

## ANNOTATED MINUTES

Tuesday, February 28, 1995 - 1:00 - 5:00 PM  
Justice Center, 14th Floor Conference Room B  
1111 SW Second, Portland

### WORK SESSION

WS-1 Elected Officials Will Meet for Stakeholder Goal Setting Regarding Property Tax Abatement Policy. Facilitated by Elaine Hallmark.

**ELAINE HALLMARK FACILITATED SESSION ATTENDED BY BEVERLY STEIN, GARY HANSEN, DON ROBERTSON, GUSSIE McROBERT, SHARRON KELLEY, DAN SALTZMAN, TANYA COLLIER, PAUL THALHOFER, MICHAEL ODGEN, ETHAN SELTZER, CATHEY BRIGGS, JOHN DORST, SHARON TIMKO, DAVE WARREN, COURTNEY WILTON, BOB RIECK, MARCY JACOBS, LISA NISENFELD, PAMELA WEV, KEITH WITCOSKY, MARK CAMPBELL, BARRY CROOK, MIKE SABA, BOB ROBISON, JIM MAYER, JIM BARNETT, MEGANNE STEELE, DICK ROMANO, ROB FUSSELL, BETH PEARCE AND MARK CLEMONS. COUNTY TO PURSUE ADDITIONAL INFORMATION AND DISCUSSION ON ALLOCATION OF COMMUNITY SERVICE FEE. FACILITATOR TO SUBMIT OUTCOME OF WORK SESSION GOALS AND OBJECTIVES FOR TECHNICAL ADVISORY COMMITTEE TO DRAFT STRATEGIC INVESTMENT PROGRAM POLICY FOR STAKEHOLDERS REVIEW AND FINE-TOOLING PRIOR TO PUBLIC REVIEW.**

---

Thursday, March 2, 1995 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

### REGULAR MEETING

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

### CONSENT CALENDAR

**UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, THE CONSENT CALENDAR (ITEMS C-1 THROUGH C-6)**

**WAS UNANIMOUSLY APPROVED.**

**NON-DEPARTMENTAL**

- C-1 In the Matter of the Appointment of Roberto Reyes Colón to the  
MULTNOMAH COUNTY COMMUNITY ACTION COMMISSION

**MANAGEMENT SUPPORT**

- C-2 Ratification of Amendment No. 1 to Intergovernmental Agreement Contract 500405 Between Multnomah County and the City of Portland, (Consolidation of the City's Business License Law and the County's Business Income Tax Program) Providing Technical Changes in Administration of Back Tax Years, for the Period June 24, 1993 through June 24, 1998

**COMMUNITY AND FAMILY SERVICES DIVISION**

- C-3 Ratification of Intergovernmental Agreement Contract 104115 Between Multnomah County and Portland Public School District #1, Providing Reimbursement for the Salary of a Portland Public School Staff Person for Services in Connection with Transition of the Mental Health System for Multnomah County Partners Project Clients into the Children's Capitation Project, for the Period July 1, 1994 through March 15, 1995

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- C-4 ORDER in the Matter of the Execution of Deed D951171 for the Repurchase of Certain Tax Foreclosed Property to Former Owner Tina Wright

**ORDER 95-42.**

**JUVENILE JUSTICE DIVISION**

- C-5 Ratification of Amendment No. 1 to Intergovernmental Agreement Contract 100295 Between Clackamas County and Multnomah County, Providing Additional Funds in the Amount of \$6,000 for the Continuation of Court Ordered Electronic Monitoring Services as an Alternative to Detention for Multnomah County Youth Awaiting Formal Disposition, for the Period Upon Execution through June 30, 1995

**DEPARTMENT OF HEALTH**

- C-6 Ratification of Intergovernmental Agreement Contract 201735 Between Multnomah County and Oregon Health Sciences University, Providing Laboratory Services Necessary to Test Blood Specimens for "T" Lymphocyte Typing, for the Period November 1, 1994 through October 31, 1995

## REGULAR AGENDA

### PUBLIC COMMENT

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

**NO ONE WISHED TO COMMENT.**

### MANAGEMENT SUPPORT

- R-2 Presentation in the Matter of Employee Service Awards Honoring Multnomah County Employees with Five to Twenty-Five Years of Service

**BOARD GREETED, ACKNOWLEDGED AND PRESENTED 5 YEAR AWARDS TO DONALD ACKER AND ELIZABETH PANKEN OF CFS; CHARLOTTE BOETTCHER, CHRISTINE BRIDWELL, SHERYL CHARLES, EARL FLEMMING AND VALERIA JONES OF DCC; MARY RUSSELL OF DES; JIMI JOHNSON OF JJD; DONNA DENGEL AND LINDA INDINDOLI OF DLS; AND DEBORAH BOGSTAD, JOHN LEGRY, ROBERT TRACHTENBERG AND JOY TUMBAGA OF NOND. 10 YEAR AWARDS PRESENTED TO CATHERINE BLACKMAN OF CFS; TRUDY LANE OF DA; ReGINA GUION OF DH; KHABIRA McDOW OF DES; AND HANA BUNTIN, SUSAN QUIN AND JANICE WEINSTOCK OF DLS. 15 YEAR AWARDS PRESENTED TO JOHN RATTO OF DA; JAMES BERRY, CRAIG FLOWER AND GARY HALL OF DES; ANGIE FISHER AND BARBARA GORTER OF DLS; AND MELINDA HARRIS AND JEANETTE STAINO OF NOND. 20 YEAR AWARDS PRESENTED TO THOMAS GRINNEL OF DCC; AND SUSAN AYERS AND PENELOPE MALMQUIST OF NOND. 25 YEAR AWARDS PRESENTED TO ROBIN KIRKMAN OF DES; RICHARD SCOTT OF JJD; AND LINDA EASLEY OF DLS.**

### DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-3 First Reading of a Proposed ORDINANCE Amending the Multnomah County Comprehensive Plan Map and Sectional Zoning Maps and Correcting Errors in Ordinance 745

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

**MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF FIRST READING. MARK HESS EXPLANATION. NO ONE WISHED TO TESTIFY. FIRST READING UNANIMOUSLY APPROVED. SECONDED READING SCHEDULED FOR THURSDAY, MARCH 9, 1995.**

R-4 Ratification of the Transportation Initiatives' Intergovernmental Agreement Contract 301745 Between Multnomah County and the City of Gresham, Providing for the Transfer of Approximately 70 Miles of County Roads to the City of Gresham; One Pick-Up Truck; Responsibilities for Transportation Planning, Development Review and Permit Issuance, and Stormwater Management Functions; and Funding in the Amount of \$400,000 Per Year Plus COLA Beginning July 1, 1995

R-5 Ratification of the Transportation Initiatives' Intergovernmental Agreement Contract 301755 Between Multnomah County and the City of Troutdale, Providing for the Transfer of One Mile of County Roads to the City of Troutdale; Responsibilities for Transportation Planning, Development Review and Permit Issuance, and Stormwater Management Functions; and Funding in the Amount of \$5,600 Per Year Plus COLA Beginning July 1, 1995

**AT THE REQUEST OF CHAIR STEIN AND UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER HANSEN, R-4 AND R-5 WERE UNANIMOUSLY CONTINUED TO THURSDAY, MARCH 9, 1995.**

#### **SHERIFF'S OFFICE**

R-6 Request for Approval to Donate Certain Multnomah County Surplus Computer Items to the U.S. Naval Sea Cadet Corps, a Non-Profit Organization

**COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-6. LARRY AAB AND FRANNA HATHAWAY EXPLANATION AND RESPONSE TO BOARD QUESTIONS. DONATION UNANIMOUSLY APPROVED.**

#### **DEPARTMENT OF HEALTH**

R-7 Budget Modification MCHD 4 Requesting Authorization to Increase HIV Programs Within the HIV & STD Services Division Budget to Reflect Receipt of Two Grants to Enhance Services for HIV Clients

**COMMISSIONER SALTZMAN MOVED AND**

**COMMISSIONER KELLEY SECONDED, APPROVAL OF R-7. COMMISSIONER HANSEN EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.**

- R-8 Budget Modification MCHD 5 Requesting Authorization to Move Dollars to Correct Funds, Organizations and Categories Within the Health Department Budget

**COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-8. COMMISSIONER HANSEN AND TOM FRONK EXPLANATION AND RESPONSE TO BOARD QUESTIONS AND COMMENTS. BUDGET MODIFICATION UNANIMOUSLY APPROVED.**

**PUBLIC CONTRACT REVIEW BOARD**

(Recess as the Board of County Commissioners and convene as the Public Contract Review Board)

- R-9 ORDER in the Matter of an Exemption to Exceed the 20% Change Order Limitation for the Animal Control Remodel/Repair Construction

**COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-9. FRANNA HATHAWAY AND COMMISSIONER COLLIER EXPLANATION. ORDER 95-43 UNANIMOUSLY APPROVED.**

(Recess as the Public Contract Review Board and reconvene as the Board of County Commissioners)

The regular meeting was recessed at 10:03 a.m. and the work session convened at 10:08 a.m.

---

Thursday, March 2, 1995 - 10:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

**WORK SESSION**

- WS-2 Discussion on Need for Consultant to Assist in the Development of a Tax Abatement Policy. Presented by Sharon Timko.

**SHARON TIMKO PRESENTATION OF OPTIONS TO**

**EXPEDITE DRAFT POLICY. MS. TIMKO, JOHN DuBAY, MARCY JACOBS, ROB FUSSELL, MARK CLEMONS AND MICHAEL ODGEN RESPONSE TO BOARD QUESTIONS AND DISCUSSION. TECHNICAL ADVISORY TEAM TO SUBMIT DRAFT STRATEGIC INVESTMENT PROGRAM POLICY TO COUNTY BOARD BY NOON, THURSDAY, MARCH 23, 1995. STAKEHOLDERS WORK SESSION TO REVIEW AND REVISE DRAFT POLICY SCHEDULED FOR 1:35 PM, TUESDAY, MARCH 28, 1995, HEARING ROOM 602, COURTHOUSE. REVISED DRAFT POLICY TO BE SUBMITTED TO COUNTY BOARD BY NOON, MONDAY, APRIL 3, 1995. PUBLIC HEARING ON PROPOSED STRATEGIC INVESTMENT PROGRAM POLICY SCHEDULED FOR 1:35 PM, TUESDAY, APRIL 11, 1995, HEARING ROOM 602, COURTHOUSE. FIRST READING, PUBLIC HEARING AND POSSIBLE ADOPTION OF PROPOSED STRATEGIC INVESTMENT PROGRAM POLICY ORDINANCE SCHEDULED FOR 9:30 AM, THURSDAY, APRIL 13, 1995, HEARING ROOM 602, COURTHOUSE. IF NEEDED, SECOND READING OF ORDINANCE SCHEDULED FOR 9:30 AM, THURSDAY, APRIL 20, 1995, HEARING ROOM 602, COURTHOUSE.**

---

Thursday, March 2, 1995 - 11:00 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

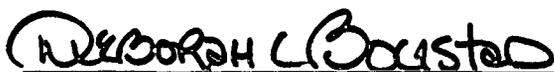
**EXECUTIVE SESSION**

- E-1 The Multnomah County Board of Commissioners Will Meet in Executive Session Pursuant to ORS 192.660(1)(h) for Consultation with Counsel Concerning Legal Rights and Duties Regarding Litigation Likely to be Filed. Presented by John DuBay and Scott Pemble.

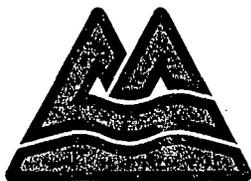
**EXECUTIVE SESSION HELD.**

There being no further business, the meeting was adjourned at 12:00 p.m.

OFFICE OF THE BOARD CLERK  
for MULTNOMAH COUNTY, OREGON



Deborah L. Bogstad



# MULTNOMAH COUNTY OREGON

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

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

## AGENDA

### MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

#### FOR THE WEEK OF

#### FEBRUARY 27, 1995 - MARCH 3, 1995

- Tuesday, February 28, 1995 - 1:00 PM - Work Session . . . . . Page 2*  
*Justice Center, 14th Floor Conference Room B*  
*1111 SW Second, Portland*
- Thursday, March 2, 1995 - 9:30 AM - Regular Meeting . . . . . Page 2*
- Thursday, March 2, 1995 - 10:30 AM - Work Session . . . . . Page 4*
- Thursday, March 2, 1995 - 11:00 AM - Executive Session . . . . . Page 4*

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

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

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

Tuesday, February 28, 1995 - 1:00 - 5:00 PM  
Justice Center, 14th Floor Conference Room B  
1111 SW Second, Portland

**WORK SESSION**

WS-1 *Elected Officials Will Meet for Stakeholder Goal Setting Regarding Property Tax Abatement Policy. Facilitated by Elaine Hallmark.*

---

Thursday, March 2, 1995 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

**REGULAR MEETING**

**CONSENT CALENDAR**

**NON-DEPARTMENTAL**

C-1 *In the Matter of the Appointment of Roberto Reyes Colòn to the MULTNOMAH COUNTY COMMUNITY ACTION COMMISSION*

**MANAGEMENT SUPPORT**

C-2 *Ratification of Amendment No. 1 to Intergovernmental Agreement Contract 500405 Between Multnomah County and the City of Portland, (Consolidation of the City's Business License Law and the County's Business Income Tax Program) Providing Technical Changes in Administration of Back Tax Years, for the Period June 24, 1993 through June 24, 1998*

**COMMUNITY AND FAMILY SERVICES DIVISION**

C-3 *Ratification of Intergovernmental Agreement Contract 104115 Between Multnomah County and Portland Public School District #1, Providing Reimbursement for the Salary of a Portland Public School Staff Person for Services in Connection with Transition of the Mental Health System for Multnomah County Partners Project Clients into the Children's Capitation Project, for the Period July 1, 1994 through March 15, 1995*

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

C-4 *ORDER in the Matter of the Execution of Deed D951171 for the Repurchase of Certain Tax Acquired Property to Former Owner Tina Wright*

**JUVENILE JUSTICE DIVISION**

C-5 *Ratification of Amendment No. 1 to Intergovernmental Agreement Contract*

*100295 Between Clackamas County and Multnomah County, Providing Additional Funds in the Amount of \$6,000 for the Continuation of Court Ordered Electronic Monitoring Services as an Alternative to Detention for Multnomah County Youth Awaiting Formal Disposition, for the Period Upon Execution through June 30, 1995*

**DEPARTMENT OF HEALTH**

*C-6 Ratification of Intergovernmental Agreement Contract 201735 Between Multnomah County and Oregon Health Sciences University, Providing Laboratory Services Necessary to Test Blood Specimens for "T" Lymphocyte Typing, for the Period November 1, 1994 through October 31, 1995*

**REGULAR AGENDA**

**PUBLIC COMMENT**

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

**MANAGEMENT SUPPORT**

*R-2 Presentation in the Matter of Employee Service Awards Honoring Multnomah County Employees with Five to Twenty-Five Years of Service*

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

*R-3 First Reading of a Proposed ORDINANCE Amending the Multnomah County Comprehensive Plan Map and Sectional Zoning Maps and Correcting Errors in Ordinance 745*

*R-4 Ratification of the Transportation Initiatives' Intergovernmental Agreement Contract 301745 Between Multnomah County and the City of Gresham, Providing for the Transfer of Approximately 70 Miles of County Roads to the City of Gresham; One Pick-Up Truck; Responsibilities for Transportation Planning, Development Review and Permit Issuance, and Stormwater Management Functions; and Funding in the Amount of \$400,000 Per Year Plus COLA Beginning July 1, 1995*

*R-5 Ratification of the Transportation Initiatives' Intergovernmental Agreement Contract 301755 Between Multnomah County and the City of Troutdale, Providing for the Transfer of One Mile of County Roads to the City of Troutdale; Responsibilities for Transportation Planning, Development Review and Permit Issuance, and Stormwater Management Functions; and Funding in the Amount of \$5,600 Per Year Plus COLA Beginning July 1, 1995*

**SHERIFF'S OFFICE**

- R-6 *Request for Approval to Donate Certain Multnomah County Surplus Computer Items to the U.S. Naval Sea Cadet Corps, a Non-Profit Organization*

**DEPARTMENT OF HEALTH**

- R-7 *Budget Modification MCHD 4 Requesting Authorization to Increase HIV Programs Within the HIV & STD Services Division Budget to Reflect Receipt of Two Grants to Enhance Services for HIV Clients*
- R-8 *Budget Modification MCHD 5 Requesting Authorization to Move Dollars to Correct Funds, Organizations and Categories Within the Health Department Budget*

**PUBLIC CONTRACT REVIEW BOARD**

*(Recess as the Board of County Commissioners and convene as the Public Contract Review Board)*

- R-9 *ORDER in the Matter of an Exemption to Exceed the 20% Change Order Limitation for the Animal Control Remodel/Repair Construction*
- (Recess as the Public Contract Review Board and reconvene as the Board of County Commissioners)*

---

*Thursday, March 2, 1995 - 10:30 AM*  
**(OR IMMEDIATELY FOLLOWING REGULAR MEETING)**

*Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland*

**WORK SESSION**

- WS-2 *Discussion on Need for Consultant to Assist in the Development of a Tax Abatement Policy. Presented by Sharon Timko. 30 MINUTES REQUESTED.*

---

*Thursday, March 2, 1995 - 11:00 AM*  
**(OR IMMEDIATELY FOLLOWING REGULAR MEETING)**

*Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland*

**EXECUTIVE SESSION**

- E-1 *The Multnomah County Board of Commissioners Will Meet in Executive Session Pursuant to ORS 192.660(1)(h) for Consultation with Counsel Concerning Legal Rights and Duties Regarding Litigation Likely to be Filed. Presented by John DuBay and Scott Pemble. 1 HOUR REQUESTED.*

1995-1.AGE/31-34/dlb

Meeting Date: MAR 02 1995

Agenda No.: C-1

(Above Space for Board Clerk's Use *ONLY*)

**AGENDA PLACEMENT FORM**

SUBJECT: Appointment

BOARD BRIEFING: Date Requested:  
Amount of Time Needed:

REGULAR MEETING: Date Requested: March 2, 1995  
Amount of Time Needed: Consent Agenda

DEPARTMENT: Nondepartmental DIVISION: Chair's Office

CONTACT: Delma Farrell TELEPHONE: X-3953  
BLDG/ROOM: 106/1515

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

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

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

Appointment of Roberto Reyes Colon to Seat #1, Private Sector on the Community Action Commission for a term ending 6/30/95.

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: Beverly Stein  
OR  
DEPARTMENT MANAGER: \_\_\_\_\_

BOARD OF  
COMMUNITY DEVELOPMENT  
MULTNOMAH COUNTY  
OREGON  
1995 FEB 21 AM 9:35

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

*Any Questions? Call the Office of the Board Clerk at 248-3277 or 248-5222.*



INTEREST FORM FOR BOARDS AND COMMISSIONS

In order for the County Chair to more thoroughly assess the qualifications of persons interested in serving on a Multnomah County board or commission, you are requested to fill out this interest form as completely as possible. You are encouraged to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, published writing, affiliations, etc.

A. Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. (See attached list.)

MULTNOMAH COUNTY COMMUNITY ACTION COMMISSION

B. Name Roberto Reyes Colon

Address 4218 SW PRIMROSE ST.

City PORTLAND, State OR Zip Code 97219

Do you live in unincorporated Multnomah County or a city within Multnomah County. [checked]

Home Phone 503. 293-0353

C. Current Employer STATE OF OREGON - DAS

Address 155 COTTAGE ST. NE

City SALEM, State OR Zip Code 97219

Your Job Title PROGRAM COORDINATOR

Work Phone 503. 373. 7679 (Ext)

Is your place of employment located in Multnomah County? Yes No [checked]

Table with 3 columns: Previous Employers, Dates, Job Title. Contains three empty rows.

CONTACT: DANA BROWN, STAFF MCCAC 426 SW STARK, 6TH FLOOR PORTLAND OR 97204 248-5464 x4780 / 248-3332 (FAX)

OFFICE OF THE MULTNOMAH COUNTY CHAIR 1120 SW FIFTH, ROOM 1410 PORTLAND, OREGON 97204 (503) 248-3308

E. Please list all current and past volunteer activities and any organizations with which you are affiliated.

Name of Organization	Dates	Responsibilities

F. Please list all post-secondary school education and any training experiences:

Name of School	Dates	Responsibilities

G. Please list the name, address, and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.

---



---

H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

---



---



---

I. Affirmative Action Information

sex/racial ethnic background

Birth date: Month 09 Day 28 Year 45

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my appointment to a board/commission, may result in my dismissal.

Signature *[Handwritten Signature]* Date 12/19/94

Meeting Date: MAR 02 1995  
Agenda No.: C-2

(Above space for Clerk's Office Use)

**AGENDA PLACEMENT FORM**

SUBJECT: Amend Intergovernmental Agreement/City of Portland Business License and Multnomah County Business Income Tax

BOARD BRIEFING Date Requested: \_\_\_\_\_

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

REGULAR MEETING Date Requested: March 2, 1995

Amount of Time Needed: Consent Agenda

DEPARTMENT: MSS DIVISION: Finance

CONTACT: Dave Boyer TELEPHONE #: x3312  
BLDG/ROOM #: 106/1430

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

ACTION REQUESTED:

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

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

Amend intergovernmental agreement with the City of Portland, consolidating the City's Business License Law and Multnomah County's Business Income Tax. (Original contract on file in Board Clerk's Office)

No financial impact, technical changes in administration of back tax years.

*3/7/95 ORIGINALS TO TERESA SULLIVAN*

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_  
OR  
DEPARTMENT MANAGER: *[Signature]*

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

MULTNOMAH COUNTY  
OREGON  
BOARD OF  
COUNTY COMMISSIONERS  
1995 FEB 22 AM 9:10

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



CONTRACT APPROVAL FORM  
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 500405  
Amendment # \_\_\_\_\_

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-2</u> DATE <u>3/2/95</u>  <u>DEB BOGSTAD</u>  <b>BOARD CLERK</b></p>
--	--	---

Department Non-Departmental MSS Division Finance Date 2/16/95

Contract Originator Dave Boyer Phone x3903 Bldg/Room 106/1430

Administrative Contact Theresa Sullivan Phone x2006 Bldg/Room 106/1430

Description of Contract Consolidation administration of the City of Portland's Business License Law and the Multnomah County Business Income Tax, amend original agreement dated 7/29/93.

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

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

Contractor Name City Of Portland Bureau of Licenses

Mailing Address 1120 SW Fifth Ave., Rm. 1206  
Portland OR 97204

Phone 823-5157 (Dennis Nelson)

Employer ID# or SS# \_\_\_\_\_

Effective Date \_\_\_\_\_

Termination Date \_\_\_\_\_

Original Contract Amount \$ \_\_\_\_\_

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

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

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

REQUIRED SIGNATURES:

Department Manager [Signature]

Purchasing Director (Class II Contracts Only) [Signature]

County Counsel [Signature]

County Chair / Sheriff [Signature]

Contract Administration (Class I, Class II Contracts Only) \_\_\_\_\_

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

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_

Lump Sum \$ \_\_\_\_\_  Due on receipt

Monthly \$ \_\_\_\_\_  Net 30

Other \$ \_\_\_\_\_  Other \_\_\_\_\_

Requirements contract - Requisition required.

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

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

Encumber: Yes  No

Date 2/16/95

Date \_\_\_\_\_

Date 2/17/95

Date March 2, 1995

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.											
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION CANARY - INITIATOR PINK - FINANCE

MULTNOMAH COUNTY, OREGON  
CITY OF PORTLAND

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT entered into by and between Multnomah County, Oregon, hereinafter "County", and the City of Portland, hereinafter "City", is pursuant to authority of ORS Chapter 190.

WITNESSETH, the parties hereto recite the following reasons for entering into this agreement:

- a. The consolidated administration of the City of Portland's Business License Law and the Multnomah County Business Income Tax has simplified reporting requirements for businesses.
- b. In June 1993, the City of Portland and Multnomah County entered into an Intergovernmental Agreement for the City's Bureau of Licenses to administer the County's business income tax program beginning January 1, 1994. Ordinance No. 166675. This agreement stated that if the Oregon Department of Revenue was unwilling or unable to continue their responsibility of collecting taxes for tax years prior to 1993, the City and County could enter into an agreement to authorize the Bureau of Licenses to collect these prior years taxes.
- c. The Oregon Department of Revenue has notified Multnomah County that it is unwilling to collect these prior years taxes. The Bureau of Licenses is willing and able to collect these prior years taxes.

NOW THEREFORE, the parties agree to amend the existing Intergovernmental Agreement between the City and the County for administration of the County's business income tax program.

The agreement shall be amended by replacing Section 1. E. with the following language.

1. General Administration

E. The Bureau will begin collection of the tax imposed under the County Business Income Tax on January 1, 1994. As the administrator, the Bureau is authorized to collect any and all taxes, penalties, and interest for any tax year.

The agreement between the parties shall otherwise remain unaltered, and in full force and effect.

IN WITNESS WHEREOF, the authorized representatives of the City and the County, as parties hereto, acting pursuant to the authority granted to them, have

HEREBY AGREED:

CITY OF PORTLAND

MULTNOMAH COUNTY

By \_\_\_\_\_  
Mayor  
City of Portland, Oregon

By *Annelle Stein*  
Chair  
Multnomah County Board of  
Commissioners

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

Date signed: March 2, 1995

Approved as to Form:

Reviewed by:

\_\_\_\_\_  
Jeffrey L. Rogers  
City Attorney

*Laurence Kressel*  
for Laurence Kressel  
County Counsel for Multnomah County

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-2 DATE 3/2/95  
DEB BOGSTAD  
BOARD CLERK

11061

EXHIBIT B

MULTNOMAH COUNTY, OREGON  
CITY OF PORTLAND

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT entered into by and between Multnomah County, Oregon, hereinafter "County", and the City of Portland, hereinafter "City", is pursuant to authority of ORS Chapter 190.

WITNESSETH, the parties hereto recite the following reasons for entering into this agreement:

- a. The consolidated administration of the City of Portland's Business License Law and the Multnomah County Business Income Tax would simplify reporting requirements for businesses and reduce administrative costs for both the City and the County;
- b. A consolidated program would allow businesses to follow a single set of procedures and definitions and to file a single reporting form for both the City and the County;
- c. The City and the County have jointly developed a plan to achieve code conformity and consolidated administration;
- d. The City is willing and able to administer the Multnomah County Business Income Tax for the County.

NOW THEREFORE, in consideration of the mutual promises contained herein and as authorized by ORS 190.010 to 190.030, the parties agree as follows:

1. General Administration.

A. The City of Portland's Bureau of Licenses (the Bureau) shall supervise and administer the Multnomah County Business Income Tax Law, imposed by the Multnomah County Code as adopted by the Multnomah County Commission (the County Business Income Tax).

B. The Bureau shall be responsible for all administration of the County Business Income Tax, including, but not limited to, adopting administrative rules, collecting estimated tax payments, auditing returns, assessing and collecting tax deficiencies, including penalties and interest, making refunds, hearing appeals, and taking any other action necessary to administer and collect taxes under the County

Business Income Tax. The County shall be responsible for defending any claims against the County Business Income Tax regarding the legal validity or constitutionality of the County Business Income Tax.

C. In performing its duties under this Agreement, the Bureau may in its discretion determine what action shall be taken to enforce the provisions of the County Business Income Tax and collect the tax imposed thereunder. In exercising its discretion, the Bureau shall provide a level of service comparable to the level of service it provides in the administration of the Business License Law. If the Bureau deems it necessary to vary substantially from this standard, the Bureau shall notify the County of the need and obtain its written consent.

D. The Bureau will begin administration of the County Business Income Tax on July 1, 1993. The County shall provide the Bureau with all information necessary for the administration of the County Business Income Tax on or before September 1, 1993.

E. The Bureau will begin collection of the tax imposed under the County Business Income Tax on January 1, 1994. The Department of Revenue, State of Oregon, (the Department) shall be responsible for collection of all taxes for the tax years prior to that date, under the agreement previously existing between the County and the Department. If the Department is otherwise unwilling or unable to collect taxes for prior tax years, the City and County may enter into a separate agreement to authorize the Bureau to collect taxes under the County Business Income Tax for prior tax years.

F. Appeals Board.

1. The County designates the Business License Appeals Board, as created by the Business License Law, as the body for reviewing taxfiler appeals from final determinations made by the Bureau under the County Business Income Tax.

2. The County Chair shall provide recommendations for appointments to be made by the Mayor to the Business License Appeals Board. The Mayor shall appoint one (1) of the three (3) public members of the Business License Appeal Board from the list of recommendations submitted by the County Chair.

2. Payments to the County.

The Bureau shall deposit all taxes collected under this Agreement to a trustee account within the City established on behalf of and for the benefit of the County. The account shall earn interest based on the City's internal interest allocation used for its own funds. The City shall, after deducting its cost of administration, refunds and other credits, remit the balance of the tax collected under this Agreement to the County by the tenth (10th) business day following the close of each month. The Bureau shall maintain a reserve balance of approximately Seventy five thousand dollars (\$75,000). Payments of taxes collected under this Agreement shall be made by the Bureau to the County's Local Government Investment Pool Account No. 4017. Should extraordinary refunds, adjustments, or credits require funds in excess of \$75,000, the County shall transfer necessary funds to the Bureau from its Local Government Investment Pool Account No. 4017 to the City's Local Government Investment Pool Account No. 4002. The Bureau shall prepare monthly reconciliations of deposits made and net revenues collected. The Bureau shall provide a minimum of 10 days prior notice if it requires transfer by the County of an amount equal to or greater than \$500,000.

