be provided to the Board and public at the hearing on December 5. Staff will also provide a "mandates chart" for the Board's information at the hearing.

As a preliminary matter, staff is recommending that the Board adopt the Ordinance to implement the West of Sandy River Plan as an emergency in order to meet the 2040 Plan compliance deadline of December 31, 2002, as stated in Section 10 of the Ordinance. Without the emergency procedure, the Ordinance would not take effect until January 12, 2003. Staff believes that since there are 50 days between the first reading on October 24, and the fourth reading on December 12, that acting to meet the 2040 compliance deadline is reasonable.

Part A.

The following are staff responses to concerns raised about the proposed Significant Environmental Concern (SEC) overlay zone.

1. **Issue or Comment:** Why are we adding the SEC regulations, and what would happen if we didn't adopt them now? What are the problems it is intended to fix?

Staff Response: The County's practice has been to address Statewide Planning Goal 5 during the Rural Area Planning process for the different areas of the county. The result is

that the West Hills, Sauvie Island, and East of Sandy River all have Goal 5 habitat protection programs in place. There is no Goal 5 protection program in the West of Sandy River area other than for the Wild and Scenic Sandy River. The proposed SEC overlay zone implements both a Statewide Planning Goal 5 program, and along with the amended Grading and Erosion Control and Flood Hazard ordinance, satisfies Metro's Title 3 requirements for protection of water quality. This area should already have a Goal 5 plan in place, and the County is working under a compliance extension from Metro for Title 3. If the County does not adopt a program to address Goal 5, there will not be protection of the proposed fish and wildlife habitat under that goal until the next Periodic Review, or until Metro's Goal 5 requirements become effective. The consequences for not complying with a Metro Functional Plan requirement are unclear to staff.

The reason for habitat protection mandates from the federal, state, and regional governments are to arrest and/or reverse what has been describes as a historic, long-term decline in fish and wildlife populations. Goal 5 states that conservation of resources is "for present and future generations. These resources promote a healthy environment and natural landscape that contributes to Oregon's livability."

2. Issue or Comment: Why is the SEC-wr overlay zone 200' wide (each side of stream)?

Staff Response: The 200' stream buffer or impact area was determined by the environmental consultants as described in the Wildlife Habitat and Stream Corridor Economic Social Environmental, and Energy (ESEE) report that is Exhibit B. Pages 36, and 56 through 58 contain the rationale for this distance. They found that the analysis and distance is consistent with Metro at that time based on their analysis of the science of riparian corridor functions and values. Elements taken into account in determining the width include:

- Habitat needs of both fish and terrestrial wildlife

- Title 3 protection requirements

- Metro data about the potential tree height for Multnomah County

At the end of the ESEE report there are two tables that summarize the different studies that have been done for Aquatic Habitat and for Terrestrial Habitat and the buffer widths needed.

3. Issue or Comment: Why does the SEC-wr propose a 200' buffer when this isn't required by the State of Oregon?

Staff Response: The State Administrative Rule for Goal 5 does provide a minimum level of protection for riparian corridors as a "Safe Harbor" that could be applied to any county in the state. These rules do not result in a protection program that complies with Metro Title 3. The rules were also developed prior to listing of salmon in several areas of the state, and are not included in any of the Federal listing decisions as meeting ESA rules for species protection or recovery.

4. Issue or Comment: What can be done on property within the SEC-wr area?

Staff Response: The SEC overlay zone contains requirements that apply in the mapped areas when development is proposed. Landowners are not required to change how these areas are used unless they propose development.

Staff understands that the concerns raised are in part about what limits are placed on the use of land within the 400' wide SEC-wr overlay zone that is mapped along streams in the plan area. The proposed ordinance states at 36.4515(A) that all uses that are permitted under the provisions of the underlying district are allowed on lands in the SEC, but that development is subject to the SEC permit. The term "development" is defined at 36.4510. The potential outcomes of the permit process can be that development would need to occur in a location that is not the preferred one, or that the property owner would need to spend money on re-vegetation (mitigation) within the SEC.

5. Issue or Comment: The proposed SEC overlay zone covers farmland that produces \$12,000 to \$15,000 per acre per year in crops. How are farmers going to be compensated?

Staff Response: The SEC exempts farming practices and agricultural use under 36.4520(A). This means that crop management is not development and therefore not subject to these rules. New buildings for farm use are subject to the rules because they are not farm practices. No compensation for lost crop areas is proposed or needed (also see issue 7).

6. Issue or Comment: The proposed SEC overlay places the burden on those causing the least harm, residential property owners. The effects of runoff from roads and farms has a greater effect on streams.

Staff Response: All of these uses, development, transportation system, and farms can and do impact fish and wildlife habitat. The impacts to fish habitat and water quality from roads has been recognized by the County, and programs to reduce those impacts are in place in some areas such as ditch maintenance, and are developing in others such as culvert/passage improvements. Multnomah County has successfully completed a significant fish passage project on Beaver Creek this year. The WSR plan proposes to not regulate farms for fish habitat, and is not allowed to regulate farm practices for water quality. The Oregon Department of Agriculture is the agency responsible for water quality from farms, and is working to implement a voluntary farm water quality management plan program. Habitat protection and recovery will require long-term effort on the part of all user groups, and the relative effort of those groups will vary.

7. Issue or Comment: The proposed SEC overlay zone is a "taking" of landowner's property rights.

Staff Response: Federal takings law as it relates to ordinances has been evolving since the early 1900's as cases are appealed through the judicial process. To date, judicial decisions have not found that regulations which limit the location, or design, or which impose reasonable development requirements for permits are takings. Recent takings case law related to this issue continues to find that substantial reduction in value by government regulation is necessary for a taking to occur. Staff has been advised by the Assessor's office that for most parcels, the substantial value is in the dwelling right and the developed area of the parcel.

8. Issue or Comment: The conservation easement requirement for mitigation areas in 36.4555(E)(2)(g) is also a "taking."

Staff Response: This section of the proposed ordinance is intended to implement a provision in the Metro Title 3 Model Ordinance to ensure that mitigation areas for off-site mitigation are protected in perpetuity. Protection of mitigation areas both on and off-site should be an element of the ordinance, and they need to be memorialized in a way that potential future buyers of the property can find out about the requirement. However, it is not necessary that this be in the form of a conservation easement, and the ordinance does not require use of conservation easements.

Recommendation: Amend section 36.4555(E)(2)(g) to mirror the provision in the Metro Title 3 Model Ordinance for off-site mitigation by continuing to require a deed restriction. Require that approvals that entail on-site mitigation be recorded in the deed records of the County. The method of recording the decision is a tool that is used in the Columbia River Gorge National Scenic area, and accomplishes the objective of ensuring that mitigation areas are of record.

(g) In order to ensure that on-site mitigation areas are established and maintained, the property owner shall record the mitigation plan approval in the deed records of Multnomah County. In order to ensure that off-site the mitigation areas will be protected in perpetuity, the owner shall cause a deed restriction ~~or other preservation measure, such as a conservation easement,~~ to be placed on the property where the mitigation is required. The deed restriction ~~or other measure~~ shall be irrevocable unless a statement of release is signed by an authorized representative of Multnomah County.

9. Issue or Comment: Why does the SEC protect small creeks that dry up in summer and/or that do not have fish?

Staff Response: A discussion of riparian corridors that includes intermittent streams is included in the ESEE report on page 13. Headwater areas can dry up in summer and are areas that can be important for fish and wildlife habitat because they provide:

Water quality – pollutant and sediment removal
Insect and organic material

The ESEE report contains a summary of the rationale for the significance determination of area streams on page 8. It states that all streams are tributaries of either the Sandy River or Johnson Creek, which both contain salmon listed under the Federal Endangered Species Act. The tributaries all have the potential to provide fish habitat or to affect fish habitat downstream, and they were therefore given a "high" significance rating for fish habitat (also see Fish Habitat on pages 14 and 15 of the ESEE report). The ESEE report also finds that small streams are important to wildlife habitat, and connectivity or the linkage of one stream segment to other stream segments.

10. Issue or Comment: A vote taken during the Planning Commission hearings showed that 95% of the people were opposed to the West of Sandy River Plan. People in the affected area should be allowed to vote on the proposed zoning ordinance.

Staff Response: Staff does not agree that the statement regarding the Planning Commission vote is correct. The only informal vote of citizens that was taken by the Planning Commission was about whether MUA-20 zoned property owners wanted to be rezoned EFU. The vote was not about the entire plan. This vote is reflected in the minutes of the May 6 and Sept. 9 Planning Commission hearings. The process for plan amendments such as the West of Sandy River plan do not require a vote, and voting on zoning plans is uncommon in this state.

11. Issue or Comment: During the Planning Commission hearing process, if someone missed the first two hearings, they were no longer notified by mail of further Planning Commission hearings.

Staff Response: The Planning Commission conducted five hearings on the West of Sandy River plan between January and September of 2002. Notice to all property owners of record in the plan area was mailed for the January, and May hearings. Notice to all property owners potentially affected by the proposed SEC overlay zone was mailed for the June hearing. Notice of the October 24, 2002 Board hearing was provided to all property owners of record in the area.

12. Issue or Comment: Staff is not telling the whole story about what the SEC ordinance does regarding; a) non-native plants, there has been no statement that non-native plants would need to be removed outside of a mitigation area, b) A 400 sq. ft. addition to a house cannot go wherever a person wants – its limited, and c) Casualty loss dwellings cannot be replaced in the same area.

Staff Response: Staff has provided copies of all of the documents and maps that are under consideration to the Board and the public. Staff continues to try and verbally summarize the proposed regulations in a way that is understandable and fair.

a) Non-native plants, nuisance plants: There may be some confusion about the requirements for non-native plants and nuisance plants. The term “non-native plants” should not be used to describe SEC requirements without adding the word “invasive.” The SEC ordinance uses the terms, “invasive non-native or nuisance species,” and “native plant” (both in Table 2), and “nuisance plants” (36.4560(5) SEC-h). The table below is intended to clarify these terms and the requirements for them in the SEC.

Term Used in SEC	Location of Term in SEC Ord.	Action Required
Non-native	Not used	None
Invasive non-native	SEC-wr Table 2, page 5-28	Remove from mitigation areas.
Nuisance	SEC-wr 36.4550(C), pg 5-22	Not used in approved landscape plantings in SEC-wr or SEC-h.
	SEC-wr 36.4555(D)(6), pg5-24	May be removed at any time, replace with non-nuisance plants prior to next growing season.
	SEC-wr 36.4540(7), pg 5-20	Inventory of nuisance plants required.
	SEC-h 36.4560(5), pg 5-30	Not allowed as approved landscaping, control required in cleared areas.
Native	SEC-wr Table 2, pg 5-28	Must be used for mitigation plan.

Other important information about nuisance plants:

- Both native plants and nuisance plants are addressed in the code.
- The approach to nuisance plants is the same as in the West Hills RAP.
- The code requires that they not be used as landscape plantings in the SEC-h and SEC-wr overlay zone under 36.4550(C) (page 5-22), and that nuisance plants must be controlled in cleared areas at 36.4560(5).
- In the SEC-wr overlay, nuisance plants are required to be replaced with native plants in the development area under 36.4555(D)(6).
- Nuisance plants only become an issue when a permit for development is requested.

b) Addition of 400 Square Feet to an Existing Structure: An addition of this size is exempt from an SEC permit under 36.4525(A)(2), unless the addition is proposed to be closer to the protected water feature pursuant to 36.4525(D). In most cases, this gives the applicant choices of designing the house to avoid the permit by not locating closer to the stream, or going through the SEC permit process. If there is no alternative design that would avoid further encroachment, then the applicant would need to meet the Alternatives Analysis provisions of 36.4555(B). The objective of these provisions is in keeping with the overall intent of the SEC Existing Uses section, which is to allow limited improvements or replacement of existing structures under reduced standards in recognition of the pre-existing

status. It is also in keeping with the broader objective of the resource protection program, which is to allow a limited amount of development in SEC-wr areas in exchange for mitigation that restores vegetation to stream areas.

c) Casualty Loss Dwellings: When a dwelling is destroyed by fire or other casualty, it can be replaced within the same foundation lines without an SEC permit under 36.4525(B). This provision also allows expansion of up to 400 square feet from the pre-casualty size.

13. Issue or Comment: What is the relationship between the nuisance plants on Table 1 and the plants regulated by the State of Oregon?

Staff Response: The plants on the Nuisance Plant List in Table 1. (page 5-22), which was developed for the West Hills RAP, number 46 and include some of the species found on both the Metro Native Plant List and on the Oregon Department of Agriculture Noxious Weed List. It is illegal to sell, offer to sell, purchase, or transport plants on this list. Table 1 contains only 10 of the 100 plants on the Noxious Weed list. The table also does not include all of the nuisance or harmful plants on the Metro Native Plant List. Staff recommends revising the SEC to include the plants on both lists and at the same time clarify the meaning of the terms listed in issue 13 above. This can be accomplished by adding a definition to the SEC definitions section, and including the defined plants along with Table 1.

Recommendation: Adopt the following definition into 36.4510(B), and re-designate the definitions following in that section as (C) and (D) accordingly.

(B) Nuisance, invasive non-native and native plants: Nuisance and invasive non-native plants include the those plants listed in the latest edition of the Metro Nuisance Plant List and the Prohibited Plant List, and include those plants listed in the latest edition of the State of Oregon Noxious Weed List. Native plants are those listed in the latest edition of the Metro Native Plant List.

Adopt the following change into the requirements to 36.4550(C) for approved landscaping plans in the SEC-wr and SEC-h.

(C) The following nuisance plants, in addition to the nuisance plants defined in 36.4510, shall not be used as landscape plantings within the SEC-wr and SEC-h Overlay Zone:

14 Issue or Comment: We should look at how close they are building to Kelly Creek in the City of Gresham. Look how close they are building to the streams in the UGB.

Staff Response: City of Gresham staff has advised County staff that the City has only adopted Title 3 requirements as of this fall. Development that is under way at this time has not been subject to Title 3. The City has also not completed the Goal 5 process for streams within its jurisdiction.

15. Issue or Comment: The Planning Commission Resolution does not address changes to Chapter 29. The proposed 10 yard limit will be exceeded by just ordering a truck load of gravel which is probably 12 cubic yards.

Staff Response: Changes to the Grading and Erosion Control and Flood Hazard ordinances have been made to comply with Metro Title 3.

Part B

This section contains a summary of issues or comments received that are not SEC related. Staff response follows the comment summary.

1. Issue or Comment: Metro Parks and Greenspaces October 24, 2002 letter states that the Planning Commission recommendation would require Metro to complete a master plan/comprehensive plan amendment followed by Conditional Use approval for any proposed trail. Metro indicates that the Planning Commission concern for a higher level of public involvement for these uses could be achieved in a more efficient way by only requiring review through the Conditional Use process after notification of a larger area at an earlier time than is otherwise required by the Conditional Use process.

Staff Response: First, staff notes that the requirement for master planning in EFU and MUA-20 zones applies to regional trails rather than to a new trail on a parcel that has an existing park use. These trails can extend for miles, cross or pass many different properties, and intersect roads. The potential and observed impacts from regional trails, and the circumstances under which they should be considered on farmland (EFU and MUA-20 zones) in the WSR plan area were discussed at length by the Planning Commission at their 9/9/02 hearing. A summary of the Planning Commission discussion that is the basis of the proposed language in 36.2630(C) for the EFU zone, and 36.2830(A)(1) for the MUA-20 zone is provided here.

P.C. Action: The trails discussion covered a number of issues including; that there have been situations where the Springwater Trail has had impacts on surrounding land uses, they can attract large numbers of people to unregulated (and uncontrollable i.e. no parking enforcement \$) parking areas, opens up new access points to private property (trespass), trails should be subject to the type and scale consistent with rural area – need to limit a parking area so it doesn't attract 20,000 people per year- want to make sure that there is a process so that people who are affected by the masses don't get overwhelmed. Metro identified a trail corridor in the Beaver Creek area to connect to Oxbow that should have thorough review.

The approach of not allowing accessory uses to trails, parking, in EFU unless it was necessary/alternatives test for the use was suggested. (This was incorporated into the code.)

The consensus was to allow trails in EFU and exception zones only through the master planning process because this is a plan amendment process that gives the best citizen input. CU would then be required for development. Accessory uses to trails must meet a necessary/no alternatives test to be located in EFU. If found to be necessary, the facilities must be of a size and scale consistent with the rural character of the area. In MUA (and other exception zones) accessory uses are allowed when they are of a size and scale consistent with the rural character.

Staff also notes that the County does prepare master plans for bicycle and pedestrian improvements. The transportation portion of the WSR plan includes an updated map of the bikeway and walkway system planned for the area. When adopted, this plan will become part of the County's Comprehensive Framework Plan. The County has not required a conditional use permit for transportation uses within existing road right-of-ways.

Providing a trail alignment through this area should include thorough review. There are not only farming and residential impacts to consider but also significant safety implications at each location where a trail crosses a road. Trail alignments and the location of roadway crossings are critical considerations to provide a safe facility. Cyclists of all ages and abilities use trails and they are often presumed to be the safest type of bikeway, however, accident data shows that without careful consideration for roadway crossings, trails can be far more dangerous than on road bikeways. With travel speeds in the area typically 55 MPH or "base speed rule," meaning they are not posted, trail crossings are particularly critical. The master planning process and subsequent conditional use permit would provide the County with the opportunity to ensure that a safe alignment, and ultimately roadway crossings are developed for the trail.

After discussion with Metro staff, it appears that development of master plans for trails as well as for other park facilities is common in this area. Staff does not recommend reducing the level of review due to the potential impacts discussed above.

Alternatives for review and approval of Regional Trails:

- a. Master Plan adopted into the Comprehensive plan followed by Conditional Use approval, and development permits, Design Review, SEC, GEC or Hillside Development. This is the existing proposal.
- b. Conditional Use using the master plan standards in the Parks OAR as supplementary approval criteria, followed by development permits.
- c. Conditional Use subject to the existing Conditional Use approval criteria, followed by development permits.
- d. Master Plan adopted into the Comprehensive plan, omit the Conditional Use hearing, move Regional Trails to the administrative Review Uses section, followed by development permits including Design Review, SEC, GEC or Hillside Development.

Recommendation: Staff recommends the Board adopt alternative d. This would ensure broad public participation, would allow the Planning Commission and Board to be the decision-makers, while at the same time would shorten the process. Staff will bring the necessary code amendments to the December 5 hearing.

2. Issue or Comment: Metro Parks and Greenspaces October 24, 2002 letter expresses concern about the potential for a precedent to be set for other areas of the county or the region by not allowing state and regional parks on farmland in the WSR plan area. The letter requests reconsideration of the Planning Commission recommendation, or at minimum, amendment of policies 11 and 14 to clarify that the limitation to parks on farmland in WSR is not intended to mean they are inappropriate in other areas of Multnomah County.

Staff Response: The provisions in the plan to limit non-farm uses, including private and public parks, are intended to minimize conflicts to a major farming area of the county from the impacts of nearby urban development. The unique circumstances of the West of Sandy area in terms of the scale of agriculture in the area, the way the agriculture is organized, and the impacts from the urban area are well documented in the plan. The structure of the existing Framework Plan limits applicability of policies developed for the West of Sandy River plan area to that area only. This information is already in the plan, but it can be emphasized by incorporating a statement at the beginning of the plan policies section.

Staff Recommendation: Add the following language as a preamble to the West of Sandy River Plan Policies:

The policies and strategies incorporated into the West of Sandy River Transportation and Land Use Plan are only applicable to the West of Sandy River planning area. In case of land use actions where any conflict occurs between the Framework Plan and the West of Sandy River Plan policies, the West of Sandy River policies will prevail.

3. Issue or Comment: State regulations that do not recognize the unique pattern of farming on parcels less than 80 acres that are also not in Exclusive Farm Use zones, do not recognize the importance of these lands to farming. Instead, these lands are relegated to a “secondary lands” category that places them in the highest category for urbanization. The County should look for ways to protect these lands for farm use.

Staff Response: Staff agrees and believes there is an opportunity, at the state level, for Multnomah County to take a leadership role in addressing this issue. We suggest the Board direct us to prepare a white paper on this subject to circulate for discussion with individual Board members and explore opportunities, through coordination with our Public Affairs Office, for addressing the issue of protecting valuable farmland on the urban edge.

Part C

Technical Corrections. The recommended code changes below are to correct citations that are incorrect, and to remove notes that were placed into early drafts of the code and are no longer needed.

1. Refer to 36.4510 (B) on page 5-16. Omit unneeded parenthetical note “(Title 3).”
2. Refer to 6.4510 (C) on page 5-16. Omit parenthetical note “(Title 3, OAR 141-85-010(2)).”
3. Refer to 36.4520 (E) on page 5-17. Omit note “PC 9/9/02.”
4. Refer to 36.4525(C) on page 5-18. Change (1) to (B) to correct reference to casualty loss structures.
5. Refer to 36.4555(E) on page 5-25. Change (2) to 1. through 5. to correct reference to the required mitigation sequence.
6. Refer to 36.4560 on page 5-30. Renumber (C) to (B) in order to maintain numbering sequence.
7. Refer to Table 2 pages 5-28 and 5-29. Change the parenthetical note under Marginal Corridor and Degraded Corridor to read: (Restoration ~~Enhancement~~ up to “good” corridor required ~~regardless of planned impact or not~~)

Part D

Map Revisions to SEC-h and SEC-wr overlay zones (Exhibit D), and to the Orient zoning map (Exhibit E): Staff will bring a set of map changes to the Board for the December 5 hearing. These are being proposed for individual sites in response to public comment.



