

ANNOTATED MINUTES

Tuesday, June 18, 1996 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

BOARD BRIEFINGS

Chair Beverly Stein convened the meeting at 9:56 a.m., with Vice-Chair Dan Saltzman and Commissioner Sharron Kelley present, and Commissioners Gary Hansen and Tanya Collier excused.

- B-2 1996 Portland/Multnomah Progress Board Annual Report. Presented by Pamela Wev.

PAMELA WEV PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION REGARDING PUBLIC SAFETY, GOVERNANCE, EDUCATION, ECONOMY, CHILDREN AND FAMILY, AND QUALITY OF LIFE BENCHMARKS. CHAIR STEIN ASKED THAT MS. WEV WORK WITH CAROL FORD REGARDING AN UPDATE PRESENTATION DURING THE SEPTEMBER 17, 1996 BOARD RETREAT.

- B-1 Report of the Task Force on School Health Services, a Cooperative Study Produced by Representatives of the County Government, the Education Service District, the Schools and School Districts of Multnomah County, Oregon. Presented by Bill Farver, Jerry Shiveley and Invited Others.

BILL FARVER, JERRY SHIVELEY, DEE BAUER, JAN SINCLAIR, JEFF GOLDEN AND VALERIE WILTSEY, WITH MERLR BRADFORD AND BONNIE HOBSON, PRESENTATIONS AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION.

Chair Stein was excused at 11:01 a.m.

There being no further business, the meeting was adjourned at 11:20 a.m.

Thursday, June 20, 1996 - 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 Dan Saltzman, Commissioners Sharron Kelley and Gary Hansen present, and Commissioner Tanya Collier excused.

CONSENT CALENDAR

**UPON MOTION OF COMMISSIONER KELLEY,
SECONDED BY COMMISSIONER HANSEN, THE
CONSENT CALENDAR (ITEMS C-1 THROUGH C-12)
WAS UNANIMOUSLY APPROVED.**

DISTRICT ATTORNEY'S OFFICE

- C-1 Intergovernmental Agreement 700035 with the City of Portland Police Bureau for Overtime Reimbursement of Child Abuse Investigations Conducted During Evening and Weekend Hours in Conjunction with the Child Abuse Multi-Disciplinary Intervention (CAMI) Grant
- C-2 Amendment 1 to Intergovernmental Agreement 700045 with the City of Gresham Police Department Providing Child Abuse Multi-Disciplinary Intervention (CAMI) Grant Funding for One FTE Police Investigator Assigned and Located at the Child Abuse Team Office to Conduct Child Abuse Investigations
- C-3 Intergovernmental Agreement 500566 with the Oregon State Police for Overtime Reimbursement of Child Abuse Investigations Conducted During Evening and Weekend Hours in Conjunction with the Child Abuse Multi-Disciplinary Intervention (CAMI) Grant
- C-4 Budget Modification DA 7 Appropriating Additional \$74,041 Revenue to the CAMI Program

SHERIFF'S OFFICE

- C-5 Budget Modification MCSO 13 Reclassifying Four Positions in the Sheriff's Services Division

- C-6 Intergovernmental Agreement 800796 with the Oregon Department of Transportation, Providing a Multi-Agency Effort to Enhance DUI Enforcement in Multnomah County
- C-7 Budget Modification MCSO 15 Adding \$41,533 to the Sheriff's Budget to Allocate Grant Funds from the Oregon Department of Transportation for Enhanced DUI Patrol Activities

DEPARTMENT OF AGING SERVICES

- C-8 Intergovernmental Revenue Agreement 400316 with the Oregon Department of Human Resources, Senior and Disabled Services Division, Providing Funds for Never Too Late Project to Support Institutionalized Elders with Alcohol Related Illness to Enter Recovery Programs and Move to Lower Levels of Care

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- C-9 Intergovernmental Agreement 100197 with Oregon Health Sciences University, Providing DUI Information and Rehabilitation Programs and Gambling Addiction Treatment

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-10 CS 2-96 Reporting the Hearings Officer Decision APPROVING, WITH CONDITIONS, Request for Community Service Use Approval for Modernization and Reconfiguration of the Oregon Department of Transportation's Sylvan Maintenance Station, Located at 2131 SW SCHOLLS FERRY ROAD

DEPARTMENT OF JUVENILE JUSTICE SERVICES

- C-11 Amendment 1 to Intergovernmental Agreement 102955 with Clackamas County, Providing Exclusive Use of 4 Additional Guaranteed Beds for a Total of 14 Guaranteed Bed Spaces in the Juvenile Justice Complex for the Detention of Youth Referred to the Clackamas County Juvenile Justice System
- C-12 Amendment 2 to Intergovernmental Agreement 102955 with Clackamas County, Providing Exclusive Use of 14 Guaranteed Bed Spaces in the Juvenile Justice Complex for the Detention of Youth Referred to the Clackamas County Juvenile Justice System

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.

DEPARTMENT OF COMMUNITY CORRECTIONS

- R-3 Amendment 1 to Intergovernmental Agreement 900086 with Portland Community College, Providing Instructional Support Services for the Londer Learning Center

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-3. COMMISSIONER SALTZMAN ADVISED HE WOULD ABSTAIN FROM VOTING DUE TO HIS POSITION ON THE PCC BOARD. AGREEMENT APPROVED, WITH COMMISSIONERS KELLEY, HANSEN AND STEIN VOTING AYE, AND COMMISSIONER SALTZMAN ABSTAINING.

PUBLIC CONTRACT REVIEW BOARD

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

- R-4 ORDER Authorizing Temporary Exemption from Bidding to Extend Certain Current Weatherization Contracts for Three Months

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-4. TOM BRODBECK EXPLANATION. ORDER 96-109 UNANIMOUSLY APPROVED.

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

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-5 Second Reading and Adoption of an ORDINANCE Amending the Comprehensive Framework Plan Volume 1 Findings to Include the Howard

Canyon Reconciliation Report, as Revised and Amended by the Board, in Fulfillment of the Periodic Review Work Program Tasks for Statewide Planning Goal 5 Resources in the Howard Canyon Area

ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER HANSEN MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF SECOND READING AND ADOPTION. NO ONE WISHED TO TESTIFY. COMMISSIONER KELLEY ADVISED SHE WILL NOT SUPPORT ADOPTION OF THE ORDINANCE. ORDINANCE 857 APPROVED, WITH COMMISSIONERS HANSEN, SALTZMAN AND STEIN VOTING AYE, AND COMMISSIONER KELLEY VOTING NO.

- R-6 Budget Modification DES 11 Moving Funds from Professional Services to Permanent Personal Services and Capital Outlay within the Transportation and Land Use Planning Budget

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-6. KATHY BUSSE EXPLANATION. JIM MUNZ AND BARRY CROOK EXPLANATION IN RESPONSE TO QUESTIONS OF COMMISSIONER KELLEY REGARDING R-6, R-8, R-10, R-12, R-13 AND R-14. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

- R-7 Budget Modification DES 12 Adjusting Budget to Actual Expenditures for 1995-96 within the Director's Office Budget

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, BUDGET MODIFICATION DES 12 WAS UNANIMOUSLY APPROVED.

DISTRICT ATTORNEY'S OFFICE

- R-8 Budget Modification DA 8 Transferring Funds from Salary Savings to Capital Equipment within the Support Enforcement Division Budget to Purchase Computers

COMMISSIONER HANSEN MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-8. TOM SIMPSON EXPLANATION AND RESPONSE TO BOARD QUESTIONS. JIM MUNZ RESPONSE TO BOARD QUESTION, ADVISING HIS DIVISION IS REVIEWING ALL COMPUTER PURCHASES AND MAINTAINING A COMPLETE HISTORY. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

DEPARTMENT OF SUPPORT SERVICES

R-9 Budget Modification DSS 5 Transferring \$22,469 from DP Fund Materials and Services to DP Fund Equipment

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-9. JIM MUNZ EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

DEPARTMENT OF LIBRARY SERVICES

R-2 RESOLUTION Approving Plan for Naming Rooms and Other Areas at Multnomah County Central Library to Honor Donors to the Campaign for Central Library

COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-2. GINNIE COOPER EXPLANATION AND RESPONSE TO BOARD QUESTIONS. RESOLUTION 96-110 UNANIMOUSLY APPROVED.

DEPARTMENT OF SUPPORT SERVICES

R-10 Budget Modification DSS 6 Recognizing and Increasing the Telephone Fund Materials and Services Budget by \$415,876 in Additional Revenue

COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-10. JIM MUNZ EXPLANATION AND RESPONSE TO BOARD QUESTIONS. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

- R-11 Budget Modification DSS 7 Transferring \$100,951 from Capital Lease Service Reimbursement to Equipment in General Fund and \$52,000 in Assessment and Taxation Fund

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-11. BARRY CROOK EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

- R-12 Budget Modification DSS 8 Transferring \$30,000 from Supplies to Equipment within the Finance Division Budget for the Purchase of Personal Computers

COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-12. BARRY CROOK EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

- R-13 Budget Modification NOND 16 Transferring \$6,150 from Claims Paid Materials and Services within the County Counsel Budget to Purchase a Laptop Computer and Accessories for Insurance Fund Lawyers

COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-13. LARRY KRESSEL EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

- R-14 Budget Modification NOND 17 Transferring \$6,000 from Personal Services to Capital Outlay within the Office of the Board Clerk Budget to Purchase Computers for the County's Customer Service Center

COMMISSIONER HANSEN MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-14. DELMA FARRELL EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

- R-15 Budget Modification NOND 18 Reprogramming \$43,413 from Personal Services into Materials and Services and Capital within the Multnomah Commission on Children and Families Budget

COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-15. CAROL WIRE EXPLANATION AND RESPONSE TO BOARD QUESTIONS. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

GENERAL FUND CONTINGENCY RESERVE APPROPRIATIONS REQUESTS

DEPARTMENT OF AGING SERVICES

- R-16 Budget Modification ASD 9604 in the Amount of \$82,000 in Order to Backfill Federal Cuts in the Nutrition Services Program (Meals)

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-16. BARRY CROOK AND KATHY GILLETTE EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

SHERIFF'S OFFICE

- R-17 Budget Modification MCSO 14 in the Amount of \$180,000 to Cover Projected Deficits in Facilities Overtime and to Make Up for a Shortfall in Concealed Weapons Permit Revenues

COMMISSIONER KELLEY MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-17. LARRY AAB EXPLANATION AND RESPONSE TO BOARD QUESTIONS. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

DEPARTMENT OF COMMUNITY CORRECTIONS

- R-18 Budget Modification DCC 7 in the Amount of \$57,720 to Fund the Cost of Arming Specific Units of Probation/Parole Officers and to Fund the Cost of a Facilitator for the Peninsula Parole and Probation Office

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-18. PATRICK BRUN EXPLANATION AND RESPONSE TO BOARD QUESTIONS. CHRISTINE

**HILLNER TESTIMONY IN OPPOSITION TO
PENINSULA PAROLE AND PROBATION OFFICE.
COMMISSIONER SALTZMAN'S MOTION TO
DELETE \$3,000 FOR FACILITATOR FAILED FOR
LACK OF A SECOND. FOLLOWING BOARD
DISCUSSION, BUDGET MODIFICATION
UNANIMOUSLY APPROVED.**

DEPARTMENT OF SUPPORT SERVICES

R-19 Budget Modification DSS 9 in the Amount of \$80,210 to Pay the County Portion of Costs Associated with the February Floods (Those Not Covered by FEMA Allocations)

**COMMISSIONER KELLEY MOVED AND
COMMISSIONER HANSEN SECONDED, APPROVAL
OF R-19. BARRY CROOK EXPLANATION AND
RESPONSE TO BOARD QUESTIONS. BUDGET
MODIFICATION UNANIMOUSLY APPROVED.**

SUPPLEMENTAL BUDGET APPROVAL REQUESTS

DEPARTMENT OF SUPPORT SERVICES

R-20 Budget Modification DSS 9 Recognizing \$104,240 in Revenues from the Federal Emergency Management Agency (FEMA) to Pay for Flood Related Expenses

**COMMISSIONER KELLEY MOVED AND
COMMISSIONER HANSEN SECONDED, APPROVAL
OF R-20. DAVE WARREN EXPLANATION OF
SUPPLEMENTAL BUDGET MODIFICATIONS R-20
THROUGH R-23 AND RESPONSE TO BOARD
QUESTIONS. BUDGET MODIFICATION
UNANIMOUSLY APPROVED.**

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-21 Budget Modification DES 10 Recognizing \$484,947 in Revenues and Expenses for the Three Unplanned Elections Held this Fiscal Year

**UPON MOTION OF COMMISSIONER KELLEY,
SECONDED BY COMMISSIONER HANSEN,**

**BUDGET MODIFICATION DES 10 WAS
UNANIMOUSLY APPROVED.**

NON-DEPARTMENTAL

R-22 Budget Modification NOND 16 Recognizing \$375,000 in Additional Business Income Tax (B.I.T.) Revenues to Fund Additional Payments to the East County Cities who Share in a Portion of that Revenue Source

**UPON MOTION OF COMMISSIONER KELLEY,
SECONDED BY COMMISSIONER SALTZMAN,
BUDGET MODIFICATION NOND 16 WAS
UNANIMOUSLY APPROVED.**

DEPARTMENT OF AGING SERVICES

R-23 Budget Modification ASD 9606 Recognizing \$22,000 in Additional Adult Home Care Fee/Fine Revenue and \$28,751 in Title XIX Revenue and Appropriating them for Expenditure

**UPON MOTION OF COMMISSIONER KELLEY,
SECONDED BY COMMISSIONER SALTZMAN,
BUDGET MODIFICATION ASD 9606 WAS
UNANIMOUSLY APPROVED.**

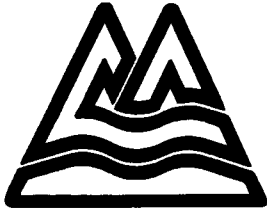
**DAVE WARREN RESPONDED TO BOARD
QUESTIONS REGARDING BUDGET NOTES.**

There being no further business, the meeting was adjourned at 10:35 a.m.

OFFICE OF THE BOARD CLERK
FOR MULTNOMAH COUNTY, OREGON

Deborah L. Bogstad

Deborah L. Bogstad



MULTNOMAH COUNTY OREGON

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

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

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

JUNE 17, 1996 - JUNE 21, 1996

Tuesday, June 18, 1996 - 9:30 AM - Board Briefings..... Page 2

Thursday, June 20, 1996 - 9:30 AM - Regular Meeting..... Page 2

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

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

Friday, 10:00 PM, Channel 30

Sunday, 1:00 PM, Channel 30

Produced through Multnomah Community Television

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

AN EQUAL OPPORTUNITY EMPLOYER

*Tuesday, June 18, 1996 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

BOARD BRIEFINGS

- B-1 Report of the Task Force on School Health Services, a Cooperative Study Produced by Representatives of the County Government, the Education Service District, the Schools and School Districts of Multnomah County, Oregon. Presented by Bill Farver, Jerry Shiveley and Invited Others. 1 HOUR REQUESTED.*
- B-2 1996 Portland/Multnomah Progress Board Annual Report. Presented by Pamela Wev. 30 MINUTES REQUESTED.*
-

*Thursday, June 20, 1996 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

REGULAR MEETING

CONSENT CALENDAR

DISTRICT ATTORNEY'S OFFICE

- C-1 Intergovernmental Agreement 700035 with the City of Portland Police Bureau for Overtime Reimbursement of Child Abuse Investigations Conducted During Evening and Weekend Hours in Conjunction with the Child Abuse Multi-Disciplinary Intervention (CAMI) Grant*
- C-2 Amendment 1 to Intergovernmental Agreement 700045 with the City of Gresham Police Department Providing Child Abuse Multi-Disciplinary Intervention (CAMI) Grant Funding for One FTE Police Investigator Assigned and Located at the Child Abuse Team Office to Conduct Child Abuse Investigations*
- C-3 Intergovernmental Agreement 500566 with the Oregon State Police for Overtime Reimbursement of Child Abuse Investigations Conducted During Evening and Weekend Hours in Conjunction with the Child Abuse Multi-Disciplinary Intervention (CAMI) Grant*

- C-4 *Budget Modification DA 7 Appropriating Additional \$74,041 Revenue to the CAMI Program*

SHERIFF'S OFFICE

- C-5 *Budget Modification MCSO 13 Reclassifying Four Positions in the Sheriff's Services Division*
- C-6 *Intergovernmental Agreement 800796 with the Oregon Department of Transportation, Providing a Multi-Agency Effort to Enhance DUII Enforcement in Multnomah County*
- C-7 *Budget Modification MCSO 15 Adding \$41,533 to the Sheriff's Budget to Allocate Grant Funds from the Oregon Department of Transportation for Enhanced DUII Patrol Activities*

DEPARTMENT OF AGING SERVICES

- C-8 *Intergovernmental Revenue Agreement 400316 with the Oregon Department of Human Resources, Senior and Disabled Services Division, Providing Funds for Never Too Late Project to Support Institutionalized Elders with Alcohol Related Illness to Enter Recovery Programs and Move to Lower Levels of Care*

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- C-9 *Intergovernmental Agreement 100197 with Oregon Health Sciences University, Providing DUII Information and Rehabilitation Programs and Gambling Addiction Treatment*

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-10 CS 2-96 *Reporting the Hearings Officer Decision APPROVING, WITH CONDITIONS, Request for Community Service Use Approval for Modernization and Reconfiguration of the Oregon Department of Transportation's Sylvan Maintenance Station, Located at 2131 SW SCHOLLS FERRY ROAD*

DEPARTMENT OF JUVENILE JUSTICE SERVICES

- C-11 *Amendment 1 to Intergovernmental Agreement 102955 with Clackamas County, Providing Exclusive Use of 4 Additional Guaranteed Beds for a Total of 14 Guaranteed Bed Spaces in the Juvenile Justice Complex for*

the Detention of Youth Referred to the Clackamas County Juvenile Justice System

- C-12 *Amendment 2 to Intergovernmental Agreement 102955 with Clackamas County, Providing Exclusive Use of 14 Guaranteed Bed Spaces in the Juvenile Justice Complex for the Detention of Youth Referred to the Clackamas County Juvenile Justice System*