3. Payments to the City.

Effective July 1, 1993, the City shall receive compensation for administering the County Business Income Tax. For fiscal year 1993-94, the County shall pay compensation to the City in the amount of Three hundred fifty thousand dollars (\$350,000). The City is authorized to deduct the first Three hundred fifty thousand dollars (\$350,000) collected in taxes under this Agreement in fiscal year 1993-94 as this compensation. For fiscal year 1994-95, the County shall compensate the City in the amount of Four hundred fifty thousand dollars (\$450,000). For fiscal year 1995-96 and thereafter, the annual compensation for the City for administration services shall be Four hundred fifty thousand dollars (\$450,000), adjusted annually by the greater of three percent (3%) or the Portland Consumer Price Index All Urban Consumers (CPI-U) as issued by the US Department of Labor, Bureau of Labor Statistics during February of each year. Except for the compensation paid in fiscal year 1993-94, the compensation to the City shall be paid in twelve (12) equal payments, deducted from payments to the County as described in paragraph 2. Payments to the City shall be made by the tenth (10th) business day following the close of each month.

4. Notification of Changes.

A. County Business Income Tax Changes. The parties shall cooperate in amending the County Business Income Tax or the Business License Law to ensure uniformity and consistency in these respective codes and in administration. Both parties to this Agreement shall notify the other of any intent to make changes, whether in the law or in the tax or fee rates, at least ninety (90) days prior to adopting the change. If both parties mutually agree to make changes, such changes may take effect in less than the ninety (90) days required.

B. Administrative Rules. The County's Finance Director, or designee, shall be involved in the development of Administrative Rules. The Bureau shall not initiate the public process for review and comment on proposed Administrative Rules until the County's Finance Director and the Bureau mutually agree on the content and substance of the Administrative Rules. The Bureau shall notify the County's Finance Director at least thirty (30) days prior to scheduling any public hearing on proposed Administrative Rules, unless both parties mutually agree to notice of less than thirty (30) days.

5. Reports.

A. The Bureau shall provide a receipts and expenditure report to the County at the close of each of the City's accounting periods. The Bureau will deliver a preliminary report, estimating receipts and expenditures by tax year, to the County by the 10th day of each month. If the 10th day falls on a legal holiday or on a weekend, the preliminary report will be delivered on the following business day.

B. The Bureau shall provide the County with quarterly reports of large potential refunds, due to amended returns, appeals or overpaid estimates. For purposes of the preceding sentence, "large" shall mean an accumulated total of at least \$75,000

C. The Bureau shall provide a written annual summary of the proceeding year to the County, showing the number of tax returns filed and dollars paid by entity type, total revenues collected, refunds paid, administrative costs, and other pertinent information.

D. The Bureau will provide other reports, or may discontinue or combine any of the above reports, as the Bureau

and the County may mutually agree. If the reports requested by the County require extensive programming time, the City and the County may agree upon additional charges to be paid for such additional work under this Agreement.

6. Information.

A. The parties will cooperate in exchanging information and making joint public announcements to promote the effective administration of the County Business Income Tax and the Business License Law. In regard to the County Business Income Tax, all public announcements and all correspondence relating to policy matters and public relations will be the County's responsibility. The Bureau shall promptly notify the County of any matter arising from the administration of the County Business Income Tax that may require any legislative amendments or affect County policy, including any policy relating to the amount of taxes collected.

B. Public Records.

1. All work performed by the City under the terms of this agreement shall be considered to be the property of the County. The County shall own any and all data, documents, plans, working papers and any other materials the City produces in connection with this Agreement. Upon termination of this Agreement, the City shall deliver all materials produced in connection with this Agreement, upon reasonable notice from the County.

2. The Bureau may receive public records requests for County Business Income Tax records obtained by or provided to the Bureau under this Agreement. Any requests for such records shall be forwarded to the County's Finance Director by the following business day. The Finance Director may determine if the requested records exist, and if such records are subject to the public records law. Any determination made by the County under the public records law shall be the County's sole responsibility, including but not limited to any legal defenses of such determinations.

7. Limitations and Conditions.

A. To the extent permitted by Oregon law, the City shall indemnify, within the limits of the Oregon Tort Claims, the County from any and all claims, demands, settlements or judgments, including all costs and attorney fees, arising from

any of the Bureau's activities under this Agreement, provided, that the City shall not be required to indemnify the County for any such claims, demands, settlements or judgments arising from the wrongful acts of the County's officers, agents or employees.

B. To the extent permitted by Oregon law, the County shall indemnify, within the limits of the Oregon Tort Claims, the City from any and all claims, demands, settlements or judgments, including all costs and attorney fees, arising from any of the County's activities under this Agreement, provided, that the County shall not be required to indemnify the City for any such claims, demands, settlements or judgments arising from the wrongful acts of the City's officers, agents or employees.

#### 8. Confidentiality.

A. The information provided by individual taxpayers on tax returns shall be treated as confidential information to the extent permitted under Oregon law. Such information may be disclosed to the County, for purposes of monitoring or overseeing the Bureau's administration of the County Business Income Tax or for County revenue forecasting and budgeting. If authorized by the County's Finance Director, County officers, agents or employees may have access to such information after the execution of a certificate of confidentiality. The certificate shall advise the officer, agent or employee of the penalties for disclosure of confidential information. The County shall obtain and keep on file such certificates for its employees, agents and officers, and will provide a copy of the certificate to the Bureau.

B. When making requests for such information, other than routinely agreed upon reports, the County shall give not less than ten (10) days prior notice to the Bureau, stating the information desired, the purpose of the request and the use to be made of such information.

C. The County may audit the Bureau's administration of the County Business Income Tax, applying generally accepted audit standards. The County shall provide reasonable prior notice of its intent to audit the Bureau. Prior to beginning the audit, all County officers, agents or employees participating in the audit shall execute confidentiality certificates as provided herein.

D. The County's Finance Director may, at the County's expense, request and have installed one "inquiry only" telephone

access line to the Bureau's business database. Access to the database shall be restricted to the Finance Director and any designees. Access to the database shall be protected by restrictions, including but not limited to password access codes and physical lockouts. Prior to the installation of the "inquiry only" line, confidentiality certificates shall be executed by the Finance Director and any designees to be given access to the line.

9. Term.

A. The term of this Agreement shall be five years from the date it is executed by all parties, unless terminated by operation of law or by either party upon six months prior written notice. Prior to the termination date of this Agreement, the County and the Bureau will determine the disposition of pending matters which will not otherwise be completed within the term of this Agreement, and the Bureau will provide the County with such records as are necessary for the County to commence collecting the tax under the County Business Income Tax.

B. At its sole option, the County may extend the term of this Agreement by additional five year increments, beyond the initial five year period.

10. Integration.

This Agreement embodies the whole of the agreement between the parties for the administration of the County Business Income Tax. Any prior written or oral agreements shall be superseded hereby. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by the parties.

11. Severability.

If any provisions of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

12. Notice.

A. Project Managers. The City Project Manager shall be the Director of the City's Bureau of Licenses, or such other person as shall be designated in writing by the Director. The County's Project Manager shall be the County Finance Director, or

such other person as shall be designated in writing by the County Finance Director.

B. Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party specifies in writing:

If to the City: Bureau of Licenses Director  
1120 SW 5th Avenue, Room 1206  
Portland, Oregon 97204

If to the County: Multnomah County Finance Director  
1120 SW 5th Avenue, Room 1430  
Portland, Oregon 97204

IN WITNESS WHEREOF, the authorized representatives of the City and the County, as parties hereto, acting pursuant to the authority granted to them, have

HEREBY AGREED:

CITY OF PORTLAND

MULTNOMAH COUNTY

By Vera Katz  
Mayor  
City of Portland, Oregon

By [Signature]  
Chair  
Multnomah County Board of  
Commissioners

Date signed: 7/29/93

Date signed: 6-24-93

Approved as to Form:

Reviewed by:

Benjamin Walters  
Jeffrey L. Rogers *Deputy*  
City Attorney

[Signature]  
Laurence Kressel  
County Counsel for  
Multnomah County

license\misc.bew\intergov.agr

ORDINANCE NO. 166675

Authorize Intergovernmental Agreement which contracts with Multnomah County for the Bureau of Licenses to administer the Multnomah County Business Income Tax program (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

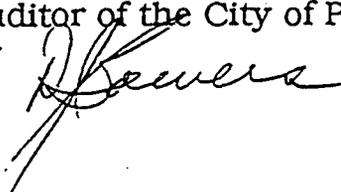
1. Both the City of Portland and Multnomah County have a business license or business tax, assessed on business within their respective boundaries.
2. The City's business license and the County's business income tax are calculated using similiar methods and calculations.
3. Administration of both programs by one jurisdiction will save businesses preparation time and money, and will save taxpayer dollars in administration costs.
4. Administration of both programs by the City of Portland will retain control of the programs at the local level, and provide businesses with a local agency to provide services and responses to questions.

NOW, THEREFORE, the Council directs:

- a. The Mayor is authorized and directed to execute on behalf of the City an intergovernmental agreement with Multnomah County substantially similar to that attached to this ordinance as Exhibit A.

Passed by the Council, JUN 24 1993

Commissioner Gretchen Kafoury  
GK:DN:TK  
June 10, 1993

BARBARA CLARK  
Auditor of the City of Portland  
By  Deputy

MEETING DATE: MAR 0 2 1995

AGENDA NO: C-3

(Above Space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of an Agreement with Portland Public Schools

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: 5 Minutes

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

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

DEPARTMENT: \_\_\_\_\_ DIVISION Community and Family Services

CONTACT: Carolynne Webber TELEPHONE #: 248-3691 x2583  
BLDG/ROOM #: 161/200

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/James Edmondson/Janice Gratton

ACTION REQUESTED:

INFORMATION ONLY  POLICY DIRECTION  APPROVAL  OTHER

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

Approval of the attached Intergovernmental Agreement between the Multnomah County Community and Family Services Division's Child and Adolescent Mental Health and Youth Program Office and Portland Public Schools for the period July 1, 1994 through March 15, 1995. This agreement allows Multnomah County to reimburse Portland Public Schools for the salary of a PPS staff while working on the Multnomah County Capitation Project.

*3/7/95 ORIGINALS TO CAROLYNNE WEBBER*

SIGNATURES REQUIRED:

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

DEPARTMENT MANAGER/DIVISION DIRECTOR: *Lorenzo Poe*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Question: Call the Office of the Board Clerk 248-5222

(WPDOC)

6/93

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1995 FEB 22 AM 9:10



# MULTNOMAH COUNTY OREGON

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

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

## MEMORANDUM

TO: Board of County Commissioners  
FROM: Lorenzo T. Poe, Jr., Director *Lorenzo Poe, Jr.*  
Community and Families Services Division  
DATE: January 26, 1995  
REQUESTED PLACEMENT DATE:  
RE: Approval of an Agreement with Portland Public Schools

I. Action Requested:

Approval of an Intergovernmental Agreement with Portland Public Schools.

II. Background/Analysis:

Portland Public Schools, Oregon Mental Health and Developmental Disabilities Services Division and Multnomah County are participants in a cooperative effort known as the Multnomah County Partners Project. All parties in the project have been contributing to a pool of funds to pay for the Project. In July 1994 a PPS staff began work on a different Multnomah County Child and Adolescent Mental Health Program project. Multnomah County agreed to reimburse Portland Public Schools (PPS) for the salary and fringe benefits PPS paid their staff person while working on the County project.

III. Financial Impact:

The County will reimburse Portland Public Schools up to \$36,864.50 for the services of the PPS staff person.

IV. Legal Issues:

N/A

V. Controversial Issues:

N/A

VI. Link to Current County Policies:

This agreement provides needed assistance in the transition of the mental health system for Partners Project clients into the Children's Capitation Project (Medicaid Demonstration).

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

N/A

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

Contract # 104115

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

<p align="center"><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p align="center"><b>CLASS II</b></p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p align="center"><b>CLASS III</b></p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><input type="checkbox"/> Intergovernmental Revenue Agreement</p> <p align="center"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>C-3</u> DATE <u>3/2/95</u></p> <p align="center"><u>DEB BOGSTAD</u> BOARD CLERK</p>
---	---	--

Department: \_\_\_\_\_ Division: COMMUNITY & FAMILY SERVICES Date: DECEMBER 20, 1994

Contract Originator: \_\_\_\_\_ Phone: \_\_\_\_\_ Bldg/Room: \_\_\_\_\_

Administrative Contact: CAROLYNNE WEBBER Phone: 248-3691 X2583 Bldg/Room: 161/200

Description of Contract: An IGA wherein County will reimburse PPS for Eileen Deck services related to the capitation project.

RFP/BID #: N/A IGA Date of RFP/BID: \_\_\_\_\_ Exemption Expiration Date: \_\_\_\_\_

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

<p>Contractor Name: <u>PORTLAND PUBLIC SCHOOLS</u></p> <p>Mailing Address: <u>531 SE 14TH AVENUE</u> <u>PORTLAND OR 97214</u></p> <p>Phone: <u>503-280-5840 (FAX 280-6468)</u></p> <p>Employer ID# or SS#: <u>N/A</u></p> <p>Effective Date: <u>JULY 1, 1994</u></p> <p>Termination Date: <u>March 15, 1995</u></p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ <u>36,864.50</u></p>	<p>Remittance Address (if different) _____</p> <p>Payment Schedule _____ Terms _____</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input checked="" type="checkbox"/> Other \$ <u>ITEMIZED BILL</u> <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
--	--

**REQUIRED SIGNATURES:**

Department Manager: *Lolando Paez* Date: 2/19/95

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

County Counsel: *Katie Garza* Date: 2/21/95

County Chair/Sheriff: *Philly Jean* Date: March 2, 1995

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

VENDOR CODE			VENDOR NAME					TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCIP	AMOUNT	INC DEC IND
01.	156	010	<u>1310<sup>9</sup></u>		<u>280-5840</u>	<u>C110</u>		<u>CAPL</u> <u>CM</u>	<u>Permanor</u>	15,000	
02.	156	010	<u>0110</u>			<u>6110</u>		<u>CAPL</u>		21,864.50	

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION  
AND  
PORTLAND PUBLIC SCHOOLS

THIS AGREEMENT is between MULTNOMAH COUNTY, acting by and through its Community and Family Services Division, hereinafter called COUNTY, and Portland Public School District #1, hereinafter called PPS.

I. PURPOSE

PPS and COUNTY are participants in a cooperative effort known as the Multnomah County Partners Project (hereafter the Project). The Project is funded in part by a grant awarded to the State of Oregon through Oregon's Mental Health and Developmental Disability Services Division (MHDDSD) by the Robert Wood Johnson Foundation. The Project's goal is to serve children and adolescents aged 5 through 18 years, residing in Portland or Centennial School Districts, whose emotional impairment places them at high risk of inpatient psychiatric hospitalization, or long-term care.

II. TERM

This Agreement is effective for the period July 1, 1994 (or when signed by both parties) through March 15, 1995.

III. SCOPE OF SERVICES

PPS will provide for the assignment/services of Elleen Deck (a PPS employee) to function as the Managed Care Planning Coordinator and provide technical support to the Project including:

- a. Meet individually with Project staff to consult on issues of public school or special education policy or procedure which affect PPS clients enrolled in the Project.
- b. Respond to questions or concerns from PPS special education or administrative staff who require assistance in working with the COUNTY on issues concerning mental health services.
- c. Assist in the resolution of conflicts between the COUNTY and PPS around issues of services to common clients or parents, or issues of governance and responsibility for the Project.
- d. When requested, meet with PPS staff to respond to planning issues for medicaid services.
- e. Meet with Partners Project's Program Finance Advisory Council to present issues of managed care, for the COUNTY and assist in the transition of the mental health system for the Projects clients into the Children's Capitation Project (Medicaid Demonstration).
- f. Provide consultation or information to PPS audiences, as requested, on managed behavioral health care.
- g. Assist the COUNTY's Child and Adolescent Mental Health Program (CAMHP) administrative staff prepare financial proposals to Multnomah County school districts for participation in pooled funding options and expand them into the 1995-96 school year.

IV. Compensation

COUNTY agrees to reimburse PPS for the salary and benefits paid to and for Eileen Deck up to a maximum of \$36,864.50 for the contract period.

COUNTY will reimburse PPS for salary and benefits paid upon receipt of itemized bill and execution of this agreement.

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

MULTNOMAH COUNTY, OREGON

CONTRACTOR: PORTLAND PUBLIC SCHOOLS

By Lorenzo Poe, Jr. 2/9/95  
Lorenzo T. Poe, Jr., Dir. Date  
Community & Family Services Division

By \_\_\_\_\_  
Authorized Agency Signer Date

By Beverly Stein 3/2/95  
Beverly Stein, Date  
Multnomah County Chair

By \_\_\_\_\_  
Authorized Agency Signer Date

REVIEWED:  
LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By Katie Gaetjens 2/21/95  
Katie Gaetjens Date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-3 DATE 3/2/95  
DEB BOGSTAD  
BOARD CLERK

MULTNOMAH COUNTY CONTRACT NO. 104115  
CONDITIONS OF INTERGOVERNMENTAL AGREEMENT

The attached contract for services between Multnomah County, herein "COUNTY", and Portland Public School District #1, herein "PPS", is subject to the following:

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

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

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

4. PROPERTY OF COUNTY. All work performed by PPS under this contract shall be the property of the COUNTY.

5. WORKERS' COMPENSATION INSURANCE.

Each party shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer and shall comply with ORS 656.017. A certificate evidencing current Workers' Compensation insurance, shall be provided upon request to the other party.

6. INDEMNIFICATION.

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

PPS is an independent contractor and is solely responsible for the conduct of its programs. PPS, its employees and agents shall not be deemed employees or agents of COUNTY or DIVISION. COUNTY is an independent contractor and is solely responsible for the conduct of its programs. Neither COUNTY nor DIVISION, nor their employees and agents shall be deemed employees or agents of PPS.

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

COUNTY shall defend, indemnify, hold and save harmless the PPS, its officers, agents, and employees from damages arising out of the tortious acts of COUNTY, or its officers, agents and employees acting within the scope of their employment and duties in performance of this contract subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 10.

As a public body, the limits for liability, including personal injury and property damage are established by ORS 30.270. In the event that ORS 30.270 is amended to increase the amount of liability, COUNTY and PPS will abide by any statutory changes.

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

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

9. EARLY TERMINATION.

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

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

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

MEETING DATE: MAR 0 2 1995

AGENDA NO: C-4

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Request Approval of Repurchase Deed to Former Owner

BOARD BRIEFING: Date Requested: \_\_\_\_\_

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

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

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

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

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

Request approval of Repurchase Deed to former owner, Tina Wright.

Deed D951171 and Board Order attached.

*3/7/95 ORIGINAL DEED & COPIES OF ORDER & DEED TO TAX FILE*

**SIGNATURES REQUIRED:**

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

OR

DEPARTMENT MANAGER: *[Signature]* \_\_\_\_\_

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1995 FEB 21 AM 9:38

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of )  
Deed D951171 for Certain ) ORDER  
Tax Acquired Property to )  
WRIGHT, TINA )

It appearing that heretofore Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that WRIGHT, TINA is the former record owner thereof, and has applied to the county to repurchase said property for the amount of \$20,103.40 which amount is not less than that required by Section 275.180 ORS; and that it is for the best interests of the County that said application be accepted and that said property be sold to said former owner for said amount;

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

BRAZEE ST ADD  
LOTS 27 & 28, BLOCK 2

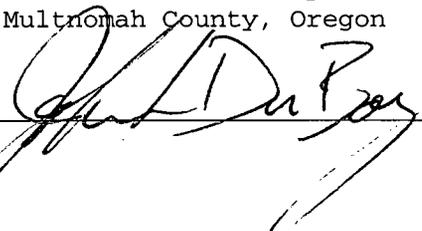
Dated at Portland, Oregon this            day of            , 1995.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

(SEAL)

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

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

By 

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of )  
Deed D951171 for the Repurchase of ) ORDER  
Certain Tax Foreclosed Property to ) 95- 42  
Former Owner Tina Wright )

WHEREAS, Multnomah County has acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes; and

WHEREAS, the former owner thereof has applied to the County to repurchase said property for the amount of \$20,103.40, which amount is not less than that required by ORS 275.180; and

WHEREAS, it is in the best interest of Multnomah County to accept the application and sell the property to the former owner for that amount; now therefore

IT IS HEREBY ORDERED that the Multnomah County Board of Commissioners hereby approves the sale of real property described as BRAZEE STREET ADDITION, LOTS 27 AND 28, BLOCK 2, in the County of Multnomah, State of Oregon to former owner Tina Wright; and

IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute the attached deed conveying title of the property to Tina Wright upon successful completion of all provisions of the sale.

DATED this 2nd day of March, 1995.

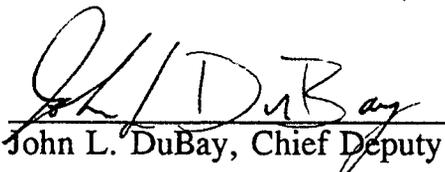


BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL  
MULTNOMAH COUNTY, OREGON

  
John L. DuBay, Chief Deputy

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to WRIGHT, TINA, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

BRAZEE ST ADD  
LOTS 27 & 28, BLOCK 2

The true and actual consideration paid for this transfer, stated in terms of dollars is \$20,103.40.

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

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

2405 NE 25TH AVE.  
PORTLAND OR 97212

IN WITNESS, WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 2nd day of March, 1995, by authority of an Order of said Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

*Beverly Stein*  
\_\_\_\_\_  
Beverly Stein, Chair

REVIEWED  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By *John L. DuBay*  
\_\_\_\_\_  
John L. DuBay, Chief Deputy

DEED APPROVED:  
Janice Druian, Director  
Assessment & Taxation

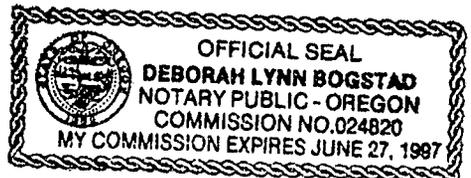
By *K. A. Tuneberg*  
\_\_\_\_\_  
K. A. Tuneberg

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

STATE OF OREGON )  
 ) ss  
COUNTY OF MULTNOMAH )

On this 2nd day of March, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

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



Deborah Lynn Bogstad  
Notary Public for Oregon  
My Commission expires: 6/27/97

MEETING DATE: MAR 02 1995

AGENDA NO: C-5

(Above Space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

SUBJECT: Continuation of Electronic Monitoring Services by the Juvenile Justice Division

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: 3 minutes

DEPARTMENT: \_\_\_\_\_ DIVISION: Juvenile Justice Division

CONTACT: Debbie Persen TELEPHONE#: 248-3202

PERSON(S) MAKING PRESENTATION: Jim Anderson/Rich Scott

**ACTION REQUESTED:**

INFORMATION ONLY     POLICY DIRECTION     APPROVAL     OTHER

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

Clackamas County Corrections provides electronic monitoring services to Multnomah County youth who are court ordered to receive such services while awaiting formal disposition. This is a viable and effective alternative to detention. Due to the increased and consistent usage of such services, there exists a shortfall in the contract funding. To continue monitoring services, additional funding is needed to continue for the duration of the fiscal year.

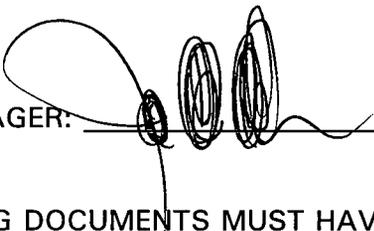
County General Funds in the amount \$6,000 will be utilized to pay for this service.

*3/6/95 ORIGINALS TO DEBBIE PERSEN*

**SIGNATURES REQUIRED:**

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

OR

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

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF  
COUNTY COMMISSIONERS  
1995 FEB 22 11 10 25  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

JUVENILE JUSTICE DIVISION  
1401 N.E. 68TH  
PORTLAND, OREGON 97213  
(503) 248-3460

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Jim Anderson, Interim Director  
Juvenile Justice Division

DATE: February 21, 1995

RE: Approval of an Amendment to an Intergovernmental Agreement between  
Multnomah County Juvenile Justice Division and Clackamas County for  
Continuation of Electronic Monitoring Services

I. **Recommendation/Action Requested:**

The Juvenile Justice Division recommends the Board's approval of an amendment to the Intergovernmental Agreement between Clackamas County Corrections to increase compensation by \$6,000 in order to continue electronic monitoring services. This amendment will be effective upon execution through June 30, 1995.

II. **Background/Analysis:**

The Juvenile Justice Division has contracted with Clackamas County Corrections since fiscal year 1992/93 to provide electronic monitoring services to Multnomah County youth who are court ordered to receive such services while awaiting formal disposition. It has proven to be a necessary and effective enhancement to Close Supervision while providing an alternative to detention. JJD currently utilizes 5 monitoring units at a rate of \$15.00 per day for each unit in use. Due to the increased use of these units as ordered by Juvenile Court Judges and Referees, there exists a shortfall in Clackamas County's contract funding. Therefore, additional funds need to be added to the total compensation if service levels are to be continued at their current rate.

III. **Financial Impact:**

\$6,000 in reprogrammed County General Funds will be used to pay for this service.

IV. **Legal Issues:**

N/A

V. **Controversial Issues:**

N/A

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

The current policy of using electronic monitoring as a alternative to detention is an integral component of the Division's capacity management system.

VII. **Citizen Participation:**

N/A

VIII. **Other Government Participation:**

N/A

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 100295

Amendment # 1

<p style="text-align: center;"><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services under \$15,000</p>	<p style="text-align: center;"><b>CLASS II</b></p> <p><input type="checkbox"/> Professional Services over \$15,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;"><b>CLASS III</b></p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><input type="checkbox"/> Intergovernmental Revenue Agreement</p> <p style="text-align: center;"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>C-5</u> DATE <u>3/2/95</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u></p> <p style="text-align: center;"><b>BOARD CLERK</b></p>
--	--	---

Department: \_\_\_\_\_ Division: Juvenile Justice Date: February 21, 1995

Contract Originator: Jim Anderson Phone: 248-3594 Bldg/Room: 311/JJD

Administrative Contact: Debbie Persen Phone: 248-3202 Bldg/Room: 311/JJD

Description of Contract: This amendment will provide additional funding to allow for continuation of electronic monitoring services for the duration of the fiscal year. Electronic monitoring is provided to youth court-ordered to receive such services while awaiting formal disposition.

RFP/BID #: \_\_\_\_\_ Date of RFP/BID: \_\_\_\_\_ Exemption Expiration Date: \_\_\_\_\_

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

<p>Contractor Name: <u>Clackamas County Correctional Facility</u></p> <p>Mailing Address: <u>9000 SE McBrod Milwaukie, OR 97222</u></p> <p>Phone: <u>655-8262</u></p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: <u>Upon Execution</u></p> <p>Termination Date: <u>June 30, 1995</u></p> <p>Original Contract Amount: \$ <u>5,165</u></p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ <u>6,000</u></p> <p>Total Amount of Agreement: \$ <u>11,165</u></p>	<p>Remittance Address (if different) _____</p> <p>Payment Schedule <span style="float: right;">Terms</span></p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
--	---

REQUIRED SIGNATURES: Department Manager: Date: 2/21/95

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

County Counsel: Date: 2/22/95

County Chair/Sheriff: Date: March 2, 1995

Contract Administration: \_\_\_\_\_ Date: \_\_\_\_\_

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPT	AMOUNT	INC DEC IND
02	100	010	2631			6060			CGFD	\$5,000	
03	100	010	2631			6060			CGFD	\$1,000	

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

INTERGOVERNMENTAL AGREEMENT BETWEEN  
CLACKAMAS COUNTY, OREGON AND  
MULTNOMAH COUNTY, OREGON  
JUVENILE JUSTICE DIVISION  
CONTRACT #100295 AMENDMENT #1

TERM OF AGREEMENT: Upon Execution TO: June 30, 1995  
CONTRACTOR NAME: Clackamas County Correctional Facility TELEPHONE: 655-8262  
CONTRACTOR ADDRESS: 9000 SE McBrod, Milwaukie, OR 97222 IRS NO:

This Amendment to that certain Agreement dated July 1, 1994, between the Multnomah County Juvenile Justice Division, referred to as "COUNTY", and Clackamas County, referred to as "CONTRACTOR". It is understood by both parties that all conditions and agreements in the original Agreement not superseded by the language of this Amendment are still in force and apply to this Amendment.

**CONTRACT TERMS:**

By amending the contract document Section III, B, to amend the available amount paid to CONTRACTOR from \$5,165 to \$11,165. In no event shall the compensation of CONTRACTOR exceed a total of \$11,165.

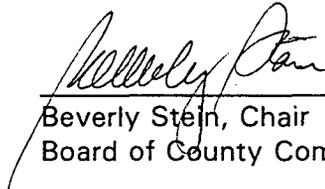
**NARRATIVE:**

This contract amendment will provide additional funds in the amount of \$6,000 for the continuation of electronic monitoring services as an alternative to detention. Clackamas County is responsible for the equipment and supervision of the equipment covered under the terms of this Agreement.

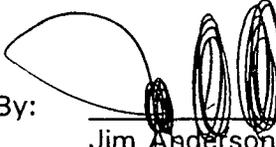
In witness whereof, the parties hereto have caused this Amendment to be executed by their authorized officers.

By: \_\_\_\_\_  
Contractor

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

By:   
Beverly Stein, Chair  
Board of County Commissioners

Date: March 2, 1995

By:   
Jim Anderson, Interim Director  
Juvenile Justice Division

Date: 2-21-95

**REVIEWED:**

LAWRENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By:   
Katie Gaetjens

Date: 2/22/95

**APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS**  
AGENDA # C-5 DATE 3/2/95  
DEB BOGSTAD  
BOARD CLERK

MEETING DATE: MAR 0 2 1995

AGENDA NO.: C-60

(Above space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Ratification of intergovernmental agreement with Oregon Health Sciences University

BOARD BRIEFING Date Requested: \_\_\_\_\_

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

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

Amount of Time Needed: 5 minutes or less

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

CONTACT: Fronk TELEPHONE #: x4274

BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Fronk

**ACTION REQUESTED:**

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

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

Ratification of renewal of an agreement (Contract #200744) with Oregon Health Sciences University. OHSU will provide the County with laboratory services necessary to test blood specimens for "T" Lymphocyte typing. The County will pay OHSU for the service.