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<http://www.co.multnomah.or.us/dscd/landuse>

Memorandum

December 4, 2002

To: Multnomah County Board of Commissioners

From: Chuck Beasley, Planner

Subject: Hearing Memorandum Part B Issue 1: Alternatives for Review of Regional Trails

This memorandum contains the zoning code changes necessary to implement the recommended alternative (alternative d.) identified in Part B Issue 1. on page 9 of the November 22, 2002 Hearing Memorandum for considering regional trails.

Alternative d. recommends:

A Master Plan to be adopted into the Comprehensive plan, while omitting the Conditional Use hearing, and moving Regional Trails to the administrative Review Uses section, and requiring development permits including Design Review, SEC, GEC or Hillside Development.

Zoning Code Change: The changes necessary to implement alternative d. entail removing the use from the Conditional Use section of each of the three zoning districts involved, and re-numbering those code sections. The trails use will then be added to the Review Use section of the zoning districts. Removal of the use from the Conditional Use sections and renumbering of Exhibit C. will be completed for the fourth reading. The language below will be added to the Review Uses sections in each of the listed zones of Exhibit C.

Exclusive Farm Use (EFU)

36.2625(R) 36.2630(C) State or regional trail for which a master plan that is consistent with OAR Division 34 State and Local Park Planning has been adopted into the comprehensive plan. Development of the trail and accessory facilities shall be subject to the provisions for Design Review in 36.7000 through 36.7060, and any other applicable zoning code requirements; approval criteria in 36.6010(A) through (H); and

- (1) Accessory facilities including but not limited to parking areas, may only be allowed in the EFU zone if there is no alternative location in another zone and;
- (2) Accessory facilities which must be located in the EFU zone shall be of a size and scale that is consistent with the rural character of the area.

Multiple Use Agriculture Zone (MUA-20)

36.2825(G) 36.2830(A)(1) State or regional trail for which a master plan that is consistent with OAR Division 34 State and Local Park Planning has been adopted into the comprehensive plan. Development of the trail and accessory facilities shall be subject to the provisions for Design Review in 36.7000 through 36.7060, and any other applicable zoning code requirements. ~~approval criteria in 36.6010(A) through (H).~~ Accessory facilities shall be of a size and scale that is consistent with the rural character of the area.

Rural Residential Zone (RR)

36.3125(G) 36.3130(A)(1) State or regional trail for which a master plan that is consistent with OAR Division 34 State and Local Park Planning has been adopted into the comprehensive plan. Development of the trail and accessory facilities shall be subject to the provisions for Design Review in 36.7000 through 36.7060, and any other applicable zoning code requirements. ~~the approval criteria in 36.6010(A) through (H).~~ Accessory facilities shall be of a size and scale that is consistent with the rural character of the area.

National, State and Regional Mandates Influencing the West of Sandy River Rural Area Plan

Federal regulations affecting the policies and strategies in the West of Sandy River Rural Area that protect our environment for the health and welfare of all people.

Clean Water Act
National Environmental Protection Act
American with Disabilities Act

Clean Air Act
Wild and Scenic Act
Endangered Species Act

19 Statewide Planning Goals have certain economic, social and environmental mandates that local governments must implement to preserve the livability of Oregon.

Those most directly influencing the plan include:

Goal 1 Citizen Involvement
Goal 5 Riparian Corridors and Wildlife Habitat
Goal 11 Public Facilities and Services
Goal 12 Transportation
Goal 14 Urbanization

Metro coordinates some Federal and State mandates to ensure we are working together with the two other Counties and 24 cities in the region.

Title 3 Water Quality Protection
(Habitat pending)

Goals, rules and titles that Multnomah County is currently out of compliance with or compliance is required at the next periodic review:

Goal 5
Goal 12
Unincorporated Communities Rule
Title 3



MULTNOMAH COUNTY
LAND USE PLANNING DIVISION
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<http://www.co.multnomah.or.us/dscd/landuse>

Memorandum

December 2, 2002

To: Multnomah County Board of Commissioners

From: Chuck Beasley, Planner

Subject: Hearing Memorandum Part D: Map Revision Recommendations for Individual Properties

The following are staff responses to requests for map changes from property owners, and in response to site specific testimony about the plan from the 10/24/02 and 10/28/02 Board hearings. Section 1 of this memorandum includes recommended SEC overlay zone map changes. Section 2 contains staff responses to testimony about individual sites where a map change was not requested. Section 3 contains a recommended map change to the Orient zoning map in response to the property owner's request. In summary, there were seven site visits that resulted in the five map changes recommended here. Four of the changes are adjustments to the SEC overlay zone map which is Exhibit D. of the ordinance, and one is a change to the Orient zoning map in Exhibit E.

This memorandum represents Part D. of the November 22, 2002 Hearing Memorandum. Approval of these changes is intended to amend Exhibits A., B., D. and E. of the West of Sandy River Plan adopting ordinance.

Key to Figures: In the figures below, changes to the stream location are indicated by a heavy dashed line. The original stream location and overlay zone remains on the map for reference. Approval of these changes will result in adjustment of the SEC-wr overlay zone boundary to 200' from the new beginning point of the stream. The areas of the SEC-h overlay zone change and the Orient zone change are shown within dashed lines.

SECTION 1- Recommended Changes to the SEC Overlay Zone Map Exhibit D.

Site #1: Jim Craft

Property Location: 7320 SE Telford Rd.

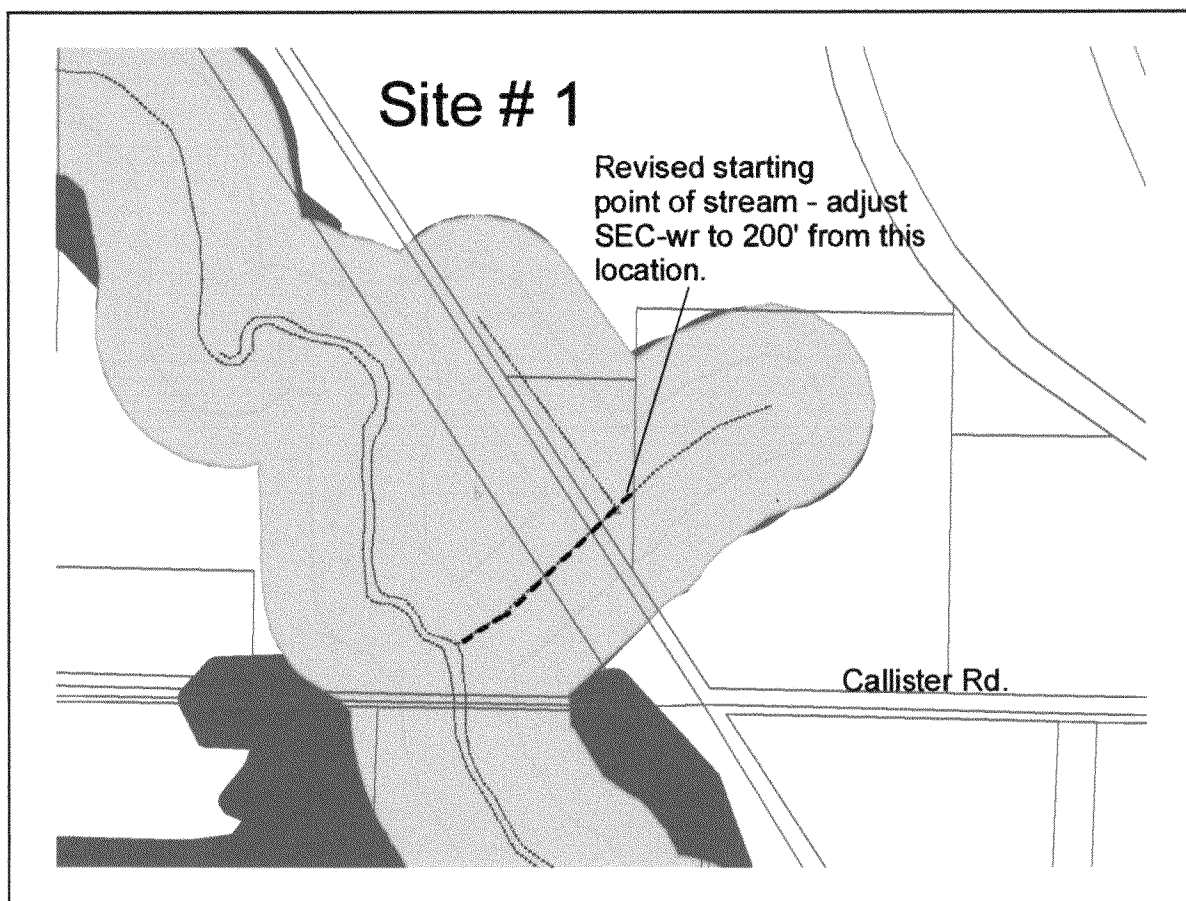
Property id: R993230030

Zone: Exclusive Farm Use

Issue: Mr. Craft is concerned that the creek that is mapped on his property is really a “man-made” drainage ditch and should not be mapped as a stream. He requests removal from SEC overlay zone.

Staff Response: Staff met with Mr. Craft on the property 10/30/02. The subject property is at the bottom of a gently sloping hillside that had a drainage area which continued into the Hwy 26 right-of-way prior to construction of the highway. The existing ditch or stream is within a defined drainage swale which feeds into a short section of roadside ditch along Telford Rd. and then to Johnson Creek approximately 350’ west. There is a group of shrubs and small trees approximately 75’ east of the Telford right-of-way, and well developed herbaceous plants along the stream bed and in the ditch. It is not possible to tell exactly where the original stream channel started given the stated alteration of the swale, it is clear that at this time that the area starting at the group of shrubs qualifies as a stream and is connected to Johnson Creek.

Recommended Action: Staff recommends that the Board of County Commissioners adopt the proposed amendment to Exhibits A., B., and D. to change the beginning of the stream to a point that is 75’ northeast of the property line as shown on Site #1 below. Mr. Craft indicated that this was acceptable to him.



Site #2: Gus Miller

Property Location: Jackson Rd. east of SE 302nd

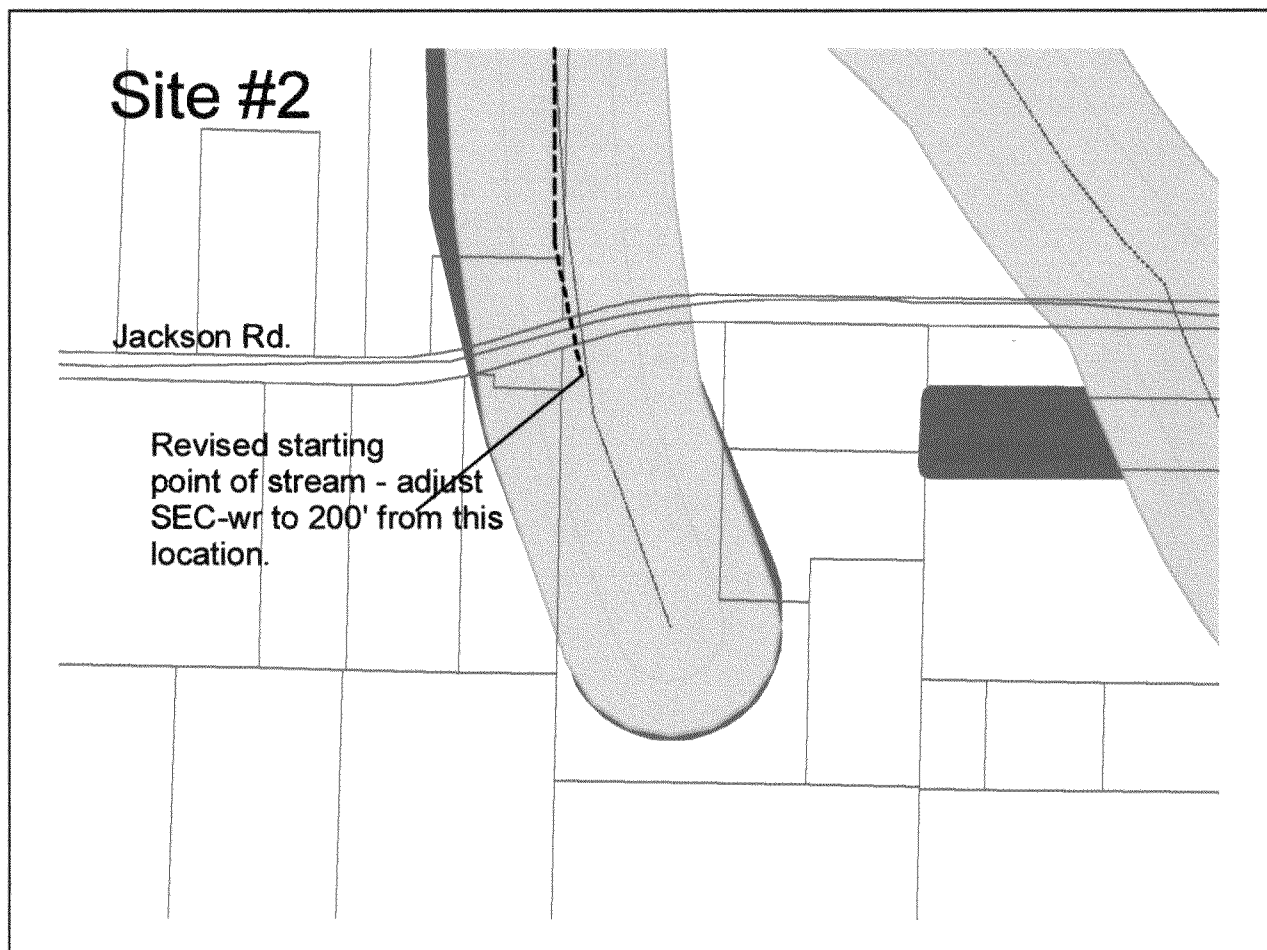
Property id: R994201730

Zone: Multiple Use Agriculture-20

Issue: Mr. Miller asked for a reassessment of the SEC-wr overlay zone on his property.

Staff Response: Staff visited the property on 10/30/02. The property is cleared and has a swale running from south to north. This swale is mapped as a stream which begins approximately 285' from the south property line. The water drains to a catch basin under Jackson Road, and forms an incised channel approximately 100' north of the right-of-way. There is a defined channel 30' south of the property line on the subject property.

Recommended Action: Staff recommends that the Board of County Commissioners adopt the proposed amendment to Exhibits A., B., and D. to change the beginning of the stream to a point that is 30' south of the property line as shown on Site #2 below.



Site #3: John Hall

Property Location: 2946 SE 302nd Ave.

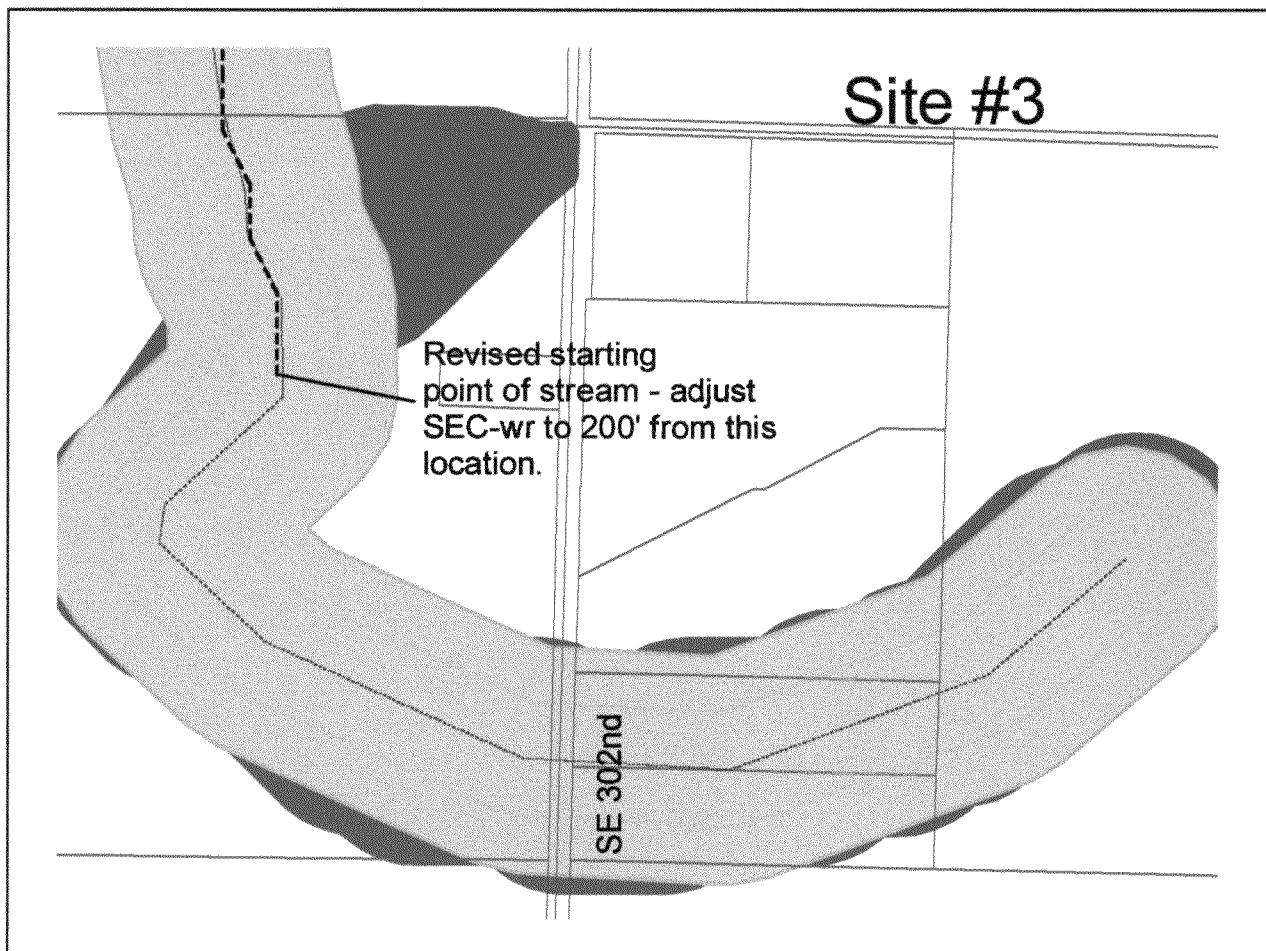
Property id: R994080290

Zone: Exclusive Farm Use

Issue: Mr. Hall stated at the 10/28/02 Board hearing that the stream on the property is intermittent.

Staff Response: Staff met with James Burns who is the adjacent property owner to the west on 10/30/02. The area that includes Mr. Burns and Mr. Hall's properties is at the top of a ridge and has slopes that are generally less than 5% in most areas. The stream is not a defined channel in this area perhaps due to the cultivation of the ground for farming and the gentle slopes, but appears to flow in a broad swale. An incised stream channel does begin 500' north of the north property line of the Burns parcel on the south side of the farm access road. Staff and Mr. Burns agreed that this is where the stream should start. This would remove the overlay zone from Mr. Hall's property.

Recommended Action: Staff recommends that the Board of County Commissioners modify the SEC-wr overlay zone and adopt the proposed amendment to Exhibits A., B., and D. as shown on Site #3 below.



Site #4: John Winters

Property Location: 4306 SE 322nd Ave.