REGULAR AGENDA

PUBLIC COMMENT

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

DEPARTMENT OF LIBRARY SERVICES

- R-2 *RESOLUTION Approving Plan for Naming Rooms and Other Areas at Multnomah County Central Library to Honor Donors to the Campaign for Central Library*

DEPARTMENT OF COMMUNITY CORRECTIONS

- R-3 *Amendment 1 to Intergovernmental Agreement 900086 with Portland Community College, Providing Instructional Support Services for the Londer Learning Center*

PUBLIC CONTRACT REVIEW BOARD

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

- R-4 *ORDER Authorizing Temporary Exemption from Bidding to Extend Certain Current Weatherization Contracts for Three Months*

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

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-5 *Second Reading and Adoption of an ORDINANCE Amending the Comprehensive Framework Plan Volume 1 Findings to Include the Howard Canyon Reconciliation Report, as Revised and Amended by the*

*Board, in Fulfillment of the Periodic Review Work Program Tasks for
Statewide Planning Goal 5 Resources in the Howard Canyon Area*

- R-6 *Budget Modification DES 11 Moving Funds from Professional Services to Permanent Personal Services and Capital Outlay within the Transportation and Land Use Planning Budget*
- R-7 *Budget Modification DES 12 Adjusting Budget to Actual Expenditures for 1995-96 within the Director's Office Budget*

DISTRICT ATTORNEY'S OFFICE

- R-8 *Budget Modification DA 8 Transferring Funds from Salary Savings to Capital Equipment within the Support Enforcement Division Budget to Purchase Computers*

DEPARTMENT OF SUPPORT SERVICES

- R-9 *Budget Modification DSS 5 Transferring \$22,469 from DP Fund Materials and Services to DP Fund Equipment*
- R-10 *Budget Modification DSS 6 Recognizing and Increasing the Telephone Fund Materials and Services Budget by \$415,876 in Additional Revenue*
- R-11 *Budget Modification DSS 7 Transferring \$100,951 from Capital Lease Service Reimbursement to Equipment in General Fund and \$52,000 in Assessment and Taxation Fund*
- R-12 *Budget Modification DSS 8 Transferring \$30,000 from Supplies to Equipment within the Finance Division Budget for the Purchase of Personal Computers*

NON-DEPARTMENTAL

- R-13 *Budget Modification NOND 16 Transferring \$6,150 from Claims Paid Materials and Services within the County Counsel Budget to Purchase a Laptop Computer and Accessories for Insurance Fund Lawyers*
- R-14 *Budget Modification NOND 17 Transferring \$6,000 from Personal Services to Capital Outlay within the Office of the Board Clerk Budget to Purchase Computers for the County's Customer Service Center*

- R-15 *Budget Modification NOND 18 Reprogramming \$43,413 from Personal Services into Materials and Services and Capital within the Multnomah Commission on Children and Families Budget*

GENERAL FUND CONTINGENCY RESERVE APPROPRIATIONS REQUESTS

DEPARTMENT OF AGING SERVICES

- R-16 *Budget Modification ASD 9604 in the Amount of \$82,000 in Order to Backfill Federal Cuts in the Nutrition Services Program (Meals)*

SHERIFF'S OFFICE

- R-17 *Budget Modification MCSO 14 in the Amount of \$180,000 to Cover Projected Deficits in Facilities Overtime and to Make Up for a Shortfall in Concealed Weapons Permit Revenues*

DEPARTMENT OF COMMUNITY CORRECTIONS

- R-18 *Budget Modification DCC 7 in the Amount of \$57,720 to Fund the Cost of Arming Specific Units of Probation/Parole Officers and to Fund the Cost of a Facilitator for the Peninsula Parole and Probation Office*

DEPARTMENT OF SUPPORT SERVICES

- R-19 *Budget Modification DSS 9 in the Amount of \$80,210 to Pay the County Portion of Costs Associated with the February Floods (Those Not Covered by FEMA Allocations)*

SUPPLEMENTAL BUDGET APPROVAL REQUESTS

DEPARTMENT OF SUPPORT SERVICES

- R-20 *Budget Modification DSS 9 Recognizing \$104,240 in Revenues from the Federal Emergency Management Agency (FEMA) to Pay for Flood Related Expenses*

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-21 *Budget Modification DES 10 Recognizing \$484,947 in Revenues and Expenses for the Three Unplanned Elections Held this Fiscal Year*

NON-DEPARTMENTAL

- R-22 *Budget Modification NOND 16 Recognizing \$375,000 in Additional Business Income Tax (B.I.T.) Revenues to Fund Additional Payments to the East County Cities who Share in a Portion of that Revenue Source*

DEPARTMENT OF AGING SERVICES

- R-23 *Budget Modification ASD 9606 Recognizing \$22,000 in Additional Adult Home Care Fee/Fine Revenue and \$28,751 in Title XIX Revenue and Appropriating them for Expenditure*

TANYA COLLIER
Multnomah County Commissioner
District 3



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

MEMORANDUM

TO: Office of the Board Clerk
Board of County Commissioners

FROM: Michele Fuchs

DATE: May 17, 1996

SUBJECT: Commissioner Collier's absence from Board meetings

Commissioner Collier will be out of town June 8 thru June 29 and should be excused from any scheduled Board meetings during that time.

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
96 MAY 17 PM 12:40

MEETING DATE: June 20, 1996

AGENDA NO: C-1

AGENDA PLACEMENT FORM

SUBJECT: IGA renewal with the Portland Police Bureau for the District Attorney's Office CAMI Program

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: June 20, 1996

Amount of Time Needed: Renewal/Consent Agenda

DEPARTMENT/OFFICE: District Attorney DIVISION: Family Justice

CONTACT: Michael D Schrunk TELEPHONE #: 248-3143

BLDG/ROOM#: Courthouse (101), Room 600

PERSON(S) MAKING PRESENTATION: Michael D Schrunk

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable): This IGA with the Portland Police Bureau will pay for overtime for evening and weekend child abuse investigations on CAMI cases.

6/24/96 ORIGINALS to Lisa Moore
SIGNATURE REQUIRED

ELECTED OFFICIAL: _____
OR

DEPARTMENT MANAGER: Kelly Baer /lm

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

BOARD OF
COUNTY COMMISSIONERS
96 JUN 12 PM 3:11
MULTNOMAH COUNTY
OREGON

Office Memorandum

MICHAEL D. SCHRUNK, District Attorney

TO: Board of County Commissioners

FROM: Michael D. Schrunk

DATE: June 12, 1996

REQUESTED PLACEMENT DATE: June 20, 1996

RE: CAMI Grant funding for 1996, Bud Mod #DA07
and CAMI intergovernmental agreements

I. Recommendation/Action Requested:
Approval of budget modification and intergovernmental agreements.

II. Background/Analysis:

Funding for the 1996 CAMI grant is a continuation of the DA's existing program. CAMI, Child Abuse Multi-Disciplinary Intervention, is a regional program with participation from local law enforcement, health care, and social service agencies including Multnomah County District Attorney's Office, State of Oregon Services to Children and Families, Oregon State Police, Gresham Police Department, Multnomah County Sheriff's Office, Portland Police Bureau, and Legacy Emanuel Health Center's CARES Program, which serves as the regional child abuse referral center.

This is late due to lengthy processing times of intergovernmental agreements between the District Attorney's office and participating governmental agencies.

Budget Modification #DA07 appropriates an additional \$74,041 in CAMI revenue to continue this program, and the contractual agreements with participating governmental agencies.

III. Financial Impact:

Budget modification #DA07 appropriates an additional \$74,041 revenue to the CAMI program.

IV. Legal Issues:
None

V. Controversial Issues:
None

VI. Link to Current County Policies:
The activities funded by this grant will enable the county to move closer to its urgent benchmark of reducing domestic abuse. Specifically, this grant will aid efforts to reduce the number of children abused or neglected.

VIII. Other Government Participation:
Other governmental agencies participating in this endeavor include Services to Children and Families, Oregon State Police, Gresham Police Department, Multnomah County Sheriff's Office, and the Portland Police Bureau.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 700035

Amendment # 1

CLASS I <input type="checkbox"/> Professional Services under \$25,000	CLASS II <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	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-1 DATE 6/20/96 DEB BOGSTAD BOARD CLERK
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Department District Attorney Division Family Justice Date 2/12/96Contract Originator Lisa Moore Phone 248-3133 Bldg/Room 101/600Administrative Contact same Phone _____ Bldg/Room _____Description of Contract Overtime reimbursement of child abuse investigations conducted by Portland Police Bureau detectives during evening and weekend hours in conjunction with the CAMI grant.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Portland Police BureauMailing Address 1111 SW 2nd Av.
Portland, OR 97204Phone 823-0032

Employer ID# or SS# _____

Effective Date 1/1/96Termination Date 12/31/96Original Contract Amount \$ 20,000

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ 20,000Total Amount of Agreement \$ 40,000Remittance Address _____
(If Different) _____

Payment Schedule	Terms
<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on receipt
<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
<input checked="" type="checkbox"/> Other <u>quarterly up to \$20,000</u>	<input type="checkbox"/> Other _____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____Encumber: Yes ☐ No ☐Date 2-12-96

Date _____

Date 6-12-96Date June 20, 1006

Date _____

REQUIRED SIGNATURES:Department Manager Michael ScreunkPurchasing Director
(Class II Contracts Only) Sandra DuffCounty Counsel Wayne Kern

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.												
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

50671

JUN 4 1996

Multnomah County / City of Portland
Intergovernmental Agreement
for the 1996 CAMI Grant

February 6, 1996

The City of Portland Police Bureau (PPB) and the County of Multnomah by and through Multnomah County District Attorney's office (MCDA) agree as follows:

A. GENERAL SCOPE

The CAMI Grant provides funding from the Child Abuse Multidisciplinary Intervention Account to Multnomah County District Attorney's office in accordance with the grant application and award documents.

Chapter 190 of the Oregon Revised Statutes provides for intergovernmental agreements. Therefore, the MCDA and the PPB agree to the following:

1. PPB agrees to provide detectives specially trained in conducting child abuse investigations during evening hours and weekends to respond to child abuse referrals.

2. The City of Portland shall have administrative authority for the establishment of standards and performance of the police investigator assigned to child abuse investigations.

In the event of a dispute between the parties as to the extent and the nature of the duties and function of the PPB detectives assigned to child abuse investigations, the resolution shall be made by the Chief of Police and the District Attorney or their delegated representatives.

3. PPB shall submit invoices up to a maximum of \$20,000 on a quarterly basis as follows.

January 1, 1996 - March 31, 1996	By 4/22/96
April 1, 1996 - June 30, 1996	By 7/22/96
July 1, 1996 - September 30, 1996	By 10/21/96
October 1, 1996 - December 31, 1996	By 1/20/97

4. Both parties are subject to the Oregon State Tort Claims Act, ORS 30.265, et. seq. The scope and limits of any and all liability for injury or damages property to any third person shall

be imposed in accordance with this law.

B. TERM

This agreement shall extend from January 1, 1996 through and including December 31, 1996.

C. TERMINATION

1. This agreement may be terminated upon 60 days mutual written consent of the parties or upon 90 days written notice by one of the parties.

2. Termination under any provision of this paragraph shall not affect any rights, obligations, or liability of PPB or MCDA which accrues prior to such termination.

E. MODIFICATION

This agreement may be modified by mutual consent of the parties. Any modification to provisions of this agreement shall be reduced to writing and signed by the parties.

F. INTEGRATION

This agreement contains the entire agreement between the parties and supersedes all prior written and oral agreements.

G. NOTICES

All notices pursuant to the terms of this agreement shall be addressed as follows:

Notices to the City:	Charles Moose, Police Chief Portland Police Bureau
Notices to the County:	Mike Schrunk, District Attorney Multnomah County DA's Office

City of Portland, Oregon

By:

Vera Katz
Vera Katz, Mayor

Date

5/30/96

By:

Gail H. Blum
Auditor, City of Portland

Date

5/30/96

County of Multnomah, Oregon

By:

Michael D. Schunk
Michael D. Schunk, District Attorney

Date

2-12-96

By:

Beverly Stein
Beverly Stein, County Chair

June 20, 1996

Date

Reviewed by:

Jeffrey L. Rogers
City Attorney

Laurence Kressel
County Counsel

By:

Date:

Jim Han
5-6-96

By:

Date:

Sandra Duff
6-12-96

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-1 DATE 6/20/96
DEB BOGSTAD
BOARD CLERK

ORDINANCE NO. 170143

* Agreement with Multnomah County District Attorney's Office for child abuse multidisciplinary intervention (Ordinance).

The City of Portland ordains:

Section 1. The Council finds:

1. Multnomah County has offered through their District Attorney's Office, funds for Child Abuse Multidisciplinary Intervention to the Portland Police Bureau.
2. Portland Police Bureau agrees to provide detectives specially trained in conducting child abuse investigations during evening hours and on weekends to respond to child abuse referrals.
3. These funds would offset overtime costs in the Police Bureau's Detective Unit when these costs are incurred responding to child abuse referrals by Multnomah County.
4. The terms of the agreement will commence January 1, 1996 and continue through December 31, 1996.
5. The Portland Police Bureau will be reimbursed up to a maximum of \$20,000 for the overtime costs associated with this project.

NOW, therefore, the Council directs:

- A. The Mayor and the Auditor are authorized to execute the agreement between the Multnomah County District Attorney's Office and the Portland Police Bureau.
- B. An increase in appropriation for FY 95/96 is authorized as follows:

General Fund Resources

CAMI Overtime Reimbursement

10034380.447000	\$10,000
29830005.499000	(\$10,000)

Requirements

10034380.514000	\$10,000
29710001.571000	(\$10,000)

The remaining \$10,000 will be appropriated in BuMP 6.

Section 2. The Council declares that an emergency exists in that any delay will hinder the investigations of child abuse cases in conjunction with the Multnomah County District Attorney's Office; therefore, this ordinance shall be in force and effect from and after its passage by the Council.

Passed by Council: **MAY 22 1996**

Mayor Vera Katz
Sgt Doug Laberge
March 22, 1996

Barbara Clark
Auditor of the City of Portland

By 
Deputy

AGENDA NO: C-2

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Office Memorandum

MICHAEL D. SCHRUNK, District Attorney

TO: Board of County Commissioners

FROM: Michael D. Schrunk

DATE: June 12, 1996

REQUESTED PLACEMENT DATE: June 20, 1996

RE: CAMI Grant funding for 1996, Bud Mod #DA07
and CAMI intergovernmental agreements

I. Recommendation/Action Requested:
Approval of budget modification and intergovernmental agreements.

II. Background/Analysis:

Funding for the 1996 CAMI grant is a continuation of the DA's existing program. CAMI, Child Abuse Multi-Disciplinary Intervention, is a regional program with participation from local law enforcement, health care, and social service agencies including Multnomah County District Attorney's Office, State of Oregon Services to Children and Families, Oregon State Police, Gresham Police Department, Multnomah County Sheriff's Office, Portland Police Bureau, and Legacy Emanuel Health Center's CARES Program, which serves as the regional child abuse referral center.

This is late due to lengthy processing times of intergovernmental agreements between the District Attorney's office and participating governmental agencies.

Budget Modification #DA07 appropriates an additional \$74,041 in CAMI revenue to continue this program, and the contractual agreements with participating governmental agencies.

III. Financial Impact:

Budget modification #DA07 appropriates an additional \$74,041 revenue to the CAMI program.

IV. Legal Issues:
None

V. Controversial Issues:
None

VI. Link to Current County Policies:
The activities funded by this grant will enable the county to move closer to its urgent benchmark of reducing domestic abuse. Specifically, this grant will aid efforts to reduce the number of children abused or neglected.

VIII. Other Government Participation:
Other governmental agencies participating in this endeavor include Services to Children and Families, Oregon State Police, Gresham Police Department, Multnomah County Sheriff's Office, and the Portland Police Bureau.



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 700045Amendment # 1

CLASS I <input type="checkbox"/> Professional Services under \$25,000	CLASS II <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	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-2</u> DATE <u>6/20/96</u> <u>DEB BOGSTAD</u> BOARD CLERK
---	---	--

Department District Attorney Division Family Justice Date 2/9/96Contract Originator Lisa Moore Phone 248-3133 Bldg/Room 101/600Administrative Contact same as above Phone _____ Bldg/Room _____

Description of Contract The CAMI grant provides funding to Gresham Police Department in the amount of \$59,996 to pay for 1.0 FTE police investigator assigned and located at the Child Abuse Team (CAT) office.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name Connie Ryba, Gresham PD
 Mailing Address 1333 NW Eastman Parkway
Gresham, OR 97080
 Phone 669-2313
 Employer ID# or SS# _____
 Effective Date 1/1/95
 Termination Date 12/31/96
 Original Contract Amount \$ 53,904
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ 59,996 ~~XXX,XXX~~
 Total Amount of Agreement \$ 113,900

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt
☐ Monthly \$ _____ ☐ Net 30
☒ Other \$ 14,999 quarterly ☐ Other _____
☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____Encumber: Yes ☐ No ☐Date 3/5/96

Date _____

Date 6-12-96Date June 20, 1996

Date _____

REQUIRED SIGNATURES:Department Manager [Signature]Purchasing Director _____
(Class II Contracts Only)County Counsel [Signature]County Chair / Sheriff [Signature]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.												
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

Multnomah County / City of Gresham
Intergovernmental Agreement
for the 1996 CAMI Grant

February 6, 1996

The City of Gresham Police Bureau (Gresham PD) and the County of Multnomah by and through Multnomah County District Attorney's office (MCDA) agree as follows:

A. GENERAL SCOPE

The CAMI Grant provides funding from the Child Abuse Multidisciplinary Intervention Account to Multnomah County District Attorney's office in accordance with the grant application and award documents.

Chapter 190 of the Oregon Revised Statutes provides for intergovernmental agreements. Therefore, the MCDA and the Gresham PD agree to the following:

1. Gresham PD agrees to provide one full-time police investigator specially trained in conducting child abuse investigations assigned to the Child Abuse Team (CAT) office to respond to child abuse cases and take appropriate action.

2. The City of Gresham shall have administrative authority for the establishment of standards and performance of the police investigator assigned to child abuse investigations.