*3/7/95 ORIGINALS TO JIM KENNEDY*

*1099*

**SIGNATURES REQUIRED:**

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

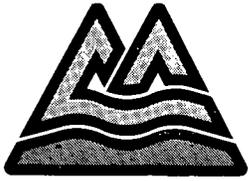
Or

DEPARTMENT MANAGER: *Bill Degaard*

BOARD OF  
COUNTY COMMISSIONERS  
1995 FEB 21 AM 9:34  
MULTNOMAH COUNTY  
OREGON

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222  
5654



# MULTNOMAH COUNTY OREGON



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

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

## MEMORANDUM

TO: Board of County Commissioners

FROM: *Billi*  
Billi Odegaard

DATE: February 9, 1995

SUBJECT: Intergovernmental agreement with Oregon Health Sciences University

- I. Recommendation/Action Requested: The Health Department recommends approval of this intergovernmental agreement with Oregon Health Sciences University for the period November 1, 1994, to and including October 31, 1995.
- II. Background/Analysis: This agreement provides the County with laboratory services necessary to test blood specimens for "T" Lymphocyte typing. The agreement is retroactive to November 1, 1994. Oregon Health Sciences University received the contract for signature in October 1994, but their administrative procedures and review of the compensation portion of the contract resulted in a lengthy and unexpected delay. This is the first renewal of a contract which originated November 1, 1993.
- III. Financial Impact: Requirements not to exceed \$100,000.
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: Continuing to work cooperatively with other governmental entities to provide quality economic health services.
- VII. Citizen Participation: None
- VIII. Other Government Participation: None



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 201735  
Amendment # \_\_\_\_\_

<p><b>CLASS I</b></p> <input type="checkbox"/> Professional Services under \$25,000	<p><b>CLASS II</b></p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p><b>CLASS III</b></p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>C-6</u> DATE <u>3/2/95</u>  <u>DEB BOGSTAD</u>  <b>BOARD CLERK</b></p>
---	---	---

Department Health Division \_\_\_\_\_ Date February 9, 1995  
 Contract Originator Jim Kennedy Phone x6747 Bldg/Room 160/8  
 Administrative Contact Tom Fronk Phone x4274 Bldg/Room 160/7  
 Description of Contract Provision of laboratory services necessary to test blood specimens for "T" Lymphocyte typing.

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

Contractor Name Oregon Health Sciences University  
 Mailing Address 3181 SW Sam Jackson Park Road  
Portland, OR 97201-3908  
 Phone (503) 494-6164  
 Employer ID# or SS# 93-600-1786  
 Effective Date November 1, 1994  
 Termination Date October 31, 1995  
 Original Contract Amount \$ Requirements  
 Total Amount of Previous Amendments \$ \_\_\_\_\_  
 Amount of Amendment \$ \_\_\_\_\_  
 Total Amount of Agreement \$ \_\_\_\_\_

Remittance Address \_\_\_\_\_  
 (If Different) \_\_\_\_\_  
 Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_  
 Lump Sum \$ \_\_\_\_\_  Due on receipt  
 Monthly \$ \_\_\_\_\_  Net 30  
 Other \$ \_\_\_\_\_  Other \_\_\_\_\_  
 Requirements contract - Requisition required.  
 Purchase Order No. \_\_\_\_\_  
 Requirements Not to Exceed \$ 100,000-00

**REQUIRED SIGNATURES:**  
 Department Manager Billi Odgaard  
 Purchasing Director (Class II Contracts Only) \_\_\_\_\_  
 County Counsel Katie Gargens  
 County Chair / Sheriff Wally Jan  
 Contract Administration (Class I, Class II Contracts Only) \_\_\_\_\_

Encumber: Yes  No   
 Date 2/10/95  
 Date \_\_\_\_\_  
 Date 2/15/95  
 Date March 2, 1995  
 Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT	\$
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.	156	015	0870			6110		0368	HIV Tests	Requirements	
02.											
03.											

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

LABORATORY SERVICES CONTRACT

THIS CONTRACT is made and entered into as of the \_\_\_ of \_\_\_\_\_ 1994, by and between MULTNOMAH COUNTY, a home rule political subdivision of the State of Oregon (hereinafter referred as "COUNTY"), and Oregon Health Sciences University acting by and through the Oregon State Board of Higher Education on behalf of the State of Oregon (hereinafter referred to as "UNIVERSITY"),

WITNESSETH:

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

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

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

1. Term.

The term of this Contract shall be from November 1, 1994, to and including October 31, 1995, unless sooner terminated under the provisions in Paragraph 14.

2. Services.

UNIVERSITY's services under this Contract shall consist of the following:

A. Test blood specimens for HIV disease markers (CD4%, CD4/CD8 ratio, HIV p<sub>24</sub> antigen, and B<sub>2</sub> microglobulin) using CDC recommended guidelines and appropriate quality control and quality assurance procedures.

B. Provide rapid AFB isolation identification and susceptibility testing by Bac-tek

method or other standard recognized procedures that ensures appropriate quality assurance and control.

C. Provide antibiotic susceptibility testing for fungi using appropriate (NCCLS if applicable) procedure that ensures appropriate quality assurance and control.

D. Pick-up and delivery service a minimum of once a day (Monday through Friday) from Multnomah County Lab, 426 SW Stark, 9th floor, Portland, Oregon 97204 (Gladys McCoy Building).

E. Maintain a local access telephone number.

F. Testing of "T" cells within 24 hours of being drawn and routinely within 6 hours of being picked up.

G. Submit completed laboratory test result forms in duplicate.

3. Compensation.

A. COUNTY agrees to pay UNIVERSITY for the performance of those services provided hereunder, which payment shall be based upon the following applicable terms:

1) UNIVERSITY will submit duplicate itemized monthly invoices on standard forms that include:

- a. Patient name
- b. Source (center location)
- c. Type of test performed
- d. Price of each test.

2) Payment due within 30 days of billing.

3) 1% late fee assessed for balances aged in excess of 30 days.

B. In no event shall the compensation of UNIVERSITY exceed a total of \$100,000. COUNTY agrees to pay UNIVERSITY for those laboratory services provided hereunder, which

payment shall be based upon the following applicable terms:

1) A schedule of prices, as follows:

TEST	PUBLISHED RATES	DISCOUNTED RATES
081-6051 *	CD4 only, no ratio	\$70.90 \$44.00
081-6050 *	T-cell Quant with CD4/CD8 ratio	81.80 50.75
081-2193	HIV p24 Antigen	71.30 44.20
081-0205	Beta-2 Microglobulin	35.60 22.10
074-0317	AFB Culture	44.60 27.65
074-3092	AFB Identification	21.40 13.30
074-0349	AFB Susceptibility	27.30 16.93
074-0346	Antibiotic Susceptibility for Mic/Fungi	59.10 36.64

\* Requests for these tests should be accompanied by CBC results if absolute numbers required.

C. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Contract. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce Contract funding accordingly. COUNTY will notify UNIVERSITY as soon as it receives notification from funding source. Reduction or termination will not effect payment for accountable expenses prior to the effective date of such action.

D. All final billings affecting Contract payments must be received within thirty (30) days after the end of this Contract period. Contract payments not triggered or billed within this specified time period will be the sole responsibility of UNIVERSITY.

4. CONTRACTOR is Independent Contractor.

A. UNIVERSITY shall be an independent contractor for all purposes and shall be entitled to no compensation other than all the compensation provided for under paragraph 3 of this Contract.

B. To the extent permitted by Oregon Law (ORS 30.260 through 30.300), and the Oregon Constitution, Article XI, Section 7, UNIVERSITY shall hold and save harmless COUNTY, its officers, agents, and employees from damages arising out of the tortious acts of UNIVERSITY, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement.

5. Workers' Compensation Insurance

A. UNIVERSITY shall maintain Workers' Compensation insurance coverage for all nonexempt workers and employees either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. If applicable, a certificate showing current Workers' Compensation insurance, or copy thereof, is attached to this Contract and is incorporated herein as part of this Contract.

B. In the event that UNIVERSITY's Workers' Compensation insurance coverage is due to expire during the term of this Contract, UNIVERSITY agrees to renew such insurance before such expiration and to provide COUNTY a certificate of Workers' Compensation insurance coverage under such renewal contracts.

6. Contractor Identification.

UNIVERSITY shall furnish to COUNTY its employer identification number, as designated by the Internal Revenue Service, or UNIVERSITY's Social Security number, as COUNTY deems applicable.

7. Subcontracts and Assignment.

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

8. Access to Records.

COUNTY shall have access to such books, documents, papers and records of

UNIVERSITY as are directly pertinent to this Contract for the purpose of making audit, examination, excerpts and transcripts.

9. Work is Property of County.

All work performed by UNIVERSITY under this Contract shall be the property of COUNTY.

10. Adherence to Law.

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

B. Unless exempted under the rules, regulations and relevant orders of the Secretary of Labor, 41 CFR, Ch. 60, UNIVERSITY agrees to comply with all provisions of Executive Order No. 11246 as amended by Executive Order No. 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 CFR 84.4, and the Americans with Disabilities Act of 1990, Public Law Number 101-336 and all enacting regulations of the EEOC and Department of Justice. UNIVERSITY will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

11. Modification.

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

12. Integration.

This Contract contains the entire agreement between the parties and supersedes all prior written or oral discussions or Contracts.

13. Nonviolation of Tax Laws.

UNIVERSITY hereby certifies under penalty of perjury that to the best of UNIVERSITY's knowledge, UNIVERSITY is not in violation of any Oregon tax laws described in ORS 305.380(4).

14. Early Termination.

A. This Contract may be terminated prior to the expiration of the agreed-upon term:

1. Immediately upon mutual written consent of the parties, or at such time as the parties agree; or
2. By either party upon 30 days' written notice to the other, delivered by certified mail or in person.

B. Payment of UNIVERSITY shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by UNIVERSITY against COUNTY under this Contract.

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

15. Certification Regarding Lobbying.

A. No federal appropriated funds can be or will be paid, by or on behalf of the UNIVERSITY, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this contract, the UNIVERSITY shall complete and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

OREGON HEALTH SCIENCES UNIVERSITY      MULTNOMAH COUNTY, OREGON

The State of Oregon acting by and through the State Board of Higher Education for and on behalf of the Oregon Health Sciences University, University Hospital

By *Beverly Stein*  
Beverly Stein, Chair of the Board  
Date March 2, 1995

*Timothy M. Goldfarb*      2/6/95  
Timothy M. Goldfarb      Date  
Director, Healthcare Systems

HEALTH DEPARTMENT  
By *Billi Odegaard*  
Billi Odegaard, Director  
Date 2/10/95

By \_\_\_\_\_  
Program Manager  
Date \_\_\_\_\_

REVIEWED:  
LAURENCE B. KRESSEL, County Counsel  
for Multnomah County, Oregon  
By: *Katie Gaetjens*  
Katie Gaetjens  
Date 2/15/95

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-6      DATE 3/2/95  
DEB BOGSTAD  
BOARD CLERK

Meeting Date: MAR 02 1995  
Agenda Number: R-2

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Service Awards - 4th Quarter of 1994

BOARD BRIEFING: Date Requested: March 2  
Amount of Time Needed: 15 minutes

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

DEPARTMENT: Non-Dept. DIVISION: Employee Services

CONTACT: Curtis Smith TELEPHONE #: 2206  
BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Curtis Smith / Gail Foster

**ACTION REQUESTED**

Informational Only     Policy Direction     Approval     Other

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

Presentation of Employee Service Awards - 36 employees have indicated they plan to attend the meeting to receive their awards.

**SIGNATURES REQUIRED:**

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

OR

DEPARTMENT MANAGER: Curtis Smith

1995 FEB 21 11:21  
MULTIMEDIA QUARTY  
RECORDS

All Accompanying Documents Must Have Required Signatures

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

**SERVICE AWARDS - 1994 -FOURTH QUARTER (October, November, December)**  
**ATTENDING BOARD MEETING MARCH 2, 1995**

**CFS - Five Year**

Donald Acker  
Elizabeth Panken

**DCC - Five Year**

Charlotte Boettcher  
Christine Bridwell  
Sheryl Charles  
Earl Flemming  
Valeria Jones

**DES - Five Year**

Mary Russell

**JJD - Five Year**

R. Jimi Johnson

**LIB - Five Year**

Donna Dengel  
Linda Indindoli

**NON-D - Five Year**

Deborah Bogstad  
John Legry  
Robert Trachtenberg  
Joy Tumbaga

---

**CFS - Ten Year**

Catherine Blackman (Shinney)

**DA's - Ten Year**

Trudy Lane

**DCC - Ten Year**

V. ReGina Guion

**DES - Ten Year**

Khabira Mc Dow

**LIB - Ten Year**

Hana Buntin  
Susan Quin  
Janice Weinstock

---

**DA'S - Fifteen Year**

John Ratto

**DES - Fifteen Year**

James Berry  
Craig Flower  
Gary Hall

**LIB - Fifteen Year**

Angie Fisher  
Barbara Gorter

**NON - Fifteen Year**

Melinda Harris  
Jeanette Staino

---

**DCC \_ Twenty Year**

Thomas Grinnell

**NON - Twenty Year**

Susan Ayers  
Penelope Malmquist

---

**DES - Twenty-Five Year**

Robin Kirkman

**JJD - Twenty-Five Year**

Richard Scott

**LIB - Twenty-Five Year**

Linda Easley

N:\DATA\EMPSERWPDATA\GF94SABD.4Q

Meeting Date: MAR 0 2 1995

Agenda No: R-3

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: First Reading of Ordinance Amending the Multnomah County Comprehensive Plan Map and Sectional Zoning Maps and Correcting Errors in Ordinance 745.

BOARD BRIEFING Date Requested:

Amount of Time Needed:

REGULAR MEETING Date Requested: March 2, 1995

Amount of Time Needed: 20 minutes

DEPARTMENT: DES

DIVISION: Planning

CONTACT: Mark Hess

TELEPHONE: 248-3043  
BLDG/ROOM: 412/106

PERSON(S) MAKING PRESENTATION: Mark Hess

**ACTION REQUESTED**

Informational Only     Policy Direction     Approval     Other

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

This ordinance is recommended for adoption because the affected properties were erroneously designated CFU on the Plan and Zoning maps in 1992 when the County amended its comprehensive plan and zoning maps in response to Goal 4 rule. This proposal would change the subject properties to their prior plan map designation of Multiple Use Agriculture (MUA) and change the Zoning map designation from CFU (Commercial Forest Use) to MUA-20 (Multiple Use Agriculture).

**SIGNATURES REQUIRED:**

Elected Official: \_\_\_\_\_

OR

Department Manager: *RSR* *[Signature]*

BOARD OF  
COUNTY COMMISSIONERS  
1995 FEB 21 PM 12 26  
MULTNOMAH COUNTY  
OREGON

ORDINANCE FACT SHEET

**Ordinance Title:**

“...An Ordinance Amending the Multnomah County Comprehensive Plan Map and Sectional Zoning Maps and Correcting Errors in Ordinance 745...”

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

This ordinance is recommended for adoption because the affected properties were erroneously designated CFU on the Plan and Zoning maps in 1992 when the County amended its comprehensive plan and zoning maps in response to Statewide Goal 4 rule. This proposal would change the subject properties to their prior plan map designation of Multiple Use Agriculture (MUA) and change the Zoning map designation from CFU (Commercial Forest Use) to MUA-20 (Multiple Use Agriculture). The Planning Division explored whether the plan map and zoning amendments could or should be included as part of the Rural Area Plan program for Sauvie Island and Multnomah Channel. However, since the rural area plan process would likely require a 1 to 2 year waiting period to accomplish the map corrections, and the map changes proposed would implement existing plan policies and programs, and the purpose of the proposed ordinance is to correct a mapping error made in 1992, the proposed ordinance is the alternative recommended to the Board.

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

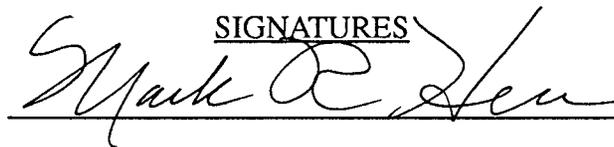
Every county in Oregon is required to comply with the Statewide Goal 4 (Forest) Rule. Proposed amendments to County comprehensive plan map(s) and/or zoning map(s) must comply with ORS 197.610 and OAR Chapter 660, Division 18.

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

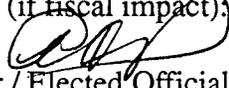
Property owners within the subject area contend that the CFU plan and zone changes in 1992 effectively diminished the value of their land because the existing moorages and marinas became “non-conforming uses”. A diminution in the value of these lands could have a minor effect on County property tax revenues. No other fiscal impact to the County has been identified.

SIGNATURES

Person filling out form:



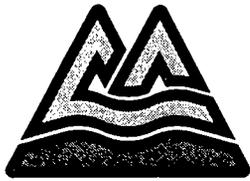
Planning and Budget (if fiscal impact):



Department Manager / Elected Official:







# MULTNOMAH COUNTY OREGON

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

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

## M E M O R A N D U M

**TO:** Multnomah County Board of Commissioners

**FROM:** Mark R. Hess, Planner

**TODAY'S DATE:** February 21, 1995

**REQUESTED  
PLACEMENT DATE:** March 2, 1995

**SUBJECT:** **PROPOSED REVISIONS TO THE COMPREHENSIVE PLAN MAP & ZONING MAPS:  
CORRECT ERRORS ON THE PLAN AND ZONING MAPS FOR LAND BETWEEN  
HIGHWAY 30 AND MULTNOMAH CHANNEL**

### I. RECOMMENDATION/ACTION REQUESTED:

Adoption of an Ordinance amending the Multnomah County Comprehensive Plan Map and Sectional Zoning Maps and correcting errors in Ordinance 745. The Comprehensive plan map and corresponding changes to zoning maps affects about 65 acres of land located on the west bank of Multnomah Channel, east of Highway 30, both north and south of the Sauvie Island Bridge. A Planning Commission resolution and proposed Ordinance is attached to this memorandum for consideration by the Board of County Commissioners. A public hearing on this matter is scheduled at 9:30 A.M., on March 2, 1995.

### II. BACKGROUND/ANALYSIS:

In 1992, the County amended its comprehensive plan and zoning maps in response to the Statewide Goal 4 rules for Forest lands [refer to Ordinance 745, adopted December 8, 1992]. Certain moorage and marina properties east of Highway 30 were erroneously designated CFU on the Plan and Zoning maps during this process. These are described in the Public Notice for C 1-95 mailed December 30, 1994 (see Location section).

The County first designated the subject area MUA in 1977 because these lands are not primarily valued for agricultural or forest uses. The MUA plan designation of this area was acknowledged by the Land Conservation and Development Commission (LCDC) in 1980 and again in 1983. However, the base zone applied in 1977 was *Multiple Use Forest* (MUF), not *Multiple Use Agriculture* (MUA). Former Staff explain that this area had characteristics of both MUF and MUA lands and two zoning districts had few substantive differences.

A mapping error in 1992 included the subject properties in the plan and zone changes which converted all lands subject to Statewide Goal 4 to a CFU plan and zone designation. The mapping error probably occurred because this area was zoned MUF-19 and the zone was erroneously assumed to correspond to a forest designation on the plan map. Whatever the case, Ordinance 745 changed the plan and zone designations to CFU for the area between Multnomah Channel and St. Helens Road (Highway 30), extending from the Portland city limits on the south, to about one-half mile north of the Sauvie Island Bridge.

### III. FINANCIAL IMPACT:

The moorage owners within the subject area contend that the CFU plan and zone changes in 1992 effectively diminished the value of their land because the existing moorages and marinas became "non-conforming uses". A diminution in the value of these lands could have a minor effect on County property tax revenues. No other fiscal impact to the County has been identified.

### IV. LEGAL ISSUES:

The proposed plan map revision from Commercial Forest Use to Multiple Use Agriculture and zone change from CFU to MUA-20 are recommended to correct the 1992 changes and are consistent with the County's acknowledged Plan and comply with ORS 197.610 and OAR Chapter 660, Division 18.

### V. CONTROVERSIAL ISSUES:

There were no opponents or other public testimony submitted to the Planning Commission in January, 1995. The recommended plan map revision and zone change will correct map errors from 1992 and are consistent with the County's acknowledged Plan.

### VI. LINK TO CURRENT COUNTY POLICIES:

The CFU plan and zone currently applied to the subject properties is not consistent with existing plan policies and programs. Specifically, Policies: 24, Housing Location, and 26, Houseboats, identify this river reach as suitable for moorage and marina related uses. The purpose of the proposed ordinance is to correct a mapping error made in 1992 and apply zoning consistent with existing policies.

### VII. CITIZEN PARTICIPATION:

The Waterfront Owners and Operators Association initially brought the map errors to the County's attention in 1994. There were no opponents or other public testimony submitted to the Planning Commission in January, 1995. Notice of the public hearings on the map corrections was mailed to each member of the Waterfront Owners and Operators Association, and to all owners of 'real' property (on land) or 'personal' (floating) property within the subject reach of

Multnomah Channel affected by the proposed map changes [based on County Assessor's 1994 Moorage Reports and property records]

**VIII. OTHER GOVERNMENT PARTICIPATION:**

Notice of the Hearings on the map corrections was provided to: the Department of Land Conservation and Development (DLCD), the Division of State Lands, the State Parks Department, and the US Army Corps of Engineers. These agencies did not provide testimony or written comment to the Planning Commission.

1                   BEFORE THE BOARD OF COUNTY COMMISSIONERS  
2                   FOR MULTNOMAH COUNTY, OREGON  
3                   ORDINANCE NO. \_\_\_\_\_  
4

5           An Ordinance Amending the Multnomah County Comprehensive Plan Map and  
6 Sectional Zoning Maps and Correcting Errors in Ordinance 745  
7

8           Multnomah County Ordains as follows:  
9

10 Section I. **Findings.**

11           (A) In 1992, the County amended its comprehensive plan and zoning maps in response  
12 to the Statewide Goal 4 rules for Forest lands [reference Ordinance 745, adopted December 8,  
13 1992]. Certain moorage and marina properties east of Highway 30 were erroneously  
14 designated CFU on the Plan and Zoning maps during this process. These are described in the  
15 Public Notice for Planning Division File: C 1-95 (reference: Exhibit A; Location section).  
16

17           (B) The map revisions adopted in 1992 were intended to change the plan and zone  
18 designations for forest lands subject to the amended Statewide Planning Goal 4. The maps  
19 adopted by the County under Ordinance 745 included certain moorages and marina properties  
20 along the west bank of Multnomah Channel in the areas which were changed to a Commercial  
21 Forest Use (CFU) plan and zone designation.  
22

23           (C) The Multnomah County Planning Commission recommends revisions to the plan  
24 map to return the subject area to the Multiple Use Agriculture (MUA) designation which was  
25 first applied by the County in 1977. The MUA designation on the plan map was acknowledged  
26 by the State Land Conservation and Development Commission in 1980 and 1983. The

1 proposed plan map revision would correct errors made in 1992 and change the designation of  
2 the moorage and marina properties east of Highway 30 from CFU to MUA. (reference: Exhibit  
3 B; Planning Commission Resolution C 1-95; 1/23/95)

4  
5 (D) Proposed changes to the zoning map would designate the subject properties east of  
6 Highway 30 as MUA-20. (reference: Exhibit C; 1/13/95 Staff Report to Planning Commission)

7  
8 (E) Comprehensive Framework Plan Policy 3: Citizen Involvement, specifies that  
9 public information and involvement on planning issues shall occur, consistent with Statewide  
10 Planning Goal 1. On January 23, 1995, the Planning Commission held a public hearing to  
11 review the proposed map revisions. Notice of the hearing was mailed to 64 addresses,  
12 including interested groups and agencies, and all owners of floating property in the subject area  
13 listed in County Assessor's moorage reports for 1994. Notices of Planning Commission and  
14 Board hearings on this matter were published in the newspaper of general circulation in  
15 Multnomah County, and all interested persons were given opportunity to appear and be heard at  
16 the hearings before the Planning Commission and Board.

17  
18 Section II. Amendment of Framework Plan Map.

19 (A). The Multnomah County Comprehensive Framework Plan map is hereby amended  
20 to remove the *Commercial Forest Use* (CFU) plan designation and instead designate the  
21 subject properties Multiple Use Agriculture (MUA) as depicted in Exhibit D — Proposed  
22 Comprehensive Plan Designations, C 1-95. .

23  
24 Section III. Amendment of Zoning Maps.

25 (A). Amendments to Sectional Zoning Maps (67, 69, 70, 85, & 88) changing the  
26 zoning of the certain properties from CFU to MUA-20 are hereby adopted as depicted in

1 Exhibit E — Proposed Zoning Map Designations, C 1-95. The *Willamette River Greenway*  
2 (*WRG*), *Flood Fringe* (*FF*), and *Floodway* (*FW*) overlay districts are not affected by the  
3 proposal.

4  
5 Section IV. **Adoption**

6 This ordinance being necessary for the health, safety, and general welfare of the people  
7 of Multnomah County, shall take effect on the thirtieth (30th) day after its adoption, pursuant to  
8 Section 5.50 of the Charter of Multnomah County.

9  
10 ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 1995, being the date of its  
11 second reading before the Board of County Commissioners of Multnomah County.

12  
13  
14 (SEAL)

15  
16 By \_\_\_\_\_  
17 Beverly Stein, County Chair  
18 MULTNOMAH COUNTY, OREGON

19  
20 REVIEWED:

21  
22 \_\_\_\_\_  
23 John DuBay, Deputy County Counsel  
24 of Multnomah County, Oregon  
25  
26

1                   BEFORE THE BOARD OF COUNTY COMMISSIONERS  
2                   FOR MULTNOMAH COUNTY, OREGON  
3                   ORDINANCE NO. \_\_\_\_\_  
4

5           An Ordinance Amending the Multnomah County Comprehensive Plan Map and  
6 Sectional Zoning Maps and Correcting Errors in Ordinance 745

7  
8           Multnomah County Ordains as follows:  
9

10   Section I. **Findings.**

11           (A) In 1992, the County amended its comprehensive plan and zoning maps in response  
12 to the Statewide Goal 4 rules for Forest lands [reference Ordinance 745, adopted December 8,  
13 1992]. Certain moorage and marina properties east of Highway 30 were erroneously  
14 designated CFU on the Plan and Zoning maps during this process. The specific properties  
15 affected are listed in Sections II and III below and depicted on the Vicinity Map included with  
16 the Notice of Public Hearing. (reference: Exhibit A).  
17

18           (B) The map revisions adopted in 1992 were intended to change the plan and zone  
19 designations for forest lands subject to the amended Statewide Planning Goal 4. The maps  
20 adopted by the County under Ordinance 745 included certain moorages and marina properties  
21 along the west bank of Multnomah Channel in the areas which were changed to a Commercial  
22 Forest Use (CFU) plan and zone designation.  
23

24           (C) The Multnomah County Planning Commission recommends revisions to the plan  
25 map to return the subject area to the Multiple Use Agriculture (MUA) designation which was  
26 first applied by the County in 1977. The MUA designation on the plan map was acknowledged

1 by the State Land Conservation and Development Commission in 1980 and 1983. The  
2 proposed plan map revision would correct errors made in 1992 and change the designation of  
3 the moorage and marina properties east of Highway 30 from CFU to MUA. (reference: Exhibit  
4 B; Planning Commission Resolution C 1-95; 1/23/95)

5  
6 (D) Comprehensive Framework Plan Policy 3: Citizen Involvement, specifies that  
7 public information and involvement on planning issues shall occur, consistent with Statewide  
8 Planning Goal 1. On January 23, 1995, the Planning Commission held a public hearing to  
9 review the proposed map revisions. Notice of the hearing was mailed to 64 addresses,  
10 including interested groups and agencies, and all owners of floating property in the subject area  
11 listed in County Assessor's moorage reports for 1994. Notices of the hearings on this matter  
12 were published in the newspaper of general circulation in Multnomah County, and all interested  
13 persons were given opportunity to appear and be heard at the hearings before the Planning  
14 Commission and Board.

15  
16 Section II. Amendment of Framework Plan Map.

17 (A). The Multnomah County Comprehensive Framework Plan map is hereby amended  
18 to designate the following properties Multiple Use Agriculture (MUA) as depicted in Exhibit D  
19 — *Proposed Comprehensive Plan Designations, C 1-95*: Tax Lots 6, 8, 10, 11, 13, 16, 23, 44,  
20 47, 50, 51, 64, 65, 66 & 90 of Township 2-North, Range 1-West, Section 28; Tax Lots 16, 24,  
21 30 & 31 of Township 2-North, Range 1-West, Section 33; Tax Lot 3 of Township 2-North,  
22 Range 1-West, Section 34; and Tax Lot 1 of Lot C of Lucerne Subdivision.

23  
24 Section III. Amendment of Zoning Maps.

25 (A). Amendments to Sectional Zoning Maps (67, 69, 70, 85, & 88) changing the  
26 zoning of the following properties from CFU to MUA-20 are hereby adopted as depicted in

1 Exhibit E — *Proposed Zoning Map Designations, C 1-95*: Tax Lots 6, 8, 10, 11, 13, 16, 23, 44,  
2 47, 50, 51, 64, 65, 66 & 90 of Township 2-North, Range 1-West, Section 28; Tax Lots 16, 24,  
3 30 & 31 of Township 2-North, Range 1-West, Section 33; Tax Lot 3 of Township 2-North,  
4 Range 1-West, Section 34; and Tax Lot 1 of Lot C of Lucerne Subdivision. The *Willamette*  
5 *River Greenway (WRG)*, *Flood Fringe (FF)*, and *Floodway (FW)* overlay districts are not  
6 affected by the proposal.