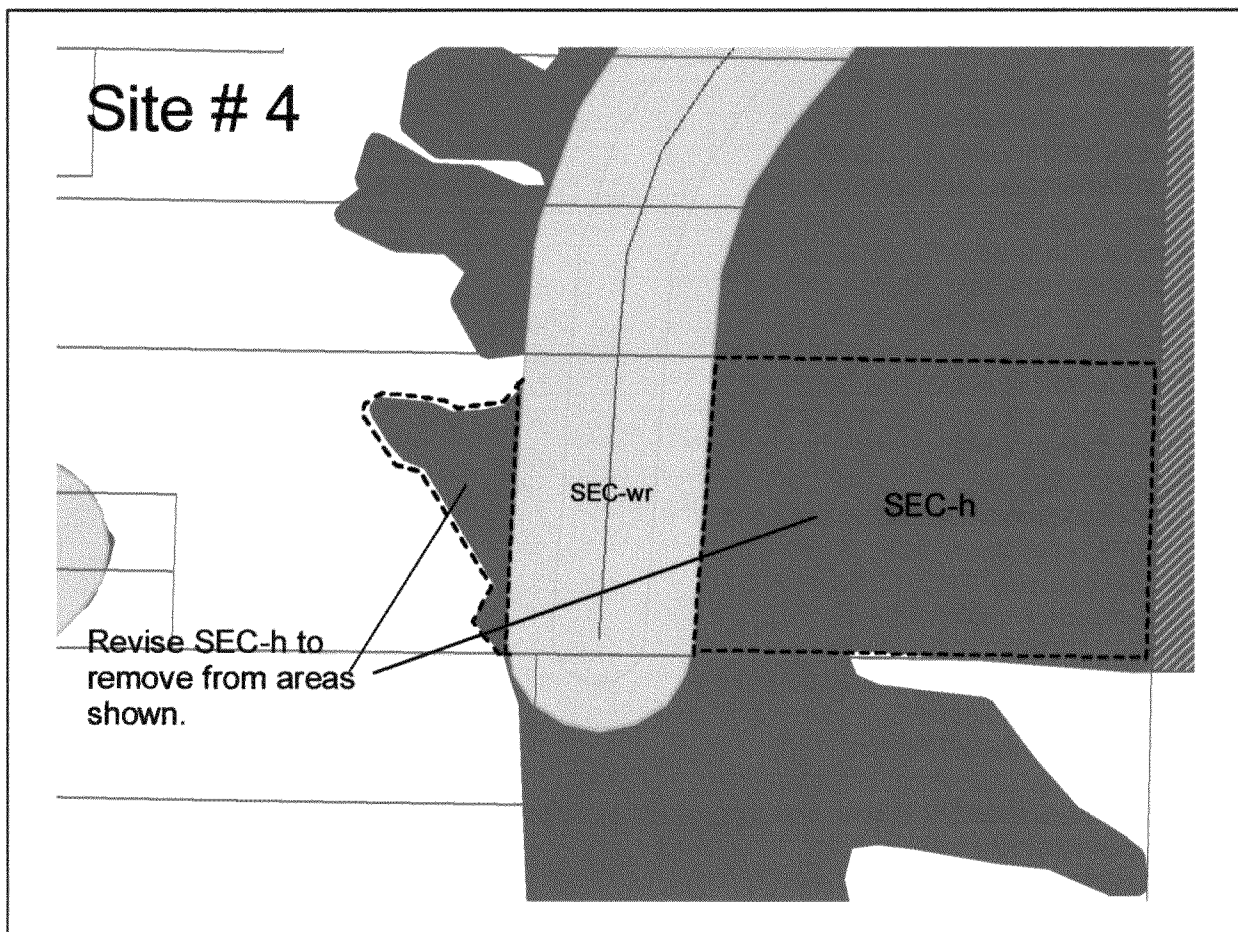
Property id: R994090120

Zone: Exclusive Farm Use

Issue: Mr. Winters requested earlier in the process that the Planning Commission remove the SEC-h overlay from this property because he had recently cleared the property and converted it to farming. The Planning Commission deferred a decision to the Board pending evidence the property had been converted.

Staff Response: Staff met Mr. Winters on the property 10/30/02. The property has been cleared of trees and stumps and a subsurface field drain system was in the process of being installed at that time. Substantial investment has been made to convert this property to farm use.

Recommended Action: Staff recommends that the Board of County Commissioners adopt the proposed amendment to Exhibits A., B., and D. to remove the SEC-h overlay zone from the subject parcel.



SECTION 2- SEC Related Site Visits Not Involving a Map Change Request

Property Owner: Dave Ferron

Property Location: 34038 SE Francis Rd.

Property id: R994090290

Zone: Rural Residential

Issue: Mr. Ferron requested a site visit for an assessment of how the SEC-wr overlay would affect his property and his future development plans.

Staff Response: Staff met him on the property 10/30/02, and discussed how the proposed SEC-wr overlay would affect his property. The stream is within an incised corridor that contains a range of native over story and under story plants. English ivy is encroaching into the property from the northeast portion. The mapped resource area does meet the significance criteria, and the owner does not contest that. No change to the SEC overlay zone was requested or recommended for this property.

Property Owner: Warren & Christine Howell
Lusted Rd.

Property Location: 29014 SE

Property id: R994181030

Zone: MUA-20

Issue: Mr. and Mrs. Howell submitted a letter indicating that the mapped stream on their property is a "drainage ditch" that begins approximately ½ mile away at Barlow High School.

Staff Response: Staff met the owners on the property on November 11 for the purpose of assessing the water feature. Staff found that there was a substantial amount of water running in the creek at that time. The creek is within a narrow treed corridor that contains a mix of native and invasive understory vegetation. Staff finds that the stream contributes to downstream water quality and is significant under the significance criteria in the ESEE. No change to the SEC overlay zone was requested or recommended.

SECTION 3- Recommended Change to the Orient Zoning Map Exhibit E.

Site #5: Susan Lorain

Property Location: 1S4E20CB -01100

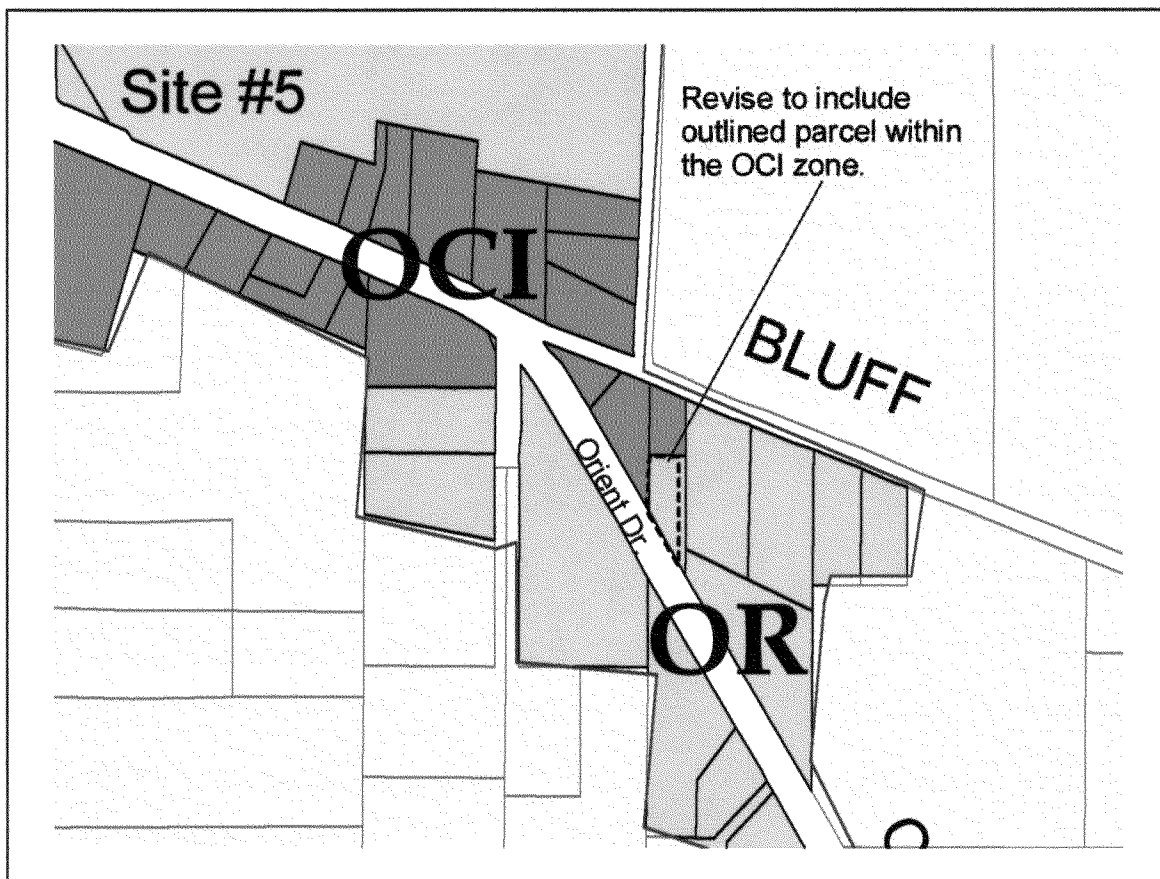
Property id: R994201010

Zone: Proposed OR Orient Residential

Issue: Ms. Lorain requested a change on the parcel from proposed residential to Orient Commercial/Industrial (OCI). Her reasons are that the parcel is .37 acres in size, has failed a soil test for on-site sanitation, and is adjacent on the west and north to a group of small parcels that are proposed to be zoned OCI.

Staff Response: Staff agrees that this parcel by itself, is not likely to be suitable for a use, and together with the adjacent small parcels proposed for OCI zoning might support a commercial use as intended for this location.

Recommended Action: Staff recommends that the Board of County Commissioners adopt the proposed amendment to Exhibit E. below to add the parcel indicated to the OCI zone.



BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

Adopting The West Of Sandy River Rural Area Transportation And Land Use Plan And Wildlife Habitat And Stream Corridor ESEE Report As Part Of The Multnomah County Comprehensive Framework Plan, Zoning Code Chapter 36 As Part Of The Multnomah County Code Of Ordinances Volume II: Land Use, And Zoning Map Amendments In Continuation Of The County Rural Area Planning Program And The Reorganization Efforts Of Ordinance Nos. 910 And 953 To Revise, Amend, Restate, Codify And Repeal Certain Existing Code Provisions, And Declaring An Emergency

The Multnomah County Board of Commissioners Finds:

- a. Chapter 11.05 Planning Authority was adopted by Ordinance 133 on October 19, 1976 [and as subsequently amended].
- b. Chapter 11.10 Comprehensive Plan was adopted by Ordinance 147 on September 6, 1977 [and as subsequently amended].
- c. Chapter 11.12 Annexation Policy was adopted by Ordinance 163 on May 11, 1978 [and as subsequently amended].
- d. Chapter 11.15 Zoning Regulations. Multnomah County first adopted zoning regulations on May 26, 1953, on an interim basis. A permanent ordinance was enacted for the North-Central portion of the County on April 19, 1955, and successive geographic areas were added until the entire unincorporated County had permanent zoning on December 11, 1958. (Interim regulations, adopted August 15, 1955, applied to those areas awaiting permanent zoning). On November 15, 1962, the permanent zoning ordinance was re-enacted for the entire unincorporated County as Ordinance No. 100. Ordinance No. 100 underwent several amendments over the years, the last of which was its codification as Chapter 11.15 of the Multnomah County Code on March 23, 1982 through Ordinance No. 300. Since that date, Chapter 11.15 has undergone amendments, in which various sections and subsections have been added, repealed, modified, or renumbered.
- e. Chapter 11.45 Land Division was adopted by Ordinance 174 on September 19, 1978 [and as subsequently amended].
- f. 1990 Code. The last periodic comprehensive review of code provisions relating to zoning and land use occurred in 1990 (1990 Code). On February 2, 1990, Ordinances 641, 642 and 643 were adopted amending MCC Chapters 11.05, 11.45 and 11.15 respectively, to comply with the periodic review requirements of the Oregon Department of Land Conservation and Development.
- g. Ordinance No. 910 adopted on June 25, 1998, enacted a revision of Multnomah County Codes and Ordinances that established a Volume I: General Code and set up the framework for a future Volume II: Land Use within a renumbered and reformatted Code of Ordinances. The extensive organization and numbering changes that were necessary to adapt the existing land use code chapters into a new Volume II prompted the initiation of a proposal to further reorganize

Volume II into a format that recognized and further implemented the Rural Plan Area Planning Program.

h. Ordinance No. 953 adopting Volume II: Land Use on November 30, 2000, in consideration of the Rural Area Planning Program, contains separate Zoning Ordinances for each of the recognized Rural Area Plans: Chapter 33 West Hills; Chapter 34 Sauvie Island / Multnomah Channel; Chapter 35 East of Sandy River; Chapter 38 Columbia River Gorge National Scenic Area; and provides for Chapter 36 West of Sandy River.

i. This ordinance adopts the new Chapter 36 West of Sandy River Rural Area Plan that replaces Chapter 11.15 for the West of Sandy River area in continuation of this Zoning Code reorganization effort.

j. For the remaining time that Multnomah County has jurisdictional planning responsibility for a few discrete unincorporated urban areas within the Urban Growth Boundary MCC 11.05 Planning Authority, 11.10 Comprehensive Plan, 11.12 Annexation Policy, 11.15 Zoning Ordinance and 11.45 Land Division (all 1990 Code) will continue to be applicable to those areas only.

The Multnomah County Board of Commissioners Ordains as Follows:

Section 1. The West of Sandy River Rural Area Transportation and Land Use Plan attached as Exhibit A., which contains the Transportation System Plan for the area and land use policies is adopted as a portion of the Multnomah County Comprehensive Framework Plan.

Section 2. The Wildlife Habitat and Stream Corridor ESEE Report attached as Exhibit B., which contains the inventory of wildlife resources in the plan area, the analysis of the potential impacts to those resources from development, and that supports the decision to limit conflicting uses, is adopted into the Multnomah County Comprehensive Framework Plan.

Section 3. Chapter 36, West of Sandy River Rural Plan Area of the Multnomah County, Oregon Code of Ordinances, Volume II: Land Use attached as Exhibit C. is enacted as the general and permanent land use law of Multnomah County applicable to the geographic area of that rural area plan.

Section 4. The following Sectional Zoning Maps are amended to apply the SEC overlay zone in order to protect the significant riparian corridors and wildlife habitat as described in the ESEE Report, and as shown on Map 1 therein, and as shown on the Significant Environmental Concern Overlay Zone Map in Exhibit D: 543, 544 & 545, 597 & 598, 603 & 604, 610, 624 – 628, 630 – 634, 651, 671 – 674, 679, 683 – 686, 688 – 691, 692 – 699, 700 & 701, and 703 – 717.

Section 5. The following Sectional Zoning Maps are amended by replacing the RC designation with the designations of OR and OCI in the Orient community, and PH-RC in the Pleasant Home community as shown on the zoning map attached as Exhibit E: 628, and 703 – 709.

Section 6. Except as provided in Section 7, all prior ordinances and codes relating to land use in the West of Sandy River Rural Plan geographic area are repealed from the effective date of this ordinance, except as they are included and reenacted in whole or in part in this Code. This repeal shall not affect any offense committed or penalty incurred or any right established prior to the effective date of this ordinance. This repeal shall not affect any other ordinance of special nature or pertaining to subject not contained in or covered by the Code.

Section 7. Until repealed, replaced, or superceded by subsequent code chapter provisions adopted after this ordinance, the existing Multnomah County Land Use Ordinances, also known as 1990 Code Chapters 11.05 Planning Authority, 11.10 Comprehensive Plan, 11.12 Annexation Policy, 11.15 Zoning Ordinance, and 11.45 Land Division shall remain in effect except Chapter 37 shall apply for all properties within the unincorporated area of Multnomah County within the Urban Growth Boundary, for all Columbia River Islands within the planning jurisdiction of Multnomah County that are outside the Columbia River Gorge National Scenic Area.

Section 8. The Code shall be presumptive evidence in all courts and places of the ordinances and all provisions, sections, penalties and regulations contained therein, and of the date of enactment. The Code also shall be presumptive evidence that it has been properly enacted, signed, attested and published, and that all public notices and hearings requirements have been met.

Section 9. Time extension for submittal of applications for Design Review, Hillside Development Permits, and Grading and Erosion Control Permits for certain Type II and III decisions. A time extension until January 1, 2004 shall be allowed for submitting applications for Design Review, Hillside Development Permits, and Erosion Control Permits under the applicable provisions of MCC 11.15 and MCC 29.300. Those applications shall be "follow-up applications" to developments already approved as Type II or III decisions in which application for the development was submitted prior to January 1, 2003 and the approval has not expired under the provisions of MCC 37.0690, 37.0700, or 37.0750.

Section 10. An emergency is declared in order to comply with the intergovernmental agreement with Metro to be in compliance with the 2040 Plan by December 31, 2002. Under section 5.50 of the Charter of Multnomah County, this ordinance will take effect on January 1, 2003.

FIRST READING:	<u>October 24, 2002</u>
SECOND READING:	<u>October 31, 2002</u>
THIRD READING	<u>December 5, 2002</u>
FOURTH READING AND ADOPTION:	<u>December 12, 2002</u>

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By Sandra N. Duffy, Assistant County Attorney

BOGSTAD Deborah L

From: BEASLEY Charles H
Sent: Thursday, December 12, 2002 9:11 AM
To: BOGSTAD Deborah L
Cc: RYAN Matthew O
Subject: FW: technical correction

Importance: High

-----Original Message-----

From: MUIR Susan L
Sent: Thursday, December 12, 2002 8:59 AM
To: BEASLEY Charles H
Subject: technical correction
Importance: High

It has come to our attention that there is an inadvertant error in Section 4 of the Ordinance on p. 2. Section 4 contains a list of over 40 sectional zoning maps that are amended by this action today. We have double checked the ordinance and discovered that 6 sectional zoning maps were left off of that list, although the maps that have been attached, discussed and noticed have always included the geographic areas covered by the 6 sectional zoning maps. We need to request an amendment to the motion to add the 6 sectional zoning maps to Section 4 of the ordinance.

This is a technical correction that we have discussed this morning with Tom Sponsler and do not constitute a substantial change and do not require an additional reading.

The map numbers that need to be added to Section 4 of the ordinance are: **[BEASLEY Charles H]** 586, 592, and 667 through 670.



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e11-26-02.doc...

(Deb, We are sooo sorry for this last minute detail. We are bringing amended copies of the Ordinance with us to the hearing)

**MULTNOMAH COUNTY OREGON**

DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES
LAND USE PLANNING DIVISION
1600 SE 190TH AVE., SUITE 116
PORTLAND, OREGON 97233
(503) 988-3043 (503) 988-3389 FAX
land.use.planning@co.multnomah.or.us

BOARD OF COUNTY COMMISSIONERS

DIANE LINN	- CHAIR OF THE BOARD
MARIA ROJO DE STEFFEY	- DISTRICT 1 COMMISSIONER
SERENA CRUZ	- DISTRICT 2 COMMISSIONER
LISA NAITO	- DISTRICT 3 COMMISSIONER
LONNIE ROBERTS	- DISTRICT 4 COMMISSIONER

FACSIMILE TRANSMITTALTo: JaneFax #: 83377From: StuartFax #: (503) 988-3389Date: 12/11/02Total Pages: 3Regarding: Memo for BCCComments: Jane, Thank you for your help. Pleasedeliver 20 Copies to Susan in the Board roomprior to 10:15 !Thanks a million!Stuart



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Memorandum

Date: December 9, 2002

To: Multnomah County Board of Commissioners

From: Chuck Beasley, Planner *CB*
April Siebenaler, Transportation Planner *AS*

Subject: Review of Regional Trails

This memorandum is intended to more fully explain the staff recommendation that regional trails should be considered through the master plan and comprehensive plan amendment process rather than as a conditional use in the West of Sandy River Plan (WSR) area. One of the fundamental objectives of the WSR plan is to protect the farm economy of this unique area from conflicting non-farm uses. The zoning code attempts to further this policy choice by limiting non-farm uses to a type and scale needed to serve the rural area, and to not allow other uses due to their expected impacts on farming. Regional trails have been included in the list of uses which might be able to be located in farming areas of WSR in a manner that farming is not further disrupted.

At the first reading of the Ordinance, the Board heard testimony from Metro that they would like the County to consolidate the master plan and Conditional Use (CU) process into one, so that only one public hearing would be required to approve regional trails. At the third reading, the staff made a recommendation that we believed to be a compromise that serves the County's and Metro's interests. That compromise is detailed in the December 4, 2002 memo, and is a streamlined process that provides for one public hearing process and one administrative (staff) review.

The process recommended by staff is for a comprehensive plan amendment which includes a public hearing before the Planning Commission and a public hearing before the Board. This is the same process we follow for other plan amendments. The second step of the process recommended by County staff involves administrative review where the Planning Director issues the initial decision. This could be appealed to a hearings officer, and then to the state Land Use Board of Appeals (LUBA). County staff believes an appeal from an administrative decision is less likely if adequate public involvement occurs during the development of the Master Plan.

The circumstances and issues outlined below are what lead staff to believe that consideration of regional trails in WSR is best done with the kind of public involvement and exercise of policy judgment inherent in the plan amendment process.

- **Rural Representation** - Metro has testified that their public process to adopt the Master Plan should suffice for public involvement. However, rural property owners and communities outside the Metro jurisdictional boundary do not have representation on the Metro Council. Involving the Multnomah County Board in the Master Plan approval process will give representation to the affected rural communities and residents. It is also important to remember that the Board has been removed from the appeal process for Conditional Use permits, therefore the County Hearings Officer would be the only local decision maker.
- **Broad Scope** - Regional trails are unique in that they may cross multiple property lines and provide new access points for the general public where none had been before. That is distinctly different from other examples of actions that are processed as conditional uses. Consider for example, the establishment of a regional trail of several miles in length versus changing a building from a commercial feed store to a restaurant (which would only require a CU hearing). Regional trails also impact more residents of the area and have an impact on the County's liability on our roadways.
- **Safety** - Regional trails are likely to cross roadways. At a minimum the County traffic engineer needs to be involved in the process to help evaluate proposed locations where the trail will cross County roadways. Road width, grade, sight distance, and signing issues are best addressed prior to property being purchased to ensure that a safe crossing can be provided and that no undue expenses will be incurred by the County to change its roads to accommodate the trail crossing.
- **Off Site Facilities** - There will undoubtedly be some demand for parking at trailheads. If parking is not provided on a lot, there could be a demand for parking along the shoulder of the county road. The County already has an issue on Gordon Creek Road across the river from Oxbow Park. We have almost ½ mile of shoulder posted for no parking. Will we end up with that at every road crossing?
- **Staff** has discussed the process used in both Clackamas County and Washington County with representatives of those agencies. Neither county has yet approved a regional trail through EFU that isn't on a predefined right-of-way (like an old rail corridor). Staffs from both agencies believe that for trails in new corridors, a Master Plan must be prepared and then followed by development permits.