In the event of a dispute between the parties as to the extent and the nature of the duties and function of the Gresham PD detectives assigned to child abuse investigations, the resolution shall be made by the Chief of Police and the District Attorney or their delegated representatives.

3. Gresham PD shall submit invoices in the amount of \$14,999 on a quarterly basis as follows. The total amount of this contract is \$59,996.

January 1, 1996 - March 31, 1996
April 1, 1996 - June 30, 1996
July 1, 1996 - September 30, 1996
October 1, 1996 - December 31, 1996

By 4/22/96
By 7/22/96
By 10/21/96
By 1/20/97

4. Both parties are subject to the Oregon State Tort Claims Act, ORS 30.265, et. seq. The scope and limits of any and all liability for injury or damages property to any third person shall be imposed in accordance with this law.

B. TERM

This agreement shall extend from January 1, 1996 through and including December 31, 1996.

C. TERMINATION

1. This agreement may be terminated upon 60 days mutual written consent of the parties or upon 90 days written notice by one of the parties.

2. Termination under any provision of this paragraph shall not affect any rights, obligations, or liability of Gresham PD or MCDA which accrues prior to such termination.

E. MODIFICATION

This agreement may be modified by mutual consent of the parties. Any modification to provisions of this agreement shall be reduced to writing and signed by the parties.

F. INTEGRATION

This agreement contains the entire agreement between the parties and supersedes all prior written and oral agreements.

G. NOTICES

All notices pursuant to the terms of this agreement shall be addressed as follows:

Notices to the City:

Art Knori, Police Chief
Gresham Police Department

Notices to the County:

Mike Schrunk, District Attorney
Multnomah County DA's Office

City of Gresham, Oregon

By: Art Knori 5-9-96
Art Knori, Police Chief Date

By: Bonnie Kraft 14 May 96
Bonnie Kraft, City Manager Date

County of Multnomah, Oregon

By: Michael D. Schunk 2-12-96
Michael D. Schunk, District Attorney Date

By: Beverly Stein June 20, 1996
Beverly Stein, County Chair Date

Reviewed by:

Thomas Jeffrey Sponsler
City Attorney

Laurence Kressel
County Counsel

By: Thomas Sponsler
Date: 5/13/96

By: Sandra Duffey
Date: 6-12-96

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-2 DATE 6/20/96
DEB BOGSTAD
BOARD CLERK

MEETING DATE: June 20, 1996

AGENDA NO: C-3

AGENDA PLACEMENT FORM

SUBJECT: IGA with the Oregon State Police for the District Attorney's Office CAMI Program

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: June 20, 1996

Amount of Time Needed: Renewal/Consent Agenda

DEPARTMENT/OFFICE: District Attorney DIVISION: Family Justice

CONTACT: Michael D Schrunk

TELEPHONE #: 248-3143

BLDG/ROOM#: Courthouse (101), Room 600

PERSON(S) MAKING PRESENTATION: Michael D Schrunk

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable): This IGA with the Oregon State Police will pay for overtime for evening and weekend child abuse investigations on CAMI cases.

6/24/96 ORIGINALS to Lisa Moore
SIGNATURE REQUIRED

ELECTED OFFICIAL: _____
OR

DEPARTMENT MANAGER: Kelly Bacon / im

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

BOARD OF
COUNTY COMMISSIONERS
96 JUN 12 PM 3:11
MULTNOMAH COUNTY
OREGON

Office Memorandum

MICHAEL D. SCHRUNK, District Attorney

TO: Board of County Commissioners

FROM: Michael D. Schrunk

DATE: June 12, 1996

REQUESTED PLACEMENT DATE: June 20, 1996

RE: CAMI Grant funding for 1996, Bud Mod #DA07
and CAMI intergovernmental agreements

I. Recommendation/Action Requested:
Approval of budget modification and intergovernmental agreements.

II. Background/Analysis:
Funding for the 1996 CAMI grant is a continuation of the DA's existing program. CAMI, Child Abuse Multi-Disciplinary Intervention, is a regional program with participation from local law enforcement, health care, and social service agencies including Multnomah County District Attorney's Office, State of Oregon Services to Children and Families, Oregon State Police, Gresham Police Department, Multnomah County Sheriff's Office, Portland Police Bureau, and Legacy Emanuel Health Center's CARES Program, which serves as the regional child abuse referral center.

This is late due to lengthy processing times of intergovernmental agreements between the District Attorney's office and participating governmental agencies.

Budget Modification #DA07 appropriates an additional \$74,041 in CAMI revenue to continue this program, and the contractual agreements with participating governmental agencies.

III. Financial Impact:
Budget modification #DA07 appropriates an additional \$74,041 revenue to the CAMI program.

IV. Legal Issues:
None

V. Controversial Issues:
None

VI. Link to Current County Policies:
The activities funded by this grant will enable the county to move closer to its urgent benchmark of reducing domestic abuse. Specifically, this grant will aid efforts to reduce the number of children abused or neglected.

VIII. Other Government Participation:
Other governmental agencies participating in this endeavor include Services to Children and Families, Oregon State Police, Gresham Police Department, Multnomah County Sheriff's Office, and the Portland Police Bureau.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 500566

Amendment #

CLASS I <input type="checkbox"/> Professional Services under \$25,000	CLASS II <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	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-3 DATE 6/20/96 DEB BOGSTAD BOARD CLERK
---	---	---

Department District Attorney Division Family Justice Date 2/9/96
 Contract Originator Lisa Moore Phone 248-3133 Bldg/Room 101/600
 Administrative Contact same as above Phone _____ Bldg/Room _____
 Description of Contract This provides overtime funds for evening and weekend child abuse investigations on CAMI cases.

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

Contractor Name Oregon State Police
 Mailing Address PO Box 66470
Portland, OR 97290
 Phone 731-3027
 Employer ID# or SS# _____
 Effective Date 1/1/96
 Termination Date 12/31/96
 Original Contract Amount \$4,000.00
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ 4,000.00

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____
☐ Lump Sum \$ _____ ☐ Due on receipt
☐ Monthly \$ _____ ☐ Net 30
☒ Other quarterly up to \$4,000 ☐ Other as billed
☐ Requirements contract - Requisition required.
 Purchase Order No. _____
☐ Requirements Not to Exceed \$ _____

Encumber: Yes ☐ No ☐Date 2-12-96

Date _____

Date 6-12-96Date June 20, 1996

Date _____

REQUIRED SIGNATURES:Department Manager Michael ScurumPurchasing Director _____
(Class II Contracts Only)County Counsel Sandra DuffCounty Chair / Sheriff Wally DeanContract 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.											
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

Multnomah County / Oregon State Police
Intergovernmental Agreement
for the 1996 CAMI Grant

January 19, 1996

The Oregon State Police (OSP) and the County of Multnomah by and through Multnomah County District Attorney's office (MCDA) agree as follows:

A. GENERAL SCOPE

The CAMI Grant provides funding from the Child Abuse Multidisciplinary Intervention Account to Multnomah County District Attorney's office in accordance with the grant application and award documents.

Chapter 190 of the Oregon Revised Statutes provides for intergovernmental agreements. Therefore, the MCDA and the OSP agree to the following:

1. OSP agrees to provide officers specially trained in conducting child abuse investigations during evening hours and on weekends to respond to child abuse referrals.

2. OSP shall submit invoices up to a maximum of \$4,000 for evening and weekend overtime worked by officers conducting child abuse investigations on a quarterly basis as follows:

January 1, 1996 - March 31, 1996	By 4/22/96
April 1, 1996 - June 30, 1996	Estimate by 7/1/96
	By 7/22/96
July 1, 1996 - September 30, 1996	By 10/21/96
October 1, 1996 - December 31, 1996	Estimate by 12/31/96
	Final by 1/20/97

3. OSP shall have administrative authority for the establishment of standards and performance of the detectives assigned to child abuse investigations.

4. In the event of a dispute between the parties as to the extent and the nature of the duties and function of the OSP officers assigned to child abuse investigations, the resolution shall be made by the Chief of Police and the District Attorney or their delegated representatives.

5. Both parties are subject to the Oregon State Tort Claims Act, ORS 30.265, et. seq. The scope and limits of any and all liability for injury or damages property to any third person shall be imposed in accordance with this law.

B. TERM

This agreement shall extend from January 1, 1996 through and including December 31, 1996.

C. TERMINATION

1. This agreement may be terminated upon 60 days mutual written consent of the parties or upon 90 days written notice by one of the parties.

2. Termination under any provision of this paragraph shall not affect any rights, obligations, or liability of OSP or MCDA which accrues prior to such termination.

E. MODIFICATION

This agreement may be modified by mutual consent of the parties. Any modification to provisions of this agreement shall be reduced to writing and signed by the parties.

F. INTEGRATION

This agreement contains the entire agreement between the parties and supersedes all prior written and oral agreements.

G. NOTICES

All notices pursuant to the terms of this agreement shall be addressed as follows:

Notices to OSP:

Sgt. Jim Hinkley
Oregon State Police

Notices to the County:

Mike Schrunk, District Attorney
Multnomah County DA's Office

Oregon State Police

By: *[Signature]*

OSP Contracts Manager

Date 3/12/96

County of Multnomah, Oregon

By: *[Signature]*

Michael D. Schunk, District Attorney

Date 2-12-96

By: *[Signature]*

Beverly Stein, County Chair

June 20, 1996

Date

Reviewed by:

Laurence Kressel
County Counsel

By: *[Signature]*

Date: 6-12-96

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-3 DATE 6/20/96
DEB BOGSTAD
BOARD CLERK

BUDGET MODIFICATION NO.**DA # 07**(For Clerk's Use) Meeting Date **JUN 20 1996**
Agenda No. **C-4**1. REQUEST FOR PLACEMENT ON THE AGENDA FOR **June 20, 1996**

(Date)

DEPARTMENT **District Attorney**

DIVISION

CONTACT **Lisa Moore**TELEPHONE **248-3133**

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

SUGGESTED**AGENDA TITLE** (to assist in preparing a description for the printed agenda)**CAMI Grant increase in funding for January 1, 1996 - June 30, 1996 to cover on-going Child Abuse program costs in the District Attorney's multi-jurisdictional program.**

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

Personnel changes are shown in detail on the attached sheet

This budget modification increases the pass-through and indirect for the CAMI grant by \$74,041 to cover reimbursement of regional child abuse assessments performed by CARES, which is a part of the Legacy/Emanuel Hospital and Health Center network, and intergovernmental agreements to participating government agencies.

3. REVENUE IMPACT (Explain revenues being changed and reason for the change)

Additional grant revenue of \$74,041 will be received between January 1, 1996 and June 30, 1996 according to the new grant award. This will cover pass-through and indirect charges.

4. CONTINGENCY STATUS (to be completed by Budget & Planning)

Fund Contingency before this modification (as of _____)

Date

After this modification

\$

\$

Originated By

Date

Lisa Moore**06/12/96**

Department Director

Kelly Bacon

Date

06/12/96

Plan/Budget Analyst

Date

Kayne Baugher**6/12/96**

Employee Services

Date

Board Approval

Date

Wesley C. Baister**6/20/96**

BOARD OF
COUNTY COMMISSIONERS
96 JUN 12 PM 3:01
MULTNOMAH COUNTY
OREGON

EXPENDITURE
TRANSACTION

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	023	2437			6060			\$73,526		Pass-through
		156	023	2437			7100			\$515		Indirect
		100	023	9120			7700			\$515		Indirect to GF

TOTAL EXPENDITURE CHANGE

\$74,556	\$0
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REVENUE
TRANSACTION

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Revenue/ Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	023	2437			2339			\$74,041		CAMI grant
		100	023	7410			6602			\$515		Indirect to GF

TOTAL REVENUE CHANGE

\$74,556	\$0
----------	-----

Office Memorandum

MICHAEL D. SCHRUNK, District Attorney

TO: Board of County Commissioners

FROM: Michael D. Schrunk

DATE: June 12, 1996

REQUESTED PLACEMENT DATE: June 20, 1996

RE: CAMI Grant funding for 1996, Bud Mod #DA07
and CAMI intergovernmental agreements

I. Recommendation/Action Requested:
Approval of budget modification and intergovernmental agreements.

II. Background/Analysis:
Funding for the 1996 CAMI grant is a continuation of the DA's existing program. CAMI, Child Abuse Multi-Disciplinary Intervention, is a regional program with participation from local law enforcement, health care, and social service agencies including Multnomah County District Attorney's Office, State of Oregon Services to Children and Families, Oregon State Police, Gresham Police Department, Multnomah County Sheriff's Office, Portland Police Bureau, and Legacy Emanuel Health Center's CARES Program, which serves as the regional child abuse referral center.

This is late due to lengthy processing times of intergovernmental agreements between the District Attorney's office and participating governmental agencies.

Budget Modification #DA07 appropriates an additional \$74,041 in CAMI revenue to continue this program, and the contractual agreements with participating governmental agencies.

III. Financial Impact:
Budget modification #DA07 appropriates an additional \$74,041 revenue to the CAMI program.

IV. Legal Issues:
None

V. Controversial Issues:
None

VI. Link to Current County Policies:
The activities funded by this grant will enable the county to move closer to its urgent benchmark of reducing domestic abuse. Specifically, this grant will aid efforts to reduce the number of children abused or neglected.

VIII. Other Government Participation:
Other governmental agencies participating in this endeavor include Services to Children and Families, Oregon State Police, Gresham Police Department, Multnomah County Sheriff's Office, and the Portland Police Bureau.

BUDGET MODIFICATION NO.

MC50 13

(For Clerk's Use) Meeting Date JUN 20 1996
Agenda No. C-5

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT Sheriff's Office

DIVISION _____

CONTACT Larry AabTELEPHONE 251-2489

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD _____

SUGGESTED

AGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget modification requesting authorization to reclassify four positions in the Sheriff's Services Division.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes

accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☒ X

Personnel changes are shown in detail on the attached sheet

This modification will reclassify four positions in the Services Division. Approval of the reclassifications will allow some functions to be streamlined in the division. The modification will reclassify a Word Processing Operator to a Sheriff's Operations Technician Supervisor, and will move the position from the Office Automation Unit to the Law Enforcement Records Unit. It will also reclassify an Office Assistant 2 position to a Sheriff's Operations Technician position in the Law Enforcement Records Unit. It will reclassify a Word Processing Operator position to a Office Assistant 2 position, and move the position from Corrections Administration to the Payroll Unit. Lastly, it will reclassify a Equipment/Property Technician position to a Program Coordinator. This position will function as a lead at the Sheriff's warehouse. All of the reclassifications have been approved by our Personnel Analyst in Employee Services.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

None

BOARD OF
COUNTY COMMISSIONERS
96 JUN - 6 AM 10:39
MULTNOMAH COUNTY
OREGON

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of _____)

Date

After this modification

\$ _____

\$ _____

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

PERSONNEL DETAIL FOR BUDGET MODIFICATION NO.

mcs013

5. ANNUALIZED PERSONNEL CHANGES

(Compute on a full-year basis even though this action affects only a part of the fiscal year (FY).)

FTE Increase (Decrease)	POSITION TITLE	BASE PAY Increase (Decrease)	ANNUALIZED		TOTAL Increase (Decrease)
			Increase/(Decrease)		
			Fringe	Ins.	
					0
(1)	Delete a Word Processing Operator	(25,714)	(4,518)	(5,351)	(35,583)
1	Add a Sheriff's Operation Technician Supervisor	28,856	5,070	5,516	39,442
					0
(1)	Delete an Office Assistant 2	(22,092)	(3,882)	(5,162)	(31,136)
1	Add a Sheriff's Operations Technician	23,694	4,163	5,246	33,103
					0
(1)	Delete a Word Processing Operator	(23,970)	(4,212)	(5,261)	(33,443)
1	Add an Office Assistant 2	22,092	3,882	5,162	31,136
					0
(1)	Delete an Equipment Property Technician	(28,054)	(4,929)	(7,337)	(40,320)
1	Add a Program Coordinator	31,550	5,543	7,520	44,613
					0
					0
0	TOTAL CHANGE (ANNUALIZED)	6,362	1,117	333	7,812

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES

(Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this BudMod.)

Permanent Positions, Temporary, Overtime, or Premium		Explanation of Change	BASE PAY Increase (Decrease)	CURRENT FY		TOTAL Increase (Decrease)
				Increase/(Decrease)		
				Fringe	Ins.	
Permanent	Delete a .25 Word Processing Operator (3025)		(6,427)	(1,130)	(1,338)	(8,895)
Permanent	Add a .25 Sheriff's Operation Technician Supervisor (3503)		7,214	1,267	1,379	9,860
						0
Permanent	Delete a .25 Office Assistant 2 (3503)		(5,523)	(971)	(1,291)	(7,785)
Permanent	Add a .25 Sheriff's Operations Technician (3503)		5,924	1,041	1,312	8,277
						0
Permanent	Delete a .25 Word Processing Operator (3810)		(5,993)	(1,053)	(1,315)	(8,361)
Permanent	Add a .25 Office Assistant 2 (3027)		5,523	970	1,291	7,784
						0
Permanent	Delete a .85 Equipment/Property Technician (3028)		(24,057)	(4,227)	(6,292)	(34,576)
Permanent	Add a .85 Program Coordinator (3028)		27,055	4,753	6,449	38,257
						0
Permanent (Salary Savings)	Cut from 3933		(3,716)	(650)	(195)	(4,561)
						0
TOTAL CURRENT FISCAL YEAR CHANGES			0	0	0	0

BUDGET MODIFICATION NO

mcso 13

Expenditure

Transaction EB [] TRANSACTION DATE: _____

ACCOUNTING PERIOD: _____

BUDGET FY: _____

Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
100	025	3025			5100			(6,427)		
					5500			(1,130)		
					5550			(1,338)		
		3503			5100			7,615		
					5500			1,337		
					5550			1,400		
		3810			5100			(5,993)		
					5500			(1,053)		
					5550			(1,315)		
		3027			5100			5523		
					5500			970		
					5550			1291		
		3028			5100			2998		
					5500			526		
					5550			157		
		3933			5100			-3716		
					5500			-650		
					5550			-195		
									0	Total Expenditure Change

Revenue

Transaction RB [] TRANSACTION DATE: _____

ACCOUNTING PERIOD: _____

BUDGET FY: _____

Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
									0	Total Revenue Change

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Sheriff Dan Noelle

TODAY'S DATE: 5/13/96

REQUESTED PLACEMENT DATE: ASAP

RE: Budget Modification

I. Recommendation/Action Requested:
Approval of a budget modification.

II. Background/Analysis:

This modification will reclassify four positions in the Services Division. After the reclassifications are approved, the job duties will more closely match the needs of the Sheriff's Office. Two clerical positions will be reclassified and moved to the Police Records Unit. Clerk coverage will be enhanced, and supervision will be provided on all three shifts.