7  
8 Section IV. **Adoption**

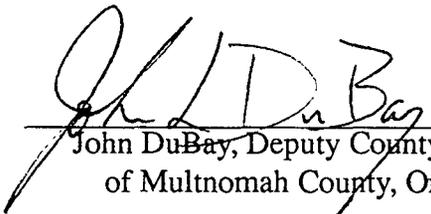
9 This ordinance being necessary for the health, safety, and general welfare of the people  
10 of Multnomah County, shall take effect on the thirtieth (30th) day after its adoption, pursuant to  
11 Section 5.50 of the Charter of Multnomah County.

12  
13 ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 1995, being the date of its  
14 second reading before the Board of County Commissioners of Multnomah County.

15  
16  
17 (SEAL)

18  
19 By \_\_\_\_\_  
20 Beverly Stein, County Chair  
21 MULTNOMAH COUNTY, OREGON

22  
23 REVIEWED:

24   
25 \_\_\_\_\_  
26 John DuBay, Deputy County Counsel  
of Multnomah County, Oregon



DEPARTMENT OF ENVIRONMENTAL SERVICES  
 DIVISION OF PLANNING AND DEVELOPMENT  
 2115 SE Morrison Street  
 Portland, Oregon 97214 (503) 248-3043

## NOTICE OF A PUBLIC HEARING

**POSTPONED TO: MARCH 2, 1995 @ 9:30 A.M.**

**Case File:** C 1-95

**Scheduled Before:** Board of County Commissioners

**Hearing Date, Time, & Place:** ~~February 28, 1995, at 1:30 p.m.~~ POSTPONED to 3/2/95  
 Multnomah County Courthouse, Room 602  
 1021 SW 4th Avenue, Portland

**Proposal Summary:** The Planning Commission unanimously recommends the Board of County Commissioners consider a revision of the Multnomah County Comprehensive Plan Map and amendments to Sectional Zoning Maps (67, 69, 70, 85, & 88) for nine (9) moorage/marina properties located between Highway 30 and the Multnomah Channel in the vicinity of the Sauvie Island Bridge. In 1992, the County amended its comprehensive plan and zoning maps in response to the Statewide Goal 4 rule imposed by the Land Conservation and Development Commission [Mult. Co. Ord. #745]. The properties described below (see Location section) were erroneously designated CFU on the Plan and Zoning maps during this process. This proposal would change the subject properties to their original plan map designation of Multiple Use Agriculture (MUA) and the corresponding Zoning map designation of MUA. The original MUA Plan map designation was applied to the subject area because these lands are not valued for either Exclusive Farm Use (EFU) or Commercial Forest Use as acknowledged by the Land Conservation and Development Commission (LCDC) in 1980 and again in 1983.

After conducting a public hearing on January 23, 1995, the Planning Commission found the proposal consistent with Statewide Planning Goals and Multnomah County Comprehensive Framework Plan policies and unanimously approved Resolution C 1-95 in support of the proposed plan map and zone changes.

**Location or Areas which may be Affected:** The proposed plan and zoning map changes will affect nine (9) moorage/marina properties between Highway 30 and Multnomah Channel and the submerged lands, floating structures, and water areas adjacent to these properties extending to the center of the channel from the west bank, in the vicinity of the Sauvie Island Bridge. Specific properties affected include: Tax Lots 6, 8, 10, 11, 13, 16, 23, 44, 47, 50, 51, 64, 65, 66 & 90 of T2N, R1W, Section 28; Tax Lots 16, 24, 30 & 31 of T2N, R1W, Section 33; Tax Lot 3 of T2N, R1W, Section 34; and Tax Lot 1 of Lot C of Lucerne Subdivision.

EXHIBIT A

Notice of Postponed Hearing;  
Board of County Commissioners:  
Case File: C 1-95  
Page 2

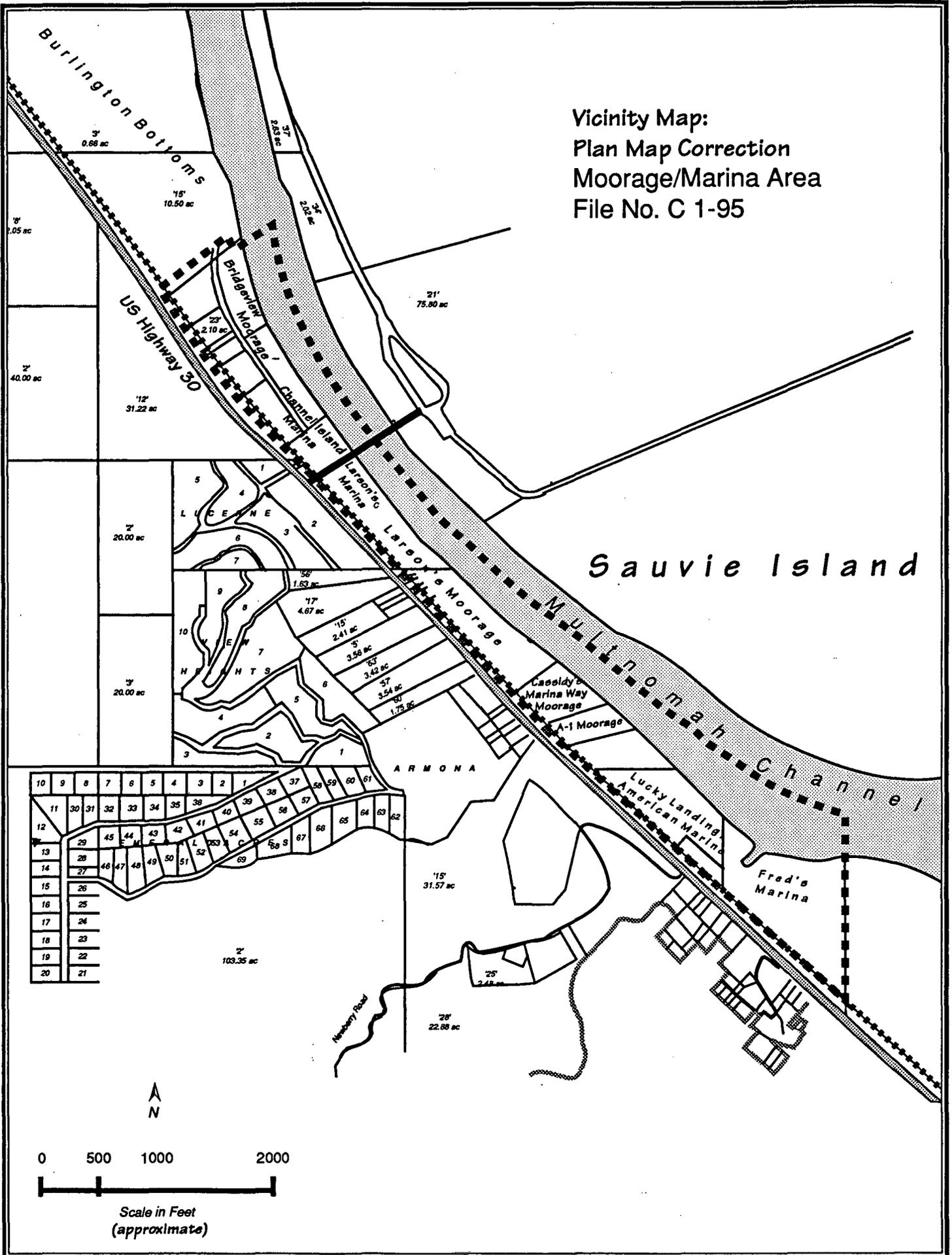
**Public Participation and Hearing Process:** The case file and other information related to this proposal is available for inspection at the Division of Planning and Development, located at 2115 SE Morrison, Portland. Copies may be purchased for 30-cents per page. The Planning Commission Resolution (C 1-95) and associated Staff Report is available at least 7 days before the scheduled Board Hearing. To obtain further information on this case, or to request a copy of the resolution or staff report, call Mark Hess at (503) 248-3043 [M-F, 8:30-4:30].

To comment on this proposal, you may write to the Board of County Commissioners in c/o Planning Division, or attend and speak at the hearing (refer to top of notice for time and location). All written comments received at the Planning Division office by 4:30 P.M. on the day preceding the hearing will be compiled and distributed to the Board at or before the hearing.

The hearing shall be conducted pursuant to the Board of County Commissioners rules and procedures. The Board will deliberate the Planning Commission's recommendation after receiving public comment(s). A decision may be announced by the Board at the hearing, or, if continued, at a subsequent Board meeting. Persons or organizations that received this notice will also be notified of the Board's final decision(s) on this matter.

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

Vicinity Map:  
Plan Map Correction  
Moorage/Marina Area  
File No. C 1-95



**BEFORE THE PLANNING COMMISSION  
FOR MULTNOMAH COUNTY**

In the Matter of Recommending Adoption of an )  
Ordinance Amending the Comprehensive )  
Framework Plan Map and Sectional Zoning )  
Maps and Correcting Errors in Ordinance 745 )

**RESOLUTION  
C 1-95**

**WHEREAS,** The Planning Commission is authorized by Multnomah County Code, Chapter 11.05 and by ORS 215.110, to recommend to the Board of County Commissioners the adoption of Ordinances to carry out and amend the Multnomah County Comprehensive Plan and its implementing ordinances; and

**WHEREAS,** In 1992, the Board of Commissioners revised the Multnomah County Comprehensive Plan Map and Sectional Zoning Maps under Ordinance 745; and,

**WHEREAS,** The map revisions adopted were intended to change the plan and zone designations for forest lands subject to the amended Statewide Planning Goal 4; and,

**WHEREAS,** The maps adopted by the County under Ordinance 745 included certain moorages and marina properties along the west bank of Multnomah Channel in the areas changed to Commercial Forest Use (CFU) plan and zone designations; and,

**WHEREAS,** The Multnomah County Planning Director recommends revisions to the plan map and zoning designation because a Multiple Use Agriculture (MUA) plan designation was applied by the County in 1977; and,

**WHEREAS,** The Multnomah County Comprehensive Plan was acknowledged by the State Land Conservation and Development Commission in 1980 and 1983; and,

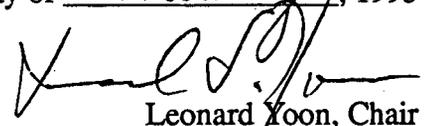
**WHEREAS,** The proposed plan map revision would correct map errors from 1992 by changing the designation of the moorage and marina properties east of Highway 30 from CFU to MUA; and,

**WHEREAS,** The proposed zoning map changes would correct map errors from 1992 and change the designation of the moorage and marina properties east of Highway 30 from CFU to MUA-20; and,

**WHEREAS,** The Planning Commission considered this Ordinance at a public hearing on January 23, 1995, where all interested persons were given an opportunity to appear and be heard,

**NOW, THEREFORE BE IT RESOLVED** that the Ordinance captioned "...An Ordinance Amending the Multnomah County Comprehensive Plan Map and Sectional Zoning Maps and Correcting Errors in Ordinance 745...", is hereby recommended for adoption by the Board of County Commissioners.

Approved this 23 day of JANUARY, 1995

  
Leonard Yoon, Chair  
Multnomah County Planning Commission



# MULTNOMAH COUNTY OREGON

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

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

## M E M O R A N D U M

**To:** Multnomah County Planning Commission

**FROM:** Mark R. Hess, Planner

**DATE:** January 13, 1995

**SUBJECT:** PROPOSED REVISIONS TO THE COMPREHENSIVE PLAN MAP & ZONING MAPS:  
 CORRECT ERRORS ON THE PLAN AND ZONING MAPS FOR LAND BETWEEN  
 HIGHWAY 30 AND MULTNOMAH CHANNEL

The Planning Director recommends a revision of the Comprehensive plan map and proposes changes on corresponding zoning maps for about 65 acres of land located on the west bank of Multnomah Channel, east of Highway 30, both north and south of the Sauvie Island Bridge. A draft resolution and proposed Ordinance is attached to this memorandum for consideration by the Planning Commission. A public hearing on this matter is scheduled at 6:00 P.M., on January 23, 1994 (NOTE: hearing will be held at the Planning Office on Morrison Street).

### 1. Summary of the Proposal:

The Planning Director proposes a revision of the Multnomah County Comprehensive Plan Map to remove the *Commercial Forest Use* (CFU) plan designation and again designate the subject properties Multiple Use Agriculture (MUA). The proposal includes amendments to Sectional Zoning Maps (67,69,70,85, & 88) to change the zoning of the properties from CFU to MUA-20. Existing *Willamette River Greenway* (WRG), *Flood Fringe* (FF), and *Floodway* (FW) overlays are not affected by the proposal.

### 2. Site and Vicinity Information:

The area of the proposed plan map and zone change is approximately 65 acres of land situated along the west bank of Multnomah Channel, immediately north and south of the Sauvie Island Bridge. The Burlington Northern rail-line is near the west

boundary of the area proposed to be changed on the plan and zoning maps. Highway 30 (St. Helens Road) forms the west boundary. The land between the Channel and the highway, north of the Portland city limits is generally flat with some portions below the 100-year flood elevation. Most of the properties in this reach are developed with river-related recreation and/or residential (houseboat) development. The area of the proposed map revisions is one of only two river reaches in unincorporated Multnomah County designated as *suitable for houseboats* [reference Policy 26, Houseboats].

North of the subject site is the Burlington Bottoms wetlands. East of the site is Multnomah Channel. The Channel is about 600 to 800 feet wide at the site. Sauvie Island agricultural lands dominate the area across the Channel from the subject site. The Alder Creek Lumber facility is located at the south tip of the Island. Lands west of Highway-30 are generally forest resource lands, with scattered rural residences. The Angel Brothers rock quarry site lies to the northwest.

### 3. Background and Recommendation:

In 1992, the County amended its comprehensive plan and zoning maps in response to the Statewide Goal 4 rules for Forest lands [reference Ordinance 745, adopted December 8, 1992]. Certain moorage and marina properties east of Highway 30 were erroneously designated CFU on the Plan and Zoning maps during this process. These are described in the Public Notice for C 1-95 mailed December 30, 1994 (see Location section).

The County first designated the subject area MUA in 1977 because these lands are not primarily valued for agricultural or forest uses. The MUA plan designation of this area was acknowledged by the Land Conservation and Development Commission (LCDC) in 1980 and again in 1983. However, the base zone applied in 1977 was *Multiple Use Forest* (MUF), not *Multiple Use Agriculture* (MUA). Former Staff explain that this area had characteristics of both MUF and MUA lands and two zoning districts had few substantive differences. The area was zoned MUF-19 in 1980.

A mapping error in 1992 included the subject properties in the plan and zone changes which converted all lands subject to Statewide Goal 4 to a CFU plan and zone designation. The mapping error probably occurred because this area was zoned MUF-19 and the zone was erroneously assumed to correspond to a forest designation on the plan map. Whatever the case, Ordinance 745 changed the plan and zone designations to CFU for the area between Multnomah Channel and St. Helens Road (Highway 30), extending from the Portland city limits on the south, to about one-half mile north of the Sauvie Island Bridge.

*C 1-95 Staff Recommendation  
January 13, 1995  
Page Three*

The proposed plan map revision from Commercial Forest Use to Multiple Use Agriculture and zone change from CFU to MUA-20 are recommended to correct the 1992 changes and are consistent with the County's acknowledged Plan.

Background materials enclosed include:

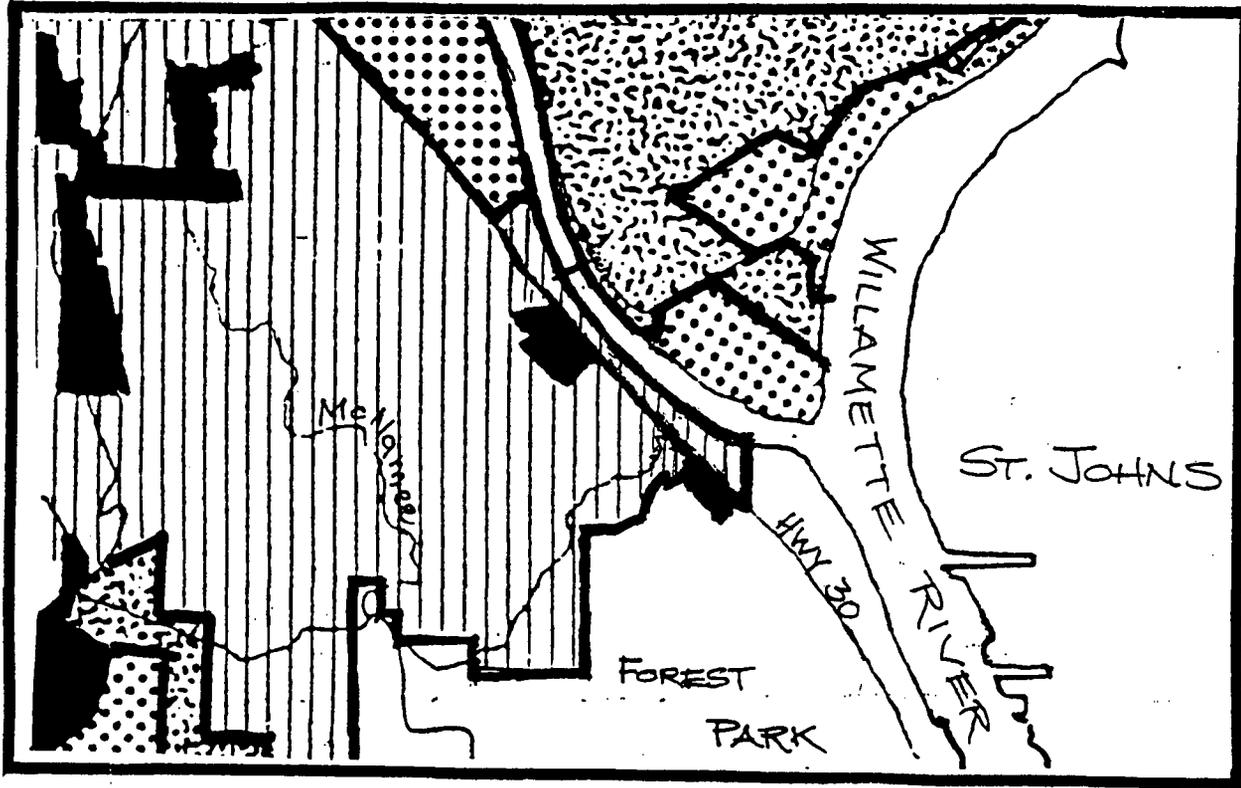
1. The Public Notice of the Planning Commission hearing on C 1-95;
2. Vicinity Map of affected properties
3. Existing Comprehensive Plan Map designations;
4. Proposed Comprehensive Plan Map designations;
5. Existing Zoning Map designations;
6. Proposed Zoning Map designations;
7. Draft Planning Commission Resolution for C 1-95; and,
8. Draft Ordinance text to adopt proposed plan map revision and zone change;

If you have questions on these materials, please call (503) 248-3043.



EXISTING COMPREHENSIVE PLAN DESIGNATIONS  
CASE FILE: C 1-95

MULTNOMAH COUNTY



MULTIPLE USE AGRICULTURE



AGRICULTURE



COMMERCIAL FOREST USE



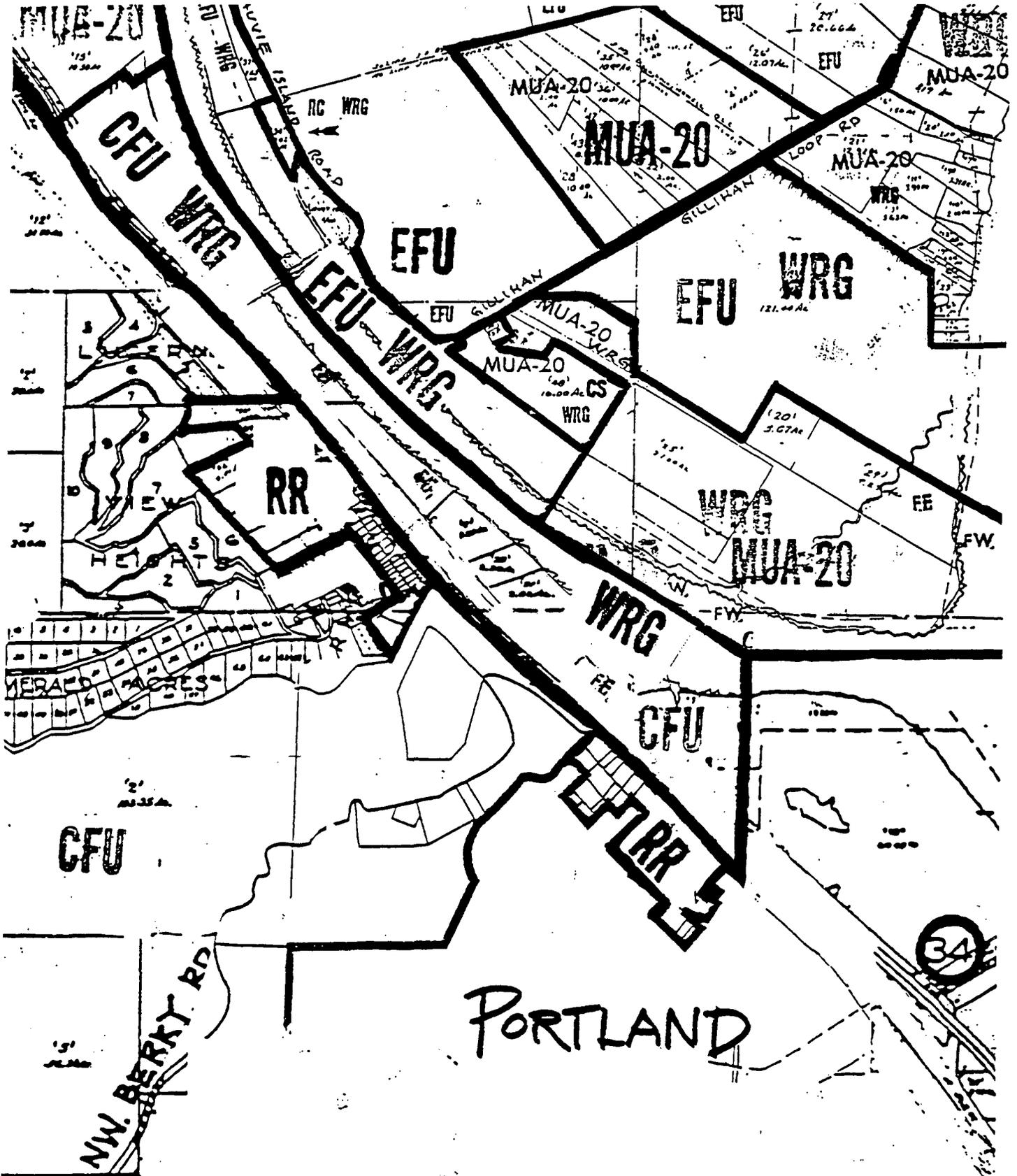
RURAL RESIDENTIAL





MULTNOMAH COUNTY

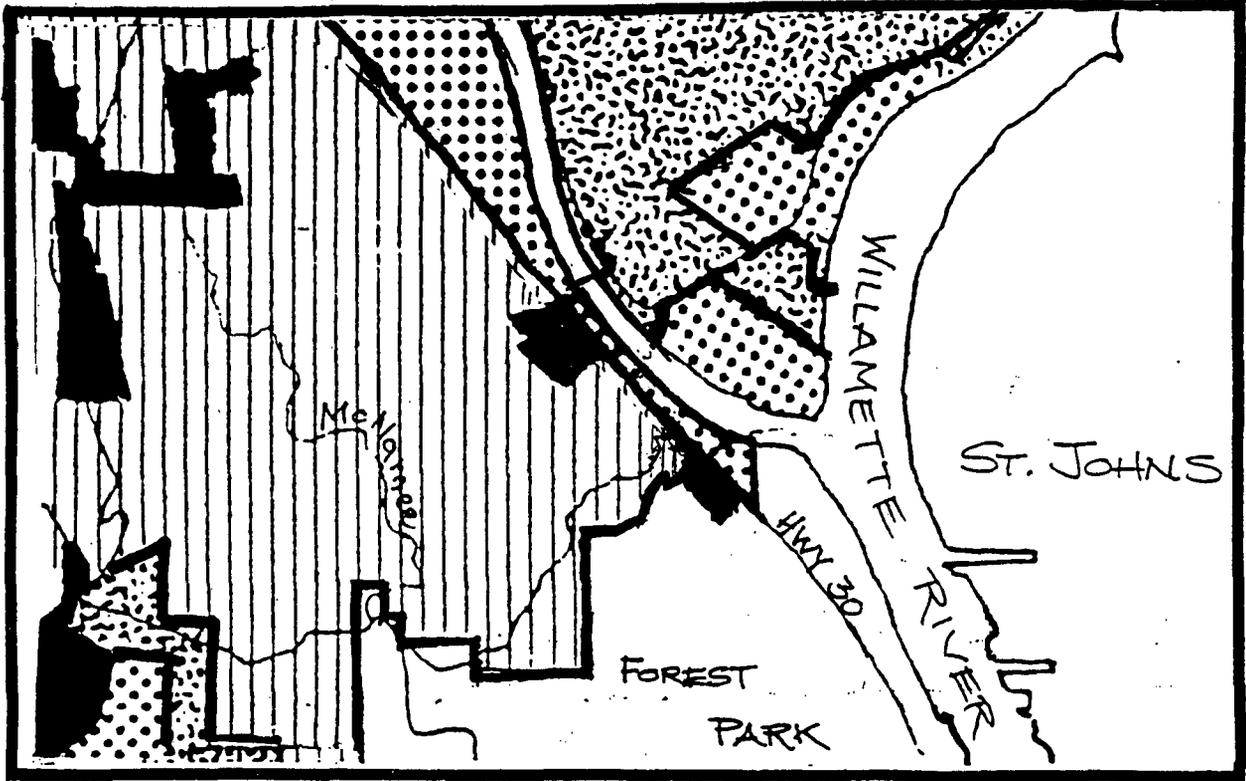
EXISTING ZONING MAP DESIGNATIONS  
CASE FILE: C 1-95





PROPOSED COMPREHENSIVE PLAN DESIGNATIONS  
CASE FILE: C 1-95

MULTNOMAH COUNTY



MULTIPLE USE AGRICULTURE



AGRICULTURE



COMMERCIAL FOREST USE



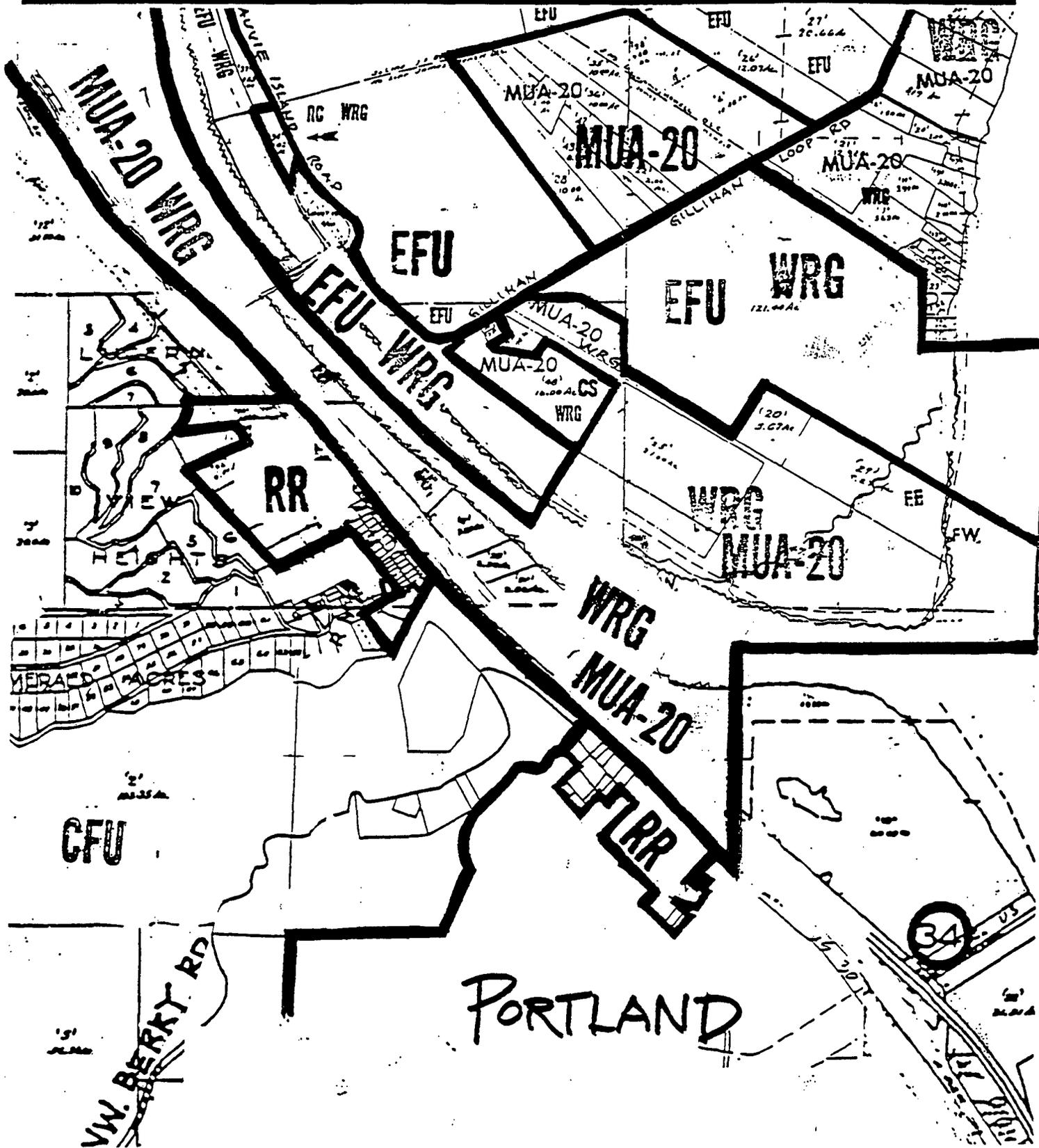
RURAL RESIDENTIAL





MULTNOMAH COUNTY

PROPOSED ZONING MAP AMENDMENTS  
CASE FILE: C 1-95



MEETING DATE: MAR 02 1995

AGENDA NO: R-4

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement with city of Gresham for Transfer of Roads

BOARD BRIEFING Date Requested: \_\_\_\_\_

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

REGULAR MEETING: Date Requested: March 2, 1995

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Transportation

CONTACT: Ed Abrahamson TELEPHONE #: X6992

BLDG/ROOM #: #425/Yeon

PERSON(S) MAKING PRESENTATION: Larry F. Nicholas

ACTION REQUESTED:

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

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

Approval by the Board of County Commissioners is sought for the Transportation Initiative Agreement with the city of Gresham to transfer approximately 70 miles of county roads and \$400,000.00 annually to the city of Gresham.