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e. Chapter 11.45 Land Division was adopted by Ordinance 174 on September 19, 1978 [and as subsequently amended].

f. 1990 Code. The last periodic comprehensive review of code provisions relating to zoning and land use occurred in 1990 (1990 Code). On February 2, 1990, Ordinances 641, 642 and 643 were adopted amending MCC Chapters 11.05, 11.45 and 11.15 respectively, to comply with the periodic review requirements of the Oregon Department of Land Conservation and Development.

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h. Ordinance No. 953 adopting Volume II: Land Use on November 30, 2000, in consideration of the Rural Area Planning Program, contains separate Zoning Ordinances for each of the recognized Rural Area Plans: Chapter 33 West Hills; Chapter 34 Sauvie Island / Multnomah Channel; Chapter 35 East of Sandy River; Chapter 38 Columbia River Gorge National Scenic Area; and provides for Chapter 36 West of Sandy River.

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Section 2. The Wildlife Habitat and Stream Corridor ESEE Report attached as Exhibit B., which contains the inventory of wildlife resources in the plan area, the analysis of the potential impacts to those resources from development, and that supports the decision to limit conflicting uses, is adopted into the Multnomah County Comprehensive Framework Plan.

Section 3. Chapter 36, West of Sandy River Rural Plan Area of the Multnomah County, Oregon Code of Ordinances, Volume II: Land Use attached as Exhibit C. is enacted as the general and permanent land use law of Multnomah County applicable to the geographic area of that rural area plan.

Section 4. The following Sectional Zoning Maps are amended to apply the SEC overlay zone in order to protect the significant riparian corridors and wildlife habitat as described in the ESEE Report, and as shown on Map 1 therein, and as shown on the Significant Environmental Concern Overlay Zone Map in Exhibit D: 543, 544 & 545, 586, 592, 597 & 598, 603 & 604, 610, 624 – 628, 630 – 634, 651, 667 – 674, 679, 683 – 686, 688 – 691, 692 – 699, 700 & 701, and 703 – 717.

Section 5. The following Sectional Zoning Maps are amended by replacing the RC designation with the designations of OR and OCI in the Orient community, and PH-RC in the Pleasant Home community as shown on the zoning map attached as Exhibit E: 628, and 703 – 709.

Section 6. Except as provided in Section 7, all prior ordinances and codes relating to land use in the West of Sandy River Rural Plan geographic area are repealed from the effective date of this ordinance, except as they are included and reenacted in whole or in part in this Code. This repeal shall not affect any offense committed or penalty incurred or any right established prior to the effective date of this ordinance. This repeal shall not affect any other ordinance of special nature or pertaining to subject not contained in or covered by the Code.

Section 7. Until repealed, replaced, or superseded by subsequent code chapter provisions adopted after this ordinance, the existing Multnomah County Land Use Ordinances, also known as 1990 Code Chapters 11.05 Planning Authority, 11.10 Comprehensive Plan, 11.12 Annexation Policy, 11.15 Zoning Ordinance, and 11.45 Land Division shall remain in effect except Chapter 37 shall apply for all properties within the unincorporated area of Multnomah County within the Urban Growth Boundary, for all Columbia River Islands within the planning jurisdiction of Multnomah County that are outside the Columbia River Gorge National Scenic Area.

Section 8. The Code shall be presumptive evidence in all courts and places of the ordinances and all provisions, sections, penalties and regulations contained therein, and of the date of enactment. The Code also shall be presumptive evidence that it has been properly enacted, signed, attested and published, and that all public notices and hearings requirements have been met.

Section 9. Time extension for submittal of applications for Design Review, Hillside Development Permits, and Grading and Erosion Control Permits for certain Type II and III decisions. A time extension until January 1, 2004 shall be allowed for submitting applications for Design Review, Hillside Development Permits, and Erosion Control Permits under the applicable provisions of MCC 11.15 and MCC 29.300. Those applications shall be "follow-up applications" to developments already approved as Type II or III decisions in which application for the development was submitted prior to January 1, 2003 and the approval has not expired under the provisions of MCC 37.0690, 37.0700, or 37.0750.

Section 10. An emergency is declared in order to comply with the intergovernmental agreement with Metro to be in compliance with the 2040 Plan by December 31, 2002. Under section 5.50 of the Charter of Multnomah County, this ordinance will take effect on January 1, 2003.

FIRST READING:	<u>October 24, 2002</u>
SECOND READING:	<u>October 31, 2002</u>
THIRD READING	<u>December 5, 2002</u>
FOURTH READING AND ADOPTION:	<u>December 12, 2002</u>

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By Sandra N. Duffy, Assistant County Attorney

#1.

MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk

This form is a public record

MEETING DATE: 12/12/02

SUBJECT: West Sandy River Plan

AGENDA NUMBER OR TOPIC: R-4

FOR: _____ AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: Richard Benner

ADDRESS: 600 NE Grand Metro

CITY/STATE/ZIP: Portland

PHONE: _____

DAYS: _____

EVES: _____

EMAIL: _____

FAX: _____

SPECIFIC ISSUE: _____

WRITTEN TESTIMONY: ATTACHED

IF YOU WISH TO ADDRESS THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

December 12, 2002

TO: Multnomah County Board of Commissioners
FROM: Metro Regional Parks and Greenspaces
SUBJECT: West of Sandy River (WSR) Rural Area Plan – Regional Trails

At your December 5, 2002, meeting, you asked Metro Regional Parks and Greenspaces to work further with your Planning Department to develop a process that would accomplish the objectives of both the county and Metro. Below is proposed language for each of the zoning districts that builds upon an idea discussed between us in the past week. The proposal is that the county review an application for a trail under the county's conditional use process, but only if the trail is part of a master plan adopted by State Parks and Recreation (if the state is the applicant) or Metro (if Metro is the applicant). There would be no requirement that the county amend its comprehensive plan to include the State Parks or Metro master plan.

We will be happy to discuss this proposal more fully with you and the Planning Department. We prepared the language below because we know you are striving to meet an end-of-year deadline for completion of the WSR plan.

Section 36.2030 CONDITIONAL USES (CFU)

(10) State or regional trail included in a master plan adopted by the responsible state or regional agency pursuant to its guidelines for master plans. Development of the trail and accessory facilities shall be subject to the approval criteria in 36.6010(A) through (H). Accessory facilities shall be of a size and scale that is consistent with the rural character of the area.

Section 36.2630 CONDITIONAL USES (EFU)

(C) State or regional trail [for which a master plan that is consistent with OAR Division 34 State and Local Park Planning has been adopted into the comprehensive plan] included in a master plan adopted by the responsible state or regional agency pursuant to its guidelines for master plans. Development of the trail and accessory facilities shall be subject to the approval criteria in 36.6010(A) through (H) and

- (1) Accessory facilities, including but not limited to parking areas, may be allowed in the EFU zone only if there is no alternative location in another zone; and
- (2) Accessory facilities which must be located in the EFU zone shall be of a size and scale that is consistent with the rural character of the area.

Section 36.2830 CONDITIONAL USES (MUA)

(A) The Community Service Uses listed in 36.6015 pursuant to the provisions of MCC 36.6000 through 36.6230; and

(1) State or regional trail [for which a master plan that is consistent with OAR Division 34 State and Local Park Planning has been adopted into the comprehensive plan] included in a master plan adopted by the responsible state or regional agency pursuant to its guidelines for master plans. Development of the trail and accessory facilities shall be subject to the approval criteria in 36.6010(A) through (H). Accessory facilities shall be of a size and scale that is consistent with the rural character of the area.

Section 36.3130 CONDITIONAL USES (RR)

(A) The Community Service Uses listed in 36.6015 pursuant to the provisions of MCC 36.6000 through 36.6230; and

(1) State or regional trail [for which a master plan that is consistent with OAR Division 34 State and Local Park Planning has been adopted into the comprehensive plan] included in a master plan adopted by the responsible state or regional agency pursuant to its guidelines for master plans. Development of the trail and accessory facilities shall be subject to the approval criteria in 36.6010(A) through (H). Accessory facilities shall be of a size and scale that is consistent with the rural character of the area.

#2

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk

*****This form is a public record*****

MEETING DATE: 12 DEC 02

SUBJECT: WEST OF SANDY RIVER PLAN

AGENDA NUMBER OR TOPIC: R4

FOR: _____ AGAINST: ☒ THE ABOVE AGENDA ITEM

NAME: BOB LEIPPER

ADDRESS: 30722 NE LAMPERT

CITY/STATE/ZIP: TROUTDALE, OR 97060

PHONE: DAYS: 503-695-5276

EVES: _____

EMAIL: mr-leipper@msn.com

FAX: _____

SPECIFIC ISSUE: accountability

WRITTEN TESTIMONY: NO

IF YOU WISH TO ADDRESS THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 1001

Adopting the West of Sandy River Rural Area Transportation and Land Use Plan and Wildlife Habitat and Stream Corridor ESEE Report as Part of the Multnomah County Comprehensive Framework Plan, Zoning Code Chapter 36 as Part of the Multnomah County Code of Ordinances Volume II: Land Use, and Zoning Map Amendments in Continuation of the County Rural Area Planning Program and the Reorganization Efforts of Ordinance Nos. 910 and 953 to Revise, Amend, Restate, Codify and Repeal Certain Existing Code Provisions, and Declaring an Emergency

The Multnomah County Board of Commissioners Finds:

- a. Chapter 11.05 Planning Authority was adopted by Ordinance 133 on October 19, 1976 [and as subsequently amended].
- b. Chapter 11.10 Comprehensive Plan was adopted by Ordinance 147 on September 6, 1977 [and as subsequently amended].
- c. Chapter 11.12 Annexation Policy was adopted by Ordinance 163 on May 11, 1978 [and as subsequently amended].
- d. Chapter 11.15 Zoning Regulations. Multnomah County first adopted zoning regulations on May 26, 1953, on an interim basis. A permanent ordinance was enacted for the North-Central portion of the County on April 19, 1955, and successive geographic areas were added until the entire unincorporated County had permanent zoning on December 11, 1958. (Interim regulations, adopted August 15, 1955, applied to those areas awaiting permanent zoning). On November 15, 1962, the permanent zoning ordinance was re-enacted for the entire unincorporated County as Ordinance No. 100. Ordinance No. 100 underwent several amendments over the years, the last of which was its codification as Chapter 11.15 of the Multnomah County Code on March 23, 1982 through Ordinance No. 300. Since that date, Chapter 11.15 has undergone amendments, in which various sections and subsections have been added, repealed, modified, or renumbered.
- e. Chapter 11.45 Land Division was adopted by Ordinance 174 on September 19, 1978 [and as subsequently amended].
- f. 1990 Code. The last periodic comprehensive review of code provisions relating to zoning and land use occurred in 1990 (1990 Code). On February 2, 1990, Ordinances 641, 642 and 643 were adopted amending MCC Chapters 11.05, 11.45 and 11.15 respectively, to comply with the periodic review requirements of the Oregon Department of Land Conservation and Development.
- g. Ordinance No. 910 adopted on June 25, 1998, enacted a revision of Multnomah County Codes and Ordinances that established a Volume I: General Code and set up the framework for a future Volume II: Land Use within a renumbered and reformatted Code of Ordinances. The extensive organization and numbering changes that were necessary to adapt the existing land use code chapters into a new Volume II prompted the initiation of a proposal to further reorganize

Volume II into a format that recognized and further implemented the Rural Plan Area Planning Program.

h. Ordinance No. 953 adopting Volume II: Land Use on November 30, 2000, in consideration of the Rural Area Planning Program, contains separate Zoning Ordinances for each of the recognized Rural Area Plans: Chapter 33 West Hills; Chapter 34 Sauvie Island / Multnomah Channel; Chapter 35 East of Sandy River; Chapter 38 Columbia River Gorge National Scenic Area; and provides for Chapter 36 West of Sandy River.

i. This ordinance adopts the new Chapter 36 West of Sandy River Rural Area Plan that replaces Chapter 11.15 for the West of Sandy River area in continuation of this Zoning Code reorganization effort.

j. For the remaining time that Multnomah County has jurisdictional planning responsibility for a few discrete unincorporated urban areas within the Urban Growth Boundary MCC 11.05 Planning Authority, 11.10 Comprehensive Plan, 11.12 Annexation Policy, 11.15 Zoning Ordinance and 11.45 Land Division (all 1990 Code) will continue to be applicable to those areas only.

The Multnomah County Board of Commissioners Ordains as Follows:

Section 1. The West of Sandy River Rural Area Transportation and Land Use Plan attached as Exhibit A., which contains the Transportation System Plan for the area and land use policies is adopted as a portion of the Multnomah County Comprehensive Framework Plan.

Section 2. The Wildlife Habitat and Stream Corridor ESEE Report attached as Exhibit B., which contains the inventory of wildlife resources in the plan area, the analysis of the potential impacts to those resources from development, and that supports the decision to limit conflicting uses, is adopted into the Multnomah County Comprehensive Framework Plan.

Section 3. Chapter 36, West of Sandy River Rural Plan Area of the Multnomah County, Oregon Code of Ordinances, Volume II: Land Use attached as Exhibit C. is enacted as the general and permanent land use law of Multnomah County applicable to the geographic area of that rural area plan.

Section 4. The following Sectional Zoning Maps are amended to apply the SEC overlay zone in order to protect the significant riparian corridors and wildlife habitat as described in the ESEE Report, and as shown on Map 1 therein, and as shown on the Significant Environmental Concern Overlay Zone Map in Exhibit D: 543, 544 & 545, 586, 592, 597 & 598, 603 & 604, 610, 624 – 628, 630 – 634, 651, 667 – 674, 679, 683 – 686, 688 – 691, 692 – 699, 700 & 701, and 703 – 717.

Section 5. The following Sectional Zoning Maps are amended by replacing the RC designation with the designations of OR and OCI in the Orient community, and PH-RC in the Pleasant Home community as shown on the zoning map attached as Exhibit E: 628, and 703 – 709.

Section 6. Except as provided in Section 7, all prior ordinances and codes relating to land use in the West of Sandy River Rural Plan geographic area are repealed from the effective date of this ordinance, except as they are included and reenacted in whole or in part in this Code. This repeal shall not affect any offense committed or penalty incurred or any right established prior to the effective date of this ordinance. This repeal shall not affect any other ordinance of special nature or pertaining to subject not contained in or covered by the Code.

Section 7. Until repealed, replaced, or superceded by subsequent code chapter provisions adopted after this ordinance, the existing Multnomah County Land Use Ordinances, also known as 1990 Code Chapters 11.05 Planning Authority, 11.10 Comprehensive Plan, 11.12 Annexation Policy, 11.15 Zoning Ordinance, and 11.45 Land Division shall remain in effect except Chapter 37 shall apply for all properties within the unincorporated area of Multnomah County within the Urban Growth Boundary, for all Columbia River Islands within the planning jurisdiction of Multnomah County that are outside the Columbia River Gorge National Scenic Area.

Section 8. The Code shall be presumptive evidence in all courts and places of the ordinances and all provisions, sections, penalties and regulations contained therein, and of the date of enactment. The Code also shall be presumptive evidence that it has been properly enacted, signed, attested and published, and that all public notices and hearings requirements have been met.

Section 9. Time extension for submittal of applications for Design Review, Hillside Development Permits, and Grading and Erosion Control Permits for certain Type II and III decisions. A time extension until January 1, 2004 shall be allowed for submitting applications for Design Review, Hillside Development Permits, and Erosion Control Permits under the applicable provisions of MCC 11.15 and MCC 29.300. Those applications shall be "follow-up applications" to developments already approved as Type II or III decisions in which application for the development was submitted prior to January 1, 2003 and the approval has not expired under the provisions of MCC 37.0690, 37.0700, or 37.0750.

Section 10. An emergency is declared in order to comply with the intergovernmental agreement with Metro to be in compliance with the 2040 Plan by December 31, 2002. Under section 5.50 of the Charter of Multnomah County, this ordinance will take effect on January 1, 2003.

FIRST READING:

October 24, 2002

SECOND READING:

October 31, 2002

THIRD READING

December 5, 2002

FOURTH READING AND ADOPTION:

December 12, 2002



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn
Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By *Sandra N. Duffy*
Sandra N. Duffy, Assistant County Attorney

EXHIBIT LIST FOR ORDINANCE

- Exhibit A.** The West of Sandy River Rural Area Transportation and Land Use Plan and Transportation System Plan.
- Exhibit B.** The Wildlife Habitat and Stream Corridor ESEE Report.
- Exhibit C.** Chapter 36 on the Multnomah County Code of Ordinances.
- Exhibit D.** Significant Environmental Concern Overlay Zone Map.
- Exhibit E.** Orient and Pleasant Home Zone Map.

This information is available electronically or for viewing at the Multnomah County Board of Commissioners and Agenda web site (<http://www.co.multnomah.or.us/cc/index.html>) under Adopted County Documents, Ordinance No. 1001, or may be purchased on CD-Rom from the Land Use and Transportation Program. Please contact the Board Clerk at 503.988-3277 or the Planning Program at 503.988.3043 for further information.

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: December 12, 2002

Agenda Item #: R-5

Est. Start Time: 10:50 AM

Date Submitted: 11/15/02

Requested Date: December 12, 2002

Time Requested: 5 Minutes

Department: DBCS

Division: Land Use & Transportation

Contact/s: Susan Muir

Phone: 503-988-3043

Ext.: 83182

I/O Address: 455/116

Presenters: Susan Muir

Agenda Title: An Ordinance Amending County Land Use Code, Plans And Maps To Adopt Portland's Recent Land Use Code, Plan And Map Revisions In Compliance With Metro's Functional Plan And Declaring An Emergency

NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.

- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

Adopt the ordinance as recommended by the Portland Planning Commission and Portland City Council.

- 2. Please provide sufficient background information for the Board and the public to understand this issue.**

On October 11, 2001 the Board adopted Ordinance 967 (effective date January 1, 2002) adopting, in summary, the Portland Comprehensive Plan and zoning ordinance. The County and the City of Portland have been engaged in agreements enabling the City of Portland to provide planning services to achieve compliance

with the Metro Functional Plan for those areas outside the City limits, but within the urban growth boundary and urban service boundary of Portland. Since the adoption of Ordinance 967 and subsequently Ordinance 997, the attached ordinances have been passed by the City Council and therefore the County must adopt them pursuant to our intergovernmental agreement to keep the code up to date. Multnomah County and the City of Portland entered into an Intergovernmental Agreement (IGA) to transfer land use planning responsibilities on January 1, 2002. The IGA lays out a process requiring the County to ensure that any City Council adopted amendments to the City comprehensive plan, zoning code and other regulations adopted by the County Board of Commissioners will be considered by the County Board of Commissioners at the earliest possible meeting. It also states "The County Board of Commissioners shall enact all comprehensive plan and code amendments so that they take effect on the same date specified by the City's enacting ordinance" (unless adopted by emergency). The City will have taken action on all of the above items by the hearing date of this ordinance. If the County does not adopt these amendments, the IGA will be void and the County will be required to resume responsibility for planning and zoning administration within the affected areas.

3. Explain the fiscal impact (current year and ongoing).

NA

4. Explain any legal and/or policy issues.

State law requires a notice be placed in a newspaper of general circulation 10 days prior to the BCC hearing (11/02/02). We request adoption of this ordinance by emergency to coincide with the City of Portland adoption date as stated in the IGA. The County Attorney's office was involved in the drafting of the original IGA and has been involved in coordinating our compliance effort through adoption of these code amendments.

5. Explain any citizen and/or other government participation that has or will take place.

The City included the County affected property owners in their noticing for these code revisions when required pursuant to the IGA and directed them to the City legislative process.

Required Signatures:

Department/Agency Director: *M. Cecilia Johnson* **Date:** 11/15/02

Budget Analyst
By: **Date:**

Dept/Countywide HR
By: **Date:**

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. ____

An Ordinance Amending County Land Use Code, Plans And Maps To Adopt Portland's Recent Land Use Code, Plan And Map Revisions In Compliance With Metro's Functional Plan And Declaring An Emergency

The Multnomah County Board of Commissioners Finds:

- a. The Board of County Commissioners (Board) adopted Resolution A in 1983 which directed the County services towards rural services rather than urban.
- b. In 1996, Metro adopted the Functional Plan for the region, mandating that jurisdictions comply with the goals and policies adopted by the Metro Council.
- c. In 1998, the County and the City of Portland (City) amended the Urban Planning Area Agreement to include an agreement that the City would provide planning services to achieve compliance with the Functional Plan for those areas outside the City limits, but within the Urban Growth Boundary and Portland's Urban Services Boundary.
- d. It is impracticable to have the County Planning Commission conduct hearings and make recommendations on land use legislative actions pursuant to MCC 37.0710, within unincorporated areas inside the Urban Growth Boundary for which the City provides urban planning and permitting services. The Board intends to exempt these areas from the requirements of MCC 37.0710, and will instead consider the recommendations of the Portland Planning Commission and City Council when legislative matters for these areas are brought before the Board for action as required by intergovernmental agreement (County Contract #4600002792) (IGA).
- e. On June 20, 2002 the Board amended County land use codes, plans and maps to adopt the City's land use codes, plans and maps in compliance with Metro's Functional Plan by Ordinance 984.
- f. Since the adoption of Ordinance 984, the City's Planning Commission recommended the land use code, plan and map amendments to the City Council through duly noticed public hearings.
- g. The City notified affected County property owners as required by the IGA.