A position that is currently performing payroll duties will be reclassified to a more appropriate job title and moved to the Payroll Unit.

These reclassifications will be effective 4/1/96.

Lastly, an Equipment/Property Technician in the Equipment Unit will be reclassified to a Program Coordinator. The person occupying the position will perform supervisory duties at the Sheriff's warehouse. These reclassification will be effective 8/21/95.

III. Financial Impact:

The reclassifications will cost \$4,561 in 1995-96, and \$7,812 in 1996-97. This year, this funding will be taken from salary savings.

IV. Legal Issues:

None

V. Controversial Issues:

None

VI. Link to Current County Policies:

None

VII. Citizen Participation:

None

VIII. Other Government Participation:

None

MEETING DATE: JUN 20 1996

AGENDA #: C-6

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA between the Sheriff's Office and Oregon Dept of Transportation

BOARD BRIEFING: DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: June 20, 1996
~~April 25, 1996~~

AMOUNT OF TIME NEEDED: 10 minutes

DEPARTMENT: Sheriff's Office

DIVISION: Enforcement

CONTACT: Larry Aab

TELEPHONE #: 251-2489

BLDG/ROOM #: 313/231

PERSON(S) MAKING PRESENTATION: Larry Aab, Sgt Dave Hadley

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Intergovernmental Agreement between Oregon Dept of Transportation and the Sheriff's Office, Contract #800796, Grant Project #J7-96-12-28, to involve a multi-agency effort to enhance DUII Enforcement in Multnomah County.

6/24/96 ORIGINALS (1) to Larry AAB

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT MANAGER: Mueli R. Fuij

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

BOARD OF
COUNTY COMMISSIONERS
JUN 13 AM 11:25
MULTNOMAH COUNTY
OREGON
**REGULAR
CONSENT**

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Contract # 800796

Prior-Approved Contract Boilerplate: Attached: Not Attached:

Amendment # _____

CLASS I <input type="checkbox"/> Professional Services under \$25,000 <input type="checkbox"/> Intergovernmental Agreement under \$25,000	CLASS II <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	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement over \$25,000 APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-6</u> DATE <u>6/20/96</u> DEB BOGSTAD BOARD CLERK
--	---	---

Department: SHERIFF'S OFFICE Division: ENFORCEMENT

Date: APRIL 8, 1996

Contract Originator: SGT DAVE HADLEY Phone: _____

Bldg/Room: 313/

Administrative Contact: LARRY AAB Phone: 251-2489

Bldg/Room: 313/231

Description of Contract:

A MULTI-AGENCY EFFORT TO ENHANCE DUII ENFORCEMENT IN MULTNOMAH COUNTY.
PROJECT #J7-96-12-28.

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

Exemption Expiration Date: _____

ORS/AR #: _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name: <u>OREGON DEPT OF TRANSPORTATION</u> Mailing Address: <u>MILL CREEK OFFICE BUILDING</u> <u>555 13TH STREET NE</u> <u>SALEM OR 97310</u> Phone: _____ Employer ID# or SS#: _____ Effective Date: <u>UPON EXECUTION</u> Termination Date: <u>SEPTEMBER 30, 1996</u> Original Contract Amount: <u>\$ 97,000</u> Total Amt of Previous Amendments: \$ _____ Amount of Amendment: \$ _____ Total Amount of Agreement: \$ _____	Remittance Address (if different): _____ _____ _____ Payment Schedule _____ Terms _____ <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other <input type="checkbox"/> Requirements contract - Requisition Required Purchase Order No. _____ <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>
---	--

REQUIRED SIGNATURES:

Department Manager: *Merlin R. Tully*

Date: 4-11-96

Purchasing Manager: _____

Date: _____

(Class II Contracts Only)

County Counsel: *[Signature]*

Date: 6/12/96

County Chair: *[Signature]*

Date: June 20, 1996

Sheriff: *[Signature]*

Date: 4/10/96

Contract Administration: _____

Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB ORG	REPT CATEG	LGFS DESCRIP	AMOUNT	IN CE EC
01	156	025	3312		7DVI	2017					
02											
03											

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

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance

OREGON DEPARTMENT OF TRANSPORTATION
TRANSPORTATION SAFETY SECTION

TRANSPORTATION SAFETY PROJECT SUMMARY

1. Agency/Jurisdiction Multnomah County Sheriff's Office
2. Project Title Enhanced DUII Enforcement Project
3. Project No. J7-96-12-28 Project Period: From 2/2/96 To 9/30/96
4. Project Description: A cooperative, well publicized, and highly visible multi-agency effort will be made to enhance DUII enforcement in Multnomah County. This will be accomplished through DUII saturation patrols during high risk holidays, as well as increased DUII patrol hours throughout the course of the project in areas designated as having a high potential for nighttime fatal and injury accidents. Educational efforts will specifically target members of the Hispanic Community, high school students in five East Multnomah County high schools, and convenience store owners and employees.
5. Objectives
 - a. Reduce alcohol and drug related injury and fatal collisions in selected areas of Multnomah County by 20% from 871, the average for the 1990-1995 period, to 697 during the 12 month period starting February 2, 1996 and ending September 30, 1996.
 - b. To make 90 DUII arrests by grant participants for the period February 2, 1996 to September 30, 1996.
 - c. Conduct 10 multi-agency enforcement saturation patrols in designated areas of Multnomah County by September 30, 1996.
 - d. Maintain DUII arrests for the Multnomah County Sheriff's Office.
 - e. Provide 50 hours of education and training to high school students in five East Multnomah County High Schools regarding seat belt use, child safety seat use, and DUII laws.
 - f. Make 125 informational contacts to members of the Hispanic Community in Multnomah County regarding DUII laws, liability insurance requirements, seat belt use, and child safety seat usage. Printed materials provided by the Oregon Department of Transportation will be disseminated to these contacts.
 - g. Make 50 informational contacts to convenience store owners and employees regarding the sale of alcohol to minors.
 - h. To increase citations for violation of the seat belt law from 50, the level for the 1995 calendar year, to 75 by September 30, 1996.
6. Project Director Larry Aab Title Fiscal Manager
Street/P.O. 12240 NE Glisan Telephone (503) 251-2480-2489
City Portland Zip Code 97230 FAX (503) 251-2663-2439
7. Project Coordinator Sgt. Dave Hadley Telephone pager (503) 948-2901

8. Grant Manager Debra Downey

9. Recommended Budget

TSS	\$ <u>97,000</u>	<u>58%</u>
Match	\$ <u>70,783</u>	<u>42%</u>
Total	\$ <u>167,783</u>	<u>100%</u>

10. Approval/Award Summary

a. OTC Approval:	Date: <u>8/16/95</u>	TSS \$ <u>—</u>	Match \$ <u>—</u>
b. Federal (HSP) Approval:	Date: <u>1/8/96</u>	TSS \$ <u>105,000</u>	Match \$ <u>35,000</u>
c. Final Award Letter:	Date: <u>3/6/96</u>	TSS \$ <u>97,000</u>	Match \$ <u>70,783</u>
d. Grant Adjustment 01:	Date: _____	TSS \$ _____	Match \$ _____
e. Grant Adjustment 02:	Date: _____	TSS \$ _____	Match \$ _____

I. INTRODUCTION

A. General Information

Multnomah County is Oregon's most populous urban county. Within the county's boundaries are six incorporated cities, the largest being Portland with a population of 620,000 and the smallest being Maywood with a population of less than 1,000.

The county is a commercial, industrial and cultural hub, making it a crossroad destination for a wide variety of commercial and pleasure motor vehicles. The county is crossed by three major interstate highways: I-5 running north and south, I-84 running east and west and I-205 running north and south as a bypass of downtown Portland. I-5 and I-205 cross the Columbia River via the Interstate and Glenn Jackson bridges.

In 1994, 450,000 passenger vehicles were registered in Multnomah County. This number is compounded by tourists visiting the many attractions in and around Multnomah County, including Multnomah Falls, which plays host to over 1 million visitors each year.

B. TSS Grants Received During the Last Five Years:

- a) 1990 90-AL-11-62 \$112,439
- b) 1991 J6-91-11-62 \$119,147
- c) 1992 J6-92-11-62 \$ 67,700

The above grants were utilized for DUII enforcement.

II. PROBLEM STATEMENT

A. What is the Problem?

In 1994, there were 6,498 injury motor vehicle accidents reported in Multnomah County. An additional 48 resulted in fatalities. Of these fatal and injury accidents, 877 occurred at night. In calendar year 1995, unincorporated Multnomah County incurred thirteen motor vehicle fatalities. Consumption of alcohol by drivers under 21 years of age and excessive speed played a significant role in these fatalities.

The population of Multnomah County is 620,000. Therefore, the rate of injury and fatal vehicle accidents per 1000 populations is 10.56. This is clearly a much higher rate than is experienced statewide.

B. What is currently being done to solve the problem and by whom?

The Multnomah County Sheriff's Office is working hard to reduce DUII related motor vehicle accidents. In 1994, the Multnomah County Sheriff's Office dedicated the efforts of two (2) full time Deputies and one (1) full time Sergeant, exclusively to DUII Enforcement. In 1995, these officers made 325 arrests for DUII, and issued 1,296 DUII enforcement related citations. This effort was made in spite of a major reduction in patrol positions made by transfer to the city of Portland and patrol area through annexations.

The deputies in this unit also serve as Field Training Officers for new enforcement deputies, teaching Standardized Field Sobriety Testing and enhancing DUII detection skills among patrol personnel. Both deputies in the DUII Enforcement Team are certified as Drug Recognition Experts by the Oregon State Police and the National Highway Traffic Safety Administration. The Sergeant in this unit has completed the instruction phase of DRE training and is presently in the certification phase. Additionally, members of the DUII Enforcement Team are certified PUC Level II Commercial Vehicle inspectors and Fatal/Injury motor vehicle accident investigators.

III. OBJECTIVES

- a. Reduce nighttime injury and fatal collisions in Multnomah County by 20% from 871, the average for the 1990-1995 period, to 697 during the 12 month period starting October 1, 1995, and ending September 30, 1996.
- b. Make 90 DUII arrests for the period February 1, 1996 to September 30, 1996 by personnel utilizing TSS funds.
- c. Conduct 10 multi-agency enforcement saturation patrols in designated areas of Multnomah County by September 30, 1996.
- d. Maintain DUII arrests for the Multnomah County Sheriff's Office at or above 344, the level for the period October 1, 1994 through September 30, 1995.
- e. Provide 50 hours of education and training to High School students in five east Multnomah County High Schools regarding seat belt use, child safety seat use and DUII laws by September 30, 1996.
- f. Make 125 informational contacts to members of the Hispanic Community in Multnomah County regarding DUII laws, liability insurance requirements, seat belt use, and child safety seat usage by September 30, 1996.

g. Make 50 informational contacts to convenience store owners and employees regarding the sale of alcohol to minors by September 30, 1996.

h. Increase citations for violation of the seat belt law from 50, the level for the 1995 calendar year, to 75 by September 30, 1996.

IV. PROPOSED ACTIVITIES

A. Major Activities

As envisioned, a cooperative and highly visible multi-agency effort will be made to enhance DUII enforcement in Multnomah County. This will be accomplished in three ways. First, through multi-agency DUII saturation patrols during high risk holidays, such as New Years Eve, St. Patrick's Day, Memorial Day weekend, Independence Day, Labor day, Halloween, Super Bowl Sunday, and during the Christmas Holidays.

In addition to the Multnomah County Sheriff's Office, other agencies participating in this cooperative effort will include the Oregon State Police, Portland Police Bureau, Troutdale Police Department, Gresham Police Department, and the Fairview Police Department. The Multnomah County Sheriff's Office Public Information Officer will work closely with local media so as to maximize public awareness of these efforts.

Officers and Deputies trained in DUII enforcement techniques, including Standardized Field Sobriety Testing and Drug Recognition Training will be made available, on an overtime basis, to patrol specific areas of Multnomah County designated as having a high rate of nighttime injury and fatality collisions. These efforts will supplement the current efforts of the DUII Enforcement Team.

Finally, approximately 100 hours will be devoted to community education. Initially, three specific community groups will be targeted. The first group will include High School students enrolled in east Multnomah County High Schools, including Gresham High School, Centennial High School, Sam Barlow High School, Reynolds High School, and Corbett High School. These contacts will emphasize DUII laws, seat belts usage and the proper use of child safety seats. The Project Director will work closely with established School Resource Officers from the Gresham Police Department and the Multnomah County Sheriff's Office to reach as many students as possible with this safety message.

This educational effort will also target the Hispanic Community in high density population areas and areas with a high concentration of Hispanic employees, with an emphasis on licensing, liability insurance requirements and DUI laws.

An informational campaign utilizing printed materials and information available through the Oregon Department of Transportation and the Oregon Liquor Control Commission will be delivered to the local area convenience stores in an attempt to reduce the sales of alcohol to minors.

The radar equipment made available in this grant will be utilized by officers to monitor specific areas designated as having a high potential for accidents resulting from excessive speed.

The video equipment supplied through this grant will be utilized by qualified participants to record driving by suspected DUI drivers, and to record a driver's reaction during roadside Field Sobriety Tests. In-car video systems have been in operation within the Multnomah County Sheriff's Office DUI Enforcement Team with great success since 1992. A portion of this video equipment will be utilized in the Intoxilizer Room in the Multnomah County Sheriff's Office to record Field Sobriety Testing within that setting and to record the reaction of drivers throughout the administrative process.

B. Coordination

Officers from the Oregon State Police, Portland Police Bureau, Troutdale Police Department, and the Fairview Police Department will join Deputies of the Multnomah County Sheriff's Office in the completion of activities outlined in this project.

Officers from each of these agencies will be encouraged to participate in the educational efforts directed at high school students, and the Hispanic Community. All participating officers will be required to make face to face contacts with convenience store owners and employees while participating in this project. Letters of Commitment from these agencies are included as Exhibit C.

C. Continuation

As envisioned, the Multnomah County Sheriff's Office will continue to participate in ongoing DUII saturation patrols during designated holidays. Further, educational and informational material developed as a result of this grant, will continue to be made available to High Schools, members of the Hispanic community and local area convenience store owners and employees.

V. EVALUATION PLAN

A. Evaluation Plan

1. Were nighttime injury and fatal collisions in of Multnomah County reduced by 20% from 871, the average for the 1990-1995 period, to 697 during the 12 month period starting February 1, 1996 and ending September 30, 1996?
2. Were 90 DUII arrests made by officers participating in this project from the period February 1, 1996 to September 30, 1996?
3. Were 10 multi-agency enforcement saturation patrols conducted in designated areas of Multnomah County by September 30, 1996?
4. Were DUII arrests for the Multnomah County Sheriff's Office at or above 344, the level for the period October 1, 1994 to September 30, 1995?
5. Were 50 hours of education and training provided to High School students in East Multnomah County High Schools regarding seat belt use, child safety seat use and DUII laws by September 30, 1996?
6. Were 125 informational contacts made to members of the Hispanic Community in Multnomah County regarding DUII laws, liability insurance requirements, seat belt use, and child safety seat usage by September 30, 1996?
7. Were 50 informational contacts made to convenience store owners and employees regarding the sale of alcohol to minors by September 30, 1996?
8. Were citations for violation of the seat belt law increased from 50, the level for the calendar year 1995 to 75 by September 30, 1996?

B. Data Requirements

1. Data to be collected

C. Evaluation Design

Deputies and Officers assigned to this project will maintain a daily activities log. This log will record achievement of performance objectives on an ongoing basis. The Project Director will compile statistical information monthly and prepare a quarterly report from these logs.

D. Project Evaluation Preparation

A Project Evaluation will be submitted to TSS following the requirements given in the Agreements and Assurances, Section B, Paragraph 6.

VI. BUDGET AND COST SHARING

See enclosed budget.

VI. BUDGET AND COST SHARING

Agency/Project Title: Multnomah County Sheriff's Office DUII Enforcement Project

Project Number: J7-96-12-28

Project Period: From Feb-96 to Sep-96

(Office Use Only)

Grant Adjustment No:

Grant Adjustment Date:

Project Year (1-2-3) 1

This form should include all budget information. If additional information is required for clarity, please include on a separate page referencing appropriate budget item.

1. **Salaries and Wages***

- a. Staff assigned to project
 - 0.6 FTE Supervisor @ \$5021/mo x 8 = \$24,101
 - 0.05 FTE Op Tech @ \$ 2402/mo x 8 = \$961
 - 0.05 FTE PIO @ \$4645 x 8 = \$1858
 - 0.25 FTE WordPro @ \$2477 x 8 = \$4954
- b. 330 Overtime hours @ \$40/hr = \$13,200 (TSS)

2. **Employee Benefits**

3. **Equipment (including films)**

- a. Video Systems @ \$2200 ea X 3= \$6600.
- b. Radar Systems @ \$2400 ea X 3= \$7200
- c. Mobile Data Terminals @ \$5350 ea X 3= \$16,050.
- d. Mobile Radios @ \$2200 ea X 3= \$6600.
- e. Portable Radios @ 2400 ea x 3 = \$7200

4. **Materials/Printing (specify item/quantity/cost of each)**

- a. Reports (Title:
- b. Brochures (Title:
- c. Other (Specify:

TSS FUNDS	MATCH	TOTAL
\$13,200	\$31,874	\$45,074
	\$9,059	\$9,059
\$13,800	\$29,850	\$43,650
		\$0

* Job descriptions for all positions assigned to grant .25 FTE or more must be included in Exhibit B.

** TSS approval required before expenditures occur.

VI. BUDGET AND COST SHARING

page 2

J7-96-12-28

5. Overhead/Indirect Costs*** (match only)

6. Other Project Costs

Travel In-State

Travel Out-of-State (specify what/where)

Office Expenses (supplies, photocopy, telephone, postage)

Other Costs (specify)

a.

b.

c.