SIGNATURES REQUIRED:

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

OR

DEPARTMENT MANAGER: RCT 

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

BOARD OF COUNTY COMMISSIONERS  
MUL TONAHILL COUNTY  
OREGON  
1995 FEB 22 AM 10:33

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

AGEN. PL

6/93



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES  
TRANSPORTATION DIVISION  
1620 S.E. 190TH AVE.  
PORTLAND, OREGON 97233  
(503) 248-5050

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

## MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Larry F. Nicholas, P. E. <sup>LFN</sup> by JRC  
Director of Transportation

TODAY'S DATE: February 16, 1995

REQUESTED PLACEMENT DATE: March 2, 1995

RE: ~~Public Hearing to~~ Approve *Transportation Initiatives'* Intergovernmental Agreements  
with the Cities of Troutdale and Gresham

I. Recommendation/Action Requested

Approval by the Board of County Commissioners is sought for the *Transportation Initiatives'* Intergovernmental Agreements with the cities of Troutdale and Gresham.

II. Background/Analysis

In November 1993, the Multnomah County Commission wrote the Gresham City Council stating their commitment to moving forward in resolving transportation issues in a manner that best serves the public interest while meeting the needs of each affected jurisdiction. This correspondence followed the defeat of Ballot Measure 26-1, which would have required the County to transfer all roads and the stormwater system, together with revenue, to any city within the County that requested such a transfer.

In December 1993, elected officials from Fairview, Gresham, Troutdale, Wood Village, and Multnomah County met to discuss the road transfer issue. For the following four months discussions continued, and a work plan was developed.

On May 2, 1994, staff from the cities and county met for an all-day training session on teamwork. At the conclusion of the training, work teams were created in the areas of development permits, stormwater, road transfer, transportation planning, revenue sharing, personnel, and communications. Each work team was required to elect a chair, a scribe, a liaison, to agree on a vision, set goals, and set a schedule to meet the November 1994 deadline for transfer of roads.

From this, each work team was to draft a Memorandum of Understanding that would be used to create the Intergovernmental Agreement (IGA). Larry F. Nicholas, Multnomah County Director of Transportation; and Greg DiLoreto, Gresham Environmental Services Director, served on the Liaison Team, together with other representatives from the work teams. The effort became known as *Transportation Initiatives*. It was the Liaison Team's responsibility to help the work teams through any problems they might have, in addition to keeping the process on schedule.

The IGA(s) addresses a number of issues in the transfer of roads, stormwater facilities, permits, and transportation planning. The IGA(s) begins by addressing the reasons for the change in transportation responsibilities, as well as the roles and responsibilities of the County and the cities of Gresham and Troutdale. Then each section of the IGA(s) addresses a work team element, as follows: (A Description of revenue/financial impacts can be found in Section III, Financial Impacts.)

A. **Transfer of Roads**

Gresham: The County will transfer to Gresham approximately 70 miles of roads, including all local roads and most collectors; the County will retain all arterials. Gresham will transfer to the County Eastman Parkway, Highland Drive, and Airport Way (if Gresham acquires ownership).

Troutdale: The County will transfer to Troutdale one mile of road. The County will retain all arterials.

**B. Transportation Planning**

Gresham and Troutdale shall each have responsibility to develop a local transportation system plan.

**C. Development Review and Permit Issuance**

The County will transfer the issuance of access permits along County roads to Gresham and Troutdale. Design review approval shall be by Gresham and Troutdale. Permits for utility cuts such as gas, electric, and telephone, shall be the responsibility of the County.

**D. Stormwater Management**

The County shall transfer to Gresham and Troutdale the stormwater systems located within each County road that is transferred. All of the drainage facilities (including storm lines, dry wells, catch basins, and ditch facilities) should be transferred along with the street right-of-way.

**E. Personnel**

No County employees will be laid off or transferred as a result of the IGA(s). The County has three vacant positions, although it does not intend to fill these positions.

**III. Financial Impact:**

Gresham: The County agrees to transfer to Gresham the following:

1. \$400,000 per year plus COLA (based on Portland CPI) to begin July 1, 1995.
2. County will complete capital improvements to Walters Road (complete) and 190th Avenue between Yamhill St. and Division St.
3. County will provide engineering and contract management to Bull Run Road. Gresham will pay for construction, construction to occur within 5 years.
4. County will give Gresham a pickup truck.
5. Gresham will continue to purchase signs from the County.
6. Gresham will buy rock from the County.
7. County and Gresham will work together on joint purchasing items.
8. Gresham will retain right to buy other contractual services.

Troutdale: The County agrees to transfer to Troutdale the following:

1. \$5,600 per year plus COLA (based on Portland CPI) to begin July 1, 1995.
2. Troutdale will continue to purchase signs from the County.
3. Troutdale will continue to obtain other maintenance services from the County in accordance with a separate maintenance agreement.
4. Troutdale and the County will cooperate on joint purchasing items. Troutdale may also purchase other contractual services from the County.

IV. Legal Issues

The proposed transfer of roads and other resources required as outlined in the respective IGAs require review by County Counsel for form and content. O.R.S. 190.010 et seq. provides for intergovernmental agreements between units of local governments to allow the performance of functions or activities by one unit of local government for another.

O.R.S. 190.020 requires that an intergovernmental agreement contemplating the performance of functions or activities by one unit of government for another shall specify the responsibilities and the apportionment of funds between the parties.

V. Controversial Issues

Following the defeat of Ballot Measure 26-1 in November 1993, the Board of County Commissioners stated their commitment to moving forward in resolving transportation issues in a manner that best serves the public interest while meeting the needs of each affected jurisdiction. The IGA(s) is a result of a Team Building process. There are constituents who believe that the results of Ballot Measure 26-1 should be followed, calling for the County to retain jurisdiction of the roads.

VI. Link to Current County Policies

The IGA(s) is a result of negotiations conducted as the *Transportation Initiatives* process. This process was undertaken at the direction of the Board of County Commissioners to resolve issues that best serve the public interest as it relates to:

1. Roadway jurisdiction
2. Transportation planning
3. Development review and permit issuance
4. Stormwater management
5. Personnel
6. Resources

VII. Citizen Participation

*Transportation Initiatives* was solely negotiations between the County and the cities of Troutdale, Fairview, Wood Village, and Gresham. No citizen input was required or sought. The IGAs for Troutdale and Gresham have been approved at their own respective public hearings before the city council(s). Citizen testimony at the Board of County Commissioners meeting is not expected.

VIII. Other Government Participation

The IGAs presently under consideration are between the County and Gresham; and the County and Troutdale. A similar IGA is presently being considered by the city of Fairview and will be brought before the Board of County Commissioners upon approval by the Fairview City Council.

The city of Wood Village was an active partner in the *Transportation Initiatives*. However, as there is no transfer of resources between the County and Wood Village, no IGA is necessary. Instead, the Memoranda of Understanding developed during the *Transportation Initiatives* process, which were used as the basis for the Gresham, Troutdale, and Fairview IGAs, are sufficient for transportation related concerns.



**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 301745

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

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

Department Environmental Services Division Transportation Date 2/16/95

Contract Originator Larry F. Nicholas Phone 248-5050 Bldg/Room #425/Yeon

Administrative Contact L. Nicholas or E. Abrahamson Phone 248-5050 Bldg/Room #425/Yeon

Description of Contract Intergovernmental Agreement with the city of Gresham to transfer 70 miles of county roads to the city of Gresham along with the appropriate funding.

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

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

Contractor Name City of Gresham

Mailing Address 1333 NW Eastman Parkway  
Gresham, OR 97030

Phone 669-2402 (Greg DiLoreto)

Employer ID# or SS# \_\_\_\_\_

Effective Date Upon execution

Termination Date Upon completion

Original Contract Amount \$ 400,000.00 per year

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

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

Total Amount of Agreement \$ 400,000.00 annually

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

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_

Lump Sum \$ \_\_\_\_\_  Due on receipt

Monthly \$ \_\_\_\_\_  Net 30

Other \$ 400,000.00  Other \_\_\_\_\_

Requirements contract - paid annually as billed Requisition required.

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

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

Encumber: Yes  No

Date 2/17/95

Date \_\_\_\_\_

Date 2/22/95

Date \_\_\_\_\_

Date \_\_\_\_\_

**REQUIRED SIGNATURES:**

Department Manager [Signature]

Purchasing Director (Class II Contracts Only) [Signature]

County Counsel [Signature]

County Chair / Sheriff \_\_\_\_\_

Contract Administration (Class I, Class II Contracts Only) \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	150	030	6000			6050					
02.											
03.											

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

## INTERGOVERNMENTAL AGREEMENT BETWEEN MULTNOMAH COUNTY AND THE CITY OF GRESHAM FOR TRANSFER OF COUNTY ROADS

THIS AGREEMENT is entered into under the authority of Chapter 190 of Oregon Revised Statutes by the CITY OF GRESHAM, a municipal corporation (GRESHAM), and the COUNTY OF MULTNOMAH, a home rule political subdivision of the State of Oregon (COUNTY).

### RECITALS

1. In the early 1980's the COUNTY and GRESHAM began discussions regarding the transfer of COUNTY roads located within GRESHAM city limits.

2. In November 1993, the Multnomah County Commission sent a letter to the Gresham City Council stating its desire to resolve the issues relating to the transfer of COUNTY roads located within the Gresham city limits in a manner that best serves the public interest while meeting the needs of both jurisdictions.

3. In December 1993, elected officials from the cities of Fairview, Gresham, Troutdale, and Wood Village, and Multnomah County met to begin discussions regarding the transfer of COUNTY roads. These discussions continued for the next four months and a work plan was developed.

4. On May 2, 1994, staff members from the four cities and the COUNTY met for an all day training session. At the conclusion of the training, work teams were established in the areas of development permits, stormwater, road transfer, transportation planning, revenue sharing, personnel, and communications. Each team was directed to draft a memorandum of understanding by November 1994 that would be the basis of intergovernmental agreements between each of the four cities and the COUNTY. Larry Nicholas, Multnomah County Director of Transportation, and Greg DiLoreto, Gresham Director of the Department of Environmental Services served on a liaison team together with representatives from the work teams. This effort was known as the Transportation Initiatives.

5. The parties desire to describe the terms for the transfer of certain COUNTY roads, stormwater facilities, and other responsibilities to GRESHAM and to described the responsibilities of both parties regarding various issues related to the transfer of the COUNTY roads.

6. ORS 190.010 et seq. provide for intergovernmental agreements between units of local governments to allow the performance of functions or activities by one unit of local government for another.

7. ORS 190.020 requires that an intergovernmental agreement contemplating the performance of functions or activities by one unit of local government for another shall specify the responsibilities and the apportionment of funds between the parties.

8. The Joint Road Transfer Team's goal was to develop a road transfer list that reflects the roles and responsibilities of the COUNTY and the four cities, including GRESHAM, that is consistent with the statewide transportation rule, and promotes efficient and effective service delivery.

9. The parties agreed that the road system is a hierarchy of roadways, ranging in function from major inter-city arterials to those roads totally within and serving a local jurisdiction such as local and collector streets. The road network that is located in urban east Multnomah County is part of a regional road system and should be consistent with the standards and functions of the regional system. The COUNTY will involve GRESHAM in the planning and design of COUNTY road improvements in GRESHAM to insure consistency with GRESHAM's local transportation system plan. GRESHAM will involve the COUNTY in the planning and design of GRESHAM road improvements that intersect a COUNTY road.

10. The parties agreed that the following criteria should be used to guide the definition of the road network:

- a. Access and Mobility. The road system is based upon functional class of roads in which generally, the COUNTY will be responsible for arterials and collectors that support regional travel, and GRESHAM and the other cities will be responsible for local roads and collectors which primarily function to support local transportation and access to the regional system.
- b. Efficient and Effective Service Delivery. For simplicity of maintenance and accountability of the public, the network should consist of roads that are continuous links. Segments of roads existing under different jurisdictions should be avoided.
- c. Integrity of Grid System. The COUNTY network will consist, generally, of a grid that is made up of arterials and collectors that support a continuous corridor in either a north-south or east-west direction, or serve rural areas outside of GRESHAM and the other cities.
- d. Customer Service. To the degree possible, connectivity with regional urban and rural arterials should be maintained. The road system should be easily understood with road segments easily identifiable to the user.

11. Prior to transferring any COUNTY roads, the COUNTY must hold a public hearing regarding the proposed transfers. After this hearing, GRESHAM must formally accept the roads.

THEREFORE, GRESHAM and the COUNTY agree as follows:

### SECTION I. TRANSFER OF ROADS

- A. In general, the COUNTY will transfer to GRESHAM approximately 70 miles of roads including all local roads and most collectors. The COUNTY will retain all arterials. GRESHAM will transfer to the COUNTY, Eastman Parkway, Highland Drive, and Airport Way if Gresham acquires ownership.
- B. GRESHAM shall transfer the roads, and road segments, identified in Exhibit A to the COUNTY on July 1, 1995.
- C. The COUNTY shall transfer the roads, and road segments, identified in Exhibit B to GRESHAM on July 1, 1995.

### SECTION II. TRANSPORTATION PLANNING

- A. GRESHAM shall have responsibility to develop a local transportation system plan within its planning jurisdiction under the State Transportation Planning Rule.
- B. The COUNTY and GRESHAM agree to seek opportunities to share staff resources for joint transportation planning projects or studies, including short-term assignments of staff from one jurisdiction to another.

### SECTION III. DEVELOPMENT REVIEW AND PERMIT ISSUANCE

The COUNTY will transfer the issuance of access permits along COUNTY roads to GRESHAM. Design review approval shall be by GRESHAM. Permits for utility cuts, such as gas, electric, and telephone, shall be the responsibility of the COUNTY.

- A. ACCESS MANAGEMENT/DEVELOPMENT REVIEW. The COUNTY will transfer to GRESHAM those functions which are critical to the management of access control related to new development within GRESHAM along COUNTY roads. These included the following aspects of development: client interaction and pre-application conferences, plan intake, establishing development conditions related to access management, issuing development permits, and conducting development inspections.
- B. COMMON STANDARDS. The parties desire to create common development procedures and road standards to be adopted by GRESHAM and the COUNTY and the cities of Fairview, Troutdale, and Wood Village. GRESHAM shall give the COUNTY a copy of its present development code and criteria. COUNTY staff will identify which standards are currently uniform and which are varied. The parties will work to create common standards and procedures to be used by all parties.

C. CITY-COUNTY COORDINATION. The parties desire to insure that as part of the development review process, the COUNTY is given timely notice to comment on aspects related to ongoing maintenance responsibility, level of service questions, current and future off-site and cumulative network effects, and standard changes. GRESHAM shall develop a plan as to how GRESHAM will provide the COUNTY with timely notice and opportunity to comment consistent with GRESHAM's review and permitting schedules.

#### SECTION IV. STORMWATER MANAGEMENT

The various responsibilities of GRESHAM and the COUNTY regarding stormwater management are described below and are summarized in Exhibit C.

##### A. TRANSFER OF STORMWATER FACILITIES.

1. The COUNTY will transfer to GRESHAM the stormwater systems located within each COUNTY road that is transferred to GRESHAM. GRESHAM will transfer to the COUNTY the catch basins located within each GRESHAM road transferred to the COUNTY. All of the drainage facilities (including stormlines, dry wells, catch basins and ditch facilities) should be transferred along with the street right-of-way,
2. Gresham shall own all new and existing main stormwater system lines within Gresham. The COUNTY shall transfer to GRESHAM all main stormwater system lines it currently operates within GRESHAM including all main lines both within and outside of COUNTY road right-of-way. The COUNTY shall retain ownership of the catch basins, sumps, and laterals (from catch basins to main lines) within its roads located within GRESHAM.
3. Existing GRESHAM owned stormwater facilities located within the COUNTY rights-of-way should continue to remain under GRESHAM ownership and responsibility.

B. MAINTENANCE RESPONSIBILITIES. Responsibilities for maintenance of transferred stormwater facilities shall reside with the jurisdiction that assumes ownership of those facilities.

C. STREET FLOODING (EMERGENCY RESPONSE). Response to street flooding will continue to be the responsibility of the jurisdiction owning the street or road.

##### D. RESOLUTION OF DRAINAGE PROBLEMS.

1. Drainage problems occurring within COUNTY rights-of-way will generally be resolved by the COUNTY. On COUNTY roads within GRESHAM, the COUNTY will continue to address drainage problems, but GRESHAM may elect to take the lead in resolving citizen complaints.

2. Within GRESHAM, drainage problems outside the COUNTY right-of-way should be the responsibility of GRESHAM. GRESHAM shall assume the lead in resolving citizen drainage problems, and the COUNTY shall provide support in implementing the solution, if necessary.
3. On city streets, GRESHAM shall resolve drainage problems both outside and within the right-of-way.

E. WATER QUALITY.

1. The COUNTY shall continue to participate, along with FAIRVIEW and GRESHAM, as co-applicants in the National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater Permit. Since jurisdiction responsibilities for stormwater facilities will change as a result of the intergovernmental agreement, NPDES responsibilities may also change.
2. Jurisdictional responsibility for stormwater facilities shall determine responsibility for stormwater quality. The National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater Permit may need to be amended as a result of this intergovernmental agreement, showing any proposed changes in responsibility.

F. MASTER PLANNING. Stormwater master planning shall continue to be the responsibility of GRESHAM.

G. PROJECT-LEVEL PLANNING. Project-level planning should be consistent with guidelines proposed in Gresham's master plan. Since cities should be responsible for developing stormwater master plans, they should also be influential in local project-level plans. On COUNTY streets, within GRESHAM, the COUNTY shall implement stormwater recommendation prescribed in GRESHAM's master plan.

H. DESIGN/CONSTRUCTION.

1. On COUNTY projects, within GRESHAM, the COUNTY should be responsible for designing and building stormwater facilities consistent with recommendations of GRESHAM's master plan.
2. Within COUNTY rights-of-way, GRESHAM stormwater projects will be the responsibility of GRESHAM to design and construct.

I. COMMON STANDARDS. GRESHAM and the COUNTY agree to begin developing common maintenance and design standards.

## SECTION V. PERSONNEL

No COUNTY employees will be laid off or transferred as a result of this Intergovernmental Agreement, although it is estimated that GRESHAM will need to hire ten full-time employees to operate and maintain approximately 70 miles of roads and stormwater systems that will be transferred to GRESHAM. The COUNTY has three vacant positions, although it does not intend to fill these positions.

## SECTION VI. RESOURCES

- A. The COUNTY will transfer the following resources to GRESHAM beginning July 1, 1995:
1. \$400,000 per year plus a cost of living adjustment based on the Portland State University CPI
  2. One pick-up truck.
- B. The COUNTY will do the following beginning July 1, 1995:
1. Complete capital improvements to Walters Road and 190th Avenue by June 30, 1997.
  2. Provide engineering, right-of-way acquisition, and contract management to Bull Run Road (SE 1st Avenue). GRESHAM will construct the project out of its funds within the next five years.
- C. GRESHAM will continue do the following beginning July 1, 1995:
1. Purchase signs from the COUNTY.
  2. Purchase rock from the COUNTY.
- D. GRESHAM and the COUNTY will cooperate on joint purchasing items. GRESHAM may also purchase other contractual services from the COUNTY.

DATED: \_\_\_\_\_, 1994.

COUNTY OF MULTNOMAH

CITY OF GRESHAM

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

By Gussie McRobert  
Gussie McRobert  
Mayor

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # \_\_\_\_\_ DATE \_\_\_\_\_  
\_\_\_\_\_  
BOARD CLERK

By Bonnie Kraft  
Bonnie Kraft  
City Manager

Approved as to form:

Approved as to form:

Lauréce Kressel  
Lauréce Kressel  
County Counsel  
Multnomah County, Oregon

Matthew R Barnes  
Thomas Sponsler  
City Attorney

EXHIBIT A

**Roads to be transferred to County  
from City of Gresham**

S.E. Eastman Parkway  
(From S.E. Fariss Road to S.E. 209th Avenue)

S.E. Highland Drive  
(From S.E. Powell Boulevard to S.E. 190th Drive)

N.E. Airport Way  
(From N. E. Sandy Boulevard Northerly 1,010 feet to Portland city limits)

S.E. Butler Road  
(From S.E. Regner Road Easterly 3,044 feet)

EXHIBIT B

**Roads to be transferred to City of Gresham**

**Northeast Area**

N.E. 163rd Avenue, No. 4761

(From N.E. Russell Street to a point 351 feet, more or less, South of N.E. Russell Street)

N.E. 164th Avenue, No. 3590

(From N.E. Everett Street to a point 403 feet, more or less, South of N.E. Everett Street)

N.E. 164th Avenue, No. 4762

(From N.E. Russell Street to a point 360 feet, more or less, South of N.E. Russell Street)

N.E. 164th Place, No. 4769

(From N.E. Tillamook Street to a point 288 feet, more or less, Southwesterly of N.E. Tillamook Street)

N.E. 164th Avenue, No. 4767

(From N.E. 165th Drive to a point 96 feet, more or less, Westerly from N.E. 165th Drive)

N.E. 164th Avenue, No. 4772

(From N.E. Tillamook Street to a point 121 feet, more or less, North of N.E. Tillamook Street)

N.E. 165th Avenue, Nos. 3510, 4192, 4336, 4342

(From N.E. Oregon Street to E. Burnside)

N.E. 165th Avenue, Nos. 3151, 4970

(From N.E. Holladay Street to a point 259 feet, more or less, South of N.E. Holladay Street)

N.E. 165th Drive, No. 4765

(From N.E. Russell Street to a point 76 feet, more or less, South of N.E. Tillamook Street)

N.E. 166th Avenue, No. 2179

(From a point 25 feet, more or less, North of N.E. Hassalo Street to a point 25 feet, more or less, South of N.E. Wasco Street)

N.E. 166th Avenue, No. 3507

(From N.E. Everett Court to N.E. Couch Court)

N.E. 166th Drive, No. 4763

(From N.E. 165th Drive to a point 126 feet, more or less, Easterly of N.E. 165th Drive)

N.E. 167th Place, Nos. 2605, 3695

(From N.E. Couch Court to N.E. Oregon Street)

N.E. 167th Place, No. 4764  
(From N.E. Russell Street to a point 185 feet, more or less, Southwesterly of N.E. Russell Street)

N.E. 168th Avenue, Nos. 2640, 3673  
(From N.E. Flanders to N.E. Couch Court)

N.E. 168th Place, No. 3860  
(From N.E. Halsey Street to N.E. Clackamas Street)

N.E. 168th Place, No. 4058  
(From N.E. 169th Drive to a point 227 feet, more or less, Southwesterly of N.E. Pacific Drive)

N.E. 169th Avenue, No. 1608  
(From Wilkes Road to N.E. Halsey Street)

N.E. 169th Avenue, No. 3670  
(From N.E. Glisan Street to N.E. Flanders Street)

N.E. 169th Avenue, No. 3675  
(From N.E. Everett Court to a point 285 feet, more or less, South of N.E. Everett Court)

N.E. 169th Avenue, No. 3957  
(From N.E. Clackamas Street to a point 125 feet, more or less, South of N.E. Clackamas Street)

N.E. 169th Avenue & Drive, No. 3996  
(From a point 10 feet, more or less, North of N.E. Hassalo Street to a point 389 feet, more or less, Southeasterly of N.E. 168th Place)

N.E. 169th Place, No. 3697  
(From N.E. Hoyt Street to N.E. Oregon Street)

N.E. 170th Avenue, Nos. 3672, 4512  
(From N.E. Flanders Street to N.E. Davis Street)

N.E. 172nd Avenue, Nos. 560, 1301, 1769, 3699, 3938  
(From N.E. Halsey Street to E. Burnside Street)

N.E. 173rd Avenue, Nos. 4077, 4078  
(From N.E. Multnomah Drive to N.E. Irving Street)

N.E. 174th Avenue, Nos. 4079, 4080  
(From N.E. Irving Street to N.E. 175th Avenue)

N.E. 175th Avenue, Nos. 3910, 4075, 4735  
(From N.E. Pacific Street to a point 229 feet, more or less, North of N.E. Wasco Street)

N.E. 176th Avenue, Nos. 3705, 3065, 4577  
(From E. Burnside Street to N.E. Glisan Street)

N.E. 176th Avenue, No. 3911  
(From N.E. Pacific Street to N.E. Multnomah Drive)

N.E. 177th Avenue, No. 3742  
(From N.E. Pacific Street to N.E. Multnomah Drive)

N.E. 177th Place, No. 3741  
(From N.E. Pacific Street to a point 123 feet, more or less, South of N.E. Pacific Street)

N.E. 178th Avenue, Nos. 3499, 3075  
(From N.E. Davis Street to N.E. Flanders Street)

N.E. 178th Avenue, No. 3743  
(From N.E. Multnomah Drive to a point 241 feet, more or less, South of N.E. Pacific Street)

N.E. 178th Avenue, No. 4599  
(From N.E. Glisan Street to N.E. Oregon Street)

N.E. 179th Avenue, Nos. 3745, 3746, 3978  
(From N.E. Wasco Street to N.E. Pacific Street)

N.E. 179th Avenue, No. 3744  
(From N.E. Pacific Street to a point 219 feet, more or less, Southeasterly of N.E. Pacific Street)

N.E. 182nd Place, No. 2816  
(From N.E. Everett Court to a point 218 feet, more or less, South of N.E. Everett Court)

N.E. 183rd Avenue, Nos. 4466, 4524  
(From N.E. Halsey Street to a point 275 feet, more or less, South of N.E. Pacific Court)

N.E. 183rd Avenue, No. 3179  
(From N.E. Glisan Street to a point 483 feet, more or less, North of N.E. Glisan Street)

N.E. 183rd Place, No. 2865  
(From N.E. Everett Court to N.E. Davis Street)

N.E. 184th Place, No. 2833  
(From N.E. Glisan Street to N.E. Everett Street)

N.E. 184th Place, No. 4141  
(From N.E. Everett Court to N.E. Davis Street)

N.E. 185th Drive, No. 1396  
(From a point 1285 feet, more or less, North of N.E. Sandy Road to N.E. Sandy Road)

N.E. 185th Place, No. 3464  
(From N.E. Glisan Street to a point 483 feet, more or less, North of N.E. Glisan Street)

N.E. 186th Avenue, No. 3074  
(From N.E. Glisan Street to N.E. Everett Court)

N.E. 186th Avenue, No. 4831  
(From N.E. Halsey Street to N.E. Wasco Street)

N.E. 186th Drive, No. 4497  
(From N.E. 188th Place to a point 220 feet, more or less, Northwesterly of N.E. 188th Place)

N.E. 186th Drive, No. 4832  
(From N.E. 186th Avenue to a point 189 feet, more or less, Southeasterly of N.E. 186th Avenue)

N.E. 187th Avenue, No. 3111  
(From N.E. Everett Court to a point 270 feet, more or less, South of N.E. Everett Court)

N.E. 188th Avenue, Nos. 1549, 4446  
(From E. Burnside Street to a point 706 feet, more or less, North of N.E. Glisan Street)

N.E. 188th Avenue, Nos. 4493, 4357  
(From N.E. 188th Place to N.E. Pacific Street)

N.E. 188th Place, No. 4494  
(From N.E. 188th Avenue to N.E. Clackamas Street)

N.E. 189th Place, No. 2732  
(From N.E. Hassalo Street to N.E. Clackamas Street)

N.E. 190th Avenue, Nos. 3542, 3211  
(From N.E. Flanders Street to N.E. Davis Street)

N.E. 190th Avenue, No. 2289  
(From N.E. Glisan Street to N.E. 191st Avenue)

N.E. 190th Place, No. 2730  
(From N.E. Halsey Street to a point 20 feet, more or less, South of N.E. Hassalo Street)

N.E. 190th Place, No. 3517  
(From a point 165 feet, more or less, North of N.E. Couch Lane to a point 55 feet South of N.E. Couch Lane)

N.E. 191st Avenue, Nos. 2292, 3536  
(From N.E. Hoyt Street to a point 20 feet, more or less, South of Hassalo Street)

N.E. 192nd Avenue, No. 2911  
(From N.E. Wilkes Street to N.E. Halsey Street)

N.E. 192nd Avenue, Nos. 1542, 2294, 3465  
(From N.E. Halsey Street to S.E. Stark Street)

N.E. 193rd Avenue, Nos. 3877, 4353, 4060  
(From a point 430 feet, more or less, North of N.E. Couch Street to a point 450 feet, more or less, South of N.E. Couch Street)