- h. The City Council adopted the land use code, plan and map amendments, set out in Section 1 below and attached as Exhibits 1 through 8. The IGA requires that the County adopt these amendments for the City planning and zoning administration within the affected areas.

Multnomah County Ordains as follows:

Section 1. The County Comprehensive Framework Plan, community plans, rural area plans, sectional zoning maps, and land use code chapters are amended to include the City land use code, plan, guideline and map amendments, attached as Exhibits 1 through 8 and effective on the same date as the respective Portland ordinance:

Exhibit No.	Ordinance	Effective Date
1	Marquam Hill Plan Ordinance (176742)	9/6/2002
2	Marquam Hill Plan Excerpts	
3	Portland Transportation System Plan Ordinance (177028)	12/17/2002
4	Acknowledgments	
5	Volume 1 Policies	
6	Volume 2 Background	
7	Volume 3 Appendices	
8	Inventory Supporting Documents	

Section 2. In accordance with ORS 215.427(3), the changes resulting from Sections 1 of this ordinance shall not apply to any decision on an application that is submitted before the applicable effective date of this ordinance and that is made complete prior to the applicable effective date of this ordinance or within 180 days of the initial submission of the application.

Section 3. In accordance with ORS 92.040(2), for any subdivisions for which the initial application is submitted before the applicable effective date of this ordinance, the subdivision application and any subsequent application for construction shall be governed by the County's land use regulations in effect as of the date the subdivision application is first submitted.

Section 4. Any future amendments to the legislative matters listed in Section 1 above, are exempt from the requirements of MCC 37.0710. The Board acknowledges, authorizes and agrees that the Portland Planning Commission will act instead of the Multnomah Planning Commission in the subject unincorporated areas using the City's own procedures, to include notice to and participation by County citizens. The Board will consider the recommendations of the Portland Planning Commission when legislative matters for County unincorporated areas are before the Board for action.

Section 5. An emergency is declared in that it is necessary for the health, safety and general welfare of the people of Multnomah County for this ordinance to take effect concurrent with the City code, plan and map amendments. Under section 5.50 of the Charter of Multnomah County, this ordinance will take effect in accordance with Section 1.

FIRST READING AND ADOPTION: December 12, 2002

BOARD OF COUNTY COMMISSIONERS,
FOR MULTNOMAH COUNTY, OREGON



Diane M. Linn, Chair

REVIEWED:

Thomas Sponsler, County Attorney
For Multnomah County, Oregon

By 

Sandra N. Duffy, Assistant County Attorney

EXHIBIT LIST FOR ORDINANCE

- (1) Marquam Hill Plan Ordinance (City Ord. 176742)
- (2) Marquam Hill Plan Excerpts including Zoning Code Changes and Adopting Ordinance
- (3) Portland Transportation System Plan Ordinance (City Ord. 177028)
- (4) Portland Transportation System Plan - Acknowledgements
- (5) Portland Transportation System Plan – Volume 1; Policies
- (6) Portland Transportation System Plan – Volume 2; Background
- (7) Portland Transportation System Plan – Volume 3; Appendices
- (8) Portland Transportation System Plan – Inventory Supporting Documents

This information is available electronically or for viewing at the Multnomah County Board Clerk's website (<http://www.co.multnomah.or.us/cc/WeeklyAgendaPacket/>) or may be purchased on CD-Rom from the Land Use and Transportation Program. Please contact the Board Clerk at 503.988-3277 or the Planning Program at 503.988.3043 for further information.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 1002

An Ordinance Amending County Land Use Code, Plans And Maps To Adopt Portland's Recent Land Use Code, Plan And Map Revisions In Compliance With Metro's Functional Plan And Declaring An Emergency

The Multnomah County Board of Commissioners Finds:

- a. The Board of County Commissioners (Board) adopted Resolution A in 1983 which directed the County services towards rural services rather than urban.
- b. In 1996, Metro adopted the Functional Plan for the region, mandating that jurisdictions comply with the goals and policies adopted by the Metro Council.
- c. In 1998, the County and the City of Portland (City) amended the Urban Planning Area Agreement to include an agreement that the City would provide planning services to achieve compliance with the Functional Plan for those areas outside the City limits, but within the Urban Growth Boundary and Portland's Urban Services Boundary.
- d. It is impracticable to have the County Planning Commission conduct hearings and make recommendations on land use legislative actions pursuant to MCC 37.0710, within unincorporated areas inside the Urban Growth Boundary for which the City provides urban planning and permitting services. The Board intends to exempt these areas from the requirements of MCC 37.0710, and will instead consider the recommendations of the Portland Planning Commission and City Council when legislative matters for these areas are brought before the Board for action as required by intergovernmental agreement (County Contract #4600002792) (IGA).
- e. On June 20, 2002 the Board amended County land use codes, plans and maps to adopt the City's land use codes, plans and maps in compliance with Metro's Functional Plan by Ordinance 984.
- f. Since the adoption of Ordinance 984, the City's Planning Commission recommended the land use code, plan and map amendments to the City Council through duly noticed public hearings.
- g. The City notified affected County property owners as required by the IGA.

- h. The City Council adopted the land use code, plan and map amendments, set out in Section 1 below and attached as Exhibits 1 through 8. The IGA requires that the County adopt these amendments for the City planning and zoning administration within the affected areas.

Multnomah County Ordains as follows:

Section 1. The County Comprehensive Framework Plan, community plans, rural area plans, sectional zoning maps, and land use code chapters are amended to include the City land use code, plan, guideline and map amendments, attached as Exhibits 1 through 8 and effective on the same date as the respective Portland ordinance:

Exhibit No.	Ordinance	Effective Date
1	Marquam Hill Plan Ordinance (176742)	9/6/2002
2	Marquam Hill Plan Excerpts	
3	Portland Transportation System Plan Ordinance (177028)	12/17/2002
4	Acknowledgments	
5	Volume 1 Policies	
6	Volume 2 Background	
7	Volume 3 Appendices	
8	Inventory Supporting Documents	

Section 2. In accordance with ORS 215.427(3), the changes resulting from Sections 1 of this ordinance shall not apply to any decision on an application that is submitted before the applicable effective date of this ordinance and that is made complete prior to the applicable effective date of this ordinance or within 180 days of the initial submission of the application.

Section 3. In accordance with ORS 92.040(2), for any subdivisions for which the initial application is submitted before the applicable effective date of this ordinance, the subdivision application and any subsequent application for construction shall be governed by the County's land use regulations in effect as of the date the subdivision application is first submitted.

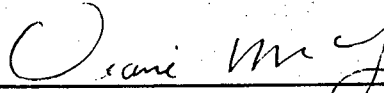
Section 4. Any future amendments to the legislative matters listed in Section 1 above, are exempt from the requirements of MCC 37.0710. The Board acknowledges, authorizes and agrees that the Portland Planning Commission will act instead of the Multnomah Planning Commission in the subject unincorporated areas using the City's own procedures, to include notice to and participation by County citizens. The Board will consider the recommendations of the Portland Planning Commission when legislative matters for County unincorporated areas are before the Board for action.

Section 5. An emergency is declared in that it is necessary for the health, safety and general welfare of the people of Multnomah County for this ordinance to take effect concurrent with the City code, plan and map amendments. Under section 5.50 of the Charter of Multnomah County, this ordinance will take effect in accordance with Section 1.

FIRST READING AND ADOPTION: December 12, 2002



BOARD OF COUNTY COMMISSIONERS,
FOR MULTNOMAH COUNTY, OREGON



Diane M. Linn, Chair

REVIEWED:

Thomas Sponsler, County Attorney
For Multnomah County, Oregon

By 

Sandra N. Duffy, Assistant County Attorney

EXHIBIT LIST FOR ORDINANCE

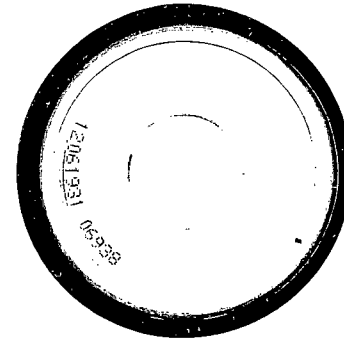
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- (4) Portland Transportation System Plan - Acknowledgements
- (5) Portland Transportation System Plan – Volume 1; Policies
- (6) Portland Transportation System Plan – Volume 2; Background
- (7) Portland Transportation System Plan – Volume 3; Appendices
- (8) Portland Transportation System Plan – Inventory Supporting Documents

This information is available electronically or for viewing at the Multnomah County Board of Commissioners and Agenda web site (<http://www.co.multnomah.or.us/cc/index.html>) under Adopted County Documents, Ordinance No. 1002, or may be purchased on CD-Rom from the Land Use and Transportation Program. Please contact the Board Clerk at 503.988-3277 or the Planning Program at 503.988.3043 for further information.

**Office
DEPOT.**

CD-Recordable

80 min
700MB



1x TO 16x SPEED

PDX Code Amendments 12.12.02
TSP + Marquon Hill

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: December 12, 2002

Agenda Item #: R-6

Est. Start Time: 10:55 AM

Date Submitted: 11/19/02

Requested Date: December 12, 2002

Time Requested: 5 minutes

(Exception Requested: Aging Services/West is scheduled to relocate to the leased facility on December 28, 2002 and current lease at another facility expires December 31, 2002)

Department: Business & Community Services

Division: Facilities & Property

Contact/s: Bob Oberst

Phone: (503) 988-3851

Ext.: 83851

I/O Address: B274

Presenters: Bob Oberst and Aging Services Representative

Agenda Title: Lease of Facility Space for Aging Services West Branch Office and West Side Multicultural Center

1. What action are you requesting from the Board? What is the department/agency recommendation?

Board is requested to approve the Lease before it in this matter. Aging Services and Facilities & Property Management recommend approval.

2. Please provide sufficient background information for the Board and the public to understand this issue.

In 1994, the Portland Multnomah Commission on Aging Senior Center Task Force recommended downtown be targeted for senior service center development. A Westside Planning workgroup was formed in 1994 for the purpose of compiling information necessary to pursue the development of a senior service center. Over the years, senior providers and senior advocates have been working together to develop a plan to co-locate

services and develop a senior center. Current Census tract information shows approximately 16,276 seniors in the West area of Portland. Those seniors who live in the inner city have no gathering place to turn for information, referrals, activities and opportunities. When the Museum Place project became a reality, the YWCA approached community partners such as Loaves and fishes and Aging and Disability Services with a plan to co-locate and develop a senior community center. This proposal was also brought before the Board of Commissioners and was favorably received. This center will provide single entry access to activities, services, case management and a meal site for our downtown seniors as well as other seniors who may benefit from the range of services.

3. Explain the fiscal impact (current year and ongoing).

The Lease provides for the leasing of 8,394 square feet of office space on the Second Floor of the YWCA building. The rent for this space will be \$15,214 per month. Based on occupancy for the current fiscal year in late December, the annualized cost for the office space for FY03 will be approximately \$91,284. The lease is for five years at an annual cost for office space of \$182,568. The Department of County Human Services has included such costs in its FY03 Budget. The source of funds for the office space is Title XIX Medicaid.

In addition to the office space, the lease provides for the Department of County Human Services to pay for community multicultural space located on the First floor of the building. The cost of this space is \$50,000 per year and the source of funding is the County General fund. The lease provides for such payment during the original five-year term of the Lease. The Board of County Commissioners included the \$50,000 in the ADS FY03 budget.

4. Explain any legal and/or policy issues.

None.

5. Explain any citizen and/or other government participation that has or will take place.

See background in number 2 above.

Required Signatures:

Department/Agency Director: *M. Cecilia Johnson* **Date:** 11/19/02

Budget Analyst
By: **Date:**

Dept/Countywide HR
By: **Date:**

BOGSTAD Deborah L

From: OBERST Robert J
Sent: Thursday, November 21, 2002 7:53 AM
To: BOGSTAD Deborah L; THOMAS John S; RYAN Matthew O; ISLEY Sheila L
Cc: WILCOX R Peter
Subject: RE: Sale of Ford Building



Exhibit C.pdf (720
KB)

-----Original Message-----

From: OBERST Robert J
Sent: Thursday, November 21, 2002 7:50 AM
To: BOGSTAD Deborah L; THOMAS John S; RYAN Matthew O; ISLEY Sheila L
Cc: WILCOX R Peter
Subject: Sale of Ford Building

The attachments are an agenda placement package that will be routed beginning today. The County system will not allow all the attachments to be sent simultaneously, so this message will be repeated to forward all the attachments. The attachments are:

- Agenda Placement Request
- Proposed Purchase and Sale Agreement
- Exhibit A to P&S - Ford leaseback for current County occupants
- Exhibit B to P&S - Nextel cellular antenna lease to be assigned to purchaser
- Exhibit C to P&S - US West cellular antenna lease to be assigned to purchaser

I am requesting that this be placed on the December 19 BCC agenda. The deadline for County acceptance of the offer is January 5, 2003.

John, I'm faxing a copy of the second RFO to you with regard to the Purchase and Sale offer. We want to be sure that the offer is consistent with the RFO. It was the only offer received in response to the second RFO.

MULTNOMAH COUNTY REAL PROPERTY LEASE DESCRIPTION FORM

New Expense Lease. Lessor taxpayer ID# 93-0386984

Property Management Contact: Bob Oberst
Division Requesting Lease: Facilities & Property

Phone: 83851 Date: 6/5/02
Contact: Bob Oberst Phone: 83851

Lessor: YWCA of Greater Portland
Address: 1111 S.W. 10th Avenue, Portland, Oregon 97205
Phone: 503-294-7400

Lessee: Multnomah County
Address: 401 N. Dixon Street, Portland, Oregon 97227
Phone: 503-988-3322

Address of lease and purpose: Aging Services West Office and Multicultural Center
1111 S.W. 10th Avenue, Portland, Oregon

Effective Date: December 28, 2002

Expiration: December 31, 2007

Total Amount of Agreement : \$1,165,340.731

Payment Terms: \$15,214 per month plus \$50,000 annually

Business Area
3505

Cost Center
B473

Project Number
N/A

Required Signatures

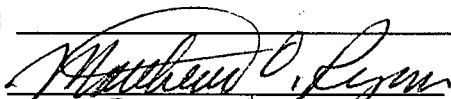

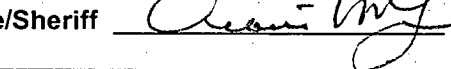
Date:

Department Head

County Counsel

Property Management

County Executive/Sheriff

11/19/02
11-19-02
12.12.02

Rev. 4-01 DISTRIBUTION: Originator; Contracts Administration; FM Fiscal Section

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-6 DATE 12.12.02
DEB BOGSTAD, BOARD CLERK

LEASE

Date:

Between: YWCA of Greater Portland
1111 SW 10th Avenue
Portland OR 97205 ("Landlord")

And: Multnomah County, Oregon ("Tenant")
Facilities and Property Management
401 N. Dixon Street
Portland, Oregon 97227

Landlord leases to Tenant and Tenant leases from Landlord the following described property (the "Premises") on the terms and conditions stated below:

Approximately 8,394 square feet of space (including 4% load factor), as shown in Exhibit "A" of this Lease, on the Second Floor of the Building located at 1111 SW 10th Avenue, Portland, Oregon.

Approximately 3,738 square feet of space, as shown in Exhibit "C" of this Lease, on the first Floor of the Building located at 1111 SW 10th Avenue, Portland, Oregon.

Section 1. Occupancy

1.1 Original Term. The term of this lease shall commence December 28, 2002 and continue through December 31, 2007 unless sooner terminated as hereinafter provided.

1.2 Possession. Tenant's right to possession and obligations under the lease shall commence on December 28, 2002, or on such later date as the work to be performed by Landlord pursuant to the Work Sheet, Exhibit "B" of this Lease, is substantially complete and the Premises are available for possession by Tenant if possession is not given on the opening day of the term. Landlord shall have no liability for delays in delivery of possession and Tenant will not have the right to terminate this lease because of delay in delivery of possession except as hereinafter provided. In the event that Landlord is unable to deliver possession by December 28, 2002, Landlord shall, not later than October 31, 2002, give written notice to Tenant of the later date that possession is to be delivered and such later date of possession shall not be later than May 1, 2003. If Landlord is not able to give Tenant possession of the

Premises on such later date of possession, Tenant may rescind the lease by notice in writing to Landlord given at any time thereafter prior to the date on which possession is tendered by Landlord.

1.3 Renewal Option. If the lease is not in default at the time each option is exercised or at the time the renewal term is to commence, Tenant shall have the option to renew this lease for 2 successive terms of 5 years each, as follows:

(1) Each of the renewal terms shall commence on the day following expiration of the preceding term.

(2) The option may be exercised by written notice to Landlord given not less than 60 days prior to the last day of the expiring term. The giving of such notice shall be sufficient to make the lease binding for the renewal term without further act of the parties.

(3) The terms and conditions of the lease for each renewal term shall be identical with the original term except for Base Rent and First Floor Multi-Cultural Space Rent and except that Tenant will have no additional option to renew this Lease. Base Rent and First Floor Multi-Cultural Space Rent for a renewal term shall be the greater of (a) the monthly Base Rent during the last month of the preceding original or renewal term and the annual First Floor Multi-Cultural Space Rent during the last year of the preceding original or renewal term or (b) the monthly Base Rent during the last month of the preceding original or renewal term and the annual First Floor Multi-Cultural Space Rent increased by a percentage equal to the percentage change in the Consumer Price Index published by the United States Bureau of Labor Statistics of the United States Department of Labor, U.S. City Average, All Items and Major Group Figures for All Urban Consumers (1982-84 = 100). If such index is no longer published, the nearest comparable data on changes in the cost of living shall be used. The percentage change shall be determined by comparison of the index figure for January 2003 with that of January of the renewal term.

Section 2. Rent

2.1 Base Rent. During the original term, Tenant shall pay to Landlord as base rent for the space on the Second Floor of the building the sum of Fifteen Thousand, Two Hundred Fourteen Dollars (\$15,214.00) per month. Base Rent shall be payable on the first day of each month in advance at the address for Landlord first above stated or at such place as may be designated by Landlord.

2.3 First Floor Multi-Cultural Space Rent. During the original term, Tenant shall pay to Landlord for the First Floor Multi-Cultural space the sum of Fifty Thousand Dollars (\$50,000.00) per year. First Floor Multi-Cultural Space Rent shall be payable annually, the first payment to be made on the date that Tenant's right to possession and obligations commence as provided in Section 1.2 of this Lease and subsequent annual payments to be made on the first day of each following January during the initial term of this Lease.

2.4 Additional Rent. Any other sum that Tenant is required to pay to Landlord shall be considered additional rent.

Section 3. Use of the Premises

3.1 Permitted Use. The Second Floor Premises shall be used for Multnomah County Aging and Disability Services office space and for no other purpose without the consent of Landlord, which consent shall not be unreasonably withheld or delayed. The First Floor Premises shall be used for multi-cultural and ethnic services and activities and for no other purpose without the consent of Landlord, which consent shall not be unreasonably withheld or delayed.

3.2 Restrictions on Use. In connection with the use of the Premises, Tenant shall:

(1) Conform to all applicable laws and regulations of any public authority affecting the premises and the use, and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use, but Tenant shall not be required to make any structural changes to effect such compliance.

(2) Refrain from any activity that would make it impossible to insure the Premises or the Building against casualty, would increase the insurance rate, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successor, allowing Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional cost of the insurance.

(3) Refrain from any use that would be reasonably offensive to other tenants of the Building or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the Building or the Premises.

(4) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Landlord.

(5) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the Building or the Premises without the written consent of Landlord, which shall not be unreasonably withheld.

3.3 Hazardous Substances. Tenant shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Building or the Premises. Tenant may use or otherwise handle on the Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of the Permitted Use specified in Section 3.1. Tenant may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. Upon the expiration or termination of this Lease, Tenant shall remove all Hazardous Substances from the Premises. The term Environmental Law shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. The term Hazardous Substance shall mean any hazardous, toxic, infectious or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

3.4 Parking. Tenant, its employees and clientele shall have the exclusive use of 2 parking spaces in the parking lot at the Building in which the Premises are located.

Section 4. Repairs and Maintenance

4.1 Maintenance and Repair of Premises. Responsibilities for repair and maintenance of the Premises shall be as follows:

(1) Landlord shall perform all necessary maintenance and repairs to the structure, foundation, exterior walls, roof, doors and windows, elevators, emergency lighting, and Lessor-provided fire extinguishers, sidewalks and parking area, which are located on the Premises or the structure in which the Premises are located. Landlord shall maintain the Premises in a hazard free condition and shall repair or replace, if necessary and at

Landlord's sole expense, the heating, air conditioning, plumbing, electrical, and lighting systems in the Premises, obtaining required permits and inspections from Codes enforcement authorities. Landlord shall keep the Premises, improvements, grounds, and landscaping in good repair and appearance, replacing dead, damaged or diseased plant materials when necessary. Carpets shall be repaired and replaced as necessary by Landlord. Landlord shall furnish, install and replace all exterior and interior lighting bulbs, ballasts and fluorescent tubes.