7. Consult/Contractual Services **(specify)

Oregon State Police \$10,000

Portland Police Bureau \$27,500

Gresham Police Dept. \$22,500

Troutdale Police Dept. \$5,000

Fairview Police Dept. \$5,000

TOTAL

TSS FUNDS	MATCH	TOTAL
		\$0
		\$0
		\$0
		\$0
		\$0
\$70,000		\$70,000
\$97,000	\$70,783	\$167,783

COST SHARING SUMMARY

1. TSS Funds	\$97,000	58%
2. State (match)		
3. Local (match)	\$70,783	42%
4. Other (specify source):		
5. TOTAL COSTS	\$167,783	100%

*** Not eligible for TSS funding, but may be used as match. Use no more than 10% of item A.1., salaries, or use actual indirect costs and provide documentation.

VII. EXHIBITS

- A. Exhibit A: Data Table**
- B. Exhibit B: Job Descriptions**
- C. Exhibit C: Letters of Commitment**
- D. Exhibit D: Conditions of Approval**

Exhibit A: Data Table

Data Element	State Data					Local Data (Specify Source)			
	1990	1991	1992	1993	1994	1990	1991	1992	1993
1. Accidents (Jurisdiction)*									
a. F&I				393	393				
b. Nighttime F&I				76	76				
c. DUI Arrests				364	364				
2. Accidents (County)									
a. F&I	6904	5939	6150	6201	6546				
b. Nighttime F&I	1095	838	864	883	877				
c. Total Fatalities (FARS)	70	58	53	70	55				
d. Total of C due to Alcohol (FARS)	42	27	26	39	21				
USE LOCAL DATA TO COMPLETE THIS SECTION									
	October-December		January-March		April-June		July-September		Total f
	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned
3. Accidents (Jurisdiction)*									
a. F&I (local data)									
b. Nighttime F&I									
c. Total Fatalities									
d. Total of C due to Alcohol									
4. Accidents (County)									
a. F&I			1310		1312		1312		5240
b. Nighttime F&I			175		176		176		702
c. Total Fatalities			11		11		11		44
d. Total of C due to Alcohol			5		6		7		18
5. Arrests (TSD-paid officers)									
a. Total DUI Arrests			20		30		40		90
1. DUI Arrests under 21									
b. DWS misdemeanor			50		50		50		150
c. DWS felony			10		10		10		30
d. Minor in Possession			10		10		10		30
1. 13-17									
2. 18-20									
e. Safety Belt Law			10		10		10		30
6. Arrests (Department)									
a. Total DUI Arrests			115		115		115		344
1. DUI Arrests under 21									
b. DWS misdemeanor			277		277		277		832
c. DWS felony			45		45		45		136
d. Minor in Possession			15		15		15		45
1. 13-17									
2. 18-20									
e. Safety Belt Law			16		17		17		50
7. Arrests (Total)									
a. Total DUI Arrests			145		145		144		434
1. DUI Arrests under 21									
b. DWS misdemeanor			327		327		327		982
c. DWS felony			55		55		55		166
d. Minor in Possession			25		25		25		75
e. Safety Belt Law			27		27		27		80
8. Arrests (Total for county)									
a. Total DUI Arrests									
1. DUI Arrests under 21									
b. DWS misdemeanor									
c. DWS felony									
d. Minor in Possession									
1. 13-17									
2. 18-20									
e. Safety Belt Law									
Add data elements to track additional objectives here:									
1. High School Presentations			16		17		17		50 hours
2. Convenience Store Contacts			16		17		17		50
3. Hispanic Community Contacts			41		42		42		125
4. Saturation Patrols			3		4		3		10

Shaded areas to be filled in by grantee and returned with application.

*For county enforcement agencies this figure is county total minus major cities. This means you must contact city and state police for data each quarter

Exhibit B

Job Descriptions

A. Deputy Sheriff

1. General Statement of Duties

This is law enforcement work involving patrolling an assigned area in a radio equipped car to prevent and/or investigate law violations and accidents and provide other community services.

Employees occupying positions in this class investigate criminal cases, collect information on criminal activities, apprehend criminals, investigate accidents, issue traffic citations, and testify in court. Employee must also manage non-criminal actions such as conflict resolution, social service, and first-aid. Some employees perform work of a non-sworn nature in support services. Employees in this class are expected to deal with a wide variety of situations independently, maturely, and with discretion.

2. Examples of Principal Duties

Drives patrol car in assigned area; surveys area for activity which appears irregular or suspicious; enters and inspects businesses, residences, and areas of known criminal activity.

Observes traffic activity and conditions; cites or warns violators; operates intoxilizer; operates radar equipment

Talks to residents of patrol areas; provides information and referral; checks on well being of individuals.

Investigates alleged crimes, accidents and suspicious activities; interviews victims, suspects, and witnesses; finds, identifies, and preserves physical evidence; apprehends and arrests criminals on warrant or probable cause; assists in preparation for court and testifies in court.

Collects information on criminal activities; elicits information from citizens.

Investigates and/or controls complaints involving family disputes, removing inebriates, excessive noise, runaways, mentally ill persons or incorrigible juveniles; provides first aid for injuries, illness, drug overdose or attempted suicides.

Prepares and writes extensive police reports; correspondence, staff reports and related documents; maintains daily log of all activities.

Some employees in this class may work in Detective, Crime Prevention, communications, Training, Planning, River Patrol, or other units.

B. Word Processing Technician

1. Definition:

To operate word processing equipment to create a carat of documents from dictation or rough draft; and to perform a variety of general clerical duties.

2. Duties:

Operate word processing equipment to set up and create a variety of documents including letters, memos, contracts budgets, statistical tables, forms, reports, and legal documents; transcribe from rough draft or machine recording; print documents and check printers for proper operation; proof read documents for proper spelling, punctuation, grammar, and format; collect and distribute documents to originators.

Prioritize workload; maintain production log and workload statistics; maintain document filing system on word processing equipment; file and retrieve documents onto diskettes; delete documents that are no longer needed; prepare and update glossaries; convert documents from one system to another.

Answer questions from originators about status of work in progress, capabilities of the equipment; location of documents and similar matters.

Operate a variety of reproduction equipment to copy documents.

May perform a variety of general clerical duties such as typing, filing, answering phone, and acting as receptionist on an occasional basis.

Perform related duties as assigned.

C. Operation's Technician

1. Definition:

To perform a wide variety of clerical and technical duties involved in processing and maintaining police and corrections records.

2. Duties:

Retrieve, interpret, confirm, code and record data from a variety of records such as court orders, teletypes, warrants and police reports into a number of different automated and manual systems; determine if necessary information is available to process record; interpret records; confer with originating agency to clarify data if necessary.

Provide information to the public, police officers, judges, attorneys, inmates and others in person, by telephone, by correspondence and by police radio.

Approve requests for legal review and release of public records.

Retrieve and disseminate information contained in a variety of automated and manual systems; search records and prepare reports.

Interpret data contained records to determine appropriate disposition of inmates, authority to release vehicle or other decisions which have a large consequence of error.

Calculate release dates and credit for time served for inmates.

Communicate with other police agencies, courts and other interested parties in person, by radio, by telephone and by teletype; notify other agencies of updated information when appropriate, exchange and confirm information.

Maintain logs and other records; collect bail and other payments; issue receipts; maintain financial records.

Prepare numerical and summary reports on items such as workload or unprocessed records.

Prepare written documentation regarding unusual circumstances; appear in court and/or other hearings to testify regarding sheriff's records, their processing and related activities.

Assist in training new employees; review and draft work procedures, post orders and related documents.

Perform a variety of general clerical duties including filing and copying documents, and acting as receptionist.

Perform related duties as assigned.

D. Public Safety Supervisor

1. General Statement of Duties:

This is a supervisory, administrative, investigative, and or staff support work within the Multnomah County Sheriff's Office.

Employees in this class may perform as a supervisor on an assigned shift by coordinating and assisting in the work of subordinate law enforcement personnel. In this capacity the employee is responsible for training, records and reports, investigation, enforcing personnel and labor contract provisions, and evaluating performance. Employees in this class may be assigned to an investigative unit, or may perform as an administrator, or staff support to an administrator. However, the emphasis in this class is on supervisory responsibility.

2. Examples of Principal Duties:

Supervises the activity of a specialized unit, team or small shift unit; plans, directs, and reviews work of subordinate uniform and supporting personnel engaged in training, tactical unit, juvenile, intelligence, criminal investigation and similar activities.

Provides on-the-job training for employees, assigns officers to basic work assignments and briefs them on specific assignments and key information, arranges for manpower and equipment; inspects subordinate personnel; patrols field area to review officers in the performance of duties; evaluates and prepares reports on employee performance; administers disciplinary actions.

Screens arrests to assure compliance with the law, departmental regulations, and rights of citizens; reviews and evaluates incident and activity reports submitted by subordinates; reports to the scene of serious incidents to supervise and coordinate police activities in accordance with the Department's policies and procedures.

Performs related work as required.

E. Public Information Officer

1. Definition

Liaison between members of the media (Press, Radio and Television) and the Multnomah County Sheriff's Office.

2. Duties

Performs various duties including reviewing incident reports generated by Deputies, Press Releases written and faxed to various members of the media, answering media questions regarding issues involving the Multnomah County Sheriff's Office, and answering general questions put forth by the public.

Exhibit C

Letters of Commitment

- A. Oregon State Police**
- B. Portland Police Bureau**
- C. Gresham Police Department**
- D. Troutdale Police Department**
- E. Fairview Police Department**

VII. AGREEMENTS AND ASSURANCES

Oregon

DEPARTMENT OF
STATE POLICE

PORTLAND
PATROL OFFICE

January 2, 1996

Oregon Department
of Transportation
Transportation Safety Section
555 12th Street, NE
Salem, OR 97310

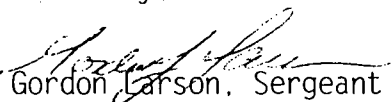
I am taking this opportunity to convey our support of the enhanced DUII enforcement project in Multnomah County. The Oregon State Police, working cooperatively with the Multnomah County Sheriff's Office, are committed to reducing the number of alcohol related motor vehicle accidents within Multnomah County.

Officers of the Oregon State Police who are highly skilled in the detection of the alcohol and drug impaired driver will actively participate in enforcement efforts funded through the proposed grant. In order to achieve the goal of a 25% reduction in injury and fatal motor vehicle collisions, the Oregon State Police will utilize the overtime funding and equipment received through the grant funds to aggressively pursue intoxicated drivers.

The Oregon State Police officers located in or near the Portland Metropolitan area will work in coordinated efforts with the Multnomah County Sheriff's Office to achieve all stated objectives of the DUII Project.

The Oregon State Police value their relationship with the Multnomah County Sheriff's Office and I am looking forward to working with you.

Sincerely,


Gordon Larson, Sergeant



P.O. Box 66470
Portland, OR 97290-6470
(503) 731-3020, ext. 222
FAX (503) 731-3029
V/TDD (503) 775-0548



CITY OF
PORTLAND, OREGON
BUREAU OF POLICE

VERA KATZ, MAYOR
Charles A. Moose, Chief of Police
1111 S.W. 2nd Avenue
Portland, Oregon 97204

January 4, 1996

Oregon Department of Transportation
555. 12th Street, NE
Salem, OR 97310

Dear Sir,

The Portland Police Bureau is committed to actively pursue the apprehension of DUII drivers. We will actively support the enhanced DUII enforcement project administered by the Multnomah County Sheriff's Office.

We in the Portland Police Bureau have an outstanding record in the detection and arrest of impaired drivers. We have a highly trained and motivated group of Officers whose primary mission is the interdiction of impaired drivers. We will assist the Multnomah County Sheriff's Office in their goal of reducing injury and fatal collisions by 25%.

The Portland Police Bureau intends to enter into an Inter-Governmental Agreement in support of all the goals of the MCSO DUII Project. We are looking forward to this opportunity to further reduce the suffering and damage caused by DUII drivers.

Sincerely,

ROY E. KINDRICK
Captain
Traffic Division

REK/MFR/mew



CITY OF GRESHAM

Police Department
1333 N.W. Eastman Parkway
Gresham, OR 97030-3813
(503) 661-3000

January 4, 1996

Oregon Department of Transportation
Transportation Safety Section
555 12th Street, N.E.
Salem, Oregon 97310

Please accept this letter as indication of support from the Gresham Police Department for the Multnomah County Sheriff's Office enhanced DUII Enforcement Project.

Should this grant be received, the Gresham Police Department Traffic Unit will work in conjunction with the Multnomah County Sheriff's Office to reduce injury and fatal motor vehicle accidents by 25%. We will aggressively pursue arrest and prosecution of intoxicated drivers and enhance juvenile education and prevention programs related to alcohol consumption.

The Gresham Police Department is excited about this opportunity and is hopeful for its success.

Sincerely,

A handwritten signature in dark ink, appearing to read "Carla C. Piluso", is written over the typed name.

Lieutenant Carla C. Piluso
Special Services Commander



CITY OF TROUTDALE

Jan. 2, 1996

Oregon Department of Transportation
Transportation Safety Section
555 13th Street NE
Salem, OR 97310

Attn: Larry Aab, fiscal manager

RE: Enhanced DUII Enforcement Project

Dear Mr. Aab

Troutdale Police Department was contacted recently by Sgt. Dave Hadley of Multnomah County Sheriff's Office regarding the Enhanced DUII Enforcement Project through your office and his efforts to reduce DUII-related motor vehicle accidents in Multnomah County.

This letter is to inform you that this department supports that effort and will be an active partner in MCSO's plan to enhance DUII enforcement in connection with the grant recently awarded.

We are looking forward to working with Sgt. Hadley and MCSO in a cooperative effort to actively reduce the number of alcohol- and drug-related accidents in East Multnomah County.

Sincerely

Mark Berrest, chief
Troutdale Police Department

CITY
OF

FAIRVIEW

300 HARRISON ST., P.O. BOX 337
FAIRVIEW, OREGON 97024
(503)665-7929 FAX 666-0888


January 4, 1996

Multnomah County Sheriff's Office
Sergeant Dave Hadley
12240 NE Glisan Street
Portland, OR 97230

Dear Dave:

I have just finished a review of the O.D.O.T. pre-application form regarding your Enhanced DUII Enforcement Project. The statement of the problem is very straight forward. The activities proposed to address this problem are accurately directed and well thought out. In east Multnomah County we are encountering what seems to be a rising tide of impaired drivers. At the very least, these impaired drivers are putting our safe and legal drivers and citizens at considerable risk. At the extreme they cause the loss of innocent lives that effect us all. I would like you to know that this project has my full support. In the near future I will contact you to determine how the Fairview Police Department can be involved, so that we may join forces to combat this common and ever present problem.

Sincerely,
CITY OF FAIRVIEW


Gilbert L. Jackson
Chief of Police

GLJ:klr



Exhibit D: Conditions of Approval

408 Funds

The agency receiving Section "408" Alcohol Traffic Safety Funds certifies that its existing level of expenditures from all other sources for its existing alcohol traffic safety activities will be maintained at or above the average level of such expenditures in FY 1981 and 1982.

410 Funds

The agency receiving Section "410" Alcohol Traffic Safety Funds certifies it will maintain its aggregate expenditures from all other sources for its drunk driving prevention programs at or above the average level of such expenditures in fiscal years 1990 and 1991.

Other Funds

VIII. AGREEMENTS AND ASSURANCES

The following Agreements and Assurances apply to all grants funded by the Transportation Safety Section (TSS), Oregon Department of Transportation:

A. General

1. The activity described in this grant is undertaken under the authority of Title 23, United States Code, Sections 153, 402-410, and is subject to the administrative regulations established by OMB Circulars A-21, A-87, A-122, A-128, A-133, 23 CFR Chapter II, 45 CFR Part 74, 48 CFR Part 31, 49 CFR Part 18, Part 19, and the Highway Safety Grant Funding Policy for NHTSA/FHWA Field-Administered Grants.
2. Any federal funds committed shall be subject to the continuation of funds made available to TSS by the National Highway Traffic Safety Administration (NHTSA) and the Federal Highway Administration (FHWA) by statute or administrative action.
3. The grantee shall ensure compliance with 49 CFR Part 18.42 which addresses retention and access requirements for grant-related records. The state, the federal grantor agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any books, documents, papers or other records of the grantee which are pertinent to the grant. These records must be retained for a period of three years starting on the date the grantee submits its final request for reimbursement for this grant.
4. Any obligation of grant funds extends only to those costs incurred by the grantee after authorization has been given to proceed with the particular part of the program involving costs.
5. Grant funds shall not be used for activities previously carried out with the grantee's own resources (supplanting).
6. Income earned through services conducted through the project should be used to offset the cost of the project and be included in Section VI, Budget and Cost Summary.
7. The grantee shall ensure that all grant-related expenditures are included as a part of entity-wide audits conducted in accordance with the Single Audit Act of 1984 (31 USC 7561-7). The grantee shall provide TSS a copy of all Single Audit Reports covering the time period of the grant award as soon as they become available. Federal funds received are Catalog of Federal Domestic Assistance (CFDA) number 20.600, State and Community Highway Safety Program
8. The grantee shall promptly reimburse TSS for any ineligible or unauthorized expenditures as determined by a state or federal review for which grant funds have been claimed and payment received.
9. The grantee and its contractors cannot use federal funds to influence federal employees, Members of Congress, and Congressional staff regarding specific grants. The grantee and its contractors must submit disclosure documentation when non-federal funds are used to influence the decisions of federal officials on behalf of specific projects. Signing this Agreement constitutes a certification of compliance with these lobbying restrictions.
10. The grantee, its subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656-017, which requires them to provide workers' compensation coverage for all their subject workers.
11. The grantee shall make purchases of any equipment, materials, or services pursuant to this Agreement under procedures consistent with those outlined in the Oregon Department of Administrative Services Administrative Rules (Oregon Administrative Rules, Chapter 125; and Oregon State Law, including ORS Chapter 279, and in particular ORS 279.312, ORS 279.314, ORS 279.316, and ORS 279.320).
12. The grantee shall defend, save and hold harmless the State of Oregon, including the Oregon Transportation Commission, the Oregon Transportation Safety Committee, the Department of Transportation, the Transportation Safety Section, and their members, officers, agents, and employees from all claims, suits, or actions of whatever nature arising out of the performance of this Agreement, except for claims arising out of the negligent acts or omissions of the State of Oregon, its employees, or representatives. This provision is subject to the limitations, if applicable, set forth in Article XI, Section 10 of the Oregon Constitution and in the Oregon Tort Claims Act, ORS 30.260 to 30.300.