N.E. 193rd Avenue, Nos. 4301, 3471  
(From N.E. Hassalo Street to a point 25 feet, more or less, South of N.E. Pacific Street)

N.E. 193rd Avenue, No. 3470  
(From N.E. Clackamas Street to N.E. Multnomah Court)

N.E. 194th Avenue, Nos. 3836, 4262  
(From N.E. Hassalo Street to a point 1140 feet, more or less, North of S.E. Stark Street)

N.E. 194th Avenue, No. 4315  
(From N.E. Multnomah Court to a point 390 feet, more or less, North of N.E. Multnomah Court)

N.E. 194th Avenue, No. 4358  
(From N.E. San Rafael Street to a point 778 feet, more or less, North of N.E. San Rafael Street)

N.E. 195th Avenue, Nos. 4526, 4257  
(From N.E. Halsey Street to N.E. Hassalo Street)

N.E. 195th Avenue, Nos. 4961, 4305  
(From a point 360 feet, more or less, South of N.E. Irving Court to a point 308 feet, more or less, North of N.E. Irving Court)

N.E. 195th Avenue, No. 3837  
(From N.E. Davis Street to a point 170 feet, more or less, South of N.E. Davis Street)

N.E. 196th Avenue, Nos. 2913, 4662  
(From N.E. Halsey Street to N.E. 195th Avenue)

N.E. 196th Avenue, No. 2506  
(From N.E. Glisan Street to a point 871 feet, more or less, North of N.E. Glisan Street)

N.E. 196th Avenue, No. 2967  
(From N.E. Davis Street to a point 275 feet, more or less, South of N.E. Davis Street)

N.E. 197th Avenue, Nos. 3013, 3639, 3660

(From N.E. Glisan Street to a point 320 feet, more or less, South of N.E. Davis Street)

N.E. 197th Avenue, Nos. 4666, 3652

(From N.E. Multnomah Street to a point 246 feet, more or less, South of N.E. Multnomah Street)

N.E. 197th Avenue, Nos. 4678, 4663

(From a point 637 feet, more or less, North of N.E. Glisan Street to N.E. Holladay Street)

N.E. 197th Place, Nos. 4323, 4691

(From N.E. Sandy Road to N.E. Knott Street)

N.E. 198th Avenue, Nos. 3786, 3849

(From N.E. Couch Street to a point 139 feet, more or less, South of N.E. Couch Street)

N.E. 198th Avenue, Nos. 3474, 4664

(From N.E. Glisan Street to N.E. Holladay Street)

N.E. 199th Avenue, Nos. 3016, 3787

(From N.E. Flanders Street to a point 216 feet, more or less, South of N.E. Couch Street)

N.E. 199th Avenue, No. 4665

(From N.E. 198th Avenue to N.E. Holladay Street)

N.E. 199th Avenue, Nos. 4668, 3653

(From Holladay Street to N.E. Multnomah Street)

N.E. 202nd Avenue, No. 595

(From a point 155 feet, more or less, South of N.E. Oregon Street to the North right-of-way line of N.E. 201st Drive)

N.E. 220th Avenue, No. 1928

(From N.E. Couch Street to a point 175 feet, more or less, South from S.E. Couch Street)

N.E. Clackamas Court, No. 3504

(From N.E. Wasco Street to N.E. Multnomah Street)

N.E. Clackamas Court, No. 3505

(From N.E. 196th Avenue to N.E. Wasco Street)

N.E. Clackamas Street, Nos. 2731, 3469, 4495, 4258

(From a point 197 feet, more or less, West of N.E. 188th Place to N.E. 195th Avenue)

N.E. Clackamas Street, Nos. 3861, 3951

(From N.E. 168th Place to a point 264 feet, more or less, East of 169th Avenue)

N.E. Couch Court, Nos. 3508, 2639  
(From N.E. 165th Avenue to a point 244 feet, more or less, East of N.E. 168th Avenue)

N.E. Couch Lane, No. 3281  
(From N.E. 188th Avenue to N.E. 190th Place)

N.E. Couch Street, No. 3091  
(From N.E. 188th Avenue to N.E. 190th Place)

N.E. Couch Street, Nos. 3725, 4130  
(From N.E. 176th Avenue to a point 844 feet, more or less, East of N.E. 176th Avenue)

N.E. Couch Street, No. 3788  
(From N.E. 197th Avenue to N.E. 199th Avenue)

N.E. Couch Street, No. 3878  
(From N.E. 192nd Avenue to N.E. 194th Avenue)

N.E. Couch Street, No. 4442  
(From N.E. 181st Avenue to a point 258 feet, more or less, East of N.E. 181st Avenue)

N.E. Davis Street, No. 3638  
(From N.E. 188th Avenue to N.E. 190th Place)

N.E. Davis Street, Nos. 2987, 3641  
(From a point 25 feet, more or less, East of N.E. 194th Avenue to N.E. 199th Avenue)

N.E. Davis Street, Nos. 4511, 2641  
(From N.E. 168th Avenue to N.E. 170th Avenue)

N.E. Davis Street, No. 2866  
(From N.E. 183rd Place to a point 161 feet, more or less, East of N.E. 183rd Place)

N.E. Davis Street, No. 3064  
(From N.E. 176th Avenue to N.E. 181st Avenue)

N.E. Everett Court, Nos. 2815, 4055, 3110, 3711  
(From N.E. 181st Avenue to N.E. 188th Avenue)

N.E. Everett Court, No. 3674  
(From N.E. 168th Avenue to N.E. 169th Avenue)

N.E. Everett Court, Nos. 3377, 3506  
(From N.E. 162nd Avenue to a point 154 feet, more or less, West of N.E. 167th Place)

N.E. Everett Court, No. 3500  
(From N.E. 178th Avenue to a point 465 feet, more or less, East of N.E. 178th Avenue)

N.E. Everett Court, No. 3543  
(From N.E. 190th Avenue to a point 418 feet, more or less, West of N.E. 190th Avenue)

N.E. Everett Lane, Nos. 3017, 3640  
(From N.E. 197th Avenue to N.E. 199th Avenue)

N.E. Everett Street, Nos. 2834, 3173  
(From a point 25 feet, more or less, East of N.E. 181st Place to N.E. 186th Avenue)

N.E. Everett Street, Nos. 3067, 3501  
(From N.E. 176th Avenue to N.E. 178th Avenue)

N.E. Everett Street, Nos. 3415, 3015  
(From N.E. 197th Avenue to a point 305 feet, more or less, West of N.E. 197th Avenue)

N.E. Everett Street, No. 2604  
(From N.E. 167th Place to a point 154 feet, more or less, West of 167th Place)

N.E. Everett Street, No. 3589  
(From N.E. 165th Avenue to a point 91 feet, more or less, West of 164th Avenue)

N.E. Everett Street, No. 4054  
(From a point 476 feet, more or less, East of 178th Avenue to N.E. 181st Avenue)

N.E. Everett Street, No. 4892  
(From N.E. 170th Avenue to 172nd Avenue)

N.E. Flanders Street, Nos. 3066, 3502  
(From a point 291 feet, more or less, West of N.E. 176th Avenue to N.E. 178th Avenue)

N.E. Flanders Street, No. 2738  
(From N.E. 181st Avenue to N.E. 184th Place)

N.E. Flanders Street, No. 3014  
(From N.E. 197th Avenue to N.E. 199th Avenue )

N.E. Flanders Street, No. 3210  
(From N.E. 188th Avenue to N.E. 190th Place)

N.E. Flanders Street, No. 3671  
(From N.E. 168th Avenue to N.E. 170th Avenue)

N.E. Halsey Street, No. 1014  
(From N.E. 181st Avenue to N.E. Halsey Street)

N.E. Hassalo Court, No. 4661  
(From N.E. 197th Avenue to a point 260 feet, more or less, East of N.E. 197th Avenue)

N.E. Hassalo Street, Nos. 2733, 3466, 4313, 4498, 4525, 4660  
(From N.E. 188th Avenue to N.E. 196th Avenue)

N.E. Hassalo Street, No. 2400  
(From N.E. 166th Avenue to N.E. 169th Avenue)

N.E. Holladay Place, No. 2293  
(From N.E. 191st Avenue to a point 160 feet, more or less, Easterly of N.E. 191st Avenue)

N.E. Holladay Street, No. 2369  
(From N.E. 188th Avenue to N.E. 191st Avenue)

N.E. Holladay Street, No. 3150  
(From N.E. 162nd Avenue to N.E. 166th Avenue)

N.E. Holladay Street, No. 4303  
(From N.E. 194th Avenue to a point 345 feet, more or less, East of N.E. 194th Avenue)

N.E. Holladay Street, No. 4659  
(From N.E. 196th Avenue to N.E. 201st Avenue)

N.E. Hoyt Court, No. 4450  
(From N.E. 188th Avenue to a point 217 feet, more or less, East of N.E. 188th Avenue)

N.E. Hoyt Street, No. 2966  
(From N.E. 162nd Avenue to N.E. 165th Avenue)

N.E. Hoyt Street, No. 4371  
(From N.E. 165th Avenue to a point 455 feet, more or less, Easterly of N.E. 165th Avenue)

N.E. Hoyt Street, No. 2290  
(From N.E. 190th Avenue to N.E. 192nd Avenue)

N.E. Hoyt Street, No. 3696  
(From N.E. 167th Place to N.E. 169th Place)

N.E. Irving Court, No. 4304  
(From N.E. 194th Avenue to N.E. 195th Avenue)

N.E. Irving Court, No. 4451  
(From N.E. 188th Avenue to a point 217 feet, more or less, East of N.E. 188th Avenue)

N.E. Irving Street, No. 4074  
(From N.E. 172nd Avenue to a point 134 feet, more or less, East of N.E. 174th Avenue)

N.E. Multnomah Court, Nos. 4314, 4527  
(From N.E. 193rd Avenue to N.E. 195th Avenue)

N.E. Multnomah Court, No. 4528  
(From N.E. 195th Avenue to a point 120 feet, more or less, East of N.E. 195th Avenue)

N.E. Multnomah Court, No. 3467  
(From N.E. 192nd Avenue to a point 252 feet, more or less, West of N.E. 192nd Avenue)

N.E. Multnomah Drive, Nos. 3747, 3980  
(From N.E. 175th Avenue to a point 192 feet, more or less, North of N.E. Wasco Street)

N.E. Multnomah Drive, No. 3981  
(From N.E. 172nd Avenue to N.E. 174th Avenue)

N.E. Multnomah Street, Nos. 4468, 4829  
(From N.E. 183rd Avenue to a point 981 feet, more or less, East of N.E. 183rd Avenue)

N.E. Multnomah Street, No. 2399  
(From N.E. 162nd Avenue to N.E. 166th Avenue)

N.E. Multnomah Street, No. 3262  
(From N.E. 162nd Avenue to N.E. 161st Avenue)

N.E. Multnomah Street, No. 3651  
(From N.E. 196th Avenue to N.E. Clackamas Court)

N.E. Oregon Street, No. 3698  
(From a point 117 feet, more or less, West of N.E. 167th Place to a point 105 feet, more or less, East of 169th Place)

N.E. Oregon Street, No. 4521  
(From N.E. 165th Avenue to a point 285 feet, more or less West of N.E. 165th Avenue)

N.E. Oregon Street, No. 4600  
(From N.E. 178th Avenue to N.E. 182nd Avenue)

N.E. Pacific Court, No. 4523  
(From N.E. 181st Avenue to N.E. 183rd Avenue)

N.E. Pacific Drive, No. 4059  
(From a point 255 feet, more or less, Westerly of N.E. 168th Place to N.E. Oregon Street)

N.E. Pacific Street, No. 4076  
(From N.E. 172nd Avenue to a point 133 feet, more or less, East of N.E. 174th Avenue)

N.E. Pacific Street, No. 3749  
(From N.E. 181st Avenue to a point 125 feet, more or less, West of N.E. 177th Avenue)

N.E. Pacific Street, No. 2291  
(From N.E. 188th Avenue to N.E. 190th Avenue)

N.E. Pacific Street, No. 4302  
(From N.E. 193rd Avenue to N.E. 194th Avenue)

N.E. Pacific Street, No. 4400  
(From N.E. 169th Drive to a point 95 feet, more or less, East of N.E. 169th Drive)

N.E. Russell Street, No. 4760  
(From N.E. 162nd Avenue to N.E. 169th Avenue)

N.E. San Rafael Street, Nos. 2909, 2912  
(From N.E. 181st Avenue to a point 1134 feet, more or less, East of N.E. 192nd Avenue)

N.E. San Rafael Drive, No. 4771  
(From N.E. 162nd Avenue to a point 386 feet, more or less, Easterly of N.E. 162nd Avenue)

N.E. Thompson Street, No. 4766  
(From N.E. 165th Drive to a point 190 feet, more or less, West of N.E. 165th Drive)

N.E. Tillamook Court, No. 4770  
(From N.E. Tillamook Street to a point 251 feet, more or less, West of N.E. Tillamook Street)

N.E. Tillamook Street, No. 4768  
(From N.E. San Rafael Drive to N.E. 165th Drive)

N.E. Wasco Court, No. 3468  
(From N.E. 192nd Avenue to a point 300 feet, more or less, Westerly of N.E. 192nd Avenue)

N.E. Wasco Court, No. 4496  
(From N.E. 188th Place to a point 236 feet, more or less, Northwesterly of N.E. 188th Place)

N.E. Wasco Street, Nos. 3979, 3748  
(From N.E. 172nd Avenue to N.E. 181st Avenue)

N.E. Wasco Street, Nos. 4467, 4830  
(From N.E. 183rd Avenue to N.E. 186th Avenue)

N.E. Wasco Street, No. 2401  
(From N.E. 162nd Avenue to N.E. 169th Avenue)

N.E. Wasco Street, No. 3476  
(From N.E. 196th Avenue to N.E. Halsey)

N.E. Wilkes Road, No. 2910  
(From N.E. 181st Avenue to N.E. 192nd Avenue)

### Southeast Area

S.E. 166th Avenue, No. 3821  
(From S.E. Ankeny Street to a point 242 feet, more or less, South of S.E. Ankeny Street)

S.E. 167th Avenue, No. 2643  
(From E. Burnside Street to S.E. Stark Street)

S.E. 169th Avenue, No. 4808  
(From S.E. Pine Street to S.E. Stark Street)

S.E. 172nd Avenue, No. 3938  
(From E. Burnside Street to S.E. Stark Street)

S.E. 175th Place, Nos. 3036, 2282, 2297  
(From S.E. Stark Street to a point 768 feet, more or less, South of S.E. Main Street)

S.E. 175th Place, No. 2934  
(From S.E. Division Street to S.E. Brooklyn Street)

S.E. 176th Place, Nos. 2371, 2790  
(From S.E. Division Street to S.E. Haig Drive)

S.E. 176th Place, No. 2670  
(From S.E. Stark Street to S.E. Yamhill Street)

S.E. 176th Street, No. 1772  
(From S.E. Division Street to a point 2648 feet, more or less, North of S.E. Division Street)

S.E. 177th Avenue, No. 2795  
(From S.E. Tibbetts Street to S.E. Haig Drive)

S.E. 177th Street, Nos. 3176, 4546  
(From a point 166 feet, more or less, North of S.E. Clay Street to a point 12 feet, more or less, South of S.E. Mill Court)

S.E. 178th Avenue & Place, Nos. 2808, 2809  
(From S.E. Division Street to S.E. Lincoln Street)

S.E. 178th Avenue, No. 2673  
(From S.E. Alder Street to S.E. Yamhill Street)

S.E. 178th Avenue, No. 2797  
(From S.E. Kelly Street to S.E. Haig Drive)

S.E. 179th Avenue, Nos. 2675, 3149  
(From S.E. Stark Street to S.E. Clay Street)

S.E. 179th Avenue, No. 2798  
(From S.E. Kelly Street to S.E. Haig Drive)

S.E. 179th Avenue, No. 2799  
(From S.E. Tibbetts Street to a point 125 feet, more or less, North of S.E. Tibbetts Street)

S.E. 179th Avenue, No. 2810  
(From S.E. Caruthers Street to S.E. Lincoln Street)

S.E. 180th Avenue, No. 2800  
(From S.E. Tibbetts Street to S.E. Kelly Street)

S.E. 180th Avenue, No. 4234  
(From S.E. Kelly Street to S.E. Kelly Court)

S.E. 180th Avenue, No. 2237  
(From S.E. 181st Avenue to S.E. Yamhill Street)

S.E. 180th Avenue, No. 2801  
(From S.E. Haig Drive to a point 14.14 feet Northwesterly of S.E. Kelly Court)

S.E. 180th Avenue, No. 2811  
(From S.E. Caruthers Street to S.E. Lincoln Street)

S.E. 181st Avenue, No. 2806  
(From S.E. Caruthers Street to S.E. Lincoln Street)

S.E. 181st Avenue, No. 2808  
(From S.E. Harrison Street to S.E. Mill Street)

S.E. 182nd Avenue, No. 609  
(From S.E. Stark Street to S.E. Yamhill Street)

S.E. 184th Avenue, No. 2668  
(From S.E. Caruthers Street to S.E. Lincoln Street)

S.E. 184th Place, No. 3188  
(From S.E. Tibbetts Court to S.E. Brooklyn Court)

S.E. 185th Avenue, Nos. 2240, 3146  
(From S.E. Clinton Street to S.E. Lincoln Street)

S.E. 185th Avenue, No. 3335  
(From E. Burnside Street to S.E. Stark Street)

S.E. 186th Avenue, Nos. 2669, 3393, 4683  
(From S.E. Caruthers Street to S.E. Stephens Circle)

S.E. 186th Court, No. 4799  
(From S.E. Division Street to a point 148 feet, more or less, North of S.E. Division Street)

S.E. 187th Avenue, No. 1545  
(From S.E. Stark Street to S.E. Yamhill Street)

S.E. 187th Place, No. 3089  
(From S.E. Division Street to a point 146.41 feet Southerly of S.E. Clinton Street)

S.E. 188th Avenue, No. 1549  
(From E. Burnside Street to S.E. Stark Street)

S.E. 189th Avenue, No. 3233  
(From S.E. Grant Street to a point 374 feet, more or less, South of S.E. Grant Street)

S.E. 190th Avenue, Nos. 1463, 3260, 2578, 4979  
(From S.E. Stark Street to S.E. Clinton Street)

S.E. 190th Drive, Nos. 590, 623  
(From S.E. Highland Drive to S.E. Powell Loop Road)

S.E. 191st Place, No. 3458  
(From S.E. Clinton Street to a point 255 feet, more or less, Northwesterly of S.E. Clinton Street )

S.E. 193rd Avenue, No 4060  
(From a point 450 feet, more or less, South of N.E. Couch Street to a point 1115 feet, more or less, South of N.E. Couch Street)

S.E. 194th Avenue, No. 3836  
(From a point 1140 feet, more or less, North of S.E. Stark Street to S.E. Stark Street)

S.E. 195th Avenue, Nos. 3837, 4506  
(From a point 170 feet, more or less, South of N.E. Davis Street to S.E. Ash Street)

S.E. 196th Avenue, No. 2967  
(From a point 275 feet, more or less, South of N.E. Davis Street to S.E. Stark Street)

S.E. 197th Avenue, No. 3660  
(From a point 320 feet, more or less, South of N.E. Davis Street to S.E. Stark Street)

S.E. 197th Avenue, No. 3778  
(From S.E. Yamhill Street to S.E. Burnside Road)

S.E. 198th Avenue, No. 3849  
(From a point 139 feet, more or less, South of N.E. Couch Street to S.E. Pine Street)

S.E. 199th Avenue, Nos. 1308, 3372  
(From S.E. Stark Street to a point 2,396 feet, more or less, South of S.E. Burnside Court)

S.E. 199th Avenue, No. 3967  
(From a point 216 feet, more or less, South of N.E. Couch Street to S.E. Pine Street)

S.E. 205th Avenue, No. 4089  
(From S.E. Stark Street to S.E. 207th Avenue)

S.E. 205th Drive, Nos. 4309, 4090  
(From S.E. Main Drive to S.E. 207th Avenue)

S.E. 205th Place, No. 4522  
(From S.E. Stark Street to a point 643 feet, more or less Northerly of S.E. Stark Street)

S.E. 207th Avenue, Nos. 4311, 4093  
(From S.E. Main Drive to S.E. 205th Avenue)

S.E. 207th Avenue, No. 4411  
(From S.E. Hawthorne Street to S.E. Burnside Court)

S.E. 208th Avenue, Nos. 4307, 4140  
(From S.E. Main to S.E. Stark Street)

S.E. 208th Avenue, No. 4409  
(From S.E. Hawthorne Street to S.E. Burnside Court)

S.E. 209th Avenue, No. 3755  
(From S.E. Hawthorne Street to S.E. Burnside Court)

S.E. 209th Avenue, Nos. 4317, 3894, 4308  
(From S.E. Burnside Road to S.E. Morrison Street)

S.E. 209th Avenue, Nos. 621, 767, 4857  
(From S.E. Powell Boulevard to Eastman Parkway)

S.E. 210th Avenue, Nos. 3893, 4316  
(From S.E. Salmon Street to S.E. Morrison Street)

S.E. 210th Avenue, Nos. 3756, 3521  
(From S.E. Burnside Court to S.E. Clay Court)

S.E. 211th Avenue, Nos. 3757, 3520  
(From S.E. Burnside Court to S.E. Clay Court)

S.E. 211th Avenue, Nos. 3895, 3977  
(From S.E. Salmon Street to a point 127 feet, more or less, South of S.E. Main Drive)

S.E. 211th Court, No. 3891  
(From S.E. Yamhill Street to S.E. Taylor Court)

S.E. 212th Avenue, No. 40  
(From S.E. Stark Street to S.E. Division Street)

S.E. 213th Avenue, Nos. 4245, 3301  
(From S.E. 214th Avenue to S.E. Yamhill Street)

S.E. 213th Place, Nos. 4005, 3303  
(From S.E. Yamhill Street to S.E. Alder Street)

S.E. 214th Avenue, Nos. 4244, 3302, 4006  
(From S.E. Yamhill Street to S.E. Alder Street)

S.E. 214th Avenue, No. 2614  
(From S.E. Stark Street to S.E. Ankeny Street)

S.E. 215th Avenue, No. 4007  
(From S.E. Alder Street to S.E. Stark Street)

S.E. 216th Avenue, No. 4361  
(From S.E. Main Street to a point 228 feet, more or less, South of S.E. Main Street)

S.E. 217th Avenue, No. 2951  
(From S.E. Stark Street to a point 104 feet, more or less, South of S.E. Yamhill Street)

S.E. 218th Avenue, No. 1926  
(From S.E. Stark Street to S.E. Ankeny Street)

S.E. 218th Avenue, No. 3858  
(From S.E. Yamhill Street to a point 410 feet, more or less, North of S.E. Yamhill Street)

S.E. 220th Avenue, No. 1928  
(From a point 175 feet, more or less, South of N.E. Couch Street to S.E. Stark Street)

S.E. 221st Avenue, Nos. 3072, 3456  
(From a point 125 feet, more or less, South of S.E. Yamhill Street to a point 44 feet, more or less, North of S.E. Morrison Court)

S.E. 223rd Avenue, Nos. 1462, 3807  
(From S.E. Fariss Road to E. Burnside Road)

S.E. 224th Avenue, Nos. 3518, 3236  
(From S.E. Salmon Court to S.E. Morrison Street)

S.E. 225th Avenue, No. 3628  
(From S.E. Main Court to S.E. Morrison Court)

S.E. 226th Avenue, No. 3629  
(From S.E. Main Court to S.E. Morrison Court)

S.E. 235th Avenue, Nos. 644, 877, 877A, 4948  
(From S.E. Stark Street to S.E. Powell Boulevard)

S.E. 236th Court, No. 3666  
(From S.E. Oak Street to a point 205 feet, more or less, Northerly of S.E. Oak Street)

S.E. 238th Avenue, No. 3664  
(From S.E. Stark Street to a point 125 feet, more or less, North of S.E. Oak Street)

S.E. 240th Court, No. 3662  
(From S.E. Oak Street to a point 193 feet, more or less, South of S.E. Oak Street)

S.E. 241st Avenue, No. 731  
(From S.E. 242nd Drive to S.E. Division Street)

S.E. 241st Court, No. 3663  
(From S.E. Oak Street to a point 193 feet, more or less, South of S.E. Oak Street)

S.E. 244th Avenue, No. 640  
(From S.E. 242nd Drive to S.E. Hall Road)

S.E. 252nd Avenue, No. 838  
(From Palmquist Road to Hillyard Road)

S.E. 262nd Avenue, Nos. 376, 819, 1289  
(From Powell Valley Road to Hillyard Road)

S.E. 267th Avenue, Nos. 819, 903  
(From Orient Drive to Welch Road)

S.E. 268th Avenue, Nos. 1179, 1179A  
(From Powell Valley Road to S.E. Division Drive)

S.E. 271st Avenue, No. 4332  
(From Welch Road to S.E. Glenwood Street)

S.E. 274th Avenue, No. 4334  
(From Welch Road to S.E. Glenwood Street)

S.E. Alder Court, Nos. 4091, 4092  
(From a point 233 feet, more or less, North of S.E. 205th Drive to a point 226 feet, more or less, South of S.E. 205th Drive)

S.E. Alder Court, No. 4619  
(From S.E. 215th Avenue to a point 453 feet, more or less, West of S.E. 215th Avenue)

S.E. Alder Drive Nos. 3857, 4175  
(From S.E. 217th Avenue to a point 459 feet, more or less, East of S.E. 217th Avenue)

S.E. Alder Street, Nos. 2671, 2238  
(From S.E. 176th Place to S.E. 180th Avenue)

S.E. Alder Street, No. 3116  
(From S.E. 175th Place to a point 207 feet, more or less, West of S.E. 175th Place)

S.E. Alder Street No. 4008, 4798  
(From S.E. 213th Place to a point 367 feet, more or less, East of S.E. 215th Avenue)

S.E. Alder Street No. 4688  
(From S.E. 217th Avenue to a point 250 feet, more or less, West of S.E. 217th Avenue)

S.E. Ankeny Street, Nos. 3822, 2644, 4518, 4938  
(From S.E. 165th Avenue to a point 431 feet, more or less, East of S.E. 167th Avenue)

S.E. Ankeny Street, No. 1937  
(From N.E. 220th Avenue to N.E. 223rd Avenue)

S.E. Ash Street, No. 1924  
(From S.E. 214th Avenue to S.E. 223rd Avenue)

S.E. Ash Street, No. 4505  
(From S.E. 194th Avenue to S.E. 195th Avenue)

S.E. Brooklyn Court, No. 3186  
(From S.E. 182nd Avenue to a point 151.38 feet Easterly of S.E. Tibbetts Court)

S.E. Brooklyn Place, No. 3187  
(From S.E. Brooklyn Court to a point 226.30 feet Northwesterly of S.E. Brooklyn Court)

S.E. Brooklyn Street, Nos. 2936, 2483  
(From S.E. 175th Place to a point 147 feet easterly of S.E. 176th Place)

Bull Run Road, No. 1634  
(From S.E. 257th Drive to S.E. Burnside Road)

S.E. Burnside Court, Nos. 4408, 3758  
(From S.E. 212th Avenue to a point 147 feet, more or less, West of S.E. 207th Avenue)

S.E. Burnside Court, No. 1273  
(From S.E. Burnside Road to a point 360 feet, more or less, Southeasterly of S.E. 199th Avenue)

S.E. Caruthers Street, Nos. 2667, 2241, 2784, 3234  
(From a point 125 feet, more or less, West of S.E. 184th Avenue to a point 495 feet, more or less, East of S.E. 186th Avenue)

S.E. Caruthers Street, No. 2807  
(From S.E. 178th Avenue to a point 159 feet, more or less, Southeasterly of S.E. 181st Avenue)

Chase Road, No. 2589  
(From Orient Drive to S.E. 282nd Avenue)

S.E. Cherry Park Road, No. 571  
(From S.E. Stark Street to S.E. 242nd Drive)

S.E. Clay Court, Nos. 3519  
(From S.E. Hawthorne Street to S.E. 212th Avenue)

S.E. Clay Street Nos. 3148, 2820  
(From S.E. 177th Avenue to S.E. 182nd Avenue)

S.E. Clinton Street, Nos. 3261, 3457, 3138  
(From a point 511.98 feet Easterly of S.E. 182nd Avenue to a point 84.64 feet Easterly of S.E. 191st Place)

S.E. Clinton Street, No. 2935  
(From S.E. 175th Place to a point 166 feet, more or less, Westerly of S.E. 175th Avenue)

S.E. Cochran Road, Nos. 3984, 789  
(From S.E. 257th Drive to a point 890 feet, more or less, East of N.E. Centurion Place)

S.E. Fariss Road, Nos. 4455, 567  
(From S.E. 212th Avenue to S.E. 223rd Avenue)

S.E. Glenwood Street, No. 4333  
(From S.E. 271st Avenue to S.E. 274th Avenue)

S.E. Grant Street, No. 3232  
(From S.E. 190th Avenue to a point 441.89 feet West and South of S.E. 189th Avenue)

S.E. Haig Drive, No. 2791  
(From S.E. 182nd Avenue to S.E. 176th Place)

S.E. Haig Drive, No. 2793  
(From S.E. 176th Place to a point 135 feet, more or less, Westerly of S.E. 176th Place)

S.E. Hall Road, Nos. 640, 731, 4004  
(From S.E. 242nd Drive to N.E. Kane Road)

S.E. Harrison Street, No. 2609  
(From S.E. 177th Avenue to S.E. 181st Avenue)

S.E. Hawthorne Street, Nos. 3759, 4410  
(From S.E. 209th Avenue to S.E. 207th Avenue)

S.E. Heiney Road, No. 621  
(From S.E. 190th Drive to S.E. 209th Avenue)