(2) Tenant shall take good care of the interior of the Premises and at the expiration of the term surrender the Premises in as good condition as at the commencement of this Lease, excepting only reasonable wear, permitted alterations, and damage by fire or other casualty.

4.2 Tenant's Obligations. The following shall be the responsibility of Tenant:

(1) Any repairs necessitated by the negligence of Tenant, its agents, employees, and invitees, except as provided in Section 6.2 dealing with waiver of subrogation, but including repairs that would otherwise be the responsibility of Landlord under Section 4.1.

(2) Any repairs or alterations required under Tenant's obligation to comply with laws and regulations as set forth in Section 3.2(1).

(3) All other repairs to the premises which Landlord is not required to make under Section 4.1.

4.3 Landlord's Interference with Tenant. In performing any repairs, replacements, alterations, or other work performed on or around the Premises, Landlord shall not cause unreasonable interference with use of the Premises by Tenant. Tenant shall have neither right to an abatement of rent nor any claim against Landlord for any inconvenience or disturbance resulting from Landlord's activities performed in conformance with the requirement of this provision.

4.4 Inspection of Premises. Landlord shall have the right to inspect the Premises at any reasonable time or times to determine the necessity of repair. Whether or not such inspection is made, the duty of Landlord to make repairs shall not mature until a reasonable time after Landlord has received from Tenant written notice of the repairs that are required.

Section 5. Alterations

5.1 Alterations Prohibited. Tenant shall make no improvements or alterations on the Premises of any kind without first obtaining Landlord's written consent. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes.

5.2 Alterations Required. The improvements and alterations delineated on the work sheet attached to and made a part of this lease shall be performed by the party designated and within the time stated in the work sheet.

5.3 Ownership and Removal of Alterations. All improvements and alterations performed on the Premises by either Landlord or Tenant shall be the property of Landlord when installed unless the applicable Landlord's consent or work sheet specifically provides otherwise. Improvements and alterations installed by Tenant shall, at Landlord's option, be removed by Tenant and the premises restored unless the applicable Landlord's consent or work sheet specifically provides otherwise.

Section 6. Insurance

6.1 Insurance Required. Landlord shall keep the Premises insured at Landlord's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Tenant shall bear the expense of any insurance insuring the property of Tenant on the Premises against such risks but shall not be required to insure.

6.2 Waiver of Subrogation. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

Section 7. Taxes

7.1 Property Taxes. Tenant shall pay as due all taxes on its personal property located on the Premises. Tenant shall, upon invoice from landlord, reimburse Landlord for all real

property taxes levied against the Premises. As used herein, real property taxes include any fee or charge relating to the ownership, use or rental of the Premises, other than taxes on net income of Landlord.

7.2 Special Assessments. If an assessment for a public improvement is made against the Premises, Landlord may elect to cause such assessment to be paid in the maximum number of installments allowed by law, in which case all of the installments payable with respect to the lease term shall be treated the same as general real property taxes for purposes of Section 7.1.

7.3 Contest of Taxes. Tenant shall be permitted to contest the amount of any tax or assessment as long as such contest is conducted in a manner that does not cause any risk that Landlord's interest in the Premises will be foreclosed for nonpayment. [Landlord shall cooperate in any reasonable manner with such contest by Tenant.]

7.4 Proration of Taxes. Tenant's share of real property taxes and assessments for the years in which this lease commences or terminates shall be prorated based on the portion of the tax year that this lease is in effect.

Section 8. Services and Utilities.

8.1 Landlord and Tenant Responsibilities. Landlord will cause the utilities and services listed below to be furnished to the Premises. Costs shall be paid as indicated:

Utility or Service	Cost Paid By:	
	Landlord	Tenant
Water	X	___
Sewer	X	___
Electricity	X	___
Gas	X	___
Trash Removal	X	___
Janitorial Service	X	___
Janitorial Supplies	X	___
Window Washing	X	___
Snow and Ice Removal	X	___

8.2 Recycling Materials. Landlord shall support the policy for recycling materials as provided in ORS 279.560 by providing adequate collection areas and storage facilities for office recycling programs when recycling services are available to Tenant.

Section 9. Damage and Destruction

9.1 Partial Damage. If the Premises are partly damaged and Section 9.2 does not apply, the Premises shall be repaired by Landlord at Landlord's expense. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of Landlord and shall be performed in accordance with the provisions of Section 4.3.

9.2 Destruction. If the Premises or the Building are destroyed or damaged such that the cost of repair exceeds 30% of the value of the Building before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than 45 days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination, and Tenant shall be entitled to the reimbursement of any prepaid amounts paid by Tenant and attributable to the anticipated term. If neither party elects to terminate, Landlord shall proceed to restore the Premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppages on account of labor disputes and matters beyond Landlord's reasonable control.

9.3 Rent Abatement. Rent shall be abated during the repair of any damage to the extent the Premises are untenable, except that there shall be no rent abatement where the damage occurred as the result of the fault of Tenant.

9.4 Damage Late in Term. If damage or destruction to which Section 9.2 would apply occurs within one year before the end of the then-current lease term, Tenant may elect to terminate the lease by written notice to Landlord given within 30 days after the date of the damage. Such termination shall have the same effect as termination by Landlord under Section 9.2.

Section 10. Liability and Indemnity

10.1 Liens

(1) Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens. If Tenant fails to pay any such claims or to discharge any lien, Landlord may do

so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 10% per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

(2) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Landlord's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Tenant shall, within 10 days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

10.2 Indemnification. Tenant shall indemnify and defend Landlord from any claim, loss, or liability arising out of or related to any negligent activity of Tenant on the Premises or any condition of the Premises in the possession or under the control of Tenant. Landlord shall have no liability to Tenant for any injury, loss, or damage caused by third parties, or by any condition of the Premises except to the extent caused by Landlord's negligence or breach of duty under this lease.

Section 11. Quiet Enjoyment; Mortgage Priority

11.1 Landlord's Warranties.

(1) Landlord warrants that it is the owner of the Premises and has the right to lease them. Landlord will defend Tenant's right to quiet enjoyment of the Premises from the lawful claims of all persons during the lease term.

(2) Landlord warrants that the Premises, including any common areas within the real property in which the Premises are situated, comply with all applicable regulatory and building codes requirements for occupancy by Tenant for the permitted uses under this Lease, and meet the requirements of the Americans With Disabilities Act (ADA) for accessibility in accordance with the standards provided in the ADA Accessibility Guidelines for Buildings and Facilities, including accessible parking for the disabled in compliance with ORS 447.233.

(3) Landlord warrants that there are no asbestos containing materials (ACM) within the Premises, including common areas within the real property in which the Premises are situated, or that any such ACM in the Premises have been removed or abated and

the Premises have been inspected by a competent inspector, qualified to perform such inspection under applicable law and regulations, and certified as safe from all friable ACM.

Section 12. Assignment and Subletting

No part of the Premises may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of Landlord which consent shall not be unreasonably withheld or delayed. This provision shall apply to all transfers by operation of law. No consent in one instance shall prevent the provision from applying to a subsequent instance. In determining whether to consent to assignment Landlord may consider the following factors: financial ability of assignee; use of Premises to be similar to the Use permitted under Section 3.1 of this Lease.

Section 13. Default

The following shall be events of default:

13.1 Default in Rent. Failure of Tenant to pay any rent or other charge within 10 days after written notice that it is due.

13.2 Default in Other Covenants. Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within 20 days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision shall be complied with if Tenant begins correction of the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

13.3 Insolvency. Insolvency of Tenant; an assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within 10 days shall constitute a default. If the lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Tenant under the lease.

Section 14. Remedies on Default. In the event of default by tenant, the Lease maybe terminated at the option of Landlord by written notice to Tenant. Whether or not the Lease is terminated by the election of Landlord, Landlord shall be entitled to pursue any remedies available to Landlord under applicable law.

Section 15. Surrender at Expiration

15.1 Condition of Premises. Upon expiration of the lease term or earlier termination on account of default, Tenant shall deliver all keys to Landlord and surrender the Premises in first-class condition and broom clean. Alterations constructed by Tenant with permission from Landlord shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which the Premises are leased shall be excepted but repairs for which Tenant is responsible shall be completed to the latest practical date prior to such surrender. Tenant's obligations under this section shall be subordinate to the provisions of Section 9 relating to destruction.

15.2 Fixtures

(1) All fixtures placed upon the Premises during the term, other than Tenant's trade fixtures, shall, at Landlord's option, become the property of Landlord. If Landlord so elects, Tenant shall remove any or all fixtures that would otherwise remain the property of Landlord, and shall repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at the legal rate from the date of expenditure.

(2) Prior to expiration or other termination of the lease term Tenant shall remove all furnishings, furniture, and trade fixtures that remain its property. If Tenant fails to do so, this shall be an abandonment of the property, and Landlord may retain the property and all rights of Tenant with respect to it shall cease or, by notice in writing given to Tenant within 20 days after removal was required, Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Landlord.

15.3 Holdover

(1) If Tenant does not vacate the Premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this lease except the provisions for term and renewal and at a rental rate equal to the rent last paid by Tenant during the original term. Failure of Tenant to remove fixtures, furniture, furnishings, or trade fixtures that Tenant is required to remove under this lease shall constitute a failure to vacate to which this section shall apply if the property not removed will substantially interfere with occupancy of the Premises by another tenant or with occupancy by Landlord for any purpose including preparation for a new tenant.

(2) If a month-to-month tenancy results from a holdover by Tenant under this Section 15.3, the tenancy shall be terminable at the end of any monthly rental period on written notice from Landlord given not less than 10 days prior to the termination date which shall be specified in the notice. Tenant waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

Section 16. Miscellaneous

16.1 Nonwaiver. Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

16.2 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees at trial, on petition for review, and on appeal.

16.3 Notices. Any notice required or permitted under this lease shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this lease or to such other address as may be specified from time to time by either of the parties in writing.

16.4 Succession. Subject to the above-stated limitations on transfer of Tenant's interest, this lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

16.5 Entry for Inspection. Landlord shall have the right to enter upon the Premises at any time to determine Tenant's compliance with this lease, to make necessary repairs to the building or to the Premises, or to show the Premises to any prospective tenant or purchaser, and in addition shall have the right, at any time during the last two months of the term of this lease, to place and maintain upon the Premises notices for leasing or selling of the Premises.

16.6 Interest on Rent and Other Charges. Any rent or other payment required of Tenant by this lease shall, if not paid within 10 days after it is due, bear interest at the rate of 10% per annum (but not in any event at a rate greater than the maximum rate of interest permitted by law) from the due date until paid. In addition, if Tenant fails to make any rent or other payment required by this lease to be paid to Landlord within five days after it is due, Landlord may elect to impose a late charge of five cents per dollar of the overdue payment to reimburse Landlord for the costs of collecting the overdue payment. Tenant shall pay the late charge upon demand by Landlord. Landlord may levy and collect a late charge in addition to all other remedies available for Tenant's default, and collection of a late charge shall not waive the breach caused by the late payment.

16.7 Proration of Rent. In the event of commencement or termination of this lease at a time other than the beginning or end of one of the specified rental periods, then the rent shall be prorated as of the date of commencement or termination and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Tenant or paid on its account.

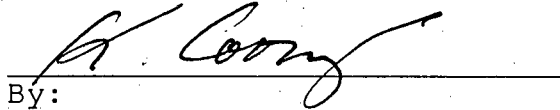
16.8 Time of Essence. Time is of the essence of the performance of each of Tenant's obligations under this lease.

16.9 Oregon Tort Claims Act. Any covenant herein by Tenant to defend, indemnify or hold harmless the Landlord shall be subject to the provisions of the Oregon Tort Claims Act, ORS 30.260-30.300, and within the limits in ORS 30.275.


16.10 Termination. It is understood and agreed that Tenant may cancel this agreement, effective on any June 30 during the term hereof, beginning June 30, 2004, by giving Landlord not less than 120 days written notice of such cancellation if the program funding to maintain the program to be operated in the premises under this agreement is not provided by the Multnomah County Board of Commissioners. The provisions of this cancellation clause will not be used for the purpose of leasing alternative space where the program would be provided at the same level as in

the premises. Should the tenant invoke this cancellation clause prior to January 1, 2008, they will be charged for unamortized tenant improvements made on the space specifically designed to serve Tenant. Tenant will also be responsible for any fees the landlord incurs attached to the re-letting of the property as a normal part of business.

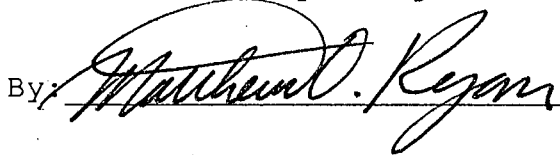
Landlord:


By:

Tenant:
Multnomah County, Oregon


By: Diane M. Linn, County Chair

Reviewed: Thomas C. Sponsler, County Attorney for
Multnomah County, Oregon

By: 

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-6 DATE 12.12.02
DEB BOGSTAD, BOARD CLERK

EXHIBIT A Second Floor

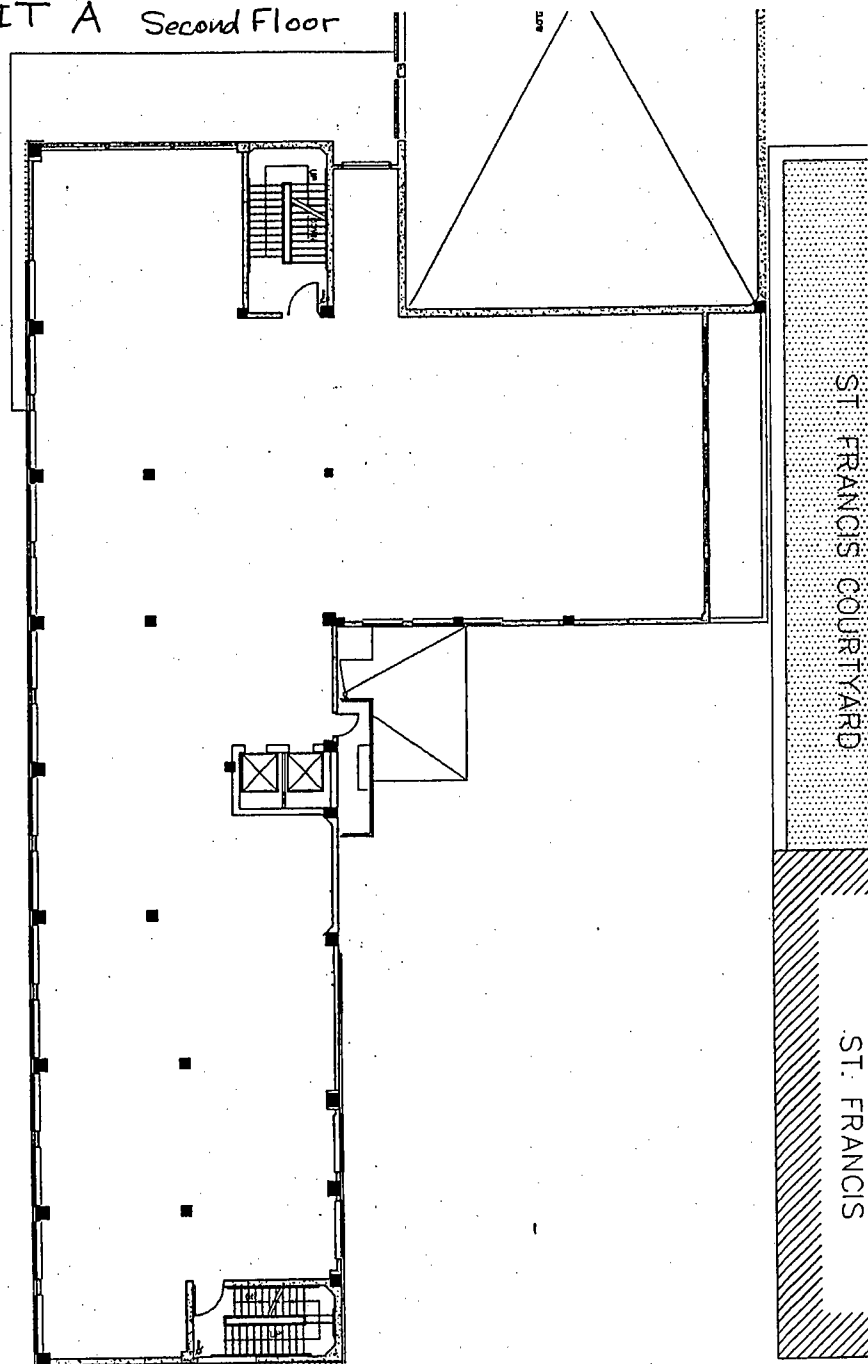


EXHIBIT A

EXHIBIT B WORK SHEET

General notes

Lessor will perform all tenant improvement according to Uniform Building Code as adopted by the City of Portland.

Lessor will perform all tenant improvement in compliance with American with Disabilities Act (ADA).

Floor plan

Lessor will provide tenant improvement for all spaces to be occupied by Multnomah County Aging Services according to the floor layout approved by the County, which is Page 4 of this Exhibit B.

Walls

Lessor will construct all permanent partitions, as shown on the attached drawing, with sheet rock on metal studs with sound attenuation filled between the studs. Multi-layer gypsum board applications to be screw attached and not laminated with adhesives. Paint all wall surfaces in general office areas with water based latex paint. Paint employee lounge, men's and women's restrooms with high performance acrylic paint. Use low VOC paint free of heavy metals such as lead, mercury, cadmium, and hexavalent chromium (chromium VI). Provide material data sheet to the County. Confirm paint color with the County prior to application.

Ceiling

Lessor will provide building standard dropped ceiling grid and tile throughout the space. Provide hard ceiling (drywall on metal framing) in men's and women's restrooms, janitor room and closet.

Floors

Lesser will provide new carpet in all areas except employee lounge, men's and women's restrooms, janitor room, and telecom/data room. Provide carpet with following specifications

Fiber: Nylon, 100 percent

Tufted Yarn Weight: 26 to 28 oz

Backing: polypropylene, unitary or rubber (PVC)

Texture: Tufted loop pile

Pile Height: .187 inches

Wear Warrauty: 10 years

Product: Philadelphia Commercial Carpet or equivalent

Provide rubber base in all carpeted areas. Use latex base, water-resistant, mildew-resistant, and non-staining adhesive with low VOC for all flooring and wall base installations. Confirm carpet color and pattern with the County prior to installation.

**EXHIBIT B
WORK SHEET**

Lessor will provide vinyl composition tile (VCT) sheet flooring and rubber base in the employee lounge and telecom/data room.
Lessor will provide ceramic tile flooring and base in men's and women's restrooms.

Doors, door frames and hardware

Lessor will provide solid core wood doors and metal frames through out. Provide all doors with relight except doors to men's and women's restrooms, janitor closet, telecom/data room and exit doors to the stair wells. Provide ADA accessible lever type Schlage door handles and locks with solid brass, 6 pin cylinders. Acceptable keying manufacturers are Schlage and Medeco.

Mini blinds

Lessor will provide mini blinds on all exterior windows.

HVAC

Lessor will provide supply and return air to all areas as required by the code, but not less than one supply and one return in any room. Provide exhaust fan in the Telecom/data room.

Accessories

Lessor will provide paper towel dispenser in the employee lounge.
Lessor will provide the following accessories in each restroom;
Wall surface mounted liquid soap dispenser (one for each sink)
Wall surface mounted combination paper towel dispenser and disposal (minimum one in each restroom)
Utility shelf (minimum one per restroom)
Lessor will provide the following accessories in each toilet stall;
Seat cover dispenser
Toilet tissue dispenser, Double roll, with Hood
Stainless steel grab bars as required by the code
Lessor will provide utility sink, facet and shelves in the janitor closet.

Electrical power and data outlets

Lessor will provide duplex power outlets and data box and conduit stub up above the ceiling as shown on the attached diagram. In addition to what is shown in the diagram, lessor will provide up to 13 power and data drops from ceiling for work areas that are not adjacent to the wall outlet. All cabling and face plates for data outlets will be done by the County. Lessor will coordinate with the County representative for construction scheduling.

Page 2 of 4

**EXHIBIT B
WORK SHEET**

Lighting

Lessor will provide 2'x 4' parabolic fluorescent light fixtures with T8 lamps in drop ceiling.

Security alarms

County personnel will install security alarms in the area occupied by the County. Lessor will coordinate with the county representative for construction scheduling.