B. Project Director's Responsibilities

The Project Director is responsible for fulfilling this Agreement and establishing and maintaining procedures that will ensure the effective administration of the project objectives. The Project Director shall:

1. Establish or use an accounting system that conforms to generally accepted accounting principles, and ensure that source documents are developed which will reliably account for the funds expended.
2. Maintain copies of job descriptions and resumes of persons hired for all project-related positions which are funded at 0.25 FTE or more.
3. Maintain records showing actual hours utilized in project-related activity by all grant-funded personnel and by all other staff personnel or volunteers whose time is used as in-kind match.
4. Complete a Quarterly Highway Safety Project Report, including a Data Table as provided in Section VII, Exhibit A. Each report must be signed by the Project Director and submitted to TSS by the tenth of the

month following the close of each calendar quarter for the duration of the grant period.

5. Submit a Claim for Reimbursement within 35 days of the end of the calendar quarter in which expenses were incurred, using the form provided by TSS. Copies of invoices and/or receipts for all specified items must be submitted to TSS on request with the Claim for Reimbursement. Claims may be submitted monthly, and must be submitted at least quarterly. Claims must be signed by the Project Director; duplicated signatures will not be accepted.
6. Prepare a project evaluation report in accordance with the Evaluation Plan described in the grant document. The report will be no more than ten pages and will include the following elements:
 - a. A summary of the project including problems addressed, objectives, major activities, and accomplishments as they relate to the objectives.
 - b. A summary of the costs of the project including amount paid by TSS, funded agency, other agencies, and private sources. The amount of volunteer time should be identified.
 - c. Discussion of implementation process so that other agencies implementing similar projects can learn from your experiences. What went as planned? What didn't work as expected? What important elements made the project successful or not as successful as expected?
 - d. Responses to Evaluation Questions. List each question and answer. Refer to Data Table.
 - e. Completed Data Table.

A final report must be submitted within 10 days following the last day of the grant period.

C. Project Revision

1. Any proposed changes in the project objectives, key project personnel, time period, or budget must be requested in writing, and receive the approval of TSS. A Grant Adjustment Form will be signed by both TSS and the grantee.
2. Any time extension in the project period must be requested at least six weeks prior to the end of the project period and approved by the federal grantor agency if federal funds are involved.

D. Non-Discrimination Assurance

1. The grantee and its contractors will comply with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended, and as implemented by 49 CFR parts 21 and 27, and with the Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and supplemented by Department of Labor regulations 41 CFR Part 60, and shall ensure that no person shall on the grounds of race, color, creed, sex or national origin be excluded from participation, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity under this project.

2. The grantee and its contractors shall ensure that employment and procurement of goods and services made in connection with the project will be provided without regard to race, color, national origin or handicap.
3. The grantee and its contractors shall take all necessary affirmative steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises and/or business enterprises owned and controlled by women have the maximum opportunity to compete for and to perform contracts.
4. The grantee and its contractors shall ensure that no otherwise qualified handicapped person shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity related to this grant.
5. The grantee shall ensure that any contracts and subcontracts awarded in excess of \$10,000 shall contain a provision requiring compliance with the standards set in paragraphs 1 through 4 of this section.

E. Contracts and Other Service Agreements

1. Any contracts or other service agreements that are entered into by the grantee as part of this project shall be reviewed and approved by TSS to determine whether the work to be accomplished is consistent with the objectives of the project, and whether the provisions of paragraphs 2 through 4 of this section are considered.
2. All contracts awarded by the grantee shall include the provision that any subcontracts include all provisions stated in this section or the provision that no subcontracts shall be awarded.
3. The grantee shall ensure that each contractor adhere to applicable requirements established for the grant and that each contract include provisions for the following:
 - a. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
 - b. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).
 - c. Access by the grantee, the state, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions. Grantees shall require contractors to maintain all required records for three years after grantees make final payments and all other pending matters are closed.

- d. Notice of grantor agency requirements and regulations pertaining to reporting, requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract, and requirements and regulations pertaining to copyrights and rights in data.
 - e. Requirements given in Section A. 9-12.
4. Where applicable, contracts shall include the following provisions.
- a. Termination for cause and for convenience by the grantee including the manner by which it will be effected and the basis for the settlement. (Contracts in excess of \$10,000)
 - b. Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and supplemented in Dept. of Labor regulations (41 CFR Part 60). (Contracts in excess of \$10,000)
 - c. Compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Dept. of Labor regulations (29 CFR Part 5). (Contracts in excess of \$2,500)
 - d. Bidders, proposers, and applicants must certify that neither they nor their principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any federal agency or department. (Contracts in excess of \$25,000)

F. Travel

1. The grantee shall keep a record of all significant travel. In-state trips outside the grantee's jurisdiction should be summarized on Quarterly Highway Safety Project Reports. Reimbursement will only be authorized for those travel expenditures specified in the grant budget.
2. All out-of-state travel must be approved by TSS. To receive authorization, the grantee shall submit a letter detailing the need, cost, and dates of travel at least two weeks prior to the planned departure date. Reports on out-of-state trips shall be submitted to TSS within two weeks of return.
3. Reimbursement will only be authorized for travel of persons employed by the grantee in project-related activities unless prior written approval is granted by TSS.

G. Development of Printed or Production Materials

1. The grantee shall provide TSS with draft copies of all materials developed using grant funds. TSS may suggest revisions and will approve production.
2. All brochures; course, workshop and conference announcements; and other materials that are developed and/or printed using grant funds shall include a statement crediting TSS and federal participation.

3. Materials produced through this project shall be provided to TSS for its use and distribution and may not be sold for profit by either the grantee or another party.

H. Equipment Purchased with Grant Funds

1. A Residual Value Agreement shall be completed and submitted to TSS if grant funds are used in whole or in part to acquire any material or equipment costing over \$5,000. A copy of the original vendor's invoice indicating quantity, description, manufacturer's identification number and cost of each item should be attached to the signed agreement. All equipment should be identified with a property identification number.
2. All material and equipment purchased shall be produced in the United States in accordance with Section 165 of the Surface Transportation Assistance Act of 1982 (Pub. L. 97-424; 96 Stat. 2097) unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this agreement.
3. Material and equipment shall be used in the program or activity for which it was acquired as long as needed, whether or not the project continues to be supported by grant funds. Ownership of equipment acquired with grant funds shall be vested with the grantee. Costs incurred for maintenance, repairs, updating, or support of such equipment shall be borne by the grantee.
4. If any material or equipment ceases to be used in project activities, the grantee agrees to promptly notify TSS. In such event, TSS may direct the grantee to transfer, return or otherwise dispose of the equipment.

I. Debarment

The grantee, in accepting this Agreement, certifies that the agency or its officials are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any state or federal agency or department.

J. Termination

1. The TSS may terminate this Agreement for convenience in whole or in part whenever:
 - a. The requisite state and/or federal funding becomes unavailable through failure of appropriation or otherwise; or,
 - b. The requisite local funding to continue this project becomes unavailable to grantee; or,
 - c. Both parties agree that continuation of the project would not produce results commensurate with the further expenditure of funds.
2. The TSS may, by written notice to grantee, terminate this Agreement for any of the following reasons:
 - a. The grantee takes any action pertaining to this Agreement without the approval of TSS and which under the provisions of this agreement would have required the approval of TSS; or,

- b. The commencement, prosecution, or timely completion of the project by grantee is, for any reason, rendered improbable, impossible, or illegal; or,
- c. The grantee is in default under any provision of this Agreement

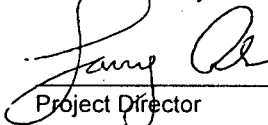
K. Conditions of Project Approval

Actions taken by the Oregon Transportation Safety Committee, if any, regarding conditions under which this project is approved are given in Section VII, Exhibit D. The grantee agrees to follow these conditions in implementing the project.

L. Contract Provisions and Signatures

It is understood and agreed that the grantee shall comply with all federal, state, and local laws, regulations, or ordinances applicable to this agreement and that this Agreement is contingent upon grantee complying with such requirements.

This Agreement shall be executed by those officials authorized to execute this Agreement on the grantee's behalf. In the event grantee's governing body delegates signature of the Agreement, grantee shall attach to this Agreement a copy of the motion or resolution which authorizes said officials to execute this Agreement, and shall also certify its authenticity.


Project Director

FISCAL MANAGER
Title

3/5/96
Date


Authorizing Government Official

Services Division Commander - MCSO
Title

3-5-96
Date

X 
Dan Noelle, Sheriff

4/12/96
Date

TO BE COMPLETED BY TSS

Project #: J7-96-12-28

Title: Enhanced DUII Enforcement Project

OTC approval date: 8/16/95

Total project cost: \$167,783

TSS grant funds: \$97,000

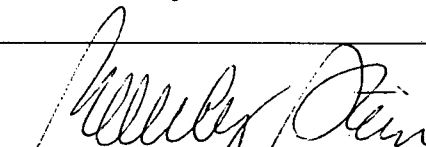
All matching funds: \$70,783

Match source(s): Mult. Co. Sheriff's Office

Authority to approve modifications to this agreement is delegated to the Transportation Safety Section grant manager


Manager, Transportation Safety Section
Oregon Department of Transportation


Date: 3/6/96


Beverly Stein, Chair

June 20, 1996
Date

REVIEWED:

Laurence Kressel, County Counsel for
Multnomah County, Oregon


Jacqueline Weber

4/12/96
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-6 DATE 6/20/96
DEB BOGSTAD
BOARD CLERK

BUDGET MODIFICATION NO.

MC90 #15

(For Clerk's Use) Meeting Date JUN 20 1996

Agenda No. C-7

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

(Date)

DEPARTMENT Sheriff's Office

DIVISION

CONTACT Larry Aab

TELEPHONE 251-2489

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

SUGGESTED

AGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget modification requesting authorization to add \$41,533 to the Sheriff's budget to allocate grant funds from the Oregon Department of Transportation for enhanced DUII patrol activities.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes

accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☐ Personnel changes are shown in detail on the attached sheet

This modification will add \$41,533 in grant funds from the Oregon Department of Transportation. The grant period is from the date of contract approval, through 9/30/96. The total amount of the grant is \$97,000, and will pay for overtime, equipment, and for the patrol services of five other jurisdictions. \$41,533 is the amount of the grant that will spent this fiscal year.

Indirect costs of \$972 were not included in the grant. This budget modification, if approved, will take the funds for indirect out of contingency, but the contingency account will be replenished when the indirect is paid.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Increase ODOT revenue \$41,533.

Increase general fund cash transfer to federal/state fund \$972.

Increase federal/state cash transfer to insurance fund \$177.

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
96 JUN 13 AM 11:41

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of

Date

\$

After this modification

\$

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

mcsd 15

Transaction EB [] TRANSACTION DATE: _____ ACCOUNTING PERIOD: _____ BUDGET FY: _____

Revenue
Transaction RB [] TRANSACTION DATE: _____ ACCOUNTING PERIOD: _____ BUDGET FY: _____

BUDMOD2.WK3

REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

Attachment to Bud Mod No. 15

3. Summary of request:

2. Amount requested from General Fund Contingency: \$ 972

1.

The budget modification is to add funds to the Sheriff's budget for a DUII grant with the Oregon Department of transportation. Indirect was not included in the request for funds, so we request that the \$972 in indirect costs come out of the general fund. The general fund will be repaid this amount in indirect revenue.

4. Has the expenditure for which this transfer is sought been included in any budget request during the past five years? no
If so, when?

If so, what were the circumstances of its denial?

5. Why was this expenditure not included in the annual budget process?

We had not yet applied for the grant.

6. What efforts have been made to identify funds from another source within the Department to cover this expenditure? Why are no other departmental sources of funds available?

All Sheriff's Office budgets are expected to be spent at 100%.

7. Describe any new revenue that this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.

The contingency account will be fully repaid with the indirect revenue.

8. This request is for a Quarterly, Emergency review.

9. FOR EMERGENCY REQUESTS ONLY: Describe in detail on an additional sheet the costs or risks that would be incurred by waiting for the next quarterly review, in justification of the emergency nature of this request.

10. Attach any additional information or comments you feel helpful.

Don [Signature]
Signature of Department Head/Elected Official

6/11/96
Date



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS**BEVERLY STEIN****DAN SALTZMAN****GARY HANSEN****TANYA COLLIER****SHARRON KELLEY****BUDGET & QUALITY****PORTLAND BUILDING****1120 S.W. FIFTH - ROOM 1400****P. O. BOX 14700****PORTLAND, OR 97214****PHONE (503)248-3883**

TO: Board of County Commissioners

FROM: Karyne Dargan

DATE: June 13, 1996

SUBJECT: Budget Modification MCSO #15

Budget Modification MCSO #15 requests \$972 from contingencies to cover indirect costs which were not included in the grant. The contingency account will be replenished when the indirect is paid. The Budget Office recommends approval of this Budget Modification.

Meeting Date: JUN 20 1996

Agenda No: C-8

ESTIMATED STARTING TIME 9:30

(Above space for Board Clerk's Office Use ONLY)

AGENDA PLACEMENT FORM

Subject: Revenue Contract #400316 with State Department of Human Resources for Senior Mental Health Project

BOARD BRIEFING Date Requested:
Requested by:
Amount of time:

REGULAR MEETING Date Requested: June ²⁰~~13~~, 1996
Amount of time: consent calendar

DEPARTMENT: Aging Services

DIVISION: Aging Services

CONTACT: Caroline Sullivan/Kathy Gillette

TELEPHONE: 248-3620

BLDG/RM #: 161/3rd floor

PERSON(S) MAKING PRESENTATION: Jim McConnell

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE

Approval of Revenue Contract #60011 (Multnomah County #400316) State of Oregon, Department of Human Resources, Senior and Disabled Services for Phase II of Senior Mental Health Project: Never Too Late in the amount of \$17,500 for the period April 1 1996 through June 30, 1997.

6/24/96 ORIGINALS to CAROLINE SULLIVAN

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

Cal Doyle J. McConnell

BOARD OF
COUNTY COMMISSIONERS
96 JUN 10 PM 2:02
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

AGING SERVICES DIVISION
AREA AGENCY ON AGING
421 S.W. 5TH, 3RD FLOOR
PORTLAND, OREGON 97204
SENIOR HELPLINE: (503) 248-3646 ADMINISTRATION: 248-3620
TDD: 248-3683 FAX: 248-3656

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: Beverly Stein, Multnomah County Chair
FROM: Jim McConnell
DATE: April 29, 1996
SUBJECT: Revenue Contract #60011 (MC#400326) with State Department of Human Resources, Senior and Disabled Services Division

Retroactive Status: This contract is retroactive to April 1, 1996. County processing has been delayed pending receipt of the final document from the State.

I. Recommendation: This is to recommend approval of the attached revenue contract #60011 (Multnomah County #400326) with State of Oregon Department of Human Resources, Senior and Disabled Services Division for funds in the amount of \$17,500 to provide services and support for elders with alcohol related illness as part of the NEVER TOO LATE Senior Mental Health Program for the period November 1, 1995 through June 30, 1997.

II. Background/Analysis: This contract provides second year funding for the NEVER TOO LATE Mental Health Special Projects grant from the State Senior and Disabled Services Division (SDSD). Phase I of the NEVER TOO LATE Project was carried out from October 1994 through June 1995. This contract is for Phase two and will include and evaluation and recommendations for continuation. The desired outcome from the grant is that persons age 60 and older who are hospitalized or in a nursing home for alcohol-related illness will enter recovery programs and gain the health and capacity to move to a lower level of care. The NEVER TOO LATE project is administered through the ASD Nursing Facilities Branch and implemented in consultation with ASD case managers and cooperating hospitals and care facilities.

III. Fiscal Impact: Funds in the amount of \$17,500 are available for the NEVER TOO LATE Project from this contract. A portion of these funds will be used as match to leverage an additional \$13,200 from federal Title XIX Medicaid funds. Additional budgeted federal Older Americans Act Funds in the amount of \$25,000 will be combined with these funds and in-kind contributions for a total project budget of \$66,200. A budget modification is in process to budget the SDSD funds.

IV. Legal Issues: NA

V. Controversial Issues: NA

VI. Link to Current County Policies: Supports current case management services budgeted and provided through Medicaid and Older Americans Act Programs and included in the annual plan for aging services. The project supports the Aging Services Department policy of assisting clients to live as independently as possible.

VII. Citizen Participation: Project reviewed and approved by the Governor's Commission on Mental Health and the AAA Committee of the Portland Multnomah Commission on Aging.

VIII. Other Government Participation: Reflects priority of SDSD to establish appropriate mental health services for older residents.



CONTRACT APPROVAL FORM (See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 400326³¹⁶
Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<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	<input checked="" type="checkbox"/> Intergovernmental Agreement Revenue APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-8</u> DATE <u>6/20/96</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department Aging Services Division _____ Date May 31, 1996

Contract Originator Caroline Sullivan/Kathy Gillette Phone 248-3620 Bldg/Room 161/3rd floor

Administrative Contact Caroline Sullivan/Kathy Gillette Phone 248-3620 Bldg/Room 161/3rd floor

Description of Contract Provides funds for NEVER TOO LATE project to support institutionalized elders with alcohol related illness to enter recovery programs and move to lower levels of care.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name Oregon Department of Human Resources
Senior and Disabled Services Division
 Mailing Address 500 Summer Street NE
Salem OR 97310-1012

Phone (503) 945-5822

Employer ID# or SS# _____

Effective Date April 1, 1996

Termination Date June 30, 1997

Original Contract Amount \$ 17,500

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 17,500

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 5-2-96

Date _____

Date 6/5/96

Date June 20, 1996

Date _____

REQUIRED SIGNATURES:

Department Manager Carl [Signature]

Purchasing Director
(Class II Contracts Only) Katie [Signature]

County Counsel [Signature]

County Chair / Sheriff [Signature]

Contract Administration
(Class I, Class II Contracts Only) [Signature]

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	011	1750			2391			Never too Late	17,500		
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

INTERGOVERNMENTAL AGREEMENT

This agreement is between the State of Oregon, acting by and through its Department of Human Resources, **Senior and Disabled Services Division**, hereafter called "DIVISION," and

**Multnomah County
Aging Services Division
421 SW 5th Avenue, 3rd Floor
Portland, OR 97204-2238**

hereafter called "ASD."