Hillyard Road, Nos. 1297, 819  
(From S.E. 252nd Avenue to S.E. 267th Avenue)

S.E. Ivon Court, No. 3147  
(From S.E. 185th Avenue to a point 224.30 feet Westerly of S.E. 185th Avenue)

S.E. Kelly Court, No. 2803  
(From S.E. 180th Avenue, No. 2801 to S.E. 180th Avenue, No. 4234)

S.E. Kelly Street, No. 2796  
(From S.E. 177th Avenue to S.E. 180th Avenue)

S.E. Lincoln Street, No. 2805  
(From S.E. 177th Avenue to S.E. 182nd Avenue)

S.E. Lincoln Street, No. 3394  
(From S.E. 186th Avenue to a point 98 feet, more or less, West of S.E. 186th Avenue)

S.E. Main Court, No. 3632  
(From S.E. Salmon Court to a point 125 feet, more or less, East of S.E. 226th Avenue)

S.E. Main Drive, Nos. 3896, 4310  
(From S.E. 205th Drive to S.E. 211th Avenue)

S.E. Main Street, Nos. 3124, 4242, 4360  
(From S.E. 212th Avenue to S.E. 217th Avenue)

S.E. Main Street, No. 1231  
(From a point 165 feet, more or less, West of S.E. 175th Place to S.E. 182nd Avenue)

S.E. Mill Court, No. 2611  
(From S.E. 177th Avenue to S.E. 181st Avenue)

S.E. Mill Street, No. 3441  
(From S.E. 182nd Avenue to a point 1320 feet, more or less, East of S.E. 182nd Avenue)

S.E. Mill Street, No. 2612  
(From S.E. 177th Avenue to S.E. 181st Avenue)

S.E. Morrison Court, No. 2674  
(From S.E. 178th Avenue to a point 175 feet, more or less, East of S.E. 178th Avenue)

S.E. Morrison Court, No. 3455  
(From S.E. Yamhill Street to S.E. 221st Avenue)

S.E. Morrison Court, No. 4095  
(From S.E. 207th Avenue to a point 265 feet, more or less, West of S.E. 207th Avenue)

S.E. Morrison Court, Nos. 3627, 3237  
(From S.E. 224th Avenue to a point 133 feet, more or less, East of S.E. 226th Avenue)

S.E. Morrison Street, Nos. 4094, 4306, 4319  
(From S.E. 207th Avenue to S.E. 212th Avenue)

S.E. Morrison Street, Nos. 3626, 3235  
(From S.E. 223rd Avenue to a point 702 feet, more or less, East of S.E. 224th Avenue)

S.E. Oak Street, Nos. 2645, 4806  
(From a point 166 feet, more or less, West of S.E. 167th Avenue to a point 329 feet, more or less, East of S.E. 167th Avenue)

S.E. Oak Street, Nos. 4232, 4407, 4559  
(From S.E. 181st Avenue to a point 425 feet, more or less, East of S.E. 181st Avenue)

S.E. Oak Street, No. 1925  
(From S.E. 214th Avenue to S.E. 223rd Avenue)

S.E. Oak Street, No. 3665  
(From S.E. Cleveland Avenue to S.E. 238th Avenue)

S.E. Oak Street, No. 3661  
(From S.E. 238th Avenue to S.E. Cherry Park Road )

Palmquist Road, Nos. 608, 669  
(From Hogan Road to S.E. 262nd Avenue)

S.E. Pershing Court, No. 2802  
(From S.E. 180th Avenue to a point 235 feet, more or less, easterly of S.E. 180th Avenue)

S.E. Pine Street, Nos. 3968, 3848  
(From a point 40 feet, more or less, East of S.E. 197th Avenue to 199th Avenue)

S.E. Pine Street, Nos. 4098, 3123, 4356, 4438  
From S.E. 172nd Avenue to a point 225 feet, more or less, East of S.E. 181st Avenue)

S.E. Pine Street, No. 3005  
(From S.E. 185th Avenue to a point 483 feet, more or less, West of S.E. 185th Avenue)

S.E. Pine Street, No. 4807  
(From a point 290 feet, more or less, West of S.E. 169th Avenue to a point 163 feet, more or less, East of S.E. 169th Avenue)

S.E. Powell Loop Road  
(From S.E. Powell Boulevard to S.E. Powell Boulevard)

Regner Road, Nos. 593, 691, 1275  
(From S.E. Roberts Avenue to S.E. Butler Road)

S.E. Roberts Avenue, No. 591  
(From Hogan Road to a point 1412 feet, more or less, Westerly of Hogan Road)

S.E. Rowe Road, Nos. 644, 1260  
(From S.E. 257th Drive to S.E. Division Drive)

S.E. Salmon Court, No. 3631  
(From S.E. Salmon Drive to S.E. Main Court)

S.E. Salmon Drive, No. 3630  
(From S.E. 223rd Avenue to a point 134 feet, more or less, East of S.E. Salmon Court)

S.E. Salmon Street, Nos. 4243, 4359  
(From S.E. Main Street to S.E. 217th Avenue)

S.E. Salmon Street, No. 3897  
(From S.E. 209th Avenue to S.E. 212th Avenue)

Salquist Road, No. 981  
(From S.E. 262nd Avenue to S.E. 282nd Avenue)

S.E. Stephens Circle, No. 4684  
(From S.E. 186th Avenue to a point 547 feet, more or less, West of S.E. 186th Avenue)

S.E. Stephens Street, No. 4682  
(From S.E. 182nd Avenue to a point 118 feet, more or less, East of S.E. 186th Avenue)

S.E. Stephens Street, Nos. 2610, 2607  
(From S.E. 177th Avenue to S.E. 182nd Avenue)

S.E. Taylor Court, No. 3890  
(From S.E. 211th Court to a point 215 feet, more or less, East of S.E. 211th Court)

S.E. Tibbetts Court, Nos. 2937, 3816, 4649  
(From S.E. 182nd Avenue to S.E. Brooklyn Court)

S.E. Tibbetts Street, No. 2792  
(From a point 126 feet, more or less, westerly of S.E. 176th Place to S.E. 182nd Avenue)

S.E. Washington Court, No. 3115  
(From S.E. 175th Place to a point 117 feet, more or less, West of S.E. 175th Place)

S.E. Washington Court, No. 4382  
(From S.E. 199th Avenue to a point 255 feet, more or less, East of S.E. 199th Avenue)

S.E. Washington Street, Nos. 2826, 2676  
(From S.E. 179th Avenue to a point 504 feet, more or less, West of S.E. 179th Avenue)

S.E. Yamhill Circle, No. 3395  
(From S.E. Yamhill Street to S.E. Yamhill Street)

S.E. Yamhill Street, No. 2930  
(From S.E. 175th Place to S.E. 181st Avenue)

S.E. Yamhill Street, Nos. 1279, 978  
(From S.E. 181st Avenue to S.E. 197th Avenue)

S.E. Yamhill Street, No. 3071  
(From S.E. 217th Avenue to S.E. 223rd Avenue)

S.E. Yamhill Street, No. 3300  
(From S.E. 212th Avenue to S.E. 214th Avenue)

S.E. Yamhill Street, No. 3892  
(From S.E. 210th Avenue to S.E. 212th Avenue)

Walters Road, Nos. 1381 and 1074  
(From Powell Boulevard to a point 350 feet, more or less, Westerly of Viewcrest Drive)

Welch Road, No. 660  
(From S.E. 267th Avenue to S.E. 282nd Avenue)

TRANSPORTATION INITIATIVE  
STORM WATER SYSTEM TEAM CONSENSUS

RESPONSIBILITIES FOR STORM WATER MANAGEMENT FUNCTIONS

Organization Responsible for:	"PRESENT" Current Model		"FUTURE" Shared Responsibility Model	
	Multnomah County Streets in Cities	City Streets *	Multnomah County Streets in Cities	City Streets * (including transfers)
Street Sweeping	Multnomah County	City	Multnomah County	City
Catch Basin Cleaning	Multnomah County	City	Multnomah County	City
Sumps (Dry Wells)	Multnomah County	City	Multnomah County	City
Main Line Maintenance	Multnomah County	City	In Gresham - City In Troutdale - City / County In Other Cities - County	City
Culverts	Multnomah County	City	Multnomah County	City
Bridges	Multnomah County	City	Multnomah County	City
Ditchline Maintenance	Multnomah County	City	Multnomah County	City
Street Flooding	Multnomah County	City	Multnomah County	City
Drainage Problem Solutions	Multi-City In R.O.W. Others Outside R.O.W.	City	Multi-City In R.O.W. (City may lead) Outside R.O.W. City lead/ Multi-City Support	City
Water Quality	Multnomah County	City	Multnomah County	City
Master Planning (System-wide)	City	City	City	City
Project-level Planning	Multnomah County	City	Multnomah County / City	City
Design/Construction	Multnomah County	City	In Gresham - Multi-City / Gresham Other Cities - Multi-City	City
Funding	Multnomah County	City	Multi-City / City	City

\* All jurisdictions have the option of contracting any or all of these services.

MEETING DATE: MAR 0 2 1995

AGENDA NO: R-5

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement with city of Troutdale for Transfer of Roads

BOARD BRIEFING Date Requested: \_\_\_\_\_

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

REGULAR MEETING: Date Requested: March 2, 1995

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Transportation

CONTACT: Ed Abrahamson TELEPHONE #: X6992

BLDG/ROOM #: #425/Yeon

PERSON(S) MAKING PRESENTATION: Larry F. Nicholas

ACTION REQUESTED:

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

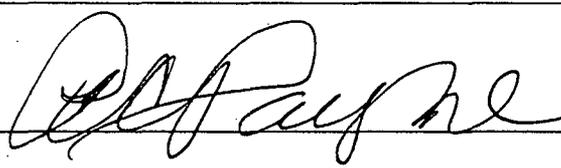
SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Approval by the Board of County Commissioners is sought for the Transportation Initiative Agreement with the city of Troutdale to transfer 1 (one) mile of county roads and \$5,600.00 annually to the city of Troutdale.

SIGNATURES REQUIRED:

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

OR

DEPARTMENT MANAGER: RET 

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

MULTI-COUNTY BOARD OF COUNTY COMMISSIONERS  
OREGON  
1995 FEB 22 AM 10:33

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

AGEN. PL

6/93



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES  
TRANSPORTATION DIVISION  
1620 S.E. 190TH AVE.  
PORTLAND, OREGON 97233  
(503) 248-5050

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

## MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Larry F. Nicholas, P. E. <sup>LFN</sup>  
Director of Transportation <sub>by RCT</sub>

TODAY'S DATE: February 16, 1995

REQUESTED PLACEMENT DATE: March 2, 1995

RE: ~~Public Hearing to~~ Approve *Transportation Initiatives'* Intergovernmental Agreements  
with the Cities of Troutdale and Gresham

I. Recommendation/Action Requested

Approval by the Board of County Commissioners is sought for the *Transportation Initiatives'* Intergovernmental Agreements with the cities of Troutdale and Gresham.

II. Background/Analysis

In November 1993, the Multnomah County Commission wrote the Gresham City Council stating their commitment to moving forward in resolving transportation issues in a manner that best serves the public interest while meeting the needs of each affected jurisdiction. This correspondence followed the defeat of Ballot Measure 26-1, which would have required the County to transfer all roads and the stormwater system, together with revenue, to any city within the County that requested such a transfer.

In December 1993, elected officials from Fairview, Gresham, Troutdale, Wood Village, and Multnomah County met to discuss the road transfer issue. For the following four months discussions continued, and a work plan was developed.

On May 2, 1994, staff from the cities and county met for an all-day training session on teamwork. At the conclusion of the training, work teams were created in the areas of development permits, stormwater, road transfer, transportation planning, revenue sharing, personnel, and communications. Each work team was required to elect a chair, a scribe, a liaison, to agree on a vision, set goals, and set a schedule to meet the November 1994 deadline for transfer of roads.

From this, each work team was to draft a Memorandum of Understanding that would be used to create the Intergovernmental Agreement (IGA). Larry F. Nicholas, Multnomah County Director of Transportation; and Greg DiLoreto, Gresham Environmental Services Director, served on the Liaison Team, together with other representatives from the work teams. The effort became known as *Transportation Initiatives*. It was the Liaison Team's responsibility to help the work teams through any problems they might have, in addition to keeping the process on schedule.

The IGA(s) addresses a number of issues in the transfer of roads, stormwater facilities, permits, and transportation planning. The IGA(s) begins by addressing the reasons for the change in transportation responsibilities, as well as the roles and responsibilities of the County and the cities of Gresham and Troutdale. Then each section of the IGA(s) addresses a work team element, as follows: (A Description of revenue/financial impacts can be found in Section III, Financial Impacts.)

**A. Transfer of Roads**

Gresham: The County will transfer to Gresham approximately 70 miles of roads, including all local roads and most collectors; the County will retain all arterials. Gresham will transfer to the County Eastman Parkway, Highland Drive, and Airport Way (if Gresham acquires ownership).

Troutdale: The County will transfer to Troutdale one mile of road. The County will retain all arterials.

**B. Transportation Planning**

Gresham and Troutdale shall each have responsibility to develop a local transportation system plan.

**C. Development Review and Permit Issuance**

The County will transfer the issuance of access permits along County roads to Gresham and Troutdale. Design review approval shall be by Gresham and Troutdale. Permits for utility cuts such as gas, electric, and telephone, shall be the responsibility of the County.

**D. Stormwater Management**

The County shall transfer to Gresham and Troutdale the stormwater systems located within each County road that is transferred. All of the drainage facilities (including storm lines, dry wells, catch basins, and ditch facilities) should be transferred along with the street right-of-way.

**E. Personnel**

No County employees will be laid off or transferred as a result of the IGA(s). The County has three vacant positions, although it does not intend to fill these positions.

**III. Financial Impact:**

Gresham: The County agrees to transfer to Gresham the following:

1. \$400,000 per year plus COLA (based on Portland CPI) to begin July 1, 1995.
2. County will complete capital improvements to Walters Road (complete) and 190th Avenue between Yamhill St. and Division St.
3. County will provide engineering and contract management to Bull Run Road. Gresham will pay for construction, construction to occur within 5 years.
4. County will give Gresham a pickup truck.
5. Gresham will continue to purchase signs from the County.
6. Gresham will buy rock from the County.
7. County and Gresham will work together on joint purchasing items.
8. Gresham will retain right to buy other contractual services.

Troutdale: The County agrees to transfer to Troutdale the following:

1. \$5,600 per year plus COLA (based on Portland CPI) to begin July 1, 1995.
2. Troutdale will continue to purchase signs from the County.
3. Troutdale will continue to obtain other maintenance services from the County in accordance with a separate maintenance agreement.
4. Troutdale and the County will cooperate on joint purchasing items. Troutdale may also purchase other contractual services from the County.

IV. Legal Issues

The proposed transfer of roads and other resources required as outlined in the respective IGAs require review by County Counsel for form and content. O.R.S. 190.010 et seq. provides for intergovernmental agreements between units of local governments to allow the performance of functions or activities by one unit of local government for another.

O.R.S. 190.020 requires that an intergovernmental agreement contemplating the performance of functions or activities by one unit of government for another shall specify the responsibilities and the apportionment of funds between the parties.

V. Controversial Issues

Following the defeat of Ballot Measure 26-1 in November 1993, the Board of County Commissioners stated their commitment to moving forward in resolving transportation issues in a manner that best serves the public interest while meeting the needs of each affected jurisdiction. The IGA(s) is a result of a Team Building process. There are constituents who believe that the results of Ballot Measure 26-1 should be followed, calling for the County to retain jurisdiction of the roads.

VI. Link to Current County Policies

The IGA(s) is a result of negotiations conducted as the *Transportation Initiatives* process. This process was undertaken at the direction of the Board of County Commissioners to resolve issues that best serve the public interest as it relates to:

1. Roadway jurisdiction
2. Transportation planning
3. Development review and permit issuance
4. Stormwater management
5. Personnel
6. Resources

VII. Citizen Participation

*Transportation Initiatives* was solely negotiations between the County and the cities of Troutdale, Fairview, Wood Village, and Gresham. No citizen input was required or sought. The IGAs for Troutdale and Gresham have been approved at their own respective public hearings before the city council(s). Citizen testimony at the Board of County Commissioners meeting is not expected.

VIII. Other Government Participation

The IGAs presently under consideration are between the County and Gresham; and the County and Troutdale. A similar IGA is presently being considered by the city of Fairview and will be brought before the Board of County Commissioners upon approval by the Fairview City Council.

The city of Wood Village was an active partner in the *Transportation Initiatives*. However, as there is no transfer of resources between the County and Wood Village, no IGA is necessary. Instead, the Memoranda of Understanding developed during the *Transportation Initiatives* process, which were used as the basis for the Gresham, Troutdale, and Fairview IGAs, are sufficient for transportation related concerns.



### CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 301755

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

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

Department Environmental Services Division Transportation Date 2/16/95

Contract Originator Larry F. Nicholas Phone 248-5050 Bldg/Room #425/Yeon

Administrative Contact L. Nicholas or E. Abrahamson Phone 248-5050 Bldg/Room #425/Yeon

Description of Contract Intergovernmental Agreement with the city of Troutdale to transfer 1 mile of county roads to the city of Troutdale along with appropriate funding.

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

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

Contractor Name City of Troutdale  
 Mailing Address 104 SE Kibling St.  
Troutdale, OR 97060  
 Phone 665-5175  
 Employer ID# or SS# \_\_\_\_\_  
 Effective Date Upon execution  
 Termination Date Upon completion  
 Original Contract Amount \$ 5,600.00 per year  
 Total Amount of Previous Amendments \$ \_\_\_\_\_  
 Amount of Amendment \$ \_\_\_\_\_  
 Total Amount of Agreement \$ 5,600.00 annually

Remittance Address \_\_\_\_\_  
 (If Different) \_\_\_\_\_  
 Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_  
 Lump Sum \$ \_\_\_\_\_  Due on receipt  
 Monthly \$ \_\_\_\_\_  Net 30  
 Other \$5,600.00  Other \_\_\_\_\_  
paid annually as billed  
 Requirements contract - Requisition required.  
 Purchase Order No. \_\_\_\_\_  
 Requirements Not to Exceed \$ \_\_\_\_\_

**REQUIRED SIGNATURES:**

Department Manager *Betsy Williams*  
 Purchasing Director (Class II Contracts Only) \_\_\_\_\_  
 County Counsel *J. D. Bay*  
 County Chair / Sheriff \_\_\_\_\_  
 Contract Administration (Class I, Class II Contracts Only) \_\_\_\_\_

Encumber: Yes  No   
 Date 2/17/95  
 Date \_\_\_\_\_  
 Date 2/22/95  
 Date \_\_\_\_\_  
 Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.	150	030	6000			6050					
02.											
03.											

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

## **INTERGOVERNMENTAL AGREEMENT BETWEEN MULTNOMAH COUNTY AND THE CITY OF TROUTDALE FOR TRANSFER OF COUNTY ROADS**

THIS AGREEMENT is entered into under the authority of Chapter 190 of Oregon Revised Statutes by the CITY OF TROUTDALE, a municipal corporation (TROUTDALE), and the COUNTY OF MULTNOMAH, a home rule political subdivision of the State of Oregon (COUNTY).

### **RECITALS**

1. In December 1993, elected officials from the cities of Fairview, Gresham, Troutdale, and Wood Village, and Multnomah County met to begin discussions regarding the transfer of COUNTY roads. These discussions continued for the next four months and a work plan was developed.
2. On May 2, 1994, staff members from the four cities and the COUNTY met for an all day training session. At the conclusion of the training, work teams were established in the areas of development permits, stormwater, road transfer, transportation planning, revenue sharing, personnel, and communications. Each team was directed to draft a memorandum of understanding by November 1994 that would be the basis of intergovernmental agreements between each of the four cities and the COUNTY. Larry Nicholas, Multnomah County Director of Transportation, and Greg DiLoreto, Gresham Director of the Department of Environmental Services served on a Liaison Team together with representatives from the work teams. This effort was known as the Transportation Initiatives.
3. The parties desire to describe the terms for the transfer of certain COUNTY roads, stormwater facilities, and other responsibilities to Troutdale and to described the responsibilities of both parties regarding various issues related to the transfer of the COUNTY roads.
4. ORS 190.010 et seq. provide for intergovernmental agreements between units of local governments to allow the performance of functions or activities by one unit of local government for another.
5. ORS 190.020 requires that an intergovernmental agreement contemplating the performance of functions or activities by one unit of local government for another shall specify the responsibilities and the apportionment of funds between parties.
6. The Joint Road Transfer Team's goal was to develop a road transfer list that reflects the roles and responsibilities of the COUNTY and the four cities, including TROUTDALE, that is consistent with the statewide transportation planning rule, and promotes efficient and effective service delivery.

7. The parties agreed that the road system is a hierarchy of roadways, ranging in function from major inter-city arterials to those roads totally within and serving a local jurisdiction such as local and collector streets. The road network that is located in urban east Multnomah County is part of a regional road system and should be consistent with the standards and functions of the regional system. The COUNTY will involve TROUTDALE in the planning and design of COUNTY road improvements in TROUTDALE to insure consistency with TROUTDALE's local transportation system plan. TROUTDALE will involve the COUNTY in the planning and design of TROUTDALE road improvements that intersect a COUNTY road.

8. The parties agreed that the following criteria should be used to guide the definition of the road network:

- a. Access and Mobility. The road system is based upon functional class of roads in which generally, the COUNTY will be responsible for arterials and collectors that support regional travel, and TROUTDALE and the other cities will be responsible for local transportation and access to the regional system.
- b. Efficient and Effective Service Delivery. For simplicity of maintenance and accountability to the public, the network should consist of roads that are continuous links. Segments of roads existing under different jurisdictions should be avoided.
- c. Integrity of Grid Systems. The COUNTY network will consist, generally, of a grid that is made up of arterials and collectors that support a continuous corridor in either a north-south or east-west direction, or serve rural areas outside of TROUTDALE and other cities.
- d. Customer Service. To the degree possible, connectivity with the regional urban and rural arterials should be maintained.. The road system should be easily understood with road segments easily identifiable to the user.

9. Prior to transferring any COUNTY roads, the COUNTY must hold a public hearing regarding the proposed transfers. After this hearing, TROUTDALE must formally accept the roads.

THEREFORE, TROUTDALE and the COUNTY agree as follows:

#### SECTION I. TRANSFER OF ROADS

A. In general, the COUNTY will transfer to TROUTDALE approximately 1 mile of road. The COUNTY will retain all arterials.

2- INTERGOVERNMENTAL AGREEMENT

B. The COUNTY shall transfer the roads, and road segments, identified in Exhibit A to TROUTDALE on July 1, 1995.

## **SECTION II. TRANSPORTATION PLANNING**

A. TROUTDALE shall have responsibility to develop a local transportation system plan within its planning jurisdiction under the State Transportation Planning Rule.

B. The COUNTY and TROUTDALE agree to seek opportunities to share staff resources for joint planning projects or studies, including short-term assignments of staff from one jurisdiction to another.

## **SECTION III. DEVELOPMENT REVIEW AND PERMIT ISSUANCE**

The COUNTY will transfer the issuance of access permits along with COUNTY roads to TROUTDALE. Design review approval shall be by TROUTDALE. Permits for utility cuts, such as gas, electric, and telephone, shall be the responsibility of the COUNTY.

A. ACCESS MANAGEMENT/DEVELOPMENT REVIEW. The COUNTY will transfer to TROUTDALE those functions which are critical to the management of access control related to new development within TROUTDALE along COUNTY roads. These include the following aspects of development: client interaction and pre-application conferences, plan intake, establishing development conditions related to access management, issuing development permits, and conducting development inspections.

B. COMMON STANDARDS. The parties desire to create common development procedures and road standards to be adopted by TROUTDALE and the COUNTY and the cities of Gresham, Fairview, and Wood Village. TROUTDALE shall give the COUNTY a copy of its present development code and criteria. COUNTY staff will identify which standards are currently uniform and which are varied. The parties will work to create common standards and procedures to be used by all parties.

C. CITY-COUNTY COORDINATION. The parties desire to insure that as part of the development review process, the COUNTY is given timely notice to comment on aspects related to ongoing maintenance responsibility, level of service questions, current and future off-site and cumulative network effects, and standard changes. TROUTDALE shall develop a plan as to how TROUTDALE will provide the COUNTY with timely notice and opportunity to comment consistent with TROUTDALE's review and permitting schedules.

## **SECTION IV. STORMWATER MANAGEMENT**

The various responsibilities of TROUTDALE and the COUNTY regarding stormwater management are described below and are summarized in Exhibit B.

### **3- INTERGOVERNMENTAL AGREEMENT**

A. TRANSFER OF STORMWATER FACILITIES.

1. The COUNTY will transfer to TROUTDALE the stormwater systems located within each COUNTY road that is transferred to TROUTDALE. All of the drainage facilities (including stormlines, dry wells, catch basins and ditch facilities) should be transferred along with the street right-of-way.
2. Existing TROUTDALE owned stormwater facilities located within the COUNTY rights-of-way should continue to remain under TROUTDALE ownership and responsibility.

B. MAINTENANCE RESPONSIBILITIES. Responsibilities for the maintenance of transferred stormwater facilities shall reside with the jurisdiction that assumes ownership of those facilities.

C. STREET FLOODING (EMERGENCY RESPONSE). Response to street flooding will continue to be the responsibility of the jurisdiction owning the street or road.

D. RESOLUTION OF DRAINAGE PROBLEMS.

1. Drainage problems occurring within the COUNTY rights-of-way will generally be resolved by the COUNTY. On COUNTY roads within TROUTDALE, the COUNTY will continue to address drainage problems, but TROUTDALE may elect to take the lead in resolving citizen complaints.
2. Within TROUTDALE, drainage problems outside the COUNTY right-of-way should be the responsibility of TROUTDALE. TROUTDALE shall assume the lead in resolving citizen drainage problems, and the COUNTY shall provide support in implementing the solution, if necessary.
3. On city streets, TROUTDALE shall resolve drainage problems both outside and within the right-of-way.

E. MASTER PLANNING. Stormwater master planning shall continue to be the responsibility of TROUTDALE.

F. PROJECT-LEVEL PLANNING. Project-level planning should be consistent with the guidelines proposed in Troutdale's master plan. Since cities should be responsible for developing stormwater master plans, they should also be influential in local project-level plans. On COUNTY streets, within TROUTDALE, the COUNTY shall implement stormwater recommendations prescribed in TROUTDALE's master plan.

4- INTERGOVERNMENTAL AGREEMENT

**G. DESIGN/CONSTRUCTION.**

1. On COUNTY projects, within TROUTDALE, the COUNTY should be responsible for designing and building stormwater facilities consistent with recommendations of TROUTDALE's master plan.
2. On TROUTDALE projects, within COUNTY rights-of-way, TROUTDALE stormwater projects will be the responsibility of TROUTDALE to design and construct.

**H. COMMON STANDARDS.** TROUTDALE and the COUNTY agree to begin developing common maintenance and design standards.

**SECTION V. PERSONNEL**

No COUNTY employees will be laid off or transferred as a result of this Intergovernmental Agreement. The COUNTY has three vacant positions, although it does not intend to fill these positions.

**SECTION VI. RESOURCES**

- A. The COUNTY will transfer to TROUTDALE, beginning July 1, 1995 \$5,600 per year plus a cost of living adjustment based on the Portland State University CPI.
- B. TROUTDALE will continue to do the following, beginning July 1, 1995:
  1. Purchase signs from the COUNTY.
  2. Obtain other maintenance services from the COUNTY in accordance with a separate maintenance agreement.
- C. TROUTDALE and the COUNTY will cooperate on joint purchasing items. TROUTDALE may also purchase other contractual services from the COUNTY.

DATED: \_\_\_\_\_, 1995

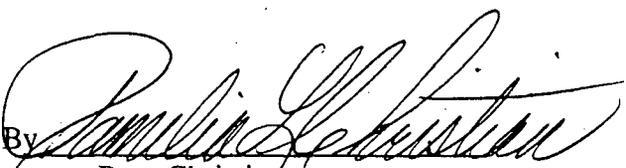
COUNTY OF MULTNOMAH

CITY OF TROUTDALE

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

By   
Paul Thalhofer  
Mayor

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # \_\_\_\_\_ DATE \_\_\_\_\_  
\_\_\_\_\_  
BOARD CLERK

By   
Pam Christian  
City Administrator

Approved as to form:

Approved as to form:

  
Laurence Kressel  
County Counsel  
Multnomah County, Oregon

  
Tim Sercombe  
City Attorney

EXHIBIT "A"

Roads to be Transferred to City of Troutdale

Sun Dial Road (N.W. Dunbar Avenue), No. 1189  
(From N.E. Marine Drive to its Southerly terminus, North of I-84 Freeway)

Harlow Road, No. 1728  
(From N.W. Graham Road to a point 1,792.99 feet Southeasterly of N.W. Graham Road)

N.W. Graham Road, No. 1380-A  
(From North Frontage Road to a point 295.00 feet, more or less, South of N.W. Perimeter Way)

TRANSPORTATION INITIATIVE  
STORM WATER SYSTEM TEAM CONSENSUS

RESPONSIBILITIES FOR STORM WATER MANAGEMENT FUNCTIONS

Organization Responsible for:	"PRESENT" Current Model		"FUTURE" Shared Responsibility Model	
	Multnomah County Streets in Cities	City Streets *	Multnomah County Streets in Cities	City Streets * (including transfers)
Street Sweeping	Multnomah County	City	Multnomah County	City
Catch Basin Cleaning	Multnomah County	City	Multnomah County	City
Sumps (Dry Wells)	Multnomah County	City	Multnomah County	City
Main Line Maintenance	Multnomah County	City	In Gresham - City In Troutdale - City / County In Other Cities - County	City
Culverts	Multnomah County	City	Multnomah County	City
Bridges	Multnomah County	City	Multnomah County	City
Ditchline Maintenance	Multnomah County	City	Multnomah County	City
Street Flooding	Multnomah County	City	Multnomah County	City
Drainage Problem Solutions	Mult City In R.O.W. Others Outside R.O.W.	City	Mult City In R.O.W. (City may lead) Outside ROW - City Lead / Mult City Support	City
Water Quality	Multnomah County	City	Multnomah County	City
Master Planning (System-wide)	City	City	City	City
Project-level Planning	Multnomah County	City	Multnomah County / City	City
Design/Construction	Multnomah County	City	In Gresham - Mult Cy / Gresham Other Cities - Mult Cy	City
Funding	Multnomah County	City	Mult City / City	City

\* All jurisdictions have the option of contracting any or all of these services.