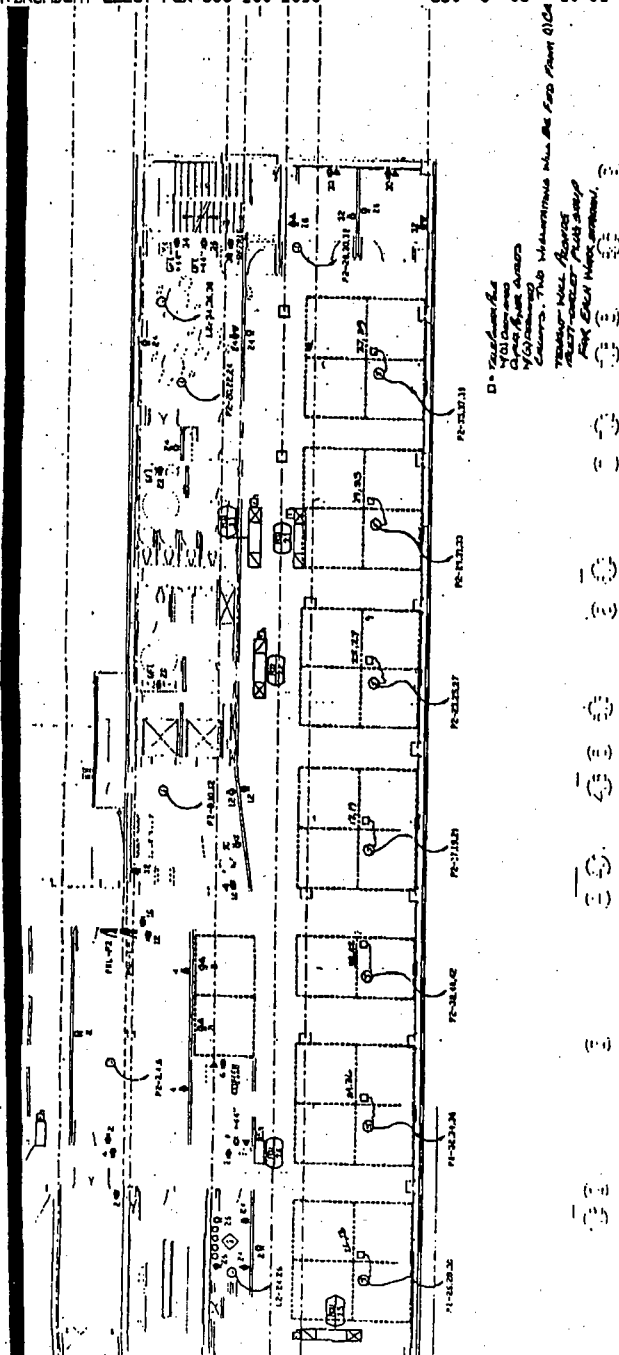
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Page 4 of 4

Page 20 of 21

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P.02



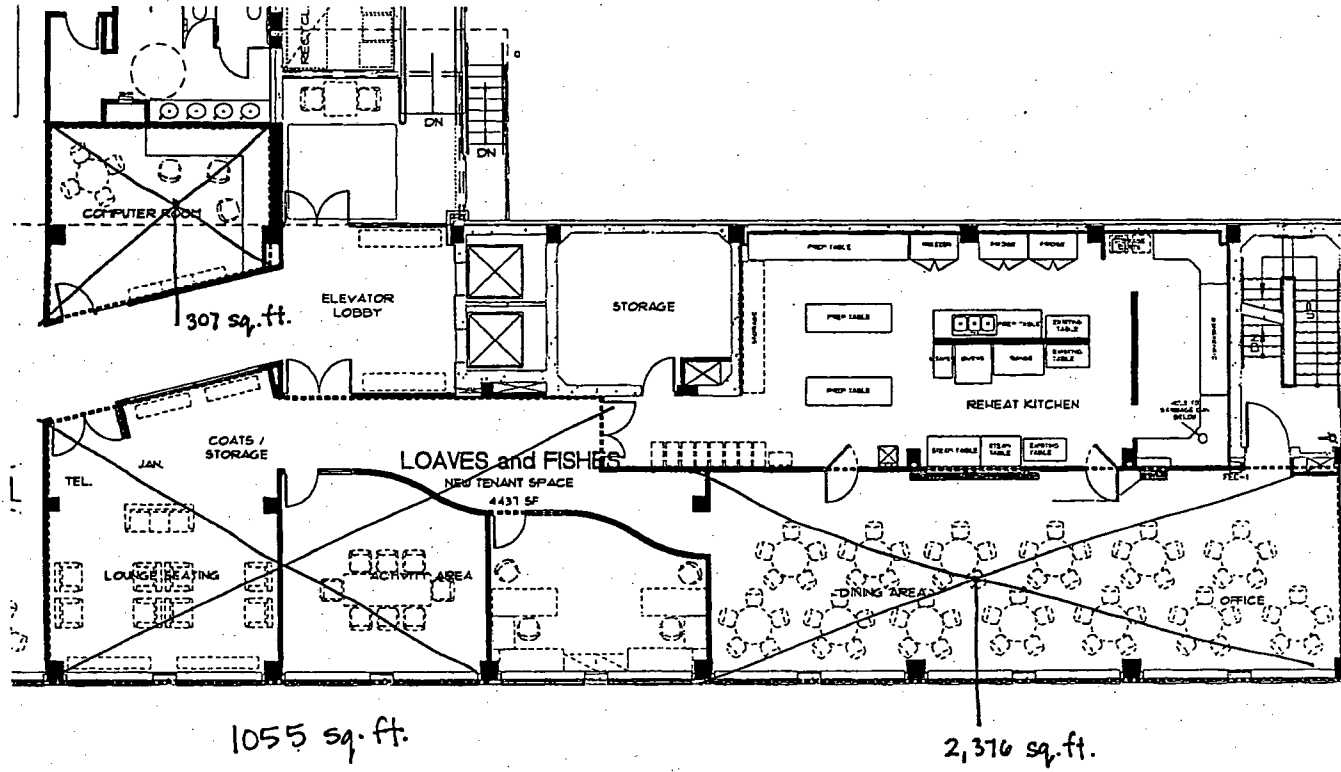


EXHIBIT C

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:
Meeting Date: December 12, 2002

Agenda Item #: R-7

Est. Start Time: 11:00 AM

Date Submitted: 11/18/02

Requested Date: 12/12/2002

Time Requested: 10 minutes

Department: Non-Departmental

Division: County Attorney

Contact/s: Matthew O. Ryan

Phone: 503-988-3138

I/O Address: 503/500

Presenters: Matt Ryan

Agenda Title: Ordinance Amending MCC § 13.303 Animal Wastes, Duty to Remove, to Add Exemption for Assistance Animals

NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.

- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

Approve first reading of ordinance amending MCC § 13.303.

- 2. Please provide sufficient background information for the Board and the public to understand this issue.**

The County has never pursued enforcement of MCC § 13.303 (animal waste removal) against a person with an assistance animal, defined under ORS 346.680 as: "any animal trained to assist a physically impaired person in one or more daily life activities, including but not limited to:

- (a) Dog guides, as defined in ORS 346.610;
- (b) Hearing ear dogs, as defined in ORS 346.640;
- (c) An animal trained to pull a wheelchair;
- (d) An animal trained to fetch dropped items; and
- (e) An animal trained to perform balance work."

The proposed ordinance amends § 13.303 to provide this exemption.

3. Explain the fiscal impact (current year and ongoing).

NA

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain:

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**
- ❖ **What do the changes accomplish?**
- ❖ **Do any personnel actions result from this budget modification? Explain.**
- ❖ **Is the revenue one-time-only in nature?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**
- ❖ **Has this request been made before? When? What was the outcome?**

If grant application/notice of intent, explain:

- ❖ **Who is the granting agency?**
- ❖ **Specify grant requirements and goals.**
- ❖ **Explain grant funding detail – is this a one time only or long term commitment?**
- ❖ **What are the estimated filing timelines?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**
- ❖ **How will the county indirect and departmental overhead costs be covered?**

4. Explain any legal and/or policy issues.

NA

5. Explain any citizen and/or other government participation that has or will take place.

NA

Required Signatures:

Department/Agency Director: *Thomas Sponsler*

Date: 11/18/2002

Budget Analyst

By:

Date:

Dept/Countywide HR

By:

Date:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

Amending MCC § 13.303 Animal Wastes, Duty to Remove, to Add Exemption for Assistance Animals.

(Language ~~stricken~~ is deleted; double- underlined language is new.)

Multnomah County Ordains as follows:

Section 1. MCC § 13.303 is amended as follows:

§ 13.303 Animal Wastes; Duty To Remove.

Any person in physical possession or control of any animal off the premises of the animal's owner or keeper shall immediately remove excrement or other solid waste deposited by the animal in any public area. This section shall not apply to any "Assistance Animal" as defined under ORS 346.680.

FIRST READING:

December 12, 2002

SECOND READING AND ADOPTION:

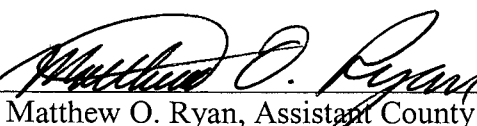
December 19, 2002

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By  _____
Matthew O. Ryan, Assistant County Attorney

AGENDA PLACEMENT REQUEST

Board Clerk Use Only:
Meeting Date: December 12, 2002

Bud Mod #:

Agenda Item #: R-8

Estimated Start Time: 11:10 AM

Date Submitted: 11/25/02

Requested Date: December 12, 2002

Time Requested: 10 mins

Department: Non-Departmental

Division: CCFC

Contact/s: Sue Cameron / Lisa Pellegrino

Phone: 503-988-6906

Ext.: 86906

I/O Address: 166/1075

Presenters: Lisa Pellegrino

Agenda Title: Notice of Intent to Apply for Grant Funds for Early Literacy Parent Training

NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.

Please answer all relevant questions; leave others blank. Please do not alter form.

- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

Approval to proceed with grant application. CCFC executive director has approved the request.

- 2. Please provide sufficient background information for the Board and the public to understand this issue.**

The Commission on Children, Families and Community has been working in partnership with the Leaders Roundtable and the Library on a Third Grade Reading Initiative aimed at increasing the number of third graders reading at grade level across the county. Both early childhood professionals and our partner schools agree that parents of preschool children need to understand the importance of reading to children from birth onward, to do so, and to connect to neighborhood schools before their children enter the K-12 system.

We are requesting approval to apply for grant funds to allow our partner schools to host parent trainings in the Early Words curriculum developed at Portland State University for parents of preschool children in their catchment area. This parent education program is designed to reinforce the importance of reading to young children, to encourage parents to do so, to give them tools to interest their children in books and to help parent understand what is expected of children when they enter the K-12 system. In addition,

trainers encourage parents access the public library and sign parents up for library cards. The parent training curriculum has been translated into Spanish, Russian and Vietnamese and is offered in four languages.

3. Explain the fiscal impact (current year and ongoing).

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain:

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**
- ❖ **What do the changes accomplish?**
- ❖ **Do any personnel actions result from this budget modification? Explain.**
- ❖ **Is the revenue one-time-only in nature?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**
- ❖ **Has this request been made before? When? What was the outcome?**

If grant application/notice of intent, explain:

- ❖ **Who is the granting agency?**

Oregon Community Foundation – Ready to Learn Initiative – Implementation Grant

- ❖ **Specify grant requirements and goals.**

The goal of OCF's Ready to Learn Grants is to allow communities to put recognized, proven Ready to Learn programs in place. OCF funds projects that facilitate communities working together to increase levels of readiness for children when they reach kindergarten.

Requirements include that the proposal is focused on enhancing language and literacy primarily for ages 0-3, uses best practices and is research based, is collaborative and non-duplicative, is inclusive and includes a bi- or multi-lingual component, and can demonstrate how readiness will increase as a result of the program.

- ❖ **Explain grant funding detail – is this a one time only or long term commitment?**

Implementation grants are \$25,000-\$30,000 and can be renewed for up to 3 years.

- ❖ **What are the estimated filing timelines?**

Applications are due December 20, 2002.

- ❖ **If a grant, what period does the grant cover?**

Grants are awarded in February 2003 and cover one year.

- ❖ **When the grant expires, what are funding plans?**

Other grant funds and potential funding through Title I at Title I schools.

- ❖ **How will the county indirect and departmental overhead costs be covered?**

Through grant funds and in-kind donation by CCFC, Library and partner schools.

4. Explain any legal and/or policy issues involved.

None.

5. Explain any citizen and/or other government participation that has or will take place.

Not applicable.

Required Approvals (typed names indicate approval)

Department/Agency Director (type name of approver):

Sue Cameron

Agenda Review Team

By: (type name of approver):

Date:

BOGSTAD Deborah L

From: PELLEGRINO Elise M
Sent: Monday, November 25, 2002 10:00 AM
To: #AGENDA REVIEW TEAM
Cc: BOGSTAD Deborah L
Subject: Exemption Request to Consider Notice of Intent to Apply for Grant Funds at December 12, 2002 Board Meeting

I am writing to request that the attached Notice of Intent be heard at the December 12, 2002 board meeting. I am requesting an exemption from the usual three week notice time for the following reasons:

- I just received notice of the availability of these grants approximately three weeks ago.
- We are partnering with the library, the Leaders Roundtable and 20 county schools for the proposal and it has taken this time to put the collaboration in place.
- The grant application is due on December 20, 2002.

Thanks for your consideration.



AgendaPlacementR
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Lisa Pellegrino
Policy Director
Commission on Children, Families and Community
(503)988-6951
elise.m.pellegrino@co.multnomah.or.us

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:
Meeting Date: December 12, 2002

Agenda Item #: R-9

Est. Start Time: 11:15 AM

Date Submitted: 12/12/02

Requested Date: December 12, 2002

Time Requested: 5 minutes

Department: Non-Departmental

Division: Commission District 3

Contact/s: Terri Naito

Phone: 503 988-4105

Ext.: 84105

I/O Address: 503/600

Presenters: Commissioner Lisa Naito

Agenda Title: RESOLUTION Approving Intergovernmental Agreement Regarding Regional Power Governance Model Project

NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.

-
1. **What action are you requesting from the Board? What is the department/agency recommendation?**

Approval.

2. **Please provide sufficient background information for the Board and the public to understand this issue.**

Authorizes Commissioner Lisa Naito to sign an IGA to more formally work with Clackamas, Washington, and possibly other Willamette Valley counties on a Regional Power Governance Model.

3. **Explain the fiscal impact (current year and ongoing).**

None.

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain:

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**
- ❖ **What do the changes accomplish?**
- ❖ **Do any personnel actions result from this budget modification? Explain.**
- ❖ **Is the revenue one-time-only in nature?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
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If grant application/notice of intent, explain:

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- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**
- ❖ **How will the county indirect and departmental overhead costs be covered?**

4. Explain any legal and/or policy issues.

None.

5. Explain any citizen and/or other government participation that has or will take place.

Will result in intergovernmental agreement with Clackamas and Washington Counties, and possibly Marion, Polk and Yamhill Counties.

Required Signatures:

Department/Agency Director: *Lisa Naito*

Date: December 4, 2002

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Approving Intergovernmental Agreement Regarding Regional Power Governance Model Project

The Multnomah County Board of Commissioners Finds:

- a. On September 19, 2002, the Board adopted Resolution 02-122 authorizing Commissioner Lisa Naito, District 3, and Chair Diane Linn to participate and make recommendations regarding possible public acquisition of Portland General Electric.
- b. The participating jurisdictions developed an intergovernmental agreement (IGA) for the purpose of creating a workgroup to explore formation of an intergovernmental entity to provide electric utility service to the northern Willamette Valley.
- c. The County will benefit from participation in the workgroup created by the IGA to develop the regional power governance models described in the agreement.

The Multnomah County Board of Commissioners Resolves:

1. Multnomah County approves the Intergovernmental Agreement Regarding Regional Power Governance Model Project attached to this Resolution.
2. Commissioner Lisa Naito, District 3, is authorized and directed to execute that Intergovernmental Agreement Regarding Regional Power Governance Model Project and other documents necessary to implement this IGA.

ADOPTED this 12th day of December 2002.

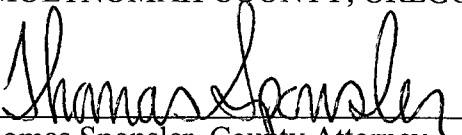
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____


Thomas Sponsler, County Attorney

**INTERGOVERNMENTAL AGREEMENT REGARDING
REGIONAL POWER GOVERNANCE MODEL
PROJECT**

PARTICIPANTS

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is made and entered into pursuant to ORS 190.010, by and among the Oregon counties of Clackamas, Multnomah, and Washington (collectively the "Participating Jurisdictions"), political subdivisions of the State of Oregon.

PURPOSE

The purpose of this IGA is to create a working group among the Participating Jurisdictions within or containing a portion of the Portland General Electric ("PGE") electric power service territory to work with interested persons to explore the formation of an Intergovernmental Entity ("IGE") pursuant to ORS 190.080, or other appropriate public entity, to provide electric utility service to the northern Willamette Valley.

RECITALS

PGE is for sale as a consequence of the bankruptcy of Enron Corporation, the current owner of PGE. Furthermore, PGE has recently instituted very large rate increases for every one of its customers. PGE customers pay among the highest rates for electricity in the Pacific Northwest.

Customers of PGE, residents, businesses, and other organizations located in the Participating Jurisdictions have asked each of the counties of Clackamas, Marion, Multnomah, Polk, Washington, and Yamhill to engage a study of the potential governance models and advantages to ratepayers and the region as a whole that could result from the purchase of PGE by an IGE.

The Participating Jurisdictions will undertake this regional governance project at the same time that the City of Portland continues its efforts to acquire the PGE system.

Initiation of this regional governance project has been encouraged by the major organizations representing ratepayers, including the Citizens Utility Board of Oregon ("CUB") and Industrial Customers of Northwest Utilities ("ICNU") and others.

This IGA creates the Regional Power Governance Steering Committee ("Steering Committee"), allows for the addition of more members, and authorizes it to carry out the exploration of regional power governance models as described in this Agreement.

AGREEMENTS

The Participating Jurisdictions agree as follows:

1. Governance Proposal. The Steering Committee (described below) will cause to be created a regional power governance proposal. The creation of this proposal will involve consultation with and participation by interested stakeholders and the public.
2. Recommendation. After analysis, the Steering Committee will recommend to the Participating Jurisdictions a governance model or models that will provide a complete governmental framework to allow the accomplishment of the goal of public ownership and operation of the PGE system in its current service area.
3. Powers and Authority. The Steering Committee is advisory in nature. It has the authority to select and contract with professional advisors, to obtain information necessary or desirable to prepare its report and to complete its work, and to incur expenditures not to exceed the funds that it has available to it. It does not have any governmental powers and it does not have the authority to commit any of the Participating Jurisdictions to any obligation of any kind except as expressly stated herein.

4. Governance. The Steering Committee and will consist of one representative from each Participating Jurisdiction. Additional members may be added to the Steering Committee by the signing of this IGA by the new member and the approval of the addition by amendment of is agreement by the Participating Jurisdictions. Each Participating Jurisdiction may appoint an alternate representative who may attend Steering Committee meetings and deliberate and vote in the absence of the Participating Jurisdiction's primary representative. The Steering Committee may invite members from interest groups or other interested parties to attend and, when permitted by the Chair, participate in Committee meetings.

All meetings of the Steering Committee shall be held in accordance with Oregon Public Meeting Laws, ORS 192.610, et seq. A majority of the voting members of the Committee shall constitute a quorum for purposes of conducting business. Each member of the Steering Committee that has contributed to the funding of the work of the Committee shall have one vote. Unless otherwise provided, when a quorum is present decisions of the Committee shall require a majority vote of the representatives in attendance.

5. Steering Committee Chair. The Steering Committee shall select and appoint a Steering Committee Chair. The Chair will be the presiding officer of the Committee.

6. Steering Committee Funding. It is intended the Steering Committee will be self-sufficient in its operation. Cost of operating and maintaining Steering Committee will be borne from grants and contributions provided to the Steering Committee. These monies shall be for the sole and exclusive use of the Steering Committee for its operation, administration, and work. Washington County shall serve as the treasurer of the Committee and will accept and maintain such funds in a special account. Washington

County shall serve as the contracting agent for the Steering Committee for any professional services the Committee chooses to engage. The Steering Committee may request specific funding from the Participating Jurisdictions, which will be made in each Participating Jurisdiction's sole discretion, and which is not a precondition of participation in Committee activities, but is a precondition of voting on matters before the Committee. Any funds contributed by the Participating Jurisdictions will be reimbursed from the bond proceeds in the event an IGE concludes a transaction.

7. Duration, Withdrawal, and Termination. This Agreement will terminate automatically on the creation of an IGE, by unanimous vote of the Steering Committee or by the withdrawal of all Participating Jurisdictions. Any Participating Jurisdiction may withdraw from the Steering Committee and terminate its participation hereunder by providing written notice to the Chair. Any funds that remain in the Steering Committee account upon termination (and not required to pay expenses) shall be transferred to the IGE and become its funds if it has been formed or, if it has not been formed, shall be returned pro-rata to the donor entities or to such other entities as the donors may designate.