I. TERM

This agreement shall become effective on April 1, 1995, and shall expire, unless otherwise terminated or extended, June 30, 1997.

II. PURPOSE

As a part of the re-application process conducted through the DIVISION with the Mental Health and Alcohol and Drug Committee of the Governor's Commission on Senior Services, the decision was made to award the Multnomah County Senior Mental Health Project \$17,500 for the 1995-97 biennium to fund senior mental health activities. Multnomah County Aging Services Division will develop a Demonstration Project of Community Treatment for Seniors with alcohol and drug-related illness.

The target population will be ASD clients who are hospitalized, placed in nursing facilities to recover from alcohol/drug related problems, and who have been identified by case managers as most likely to return to the community.

III. STATEMENT of WORK

A trained, certified drug and alcohol counselor will provide the following services for a minimum of 10 alcohol-dependent elderly residents who, without treatment, are at high risk for recurring hospitalization and institutionalization:

1. Motivational counseling and treatment for the client;
2. Consultation and relocation care planning with case manager;



John A. Kitzhaber
Governor

500 Summer Street NE
Salem OR 97310-1012
Salem - (503) 945-5821
FAX - (503) 378-4324
TTY - (503) 945-5928

3. Linkage to and coordination with on-going treatment and community-based recovery support programs;
4. Training to help nursing facility staff support the clients in their treatment and recovery; and
5. Training to help adult foster homes and residential care facility staff support clients in their recovery.

IV. CONSIDERATION

DIVISION agrees to pay ASD \$17,500.00 for provision of the work as described in Statement of Work, above. Payment to ASD shall be made, following the month of service, upon DIVISION's receipt and approval of the quarterly reports. In no case shall payment be made later than forty-five (45) days after a proper claim for payment is received and approved by the DIVISION.

V. GENERAL PROVISIONS

A. Termination

1. This agreement may be terminated immediately by mutual consent of both parties, or by DIVISION upon 30 days notice, in writing, and delivered by certified mail or in person.
2. In addition, the DIVISION may terminate this agreement, in whole or in part, effective upon delivery of written notice to ASD, or at such later date as may be established by the DIVISION, under any of the following conditions:
 - a. If DIVISION funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services; or
 - b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.

B. Written Notice

All notices regarding this agreement should be sent to:

DIVISION

Joan Miller, Contracts Officer
Oregon Dept of Human Resources
Human Resources Building / 4th Floor
500 Summer Street NE
Salem, OR 97310-1004

MULTNOMAH COUNTY
AGING SERVICES DIVISION
Caroline Sullivan
421 SW 5th Avenue, 3rd Floor
Portland, OR 97204-2238

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-8 DATE 6/20/96
DEB BOGSTAD
BOARD CLERK

REVIEWED:
LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon
By Katie Gaetjers 6/15/96
Katie Gaetjers Date
Assistant County Counsel
5-30-96
Date

VI. SIGNATURES

By Beverly Stein 6/20/96
Beverly Stein, Multnomah County Chair Date

Carol DeLoe Jim McConnell
Multnomah County
Aging Services Division
Authorized Signature

Senior and Disabled Services Division
Administrator/Authorized Delegate

Date

REVIEWED/DHR Contracts Officer: Joan E. Miller 3/25/96
REVIEWED/SDSD Budget: Larry Benson 4-09-96
REVIEWED/SDSD Program/Policy: Cindy Hansen 4/02/96

MEETING DATE: JUN 20 1996

AGENDA NO: C-9

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Expenditure Agreement Between Oregon Health Sciences University and County Department of Community and Family Services, for Alcohol and Drug DUII/Driving Under the Influence of Intoxicants Information and Rehabilitation Programs.

BOARD BRIEFING

Date Requested: _____

Requested By: _____

Amount of Time Needed: consent

REGULAR MEETING

Date Requested: _____

Amount of Time Needed: _____

DEPARTMENT: Community and Family Services

DIVISION: _____

CONTACT: Lorenzo Poe/Norma Jaeger

TELEPHONE: 248-3691

BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Norma Jaeger

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Intergovernmental Agreement 301616 with Oregon Health Services University for Alcohol and Drug DUII/Driving Under the Influence of Intoxicants Information and Rehabilitation Programs.

6/24/96 ORIGINALS TO SARA fix

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

Lorenzo Poe ms

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF
COUNTY COMMISSIONERS
96 JUN 10 PM 2:03
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

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

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

TO: Beverly Stein, Multnomah County Chair

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

DATE: June 4, 1996

SUBJECT: Intergovernmental Agreement between the Department of Community and Family Services and the Oregon Health Sciences University-Addictions Treatment and Training Clinic

I. Recommendation/Action Requested: The Department of Community and Family Services recommends Board of County Commissioner approval of the attached contract with Oregon Health Sciences University-Addictions Treatment and Training Clinic, for the period July 1, 1996 through December 31, 1996.

II. Background/Analysis: The Department of Community and Family Services is contracting with Oregon Health Sciences University-Addictions Treatment and Training Clinic to purchase DUII program services and gambling addiction treatment. The Oregon Health Sciences University contract includes: hearing impaired interpreter services, DUII information and rehabilitation programs, DUII information and rehabilitation programs for hearing impaired and non-English speaking, and three alcohol and drug voucher services, including: enhanced alcohol and drug residential, drug outpatient, and synthetic opiate services. The funds for alcohol and drug voucher services comes from CSD and Target City. The funds for gambling addiction treatment come from State video poker revenues. The funds for DUII program services and hearing impaired interpreter services come from the State Office of Alcohol and Drug Abuse Programs.

III. Financial Impact: Funds for this contract are included in the Departmental budget. The total funding for this contract is \$251,110. plus requirements. This contract is for a period of one year. The contract is covered under: a) State Certification and RFPQ in process for alcohol and drug outpatient services which includes DUII Programs, exemption through 12/31/96, and b) RFPQ # R952-06-0137 for gambling addiction treatment, dated 6/96.

IV. Legal Issues: none

V. Controversial Issues: none

VI. Link to Current County Policies: These DUII programs address the Alcohol/Drug Diversion benchmark; 75% clients without a subsequent offence during the year following treatment.

VII. Citizen Participation: none

VIII. Other Government Participation: none

(See Administrative Procedures CON-1)

Amendment # 0

S:\ADMIN\CEU\CONT97\ATTC97.CAF

COMMUNITY AND FAMILY SERVICES DEPARTMENT
 CONTRACT APPROVAL FORM SUPPLEMENT
 Contractor : ADDICTIONS TREATMENT & TRAINING
 Vendor Code : 623502

Page 1 of 1
 6/4/96

Fiscal Year : 96/97

Amendment Number : 0

Contract Number : 100197

LINE	FUND	AGEN	ORG CODE	ACTIVITY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
51	156	010	1661	A17H	6060	9101X	A&D SMHD A&D Hearing Impaired Interpreter Service	Requirements		Requirement	\$5,000.00
56	156	010	1661	A66V	6060	9107F	A&D CSD East Project Team A&D Voucher Services	Requirements		Requirement	\$10,000.00
57	156	010	1661	A66V	6060	9109F	A&D CSD/MID Fam Supp Team A&D Voucher Services	Requirements		Requirement	\$10,000.00
58	156	010	1661	A66V	6060	9114F	A&D Target City Tx Enhancement A&D Voucher Services	Requirements		Requirement	\$10,000.00
54	156	010	1661	A68H	6060	9101X	A&D SMHD A&D DUI Info Hearing Impaired/Non- Eng-Speaking	Requirements		Requirement	\$0.00
52	156	010	1661	A68X	6060	9101X	A&D SMHD A&D DUI Information Program	Requirements		Requirement	\$0.00
55	156	010	1661	A78H	6060	9101X	A&D SMHD A&D DUI Rehab Hearing Impaired/Non-Eng Speaking	Requirements		Requirement	\$0.00
53	156	010	1661	A78X	6060	9101X	A&D SMHD A&D DUI Rehabilitation Program	Requirements		Requirement	\$0.00
01	156	010	1661	A81X	6060	9103S	A&D Vid Poker:Gambling Tx A&D Gambling Addiction Treatment	\$251,110.00		\$251,110.00	
TOTAL								\$251,110.00	\$0.00	\$251,110.00	\$35,000.00

CONTRACT FOR SERVICES
MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

#100197

TERM OF CONTRACT: From July 1, 1996 To: June 30, 1997
CONTRACTOR NAME: Oregon Health Sciences University - Addictions Treatment and Training Clinic TELEPHONE: 503-494-4745
CONTRACTOR ADDRESS: 621 SW Alder Street, Suite 520 IRS NUMBER: 93-1176109
Portland, Oregon 97204

This contract is between Department of Community and Family Services, acting on behalf of Multnomah County, a political subdivision of the State of Oregon, hereinafter referred to as "COUNTY", and Oregon Health Sciences University-Addictions Treatment and Training Clinic, hereinafter referred to as "CONTRACTOR".

This contract contains the following documents, which are herein incorporated by reference:

- | | | |
|-----------------|---------------------------------------|----------------|
| • Part A. | Statement of Work | Pages A1 - A2 |
| • Attachment A. | Service Elements and Contract Amounts | Pages 1-2 |
| • Part B. | General Conditions | Pages B1 - B11 |
| • Part C. | Programmatic General Conditions | Pages, AD1 |
| • Part D. | Certifications | Pages D1-D8 |
| • Part E. | Signatures | Page E-1 |

PART A. STATEMENT OF WORK

1. Services

CONTRACTOR agrees to provide services as summarized below and detailed in Attachment A: Service Elements and Contract Amounts. COUNTY agrees to reimburse CONTRACTOR for providing COUNTY-funded services under the payment terms and up to the amounts specified in Attachment A. As applicable, and subject to program instructions, by this reference made part of this contract, CONTRACTOR agrees to also provide Title XIX services within the service element(s) marked **State Payment** in Attachment A. For these Title XIX services, CONTRACTOR acknowledges its status as a Performing Provider under OAR 309-16-0000 through 0230. Payment rates and requirements are identified in the Oregon Mental Health and Developmental Disability Services Division's *Medicaid Rehabilitative Services Procedures Codes and Reimbursement Rates*. All funds identified **State Payment** are disbursed by the Oregon Office of Medical Assistance Programs (OMAP).

Service	Service Description (Procurement Authorization)
BEHAVIORAL HEALTH PROGRAM	
Hearing Impaired Interpreter Services	Hearing Impaired Interpreter Services is a service element developed by the State office of Alcohol and Drug Abuse Programs.
Alcohol and Drug Voucher Services	Voucher services for three service areas, include: <ul style="list-style-type: none">• Enhanced Alcohol and Drug Residential• Drug Outpatient Voucher• Synthetic Opiate
DUII Program Services	Information and rehabilitation programs with an emphasis on the effects of driving under the influence of intoxicants. (State Certified; RFPQ in process for FY 1996-97 with an exemption extension through 12/31/96).
DUII Program Services for Hearing Impaired & Non-English Speaking	Information and rehabilitation programs for hearing impaired and non-English speaking clients. (State Certified; RFPQ in process for FY 1996-97. Exemption extension requested through 12/31/96).
Gambling Addiction Treatment	Outpatient gambling addiction treatment for pathological and problem gamblers with a dual-addiction. (RFPQ # R952-06-0137, dated 6/96).

2. Service Standards

a. CONTRACTOR agrees to provide the above services consistent and in compliance with the applicable COUNTY and State service definitions, Administrative Rules, priorities, policies, procedures, program instructions, and service manuals; with contract conditions; and with the specifications and evaluation criteria contained in the applicable Request for Proposal and contractor's response to that proposal, Contract Renewal Package, and other program documents and manuals, all of which are incorporated herein by this reference and are binding on the CONTRACTOR. This includes program instructions/special conditions on mental health and developmental disabilities service elements.

b. CONTRACTOR shall provide written notice and obtain written COUNTY approval prior to implementing any substantive program change and/or change in method of service delivery that affects level, scope, or outcome of client services funded under this contract.

3. Program Outcomes

a. CONTRACTOR shall track, at a minimum, the outcomes identified below and detailed in program instructions prepared by COUNTY and incorporated into this contract by reference. CONTRACTOR shall document and report this outcome data to COUNTY at least quarterly, or as instructed by COUNTY.

Program Office/Project Name	Outcome	Target # or %
Alcohol/Drug Diversion	• Clients without a subsequent offense during the year following treatment.	75%
	• Compliance with State Performance Indicators	100%
Alcohol/Drug Gambling Addiction Treatment	• Clients leaving treatment who complete treatment plans and achieve abstinence or control over behavior.	35%

b. CONTRACTOR agrees to participate with the COUNTY in evaluation of contracted project/service outcomes or performance, and to make available all information required by such evaluation process. This includes providing COUNTY with data necessary to verify client counts, service provision, and outcome measures.

4. Advances

Depending on funding source rules and method of payment, upon written request from CONTRACTOR, an advance may be made to cover the cost of CONTRACTOR'S initial expenses for operation, up to 30 days of the contract funding amount, not to exceed \$0. An additional advance up to 15 days of the contract funding amount, \$0, may be made upon receipt and COUNTY approval of a spending plan showing unusual operating expenses. The total advance shall not exceed \$0. Such advances shall be recovered against expenditures in accordance with a schedule established by the COUNTY.

5. Special Conditions

a. CONTRACTOR agrees to serve adult clients in accordance with priorities in Table A, in conformance with applicable State Administrative Rules.

b. CONTRACTOR, as a provider of Occupational Drivers License services, agrees to meet, in addition to the standards listed in Special Condition A. Above, Oregon Administrative Rules 415-55-000 through 415-55-035.

TABLE A: ALCOHOL AND DRUG SERVICES SPECIFICATIONS

Service Element	Applicable Administrative Rule	Beds/Slots	Minimum Utilization	Admission/Priority Population
Enhanced Alcohol & Drug Residential Services (A-D 59)	OAR 410-10-000 through 410-10-170	NA	NA	<ul style="list-style-type: none"> • Women or pregnant women. • Referrals identified by authorized special project personnel.
DUII Information Program (A-D 68) <hr/> DUII Rehabilitation Program (A-D 78)	OAR 415-51-000 through 415-51-130	NA	NA	Indigent as defined by State Office of Alcohol and Drug Abuse Programs

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
BEHAVIORAL HEALTH PROGRAM: ALCOHOL AND DRUG SERVICES

SUPPLEMENTAL SCHEDULE A
DUII Programs

Service Element	Fund Source	Rate/Unit	Limitations - Maximum Total Payable Per Client	Method & Basis of Payment
DUII Information Program (A-D 68)	State	\$8.21 per hour <hr/> \$4.11 per hour	\$98.52 per eligible indigent client <hr/> \$49.32 per eligible partially indigent client	Per Invoice - Fee for Service
DUII Rehabilitation Program (A-D 78)	State	\$13.67 per hour <hr/> \$6.84 per hour	\$546.80 per eligible indigent client <hr/> \$273.60 per eligible partially indigent client	Per Invoice - Fee for Service
Reimbursement is limited to 12 hours for DUII Information Program (A-D 68) and 40 hours for DUII Rehabilitation Program (A-D 78)				

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

BEHAVIORAL HEALTH PROGRAM: ALCOHOL AND DRUG SERVICES

SUPPLEMENTAL SCHEDULE B

DUII Programs for Hearing Impaired and Non-English Speaking

Service Element	Fund Source	Rate/Unit	Limitations - Maximum Total Payable Per Client	Method & Basis of Payment
-----------------	-------------	-----------	--	------------------------------

DUII Information Program (A-D 68) for Hearing Impaired and Non-English Speaking	State	\$33.21 per hour (\$8.21 + \$25 interpreter)	\$398.52 per eligible indigent client	Per Invoice - Fee for Service
		\$29.11 per hour (\$4.11 + \$25 interpreter)	\$349.32 per eligible partially indigent client	

DUII Rehabilitation Program (A-D 78) for Hearing Impaired and Non-English Speaking	State	\$38.67 per hour (\$13.67 + \$25 interpreter)	\$1,546.80 per eligible indigent client	Per Invoice - Fee for Service
		\$31.84 per hour (\$6.84 + \$25 interpreter)	\$1,273.60 per eligible partially indigent client	

Reimbursement is limited to 12 hours for DUII Information Program (A-D 68) and 40 hours for DUII Rehabilitation Program (A-D 78)

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
BEHAVIORAL HEALTH PROGRAM: ALCOHOL AND DRUG SERVICES

SUPPLEMENTAL SCHEDULE C
Alcohol and Drug Voucher Services

Service Element	Fund Source	Rate/Unit	Limitations	Method & Basis of Payment
Enhanced Alcohol and Drug Residential (A-D 59)	CSD Target City	\$30.06 per day per authorized client	120 bed days per authorized client	Per Invoice - Fee for Service
Drug Abuse Assessment (A-D 65)	CSD Target City	\$14.33 per quarter hour	8 units per day maximum; once per client within 12 months	Per Invoice - Fee for Service
Individual Therapy * (A-D 65)	CSD Target City	\$14.33 per quarter hour	24 units per month maximum	Per Invoice - Fee for Service
Group Therapy (A-D 65)	CSD Target City	\$4.78 per quarter hour	50 units per week maximum	Per Invoice - Fee for Service
Family Therapy * (A-D 65)	CSD Target City	\$14.33 per quarter hour	24 units per month maximum	Per Invoice - Fee for Service
Urinalysis (A-D 65)	CSD Target City	\$17.34 per sample tested	Once per client per seven days	Per Invoice - Fee for Service
Consultation (A-D 65)	CSD Target City	\$14.33 per quarter hour	2 units per week maximum	Per Invoice - Fee for Service
Methadone Dosing - Dispensing (A-D 69)	CSD Target City	\$3.44 per single dosing	7 units per client per week	Per Invoice - Fee for Service

* Any combination of individual and/or family therapy cannot exceed the maximum of 6 units (1.5 hours) per week total.