MEETING DATE: MAR 0 2 1995

AGENDA NO: R-6

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Transfer of Surplus Computer Items to the U.S. Naval Sea Cadet Corps

**BOARD BRIEFING:** Date Requested: \_\_\_\_\_

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

**REGULAR MEETING:** Date Requested: March 2, 1995

Amount of Time Needed: 5 minutes

**DEPARTMENT:** Sheriff's Office **DIVISION:** Administrative

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

**PERSON(S) MAKING PRESENTATION:** John Bunnell, Sheriff

**ACTION REQUESTED:**

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

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

Transfer of Surplus Computer Items as listed to the U.S. Naval Sea Cadet Corps, as outlined in the Multnomah County Code 7.70.

3/7/95 ANNOTATED MINUTES TO JOHN BUNNELL & LARRY AAB

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** John Bunnell  
S.C.

OR

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

BOARD OF  
COUNTY COMMISSIONERS  
1995 FEB 22 AM 9:10  
MULTNOMAH COUNTY  
OREGON

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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



# Multnomah County Sheriff's Office

12240 N.E. GLISAN ST., PORTLAND, OREGON 97230

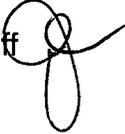
**BOB SKIPPER**  
SHERIFF

(503) 255-3600

## MEMORANDUM

---

TO: BEVERLY STEIN,  
Chair of the Multnomah County Board

FROM: JOHN BUNNELL, Sheriff 

DATE: FEBRUARY 16, 1995

SUBJECT: TRANSFER OF SURPLUS COMPUTER ITEMS

---

Attached is a listing of surplus computer items. This property has been in the Sheriff's possession for over 60 days. All attempts to establish ownership to other Multnomah County Departments have proven negative.

To comply with Multnomah County Code 7.70, I am requesting that this listing of property be placed on the Board of County Commissioners' agenda for approval of the donation of these items to the U.S. Naval Sea Cadet Corps, a non-profit organization.

Attachment: Items #1 - 11

COMPUTER EQUIPMENT TO BE TAKEN OFF THE COUNTY ASSET ROSTER

<u>NAME/MODEL</u>	<u>ASSET #</u>	<u>SERIAL NUMBER</u>
1) PRINCTON CGA MONITOR	29345	KW93605
2) AST PREMIUM 286	29346	D477746
3) AST KEYBOARD 101	N/A	031954
4) AST PREMIUM 286	29370	US080177
5) AST KEYBOARD 101	N/A	03149251
6) AST PREMIUM 286	N/A	TWP2061553
7) KEYTRONIC KEYBD 101	N/A	J942316239
8) WANG PC280	29348	17488Z
9) WANG MONITOR	29349	81948S
10) WANG KEYBOARD	N/A	725377QUS
11) PANASONIC KX-P1124	29282	OJMAQQF18004

**1. REQUEST FOR PLACEMENT ON THE AGENDA FOR**

March 2, 1995

DEPARTMENT Health  
CONTACT Jeanne Gould

DIVISION HIV & STD Services  
TELEPHONE 248-3674

**NAME OF PERSON MAKING PRESENTATION TO BOARD**

Jeanne Gould or Tom Fronk

**SUGGESTED AGENDA TITLE** (To assist in preparing a description for the printed agenda)

Budget Modification MCHD 4 increases HIV programs to reflect the receipt of two grants which will enhance services for HIV clients.

(Estimated time needed on the Agenda: minutes)

**2. DESCRIPTION OF MODIFICATION**

**PERSONNEL CHANGES ON ATTACHED PAGE**

The Health Department has been awarded two grants. The first is from the Federal Office of Special Projects of National Significance (NOAH). The second is from Ryan White HIV Title 1 Formula.

This budget modification allows for addition of staff, contracts and HIV Planning Council support. The grants will strengthen the network of services available in the community to individuals with HIV disease.

BOARD OF  
COUNTY COMMISSIONERS  
1995 FEB 21 AM 10:10  
MULTNOMAH COUNTY  
OREGON

**3. REVENUE IMPACT**

Increase NOAH by \$120,715  
Increase Ryan White Title 1 by \$439,706  
Increase General Fund by \$22,022

**4. CONTINGENCY STATUS**

The General Fund Contingency is increased by \$5,888

Originated By <u>Jeanne Gould</u>	Date <u>2/15/95</u>	Department Director <u>B. DeGard</u>	Date <u>2/15/95</u>
Finance/Budget <u>Kathleen Franks</u>	Date <u>2/21/95</u>	Employee Relations <u>Susan Daniel</u>	Date <u>2/17/95</u>
Board Approval <u>Deborah C. Bogister</u>	Date <u>3/2/95</u>		

**PERSONNEL DETAIL FOR BUDGET MODIFICATION MCHD 4**

5. ANNUALIZED PERSONNEL CHANGES			Compute on a full year basis even though this action affects part of the fiscal year.			
FTE	CLASSIFICATION	UNIT	ANNUALIZED			
			BASE PAY	FRINGE	INSURANCE	TOTAL
0.80	Nurse Practitioner	NOAH	33,195	8,589	6,111	47,895
0.80	Licensed Clinical Social Wkr	NOAH	27,156	7,025	7,088	41,269
1.00	Co-Principal Investigator	NOAH	60,977	15,774	4,039	80,790
0.50	Office Assistance 2	NOAH	9,044	2,341	2,560	13,945
1.00	Data Analyst Senior	Data Systems	35,233	6,967	5,780	47,980
1.00	Health Services Specialist	Ryan White Title 1 Formula	38,127	9,863	5,971	53,961
0.50	Program Development Spec	Ryan White Title 1 Formula	17,393	4,500	2,914	24,807
0.50	Office Assistant 2	Ryan White Title 1 Formula	10,994	2,844	2,643	16,481
0.80	Health Services Specialist	Ryan White Title 1 Formula	41,465	7,335	2,975	51,775
<b>6.90</b>	<b>TOTAL CHANGE (ANNUALIZED)</b>		<b>273,584</b>	<b>65,238</b>	<b>40,081</b>	<b>378,903</b>

6. CURRENT YEAR PERSONNEL CHANGES			Calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts changed on the budget modification.			
FTE	CLASSIFICATION	UNIT	CURRENT YEAR			
			BASE PAY	FRINGE	INSURANCE	TOTAL
0.33	Nurse Practitioner	NOAH	15,089	3,904	2,778	21,771
0.33	Licensed Clinical Social Wkr	NOAH	12,344	3,193	3,222	18,759
0.42	Co-Principal Investigator	NOAH	27,717	7,170	1,836	36,723
0.21	Office Assistance 2	NOAH	4,111	1,064	1,164	6,339
0.15	Data Analyst Senior	Data Systems	5,285	1,045	867	7,197
0.58	Health Services Specialist	Ryan White Title 1 Formula	22,241	5,753	3,483	31,477
0.29	Program Development Spec	Ryan White Title 1 Formula	10,146	2,625	1,700	14,471
0.29	Office Assistant 2	Ryan White Title 1 Formula	6,413	1,659	1,542	9,614
0.40	Health Services Specialist	Ryan White Title 1 Formula	16,586	2,934	1,190	20,710
<b>3.00</b>	<b>TOTAL CURRENT YEAR CHANGE</b>		<b>119,932</b>	<b>29,347</b>	<b>17,782</b>	<b>167,061</b>

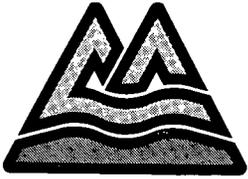
EXPENDITURE DETAIL - MCHD 4

EXPENDITURE TRANSACTION EB [ ] GM [ ]					TRANSACTION DATE	ACCOUNTING PERIOD	BUDGET FISCAL YEAR			
DOCUMENT NUMBER	ACTION	FUND	AGENCY	ORG	OBJECT CODE	CURRENT AMOUNT	REVISED AMOUNT	INCREASE (DECREASE)	SUBTOTAL	DESCRIPTION
		156	015	0383	5100			59,261		Permanent
		156	015	0383	5500			15,331		Fringe
		156	015	0383	5550			9,000		Insurance
									83,592	SUBTOTAL, NOAH, PS
		156	015	0383	6110			9,500		Professional Svcs
		156	015	0383	6120			57		Printing
		156	015	0383	6200			57		Postage
		156	015	0383	6230			1,118		Supplies
		156	015	0383	6310			1,585		Educ & Training
		156	015	0383	6320			3,392		Conf/Conv
		156	015	0383	6330			316		Local Travel
		156	015	0383	7100			13,085		Indirect
		156	015	0383	7150			525		Telephone
		156	015	0383	7400			2,888		Building Mgmt
		156	015	0383	8400			4,600		Equipment
									37,123	SUBTOTAL, NOAH, MS
									120,715	TOTAL, NOAH
		156	015	0930	5100			5,285		Permanent
		156	015	0930	5500			1,045		Fringe
		156	015	0930	5550			867		Insurance
									7,197	TOTAL, HLTH INFO SYS
		156	015	0324	5100			55,386		Permanent
		156	015	0324	5500			12,971		Fringe
		156	015	0324	5550			7,915		Insurance
									76,272	SUBTOTAL, R. W. TITLE 1 FORM, PS
		156	015	0324	6060			334,649		Pass Thru
		156	015	0324	6110			8,794		Professional Svcs
		156	015	0324	6120			919		Printing
		156	015	0324	6170			467		Rentals
		156	015	0324	6230			4,262		Supplies
		156	015	0324	6270			350		Food
		156	015	0324	6310			4,800		Educ & Training
		156	015	0324	6330			321		Local Travel
		156	015	0324	7100			14,825		Indirect
		156	015	0324	7150			676		Telephone
		156	015	0324	7400			1,196		Building Mgmt
		156	015	0324	8400			7,000		Equipment
									378,259	SUBTOTAL, R. W. TITLE 1 FORM, M
									454,531	TOTAL, RYAN WHITE TITLE 1 FORM
		100	015	0300	7608			14,825	14,825	CASH TRANSFER TO F/S - 0300
		402	030	7990	6140			1,201	1,201	TELEPHONE FUND INCREASE
		100	045	9120	7700			4,084	4,084	BLDG MGMT FUND INCREASE
		400	050	7531	6520			17,782	17,782	INSURANCE FUND INCREASE
		100	015	0900	7608			7,197	7,197	CASH TRANSFER TO F/S - 0900
		100	045	9120	7700			5,888	5,888	CONTINGENCY
TOTAL EXPENDITURE CHANGE								633,420		

REVENUE DETAIL - MCHD 4

REVENUE TRANSACTION RB [ ] GM [ ] TRANSACTION DATE \_\_\_\_\_ ACCOUNTING PERIOD \_\_\_\_\_ BUDGET FISCAL YEAR \_\_\_\_\_

DOCUMENT		REVENUE			CURRENT	REVISED	INCREASE				
NUMBER	ACTION	FUND	AGENCY	ORG	CODE	AMOUNT	AMOUNT	(DECREASE)	SUBTOTAL	DESCRIPTION	
		156	015	0383	2059			120,715		NOAH Grant	
		156	015	0930	7601			7,197		GF Support	
		156	015	0324	NEW			439,706		Ryan White Title 1 Formula Grant	
		156	015	0324	7601			14,825		GF Support	
		402	030	7990	6602			1,201		Telephone Svc Reim	
		400	050	7040	6602			17,782		Insurance Svc Reim	
		100	045	7410	6602			4,084		Bldg Mgmt Svc Reim	
		100	045	7410	6602			27,910		Service Reim from F/S	
TOTAL REVENUE CHANGE									633,420		



# MULTNOMAH COUNTY OREGON



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

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

## MEMORANDUM

TO: Board of County Commissioners  
FROM: *B. Odgaard*  
B. Odgaard  
REQUESTED PLACEMENT DATE: March 2, 1995  
DATE: February 15, 1995  
SUBJECT: Budget Modification MCHD 4

I. Recommendation/Action Requested:

The Board of County Commissioners is requested to approve budget modification MCHD 4 which receives two federal grants for client services to persons with HIV disease.

II. Background/Analysis:

Multnomah County Health Department has received funds from the Office of Special Projects of National Significance (NOAH) and Ryan White Title I. The NOAH funds provide for replication of a mental health services delivery model which provides on-site mental health care, training of health care personnel and the development of referral sources in the community. Ryan White Title I dollars pay for HIV Planning Council support positions and contracting for treatment services. These funds go to cities with certain incidence of HIV infection to provide additional services in the community.

III. Financial Impact:

This budget modification increases the Federal/State Fund by \$882,443 and the General Fund Contingency by \$5,888.

IV. Legal Issues:

None

V. Controversial Issues:

None

VI. Link to Current County Policies:

These funds extend existing services for HIV clients. They will also develop and strengthen community linkages.

VII. Citizen Participation:

Community mental health agencies gave input to the development of the NOAH grant. The HIV Planning Council, a community group was actively involved in the Ryan White Title I application process.

VIII. Other Government Participation:

The Ryan White Title I application process requires representation from county and state government, in addition to community agencies and HIV-positive individuals, on the HIV Planning Council. The counties in our eligible metro area include Clackamas, Columbia, Multnomah, Washington, Yamhill and Clark County, Washington. Following federally mandated criteria, the Planning Council determined priorities for service in the area and set allocations for those services.

**1. REQUEST FOR PLACEMENT ON THE AGENDA FOR** March 2, 1995

<b>DEPARTMENT</b>	<u>Health</u>	<b>DIVISION</b>	<u>All Divisions</u>
<b>CONTACT</b>	<u>Tom Fronk</u>	<b>TELEPHONE</b>	<u>248-3056</u>

**NAME OF PERSON MAKING PRESENTATION TO BOARD** Tom Fronk

**SUGGESTED AGENDA TITLE** (To assist in preparing a description for the printed agenda)

Budget Modification MCHD 5 moves dollars to correct funds, organizations and categories within the Health Department.

(Estimated time needed on the Agenda: minutes)

**2. DESCRIPTION OF MODIFICATION**

**PERSONNEL CHANGES ON ATTACHED PAGE**

Changes are made to correctly reallocate dollars at the site level, reflecting the transfer of budget responsibility and authority to site managers.

This budget modification does not change the Health Department's overall budget allocation.

BOARD OF  
 COUNTY COMMISSIONERS  
 MULTNOMAH COUNTY  
 OREGON  
 1995 FEB 21 AM 10:10

**3. REVENUE IMPACT** Neutral

**4. CONTINGENCY STATUS** N/A

Originated By <i>Suzanne Kuhn</i>	Date <u>2/17/95</u>	Department Director <i>Billi Odgaard TRF</i>	Date <u>2-17-95</u>
Finance/Budget <i>Kathleen Jones</i>	Date <u>2/21/95</u>	Employee Relations	Date
Board Approval <i>DEBORAH C BOGSTAD</i>	Date <u>3/2/95</u>		

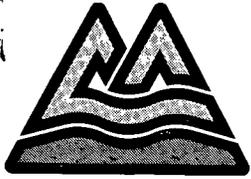
EXPENDITURE DETAIL - MCHD 5

DOCUMENT		EXPENDITURE TRANSACTION EB [ ] GM [ ]			TRANSACTION DATE	ACCOUNTING PERIOD	BUDGET FISCAL YEAR			
NUMBER	ACTION	FUND	AGENCY	ORG	OBJECT CODE	CURRENT AMOUNT	REVISED AMOUNT	INCREASE (DECREASE)	SUBTOTAL	DESCRIPTION
		100	015	Various	5400			(9,324)		Premium Pay
									(9,324)	SUBTOTAL, FUND 100, PS
		100	015	Various	6170			1,600		Rentals
		100	015	Various	6190			612		Maintenance Contracts
		100	015	Various	6200			(7,100)		Postage
		100	015	Various	6230			(1,208)		Supplies
		100	015	Various	6330			246		Local Travel
		100	015	Various	6620			1,445		Dues & Subs
		100	015	Various	7150			4,535		Telephone
		100	015	Various	7300			27,245		Motor Pool
									27,375	SUBTOTAL, FUND 100, MS
		100	015	Various	8400			24,485		Equipment
									24,485	SUBTOTAL, FUND 100, CAPITAL
									42,536	TOTAL, FUND 100
		156	015	Various	5400			9,997		Premium Pay
		156	015	Various	5500			156		Fringe
		156	015	Various	5550			(19,726)		Insurance
									(9,573)	SUBTOTAL, FUND 156, PS
		156	015	Various	6110			(101)		Professional Svcs
		156	015	Various	6120			101		Printing
		156	015	Various	6170			(11,380)		Rentals
		156	015	Various	6230			(65,830)		Supplies
		156	015	Various	6310			(800)		Travel & Training
		156	015	Various	6620			(17,784)		Dues & Subs
		156	015	Various	7150			(28,637)		Telephone
		156	015	Various	7200			99,475		Data Processing
		156	015	Various	7300			3,353		Motor Pool
									(21,603)	SUBTOTAL, FUND 156, MS
		156	015	Various	8400			(27,878)		Equipment
									(27,878)	SUBTOTAL, FUND 156, CAPITAL
									(59,054)	TOTAL, FUND 156
		169	015	Various	5300			13,993		Overtime
		169	015	Various	5400			3,440		Premium
									17,433	SUBTOTAL, FUND 169, PS
		169	015	Various	6230			(16,301)		Supplies
		169	015	Various	6330			639		Local Travel
		169	015	Various	6620			383		Dues & Subs
		169	015	Various	7150			1,364		Telephone
									(13,915)	SUBTOTAL, FUND 169, MS
		169	015	Various	8400			13,000		Equipment
									13,000	SUBTOTAL, FUND 169, CAPITAL
									16,518	TOTAL, FUND 169
									0	TOTAL, HEALTH DEPARTMENT
		402	030	7990	6140			(22,738)	(22,738)	TELEPHONE FUND DECREASE
		403	030	7950	6190			99,475	99,475	DATA PROCESSING FUND INCREA
		401	030	5900	6230			3,353	3,353	MOTOR POOL FUND INCREASE
		400	050	7531	6520			(19,726)	(19,726)	INSURANCE FUND DECREASE
		100	015	Various	7608			(59,054)	(59,054)	Cash Transfer to F/S
		100	015	0975	7613			16,518	16,518	Cash Transfer to INV
TOTAL EXPENDITURE CHANGE								17,828		

REVENUE DETAIL - MCHD 6

REVENUE TRANSACTION RB [ ] GM [ ] TRANSACTION DATE \_\_\_\_\_ ACCOUNTING PERIOD \_\_\_\_\_ BUDGET FISCAL YEAR \_\_\_\_\_

DOCUMENT		REVENUE				CURRENT	REVISED	INCREASE		
NUMBER	ACTION	FUND	AGENCY	ORG	CODE	AMOUNT	AMOUNT	(DECREASE)	SUBTOTAL	DESCRIPTION
		403	030	7950	6602			99,475		Data Processing Svc Reim
		401	030	5900	6602			3,353		Motor Pool Svc Reim
		402	030	7990	6600			4,535		Telephone Svc Reim - GF
		402	030	7990	6602			(28,637)		Telephone Svc Reim - FS
		402	030	7990	6605			1,364		Telephone Svc Reim - INV
		400	050	7040	6602			(19,726)		Insurance Svc Reim
		156	015	Various	7601			(59,054)		General Fund
		169	015	Various	7601			16,518		General Fund
TOTAL REVENUE CHANGE								17,828		



# MULTNOMAH COUNTY OREGON



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

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

## MEMORANDUM

TO: Board of County Commissioners  
FROM: Billi Odegaard *Billi*  
REQUESTED PLACEMENT DATE: March 2, 1995  
DATE: February 16, 1995  
SUBJECT: Budget Modification MCHD 5

I. Recommendation/Action Requested:

The Board of County Commissioners is requested to approve budget modification MCHD 5, making housekeeping adjustments to the Departmental budget.

II. Background/Analysis:

The Health Department budget has traditionally been created and managed centrally by division directors. While this process resulted in an accurate document, it did not aid the development of responsibility or accountability at the site manager level. During the development of the 1994-95 budget, the Health Department prepared and ran a tandem budgeting exercise for site managers. It involved shifting budget responsibility to the lowest appropriate level. This budget modification is the outcome of that process. It reallocates dollars according to needs identified by site managers while remaining within the adopted budget.

III. Financial Impact:

Neutral. There are no bottom line expenditure changes. Financial controls and accountability will be significantly improved.

IV. Legal Issues:

None

V. Controversial Issues:

None

VI. Link to Current County Policies:

Programmatic goals and objectives remain the same. In addition, it takes the Health Department CQI program another step by decentralizing budget responsibility and authority.

VII. Citizen Participation:

None

VIII. Other Government Participation:

None

MEETING DATE: MAR 0 2 1995

AGENDA NO: R-9

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: PCRB Exemption for Animal Control Remodel Change Order

BOARD BRIEFING Date Requested: \_\_\_\_\_

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

REGULAR MEETING: Date Requested: Thursday, February 2<sup>16</sup>, 1995

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

DEPARTMENT DES DIVISION Facilities & Property Management

CONTACT Lillie Walker/Jim Emerson TELEPHONE # 248-5111 / 248-3322

BLDG/ROOM# 421/3rd

PERSON (S) MAKING PRESENTATION: Lillie Walker

**ACTION REQUESTED:**

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

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

**Request of Board of County Commissioners, Acting as PCRB, for an exemption to the 20% change order limitation for the Animal Control Remodel/Repair Construction.**

2/23/95 copies of notice & application to PCRB list, Lillie Walker, Jim Emerson & Dave Boye

**SIGNATURE REQUIRED:**

3/7/95 copies of notice & order to PCRB list, Lillie Walker, Dave Boye

ELECTED OFFICIAL: Boyer & Jim Emerson

OR

DEPARTMENT MANAGER: [Signature]

BOARD OF COUNTY COMMISSIONERS  
JUNIPER COUNTY OREGON  
FEB 21 AM 9:33

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

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

TO: BOARD OF COUNTY COMMISSIONERS  
FROM:  Lillie Walker, Purchasing Director  
TODAY'S DATE: January 26, 1995  
REQUESTED PLACEMENT DATE: February 16, 1995

SUBJECT: Exemption request to exceed the 20% change order limitation to the contract with 2KG, Inc for the Remodel/Repair construction at Animal Control.

I. Recommendation/Action Requested:

Facilities Management has requested an exemption from the formal bid process to contract with 2KG, Inc. for the Remodel/Repair Construction at Animal Control.

II. Background/Analysis:

The Facilities and Property Management Division entered into contract #301984 with 2KG, Inc. for a variety of renovation and upgrade work at Animal Control. The original bid was \$98,300. Additional work requiring a change order for \$11,193 was previously processed. The original scope of work included replacing of concrete block wall caps. In replacing the caps it was discovered the walls needed more extensive patching than had been anticipated. The majority of this change orders is to patch, repair and paint the walls.

III. Financial Impact:

This purchase increases the amount of the original purchase and subsequent change order from \$109,493 to \$120,398 which is a \$10,905 increase. Total change order increases are 22.4%. AR 10.130 restricts the amount of increases without Board approval to 20%.

IV. Legal Issues:

None.

V. Controversial Issues:

N/A

VI. Link to Current County Policies:

Current policies require approval by the Board for contract expenditures greater than 20% of the original contract amount.

VII. Citizen Participation

N/A

VIII. Other Government Participation:

N/A

FROM: OMNIFAX

TO:

503 248 3048

JAN 19, 1995 9:56AM #361 P.01

Post-It Fax Note 7671		Date 1.19	# of Pages 1
To HARRIET	From JIM		
Co. Dept. DEF	Co. F.M.		
Phone #	Phone # 6246		
Fax # 3048	Fax # 5082		

MEMO

To: Lillie Walker

From: Betsy Williams

*Betsy Williams*

Date: January 19, 1995

RE: Exemption Request for Construction at Animal Control

The Facilities and Property Management Division entered into contract #301984 with ZKG, Inc., for a variety of renovation and upgrade work at Animal Control. The original bid was \$98,300. Like most such work in older buildings, conditions were discovered which resulted in minor revisions to the work, necessitating two change orders.

The second change order brings the total to \$120,398, an increase of 22.4% over the original bid. AR 10.130 requires that a PCRB exemption be approved for increases greater than 20%.

Please obtain approval for an exemption allowing this change order, since there is no question that completing the job with the same contractor saves considerable time and money for the County. Thank you.

cc: Jim Emerson

*Jan -*  
*Here is Betsy's*  
*Exemption Request*  
*for ZKG.*  
*Please expedite.*  
*Thank you! JE*



# MULTNOMAH COUNTY OREGON

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

## BOARD OF COUNTY COMMISSIONERS

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

## NOTICE OF HEARING

The Multnomah County Board of Commissioners, sitting as the Public Contract Review Board, will consider an application on **Thursday, March 2, 1995**, at 9:30 a.m. in Room 602 of the Multnomah County Courthouse, 1021 SW Fourth, Portland, Oregon, in the Matter of an Exemption to Exceed the 20% Change Order Limitation for the Animal Control Remodel/Repair Construction Contract.

A copy of the application is attached.

For additional information, please contact Multnomah County Purchasing and Central Stores Director Lillie Walker at 248-5111.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON  
PUBLIC CONTRACT REVIEW BOARD

Deborah L. Bogstad  
Office of the Board Clerk

enclosure

cc: Dave Boyer  
Lillie Walker  
Jim Emerson

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

In the Matter of an Exemption to Exceed )  
the 20% change order limitation for the Animal ) APPLICATION  
Control Remodel/Repair Construction Contract)

Application to the Public Contract Review Board on behalf of a request from DES, Facilities and Property Management Division, is hereby made pursuant to the Board's Administrative Rules AR 10.010, and AR 10.130 adopted under the provisions of ORS 279.015, for an order of exemption to exceed the 20% change order limitation to the contract with 2KG, Inc for the Remodel/Repair Construction at Animal Control. The cost of the change order will be \$10,905 bringing the total of all amendments to \$22,098 a 22.4% increase to the original price.

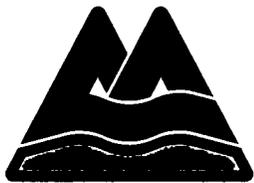
This Exemption Request is due to the following facts:

1. The original contract was for ~~\$109,493.00~~. Formal bids were solicited for the purchase. *S/B \$98,300.00 CORRECTION CALLED IN 2/27/95 \* (SEE STAFF REPORT SUPPLEMENT)*
2. The original contract called for work including replacement of concrete wall caps. In replacing the caps, it was discovered that the walls would need extensive patching. The majority of the change order is to patch, repair and paint the walls. The balance of the work is miscellaneous, concrete, insulation and sheetrock work.
3. In order to maintain continuity of quality, liability insurance and bonding the current contractor was authorized to complete the project.
4. Additional costs would have been incurred if another competitive process had been initiated. Retaining 2KG, Inc. also reduced the time and the costs of access and tool security. This purchase does not inhibit competition or encourage favoritism.

The Facilities Management Division, has budgeted funds to cover the cost of the purchase in the FY 1994-95 budget.

Dated this 27<sup>th</sup> day of January, 1995.

  
Lillie Walker, Director  
Purchasing, Contracts, & Central Stores



# MULTNOMAH COUNTY OREGON

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

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

## NOTICE OF APPROVAL

The Multnomah County Board of Commissioners, sitting as the Public Contract Review Board, considered an application on **Thursday, March 2, 1995**, at 9:30 a.m. in Room 602 of the Multnomah County Courthouse, 1021 SW Fourth, Portland, Oregon, and approved Order 95-43 in the Matter of an Exemption to Exceed the 20% Change Order Limitation for the Animal Control Remodel/Repair Construction.

A copy of the Order is attached.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON  
PUBLIC CONTRACT REVIEW BOARD

Deborah Bogstad  
Office of the Board Clerk

enclosure

cc: Lillie Walker  
Dave Boyer  
Jim Emerson

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

In the Matter of an Exemption to exceed )  
the 20% change order limitation for the )       O R D E R  
Animal Control Remodel/Repair Construction. )       95-43

The above entitled matter is before the Board of County Commissioners, acting in its capacity as the Multnomah County Public Contract Review Board, to consider a request from the DES, Facilities Management Division under Multnomah County PCRB Rule AR 10.010 and AR 10.130 to exceed the 20% limitation to the contract with 2KG, Inc. for the Remodel/Repair Construction at Animal Control.

It appearing to the Board that the recommendation for exemption, as it appears in the application, is based upon the fact that during the course of the concrete wall cap replacement, it was discovered that the walls would need extensive patching. To avoid construction delays and maintain quality continuity, the current contractor made the additional repairs.

It appearing to the Board that the request for an exemption is in accord with the requirements of the Multnomah County Public Contract Review Board Administrative Rules AR 10.010, and 30.010; it is therefore

**ORDERED** that the exemption to exceed the change order limitation is hereby approved.

Dated this 2nd day of March, 1995.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
ACTING AS THE PUBLIC CONTRACT  
REVIEW BOARD:

By *Beverly Stein*  
Beverly Stein, County Chair

LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By *John L. DuBay*  
Assistant County Counsel  
John L. DuBay, Chief Deputy