8. IGE. The organizing and governance document for an IGE should include:

- (a) The purposes of the IGE and the scope of its activities;
- (b) The obligations and responsibilities of the member organizations;
- (c) The members of the initial board of directors and their terms of office;
- (d) Identification of any standing committees (e.g. audit, ratemaking, environmental policy) and their authority;
- (e) A description of the annual report to be prepared by the IGE and its audit;

- (f) Statements of general principles and policies consistent with those of the Participating Jurisdictions in the areas of nondiscrimination, ethics, contracting, etc.;
- (g) Express recognition of the application of Oregon laws, policies, and procedures applicable to governmental entities;
- (h) With respect to staff and operations:
 - (i) A general organizational outline;
 - (ii) A method by which the IGE can outsource utility functions to privately-held entities and other utility services companies;
- (i) With respect to outsourcing of utility functions, a commitment to ensure high levels of system reliability and service quality and a strategy for monitoring and enforcing outsourced contracts;
- (j) A detailed outline of a ratemaking process and a plan to establish a complete ratemaking process;
- (k) The qualifications for and method of selecting members of the board of directors;
- (l) An authorization to issue revenue bonds;
- (m) A clear statement that the debts, liabilities and obligations of the entity are those of the entity alone, are not the debts, liabilities and obligations of the Participating Jurisdictions, either jointly or severally, and a method for the distribution of assets and liabilities of the entity upon termination of the entity; and,
- (n) A term for the agreement, which shall be perpetual.

This list of IGE characteristics is not exclusive nor is it intended to limit the work of the Steering Committee in any way, including exploring forms of governance other than IGE's.

9. Amendments. This Agreement may only be modified or amended by a writing executed by all Participating Jurisdictions.

10. Effective Date. This Agreement shall become effective as to a Participating Jurisdiction when it has been signed on behalf of the Participating Jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be effective as of the respective dates stated below.

Clackamas County

By: _____ Date _____

Multnomah County

By: _____ Date _____

Washington County

By: _____ Date _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 02-154

Approving Intergovernmental Agreement Regarding Regional Power Governance Model Project

The Multnomah County Board of Commissioners Finds:

- a. On September 19, 2002, the Board adopted Resolution 02-122 authorizing Commissioner Lisa Naito, District 3, and Chair Diane Linn to participate and make recommendations regarding possible public acquisition of Portland General Electric.
- b. The participating jurisdictions developed an intergovernmental agreement (IGA) for the purpose of creating a workgroup to explore formation of an intergovernmental entity to provide electric utility service to the northern Willamette Valley.
- c. The County will benefit from participation in the workgroup created by the IGA to develop the regional power governance models described in the agreement.

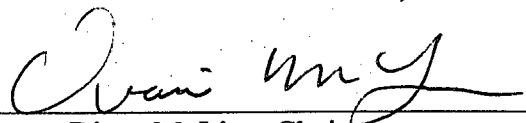
The Multnomah County Board of Commissioners Resolves:

1. Multnomah County approves the Intergovernmental Agreement Regarding Regional Power Governance Model Project attached to this Resolution.
2. Commissioner Lisa Naito, District 3, is authorized and directed to execute that Intergovernmental Agreement Regarding Regional Power Governance Model Project and other documents necessary to implement this IGA.

ADOPTED this 12th day of December 2002.

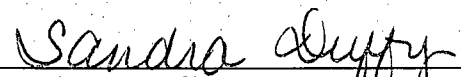


BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Sandra N. Duffy, Assistant County Attorney

**INTERGOVERNMENTAL AGREEMENT REGARDING
REGIONAL POWER GOVERNANCE MODEL
PROJECT**

PARTICIPANTS

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is made and entered into pursuant to ORS 190.010, by and among the Oregon counties of Clackamas, Marion, Multnomah, and Washington (collectively the "Participating Jurisdictions"), political subdivisions of the State of Oregon.

PURPOSE

The purpose of this IGA is to create a working group among the Participating Jurisdictions within or containing a portion of the Portland General Electric ("PGE") electric power service territory to work with interested persons to explore the formation of an Intergovernmental Entity ("IGE") pursuant to ORS 190.080, or other appropriate public entity, to provide electric utility service to the northern Willamette Valley.

RECITALS

PGE is for sale as a consequence of the bankruptcy of Enron Corporation, the current owner of PGE. Furthermore, PGE has recently instituted very large rate increases for every one of its customers. PGE customers pay among the highest rates for electricity in the Pacific Northwest.

Customers of PGE, residents, businesses, and other organizations located in the Participating Jurisdictions have asked each of the counties of Clackamas, Marion, Multnomah, Polk, Washington, and Yamhill to engage a study of the potential

governance models and advantages to ratepayers and the region as a whole that could result from the purchase of PGE by an IGE.

The Participating Jurisdictions will undertake this regional governance project at the same time that the City of Portland continues its efforts to acquire the PGE system.

Initiation of this regional governance project has been encouraged by the major organizations representing ratepayers, including the Citizens Utility Board of Oregon ("CUB") and Industrial Customers of Northwest Utilities ("ICNU") and others.

This IGA creates the Regional Power Governance Steering Committee ("Steering Committee"), allows for the addition of more members, and authorizes it to carry out the exploration of regional power governance models as described in this Agreement.

AGREEMENTS

The Participating Jurisdictions agree as follows:

1. Governance Proposal. The Steering Committee (described below) will cause to be created a regional power governance proposal. The creation of this proposal will involve consultation with and participation by interested stakeholders and the public.
2. Recommendation. After analysis, the Steering Committee will recommend to the Participating Jurisdictions a governance model or models that will provide a complete governmental framework to allow the accomplishment of the goal of public ownership and operation of the PGE system in its current service area.
3. Powers and Authority. The Steering Committee is advisory in nature. It has the authority to select and contract with professional advisors, to obtain information necessary or desirable to prepare its report and to complete its work, and to incur expenditures not to exceed the funds that it has available to it. It does not have any governmental powers and it does not have the authority to commit any of the Participating Jurisdictions to any obligation of any kind except as expressly stated herein.

4. Governance. The Steering Committee and will consist of one representative from each Participating Jurisdiction. Additional members may be added to the Steering Committee by the signing of this IGA by the new member and the approval of the addition by amendment of this agreement by the Participating Jurisdictions. Each Participating Jurisdiction may appoint an alternate representative who may attend Steering Committee meetings and deliberate and vote in the absence of the Participating Jurisdiction's primary representative. The Steering Committee may invite members from interest groups or other interested parties to attend and, when permitted by the Chair, participate in Committee meetings.

All meetings of the Steering Committee shall be held in accordance with Oregon Public Meeting Laws, ORS 192.610, et seq. A majority of the voting members of the Committee shall constitute a quorum for purposes of conducting business. Each member of the Steering Committee that has contributed to the funding of the work of the Committee shall have one vote. Unless otherwise provided, when a quorum is present decisions of the Committee shall require a majority vote of the representatives in attendance.

5. Steering Committee Chair. The Steering Committee shall select and appoint a Steering Committee Chair. The Chair will be the presiding officer of the Committee.

6. Steering Committee Funding. It is intended the Steering Committee will be self-sufficient in its operation. Cost of operating and maintaining Steering Committee will be borne from grants and contributions provided to the Steering Committee. These monies shall be for the sole and exclusive use of the Steering Committee for its operation,

administration, and work. Washington County shall serve as the treasurer of the Committee and will accept and maintain such funds in a special account. Washington County shall serve as the contracting agent for the Steering Committee for any professional services the Committee chooses to engage. The Steering Committee may request specific funding from the Participating Jurisdictions, which will be made in each Participating Jurisdiction's sole discretion, and which is not a precondition of participation in Committee activities, but is a precondition of voting on matters before the Committee. Any funds contributed by the Participating Jurisdictions will be reimbursed from the bond proceeds in the event an IGE concludes a transaction.

7. Duration, Withdrawal, and Termination. This Agreement will terminate automatically on the creation of an IGE, by unanimous vote of the Steering Committee or by the withdrawal of all Participating Jurisdictions. Any Participating Jurisdiction may withdraw from the Steering Committee and terminate its participation hereunder by providing written notice to the Chair. Any funds that remain in the Steering Committee account upon termination (and not required to pay expenses) shall be transferred to the IGE and become its funds if it has been formed or, if it has not been formed, shall be returned pro-rata to the donor entities or to such other entities as the donors may designate.

8. IGE. The organizing and governance document for an IGE should include:

- (a) The purposes of the IGE and the scope of its activities;
- (b) The obligations and responsibilities of the member organizations;
- (c) The members of the initial board of directors and their terms of office;
- (d) Identification of any standing committees (e.g. audit, ratemaking, environmental policy) and their authority;

- (e) A description of the annual report to be prepared by the IGE and its audit;
- (f) Statements of general principles and policies consistent with those of the Participating Jurisdictions in the areas of nondiscrimination, ethics, contracting, etc.;
- (g) Express recognition of the application of Oregon laws, policies, and procedures applicable to governmental entities;
- (h) With respect to staff and operations:
 - (i) A general organizational outline;
 - (ii) A method by which the IGE can outsource utility functions to privately-held entities and other utility services companies;
- (i) With respect to outsourcing of utility functions, a commitment to ensure high levels of system reliability and service quality and a strategy for monitoring and enforcing outsourced contracts;
- (j) A detailed outline of a ratemaking process and a plan to establish a complete ratemaking process;
- (k) The qualifications for and method of selecting members of the board of directors;
- (l) An authorization to issue revenue bonds;
- (m) A clear statement that the debts, liabilities and obligations of the entity are those of the entity alone, are not the debts, liabilities and obligations of the Participating Jurisdictions, either jointly or severally, and a method for the distribution of assets and liabilities of the entity upon termination of the entity; and,
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IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be effective as of the respective dates stated below.

Clackamas County

By: _____

Date

Multnomah County

By: *Jose Nauto*

12/12/02
Date

Washington County

By: _____

Date

Marion County

By: _____

Date

LC - 1

(EXTRA
ORIGINAL)

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

PROCLAMATION NO. 02-150

Recognizing the Long and Distinguished Service of Ginnie Cooper to Multnomah County Library

The Multnomah County Board of Commissioners Finds:

- a. Ginnie Cooper arrived on April Fools Day 1990 and is leaving on Friday the 13th 2002 and that alone deserves its own story.
- b. In the twelve years Ginnie Cooper has been the Director of Multnomah County Library, she has, through her extraordinary vision, dedication of employees, volunteers, and with the support of voters, helped the library to grow from a good library to a great library, one recognized as a national leader.
- c. Because of Ginnie Cooper, communities throughout Multnomah County now have libraries that are points of pride for neighborhoods. Libraries have become something more than just a place to get books. They are destinations where people gather to read, learn, teach and share.
- d. Under her leadership, Multnomah County Library has grown to serve the needs of an ever-increasing population of new residents, babies, toddlers, school aged children, seniors, jobseekers, small business owners, and non- native speakers.

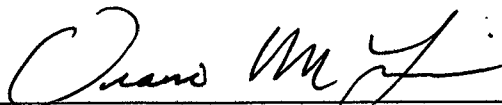
The Multnomah County Board of Commissioners Proclaims:

The Multnomah County Board of Commissioners recognizes the significant contributions Ginnie Cooper has made to Multnomah County and to the Multnomah County Library. She leaves behind a rich legacy of leadership, vision, and wonderful libraries that the citizens of Multnomah County can be proud of.

ADOPTED this 12th Day of December, 2002.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Diane M. Linn, Chair

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:
Meeting Date: December 12, 2002

Agenda Item #: B-3

Est. Start Time: 11:15 AM

Date Submitted: 11/18/02

Requested Date: 12/12/02

Time Requested: 30 minutes

Department: Library

Division: Director's Office

Contact/s: Ginnie Cooper, Cameron Vaughan-Tyler, Becky Cobb

Phone: 988-5403, 988-5499

Ext.: 85499

I/O Address: 317/Admin

Presenters: Ginnie Cooper, Cameron Vaughan-Tyler, Becky Cobb

Agenda Title: Results of Library Levy Election

NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.

- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

No action is requested.

- 2. Please provide sufficient background information for the Board and the public to understand this issue.**

This is a briefing to provide information about voting patterns and levels of support in different areas of Multnomah County for the November library levy election. The presentation will include a county map showing where the levy passed and failed by precinct and we will also describe voting patterns over the last three levy elections.

The briefing will also include a five-year projection of the library's funding with the impacts of compression and lower property tax values reflected in the revenues expected from the library levy.

3. Explain the fiscal impact (current year and ongoing).

The ability to collect revenue under the new levy will be impacted by:

- Additional compression property tax compression in Portland due to the passage of the children's and park's levy;
- Additional compression due to the Shiloh decision taking effect;
- Lower growth than anticipated in property values, particularly commercial properties.

Estimated shortfall for the five year period is approximately \$25 million dollars. See the attached spreadsheet for details.

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain:

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues.

This is an informational briefing so the Board can be fully informed of the library's level of voter support and the library's financial situation for the next five years.

5. Explain any citizen and/or other government participation that has or will take place.

This briefing will provide some interpretation of the voters' passage of the five year library levy in November.

Required Signatures:

Department/Agency Director:

Ginnie Cooper

Date: 11/18/02

Budget Analyst

By:

Date:

Dept/Countywide HR

By:

Date:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

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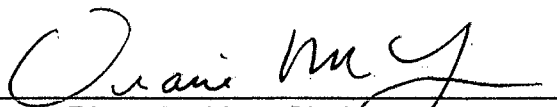
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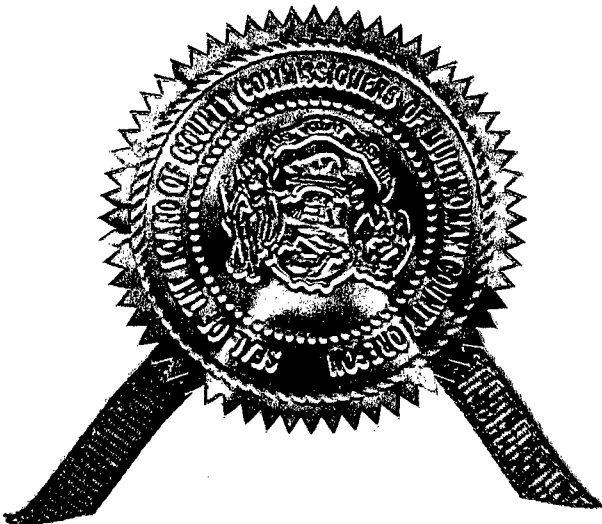
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ADOPTED this 12th Day of December, 2002.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair



Library Forecast Summary

Updated To Reflect Actual FY 02-03 Assessed Value

	FY 03-04	FY 04-05	FY 05-06	FY 06-07	FY 07-08	Totals
Forecast Expenditures - June, 2002	\$ 50,198,671	\$ 51,934,898	\$ 54,550,976	\$ 57,288,897	\$ 59,398,531	\$ 273,371,973
Add'l Expenditures (PERS Increase)	759,848	781,124	802,436	826,509	851,304	4,021,220
Total Expenditures	\$ 50,958,519	\$ 52,716,021	\$ 55,353,412	\$ 58,115,406	\$ 60,249,835	\$ 277,393,193
Forecast Revenue - June, 2002	\$ 48,441,271	\$ 50,248,966	\$ 52,384,230	\$ 54,737,803	\$ 57,185,101	\$ 262,997,371
Reduction in General Fund Contribution	(960,386)	(1,148,931)	(1,302,511)	(1,467,275)	(1,586,051)	(6,465,155)
Reduction in Local Option Revenue	(728,442)	(648,721)	(809,947)	(1,009,776)	(1,168,118)	(4,365,004)
Total Revenue	\$ 46,752,443	\$ 48,451,314	\$ 50,271,771	\$ 52,260,752	\$ 54,430,932	\$ 252,167,212
Estimated Annual Shortfall	\$ (4,206,076)	\$ (4,264,707)	\$ (5,081,641)	\$ (5,854,654)	\$ (5,818,903)	\$ (25,225,981)

Assumptions:

PERS Increase - 4% of Payroll; Consistent w/ Budget Planning Estimates - Actual Rate Will Not Be Known Until January, 2003

Assessed Value Growth Lower Than Originally Estimated (See Below)

Estimated Compression - Resulting From Lower Forecast Growth - Increases Local Option Loss from 21.5% to 23% of Total Revenue

No New Tax Levies Approved Over Term of This Library Levy; Additional Local Options Will Increase Compression

Assessed Value Growth		
	June '02	Nov '02
02-03	4.00%	1.46%
03-04	4.00%	3.00%
04-05	4.25%	3.50%
05-06	4.25%	3.75%
06-07	4.50%	4.00%
07-08	4.50%	4.25%

Election History on Special Levies to continue Library Services

November 5th General Election 2002 Measure 26-36

Number of people voting	245,238		Turnout	67.45%
Yes	137,150	58.12%	No	98,828
				41.88%

Successful passage.

May 21st 2002 Primary Election Measure 26-32

Number of people voting	162,212		Turnout	47%
Yes	90954	58.99%	No	63,225
				41.01%

Successful passage, but could not be put into effect due to double majority rule requiring a 50% voter turnout.

November 4th 1997 Special Election Measure 26-58

Number of people voting	194,639		Turnout	50%
Yes	111,934	51.24%	No	100,348
				45.94

Because this was a special election, successful passage with a double majority was needed and achieved.

What does all of this tell us?

People love their libraries and are willing to pay for them.

Library usage is at its highest ever and it is continuing to increase. Focus groups showed us unequivocally that although citizens are feeling the pinch of a sagging economy and record high unemployment, they continue to see the fundamental value of their library.

While other library measures failed across the State, more people voted to support Multnomah County Library than have ever done so before. In good times and in bad, voters recognize the value of the library and the services provided.

Voters have repeatedly been given the option of deciding whether they would support the library through property taxes. Every time, the answer has been yes.



REGIONAL LAND INFORMATION SYSTEM

Measure 26-36
Multnomah Levy
County Library Service

November 5, 2002 General Election

- 0% to 39% - Yes
- 40% to 49% - Yes
- 50% to 59% - Yes
- 60% to 69% - Yes

NOTES:

1. This map was prepared by the Multnomah County Library Service. It is not a legal document. It is for informational purposes only. It is not to be used for legal purposes. It is not to be used for legal purposes. It is not to be used for legal purposes.

1 inch equals 0.75 miles

Location Map

MULTNOMAH COUNTY LIBRARY SERVICE
400 NORTHWEST 2ND AVENUE, SUITE 200, PORTLAND, OREGON 97208-3776
TEL: 503/797-1142 FAX: 503/797-1143
WWW.MULTNOMAH.CO.ORG



Elections Division

John Kauffman, Director of Elections
1040 SE Morrison Street, Portland, OR 97214
Phone 503-988-3720 | Fax 503-988-3719 | TTY 1-800-735-2900

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Multnomah County Online Voters' Pamphlet - November 2002 General Election MULTNOMAH COUNTY

Measure No. 26-36

CAPTION: Renew Five-Year Local Option Levy for County Library Services

QUESTION: Shall Multnomah County continue library services with levy of 75.5 cents per \$1000 assessed value for five years beginning 2003?

This measure may cause property taxes to increase more than three percent.

SUMMARY: The library levy approved by voters in 1997 expires June 2003. It provides about half the library's funds. If not renewed, library service will be greatly reduced. Libraries will be open fewer hours and buy fewer books.

At the May 2002 election, 58.99% of voters approved renewal of the Library levy. It could not take effect because of inadequate turnout. That five-year levy would have begun July 2002. This levy begins July 2003.

The Library levy will:

- Keep Central and neighborhood libraries open;
- Restore Monday hours at Central and four busiest libraries;
- Continue services for young and school-age children, story hours for babies and toddlers, homework help;
- Continue services for seniors, job seekers, small businesses, delivery to homebound;
- Buy library books, magazines and other materials.

The levy raises approximately \$26.7 million in 2003-04, \$27.8 million in 2004-05, \$29.0 million in 2005-2006, \$30.3 million in 2006-2007, and \$31.7 million in 2007-2008.

This new levy replaces the current Library levy. An average value single-family residence will pay \$7.93 monthly.

The estimated tax cost for this measure is an **ESTIMATE ONLY** based on the best information available from the county assessor at the time of estimate.

EXPLANATORY STATEMENT

Continue Existing Multnomah County Library Services

On May 21, 2002, about 59% of those voting approved the renewal of the Multnomah County Library levy for five fiscal years commencing July 1, 2002. The measure could not take effect because less than 50% of those registered to vote cast ballots in that election.

Measure 26-36, will replace the current library levy that expires next year. Its cost will be 75.5 cents per \$1,000 assessed value per year. This replaces the charge for the current Library levy. According to the County Assessment and Taxation, the average single family home would pay about \$7.93 per month for this levy.

RESULT OF A 'YES' VOTE

Measure 26-36 will fund continued library services at Multnomah County libraries including Central Library and:

Albina Library
Belmont Library
Capitol Hill Library
Fairview/Columbia Library
Gregory Heights Library
Gresham Library
Hillsdale Library
Holgate Library

Hollywood Library
Midland Library
North Portland Library
Northwest Library
Rockwood Library
Sellwood-Moreland Library
St. Johns Library
Woodstock Library

Library Services Expected to be Renewed and Restored, include:

- Multnomah County libraries open six days a week for an average of 53-58 hours each;
- Monday hours restored at Central Library and the four busiest branches;
- Central Library and neighborhood libraries open Sunday afternoons;
- Library services for young and school-age children - story hours for babies and toddlers, homework help, summer reading and services for children in child care;
- Library services for jobseekers, small business owners, those speaking English as a Second Language;
- Buying more new books, magazines, and other library materials.

How Are Libraries Used?

- An average of 24 books are checked out every year, for every man, woman and child in the County;
- More than 34,000 children participate in the Library's Summer Reading Program;
- More than 52,000 people attend library events for children and teens each year;