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DEPARTMENT

Attachment A:
Service Elements and Contract Amounts

Contractor Name : ADDICTIONS TREATMENT & TRAINING		Vendor Code: 623502
Contractor Address : 621 SW ALDER - SUITE 520 PORTLAND OR 97204		
Telephone : 494-4745	Fiscal Year : 96/97	Federal ID # : 93-1176109

Program Office Name : BHP Alcohol & Drug Contracts

Service Element Name : A&D Hearing Impaired Interpreter Service (A17H)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/96	12/31/96	Per Invoice	Fee for Service	Reqt's			Reqt's
Total					Reqt's			Reqt's

Service Element Name : A&D Voucher Services (A66V)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/96	12/31/96	Per Invoice	Fee for Service	Reqt's	Per Sch C		Reqt's
0	7/1/96	12/31/96	Per Invoice	Fee for Service	Reqt's	Per Sch C		Reqt's
0	7/1/96	12/31/96	Per Invoice	Fee for Service	Reqt's	Per Sch C		Reqt's
Total					Reqt's			Reqt's

Service Element Name : A&D DUII Info Hearing Impaired/Non-Eng-Speaking (A68H)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/96	12/31/96	Per Invoice	Fee for Service	Reqt's	Per Sch B		Reqt's
Total					Reqt's			Reqt's

Service Element Name : A&D DUII Information Program (A68X)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/96	12/31/96	Per Invoice	Fee for Service	Reqt's	Per Sch A		Reqt's
Total					Reqt's			Reqt's

Service Element Name : A&D DUII Rehab Hearing Impaired/Non-Eng Speaking (A78H)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/96	12/31/96	Per Invoice	Fee for Service	Reqt's	Per Sch B		Reqt's
Total					Reqt's			Reqt's

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

Contractor Name : ADDICTIONS TREATMENT & TRAINING		Vendor Code: 623502
Contractor Address : 621 SW ALDER - SUITE 520 PORTLAND OR 97204		
Telephone : 494-4745	Fiscal Year : 96/97	Federal ID # : 93-1176109

Program Office Name : BHP Alcohol & Drug Contracts

Service Element Name : A&D DUII Rehabilitation Program (A78X)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/09	12/31/96	Per Invoice	Fee for Service	Reqt's	Per Sch A		Reqt's
Total					Reqt's			Reqt's

Service Element Name : A&D Gambling Addiction Treatment (A8IX)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/96	6/30/97	Monthly Allotment	Cost Reimbursement				\$251,110.00
Total								\$251,110.00

PART B. DIVISION-WIDE GENERAL CONDITIONS

1. Amendments and Renewals

a. This contract, its conditions, statement of work, and budget may be amended by written mutual agreement of the parties. Amendments shall be valid only when reduced to writing, approved as required, and signed. CONTRACTOR shall not transfer contract funds from one service to another without a contract amendment and/or written COUNTY approval.

b. Subject to the approval of COUNTY and CONTRACTOR, this contract may be renewed for a period described in the Request for Proposal. Conditions within the Request for Proposal, Contract Renewal Package, and contract continue to apply. In the event of renewal, CONTRACTOR shall continue existing client load to this contract to ensure continuity of service.

2. Assignment and Subcontracting

This contract is personal between the parties, and CONTRACTOR shall not assign or subcontract in whole or in part, any contractual duties without prior approval by COUNTY. CONTRACTOR expressly acknowledges responsibility for performance of any subcontractor chosen without prior COUNTY approval. CONTRACTOR shall require its subcontractors to comply with the same terms and provide the same assurances as the CONTRACTOR must in its use of federal and state funds. CONTRACTOR shall not be relieved of any responsibility for the performance of its duties under the contract, regardless of any subcontract it enters into.

3. Authority of Designated Representatives

CONTRACTOR agrees to recognize the Director of the Department of Community and Family Services and designated representatives as COUNTY'S administrative authority for services provided under this contract.

4. Availability of Funds

Both parties agree that this contract is subject to the availability of funds. In the event that funds do not become available to the COUNTY in the amounts anticipated, the COUNTY may, by amendment, reduce funding or terminate the contract as appropriate. COUNTY shall notify CONTRACTOR as soon as it receives notice of reductions from the fund source(s). Reduction or termination shall not affect payment for contract services provided prior to the effective date of such action. In addition, CONTRACTOR acknowledges that funding under this contract is conditional upon continued funding source approval of COUNTY'S work plans and the continued allowability of planned services under local, state or federal statutes, regulations, or policies. COUNTY makes no commitment to future support and assumes no obligation for future support of activities under this contract except as expressly set forth in this contract.

5. Compliance with Laws

a. CONTRACTOR agrees to comply with all applicable federal, state, COUNTY, and city statutes, rules, and funding criteria governing services, facilities, employment opportunities, and operations. This contract shall be governed and construed in accordance with the laws of the State of Oregon.

b. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with all relevant portions of "Certificate of Compliance with Special State and Federal Requirements", "Certificate Regarding Nondiscrimination", and "Certificate Regarding Debarment, Suspension, and Other Responsibility Matters". These certificates are included in Part D of this contract.

c. CONTRACTOR further agrees to comply with all applicable licensing and certification requirements.

6. Confidentiality

a. CONTRACTOR shall keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality and applicable provisions in Part C, Program General Conditions of this contract..

b. CONTRACTOR shall not require mandatory or universal HIV testing or discriminate against individuals with respect to their rights and entitlements on the basis of their actual or presumed HIV status. Such testing or discrimination will constitute grounds for immediate termination or withholding of contract funds by the COUNTY for this contract.

Records of HIV-related information shall be kept in a place with medical information only, separate from personal information. This information shall not be available to employees of the agency, except as provided by law or through consent. In most circumstances, it is presumed that only the agency executive and medical staff shall have access to information relating to the HIV status of individuals served. CONTRACTOR is responsible for employees' actions relating to control and/or unauthorized release or disclosure of information to others unless written consent is given. Consent for HIV testing or release of HIV-related information must be documented and must:

- 1) Be given voluntarily, without pressure or coercion;
- 2) Be informed (i.e., the person receives and can understand sufficient information);
- 3) Include the name of the specific persons or job title per agency to whom the information shall be released and the specific purpose for disclosure;
- 4) Include an expiration date.

7. Contract Between State and County

If CONTRACTOR is paid with funds COUNTY receives by contract from other funding sources, CONTRACTOR agrees to be bound by any applicable terms and conditions of those contracts. For alcohol and drug and mental health programs funded through the State, CONTRACTOR agrees that it will provide services to Care Oregon and other health plan clients, in accordance with applicable County, State, and federal contracts, statutes, and regulations.

8. Contractor Publicity

CONTRACTOR shall reference the Multnomah County Department of Community and Family Services as a funding source in all flyers and brochures that advertise the contracted services program. CONTRACTOR should also reference the specific program area or service system, e.g., Community Action; Behavioral Health; Child, Youth, and Family Programs, funding the contracted services. COUNTY reserves the right to approve the language used to reference Multnomah County.

9. Fiscal, Administrative, and Audit Requirements

a. CONTRACTOR agrees to use, document, and maintain accounting policies, practices, and procedures, and cost allocations, and to maintain fiscal, clinical, and other records pertinent to this contract consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) Circulars, Oregon Administrative Rules, COUNTY financial procedures as contained in the Department of Community and Family Services *Subcontractors Financial Policy and Procedures Manual*, and applicable federal rules and regulations, including Single Audit Act of 1984; other records shall be maintained to the extent necessary to clearly reflect any actions taken. Accounting records shall be up-to-date and shall accurately reflect all revenue by source, all expenses by object of expense, all assets, liabilities and equities consistent with Generally Accepted Accounting Principles, Oregon Administrative Rules, and COUNTY procedures. Reports and fiscal data generated by the CONTRACTOR under this contract shall be accessible to COUNTY upon request.

b. CONTRACTOR represents that prices and costs established for each service under this contract are reasonable and equitable. COUNTY shall have the right, at reasonable times during this contract, to conduct site visits and audits of all CONTRACTOR'S books, documents, papers, and records necessary to establish that such charges to COUNTY are reasonable

in relation to costs incurred by CONTRACTOR in providing such services under this contract. CONTRACTOR further agrees to provide access to any books, documents, papers, and records of CONTRACTOR which are pertinent to this contract, and further, to allow the making of audits, examinations, excerpts, and transcripts. Such access shall be freely allowed to state, federal, and COUNTY personnel and their duly authorized agents. Contract costs disallowed as a result of such audits, reviews, or site visits shall be the sole responsibility of the CONTRACTOR. If a contract cost is disallowed after reimbursement has occurred, the CONTRACTOR shall make prompt repayment of such cost.

c. CONTRACTOR shall be subject to a COUNTY administrative and fiscal review to monitor compliance with the COUNTY'S administrative qualifications requirements as contained in the current version of the "Application for Qualified Vendor Status." The review shall be conducted generally no more than once every two years, unless warranted by administrative changes by CONTRACTOR or deficiencies in results of a prior review.

d. CONTRACTOR shall be subject to a COUNTY fiscal compliance review to monitor compliance with the COUNTY'S financial reporting and accounting requirements. The review shall be conducted annually except under certain circumstances as described in the COUNTY'S financial procedures (*Subcontractors Financial Policy and Procedures Manual*).

e. CONTRACTOR shall be subject to Audit Requirements pursuant to the COUNTY financial procedures (Department of Community and Family Services' current *Subcontractor's Financial Policy and Procedures Manual*). Audits must meet criteria outlined in these Procedures. CONTRACTOR shall be required to conduct an external limited scope audit under the following conditions:

- 1) Multnomah County contract funds exceed \$25,000 and total agency budget is \$150,000 to \$500,000; or
- 2) Multnomah County contract funds exceed \$100,000 and total agency budget is less than \$500,000.

f. CONTRACTOR shall be required to conduct an external full scope audit if the total agency budget exceeds \$500,000.

g. CONTRACTOR agrees that Limited Scope and Full Audits will be performed by a qualified and independent external Certified Public Accountant and that CONTRACTOR shall secure such an audit. If CONTRACTOR is a state or local government, such audit shall be performed in conformity with the federal Single Audit Act of 1984, Public Law 98-502, Title 31, Section (2),v, Chapter 75, U.S.C. If CONTRACTOR is a private non-profit entity, the auditor shall meet the independence criteria of Chapter 3, Part 3 of the U.S. General Accounting Office publication, "Standards for Audit of Governmental Organizations, Programs, Activities and Functions". If CONTRACTOR is a non-profit sub-recipient of federal funds, CONTRACTOR shall submit an annual federal compliance audit to COUNTY in conformity with OMB Circular A-133, which applies the federal Single Audit Act of 1984, Public Law 98-502, to non-profit organizations. Except for federal compliance audits, if CONTRACTOR is a profit-making entity, it shall comply with audit requirements for non-profit organizations for the purposes of this contract. The audit shall include, at a minimum, assurances that: 1) financial statements present fairly the financial position of the CONTRACTOR; 2) costs charged to COUNTY are appropriate; and 3) CONTRACTOR is complying with conditions of the contract. The CONTRACTOR is responsible for either including subcontractors within its own annual audit or assuring that separate independent audits are conducted and submitted to COUNTY for each subcontractor.

h. Limited Scope and Full Audits, including the Management Letter associated with the audit and all specifications identified in the COUNTY financial procedures (*Subcontractors Financial Policy and Procedures Manual*) shall be submitted to the COUNTY within two weeks from the date of the report, but in no case later than the 20th calendar day of the 6th month after the end of the CONTRACTOR'S fiscal year. If CONTRACTOR'S fiscal year ends during the term of this contract, the audit may cover the CONTRACTOR'S fiscal year. Failure to submit required audits and Management Letter by specified deadlines shall be cause for withholding of contract payments until audits are submitted.

i. CONTRACTOR, if it is a nonprofit organization, shall submit its annual Federal 990 Tax forms and Oregon State CT-12 Tax forms to COUNTY within 30 calendar days of their due date.

j. CONTRACTOR shall establish and maintain systematic written methods to assure timely and appropriate resolution of review/audit findings and recommendations.

10. Grievances

CONTRACTOR must establish a system of written procedures through which a client or family member may present grievances about the operation of CONTRACTOR'S services, consistent with applicable provisions in Part C., Program General Conditions, of this contract. CONTRACTOR shall provide these written procedures to the COUNTY and shall make them readily accessible and available to clients, such as through the posting or distribution of the procedures in areas frequented by clients. CONTRACTOR shall, upon request, provide advice to such persons as to the grievance procedure.

11. Indemnification

CONTRACTOR agrees to indemnify, defend, and save harmless COUNTY, the State of Oregon, and other funding sources, and their agents and employees against all liability, loss, and costs arising from actions, suits, claims, or demands attributable to or allegedly attributable to acts or omissions of CONTRACTOR, its employees, agents, or subcontractors. CONTRACTOR further agrees to defend COUNTY, the state, and other funding sources, their agents and employees, against all suits, actions, or proceedings brought against them in connection with CONTRACTOR'S performance of its duties under this contract. If CONTRACTOR is a public agency, this indemnification is limited to the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution.

12. Independent Contractor Status

CONTRACTOR is an independent contractor and is solely responsible for the conduct of its programs. CONTRACTOR, its employees and agents shall not be deemed employees or agents of COUNTY, State of Oregon, or the federal government for any purpose. CONTRACTOR is responsible for all federal, state, and local taxes and fees applicable to payments for services under this contract.

13. Insurance, Bonding, and Workers Compensation

a. By signing this contract, CONTRACTOR certifies that it has and shall at all times keep in effect, a Comprehensive or Commercial General Liability Insurance Policy issued by a company deemed acceptable by the COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated "B+ or better" by Best's Insurance Rating. The COUNTY reserves the right to reject all or any insurance carriers with an unacceptable financial rating. Such liability insurance shall have limits provided therein of at least \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$200,000 for injury to any one person, and \$500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities under the Indemnification section of this contract. COUNTY, and the State of Oregon if contract funds come through that office, shall be named as an additional certificate holder on the insurance policy. CONTRACTOR shall not receive reimbursement under this contract until proof of current liability insurance coverage as defined in this section has been submitted to COUNTY. CONTRACTOR shall also submit proof of insurance renewal if the insurance period ends during the contract period.

b. While this contract continues in effect, the liability insurance policy shall provide for notice of nonpayment of premiums by the insuring carrier to COUNTY and a statement that such insurance shall not be canceled or released except upon thirty (30) calendar days prior written notice to COUNTY. In addition, in the event of unilateral cancellation or restriction by CONTRACTOR'S insurance company of any insurance required herein, CONTRACTOR shall notify COUNTY orally and in writing within three (3) working days of notification by the insurance company to the CONTRACTOR. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY immediately upon demand. Failure to maintain liability insurance as provided in this contract may be cause, at COUNTY'S option, for immediate termination of this contract.

c. In the event that ORS 30.270 is amended to increase the amount of liability, CONTRACTOR shall abide by any statutory changes.

d. All property and equipment purchased and received by CONTRACTOR under this contract must be insured by CONTRACTOR against fire, theft, and destruction to assure continuation of contract services.

e. CONTRACTOR (except City, County, and State Governments, municipalities, and public school districts) shall obtain and maintain at all times during the term of this contract a fidelity bond (dishonesty policy) of not less than \$10,000 effective at the time the contract commences, covering activities of all persons responsible for collection and expenditures of funds in accordance with OAR 309-13-020(7) EXPENSES, subsection (b)(C) Audit Guidelines. A certificate evidencing the existence of the bond shall be furnished within thirty (30) calendar days of contract approval; contract reimbursement after the thirty days will be dependent upon receipt by the COUNTY of the certificate.

f. CONTRACTOR shall maintain Workers Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. Contractors who perform the work without assistance or labor of any employee need not obtain such coverage. CONTRACTOR shall not initiate service nor receive reimbursement under this contract until proof of current workers compensation coverages defined in this section has been submitted to COUNTY.

g. If CONTRACTOR provides transportation under this contract, CONTRACTOR shall maintain in effect during the term of this contract, Automobile Liability Insurance with a combined single limit per occurrence of not less than \$500,000. In addition, CONTRACTOR shall maintain throughout the life of this contract, Automobile Collision and Comprehensive Insurance coverages on all vehicles purchased with COUNTY funds under this contract. Collision and Comprehensive coverages shall have amounts that will protect the interests of the COUNTY, state, and CONTRACTOR in case of damage or loss to vehicles purchased with COUNTY funds. COUNTY and state shall be named Loss Payee and such insurance shall be evidenced on a Certificate of Insurance sent to COUNTY within thirty (30) calendar days of contract execution. CONTRACTOR shall assure that its insurance carrier is aware that transportation is provided for payment, and the insurance policy covers these services. CONTRACTOR shall also assure that any drivers under this contract have a license in good standing with the Department of Motor Vehicles.

h. In lieu of filing the certificates of insurance, bonding, and Workers Compensation as required by COUNTY, CONTRACTOR may furnish to COUNTY a declaration that CONTRACTOR is self-insured with public liability and property damage coverage at least equivalent to the amounts set forth in this section. COUNTY reserves the right to request any additional documentation it deems necessary to assess CONTRACTOR'S self-insurance program.

14. Integration

The contract, including any documents incorporated by reference into this contract, contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements.

15. Litigation Notice

CONTRACTOR and COUNTY shall give each other immediate notice in writing of any action or suit filed and prompt notice of any claim made against CONTRACTOR or COUNTY by any subcontractor or vendor which, in the opinion of CONTRACTOR or COUNTY, may result in litigation related in any way to this contract.

16. Monitoring and Enforcement

a. COUNTY is responsible for monitoring and auditing the activities of CONTRACTOR to ensure that all services provided by CONTRACTOR under this contract conform to state, federal, and COUNTY standards and other performance requirements specified in the contract. COUNTY shall take all appropriate management and legal action necessary to pursue this responsibility. This includes fiscal and program monitoring.

b. CONTRACTOR shall permit inspection of program, facilities, clinical, and fiscal records by authorized agents of COUNTY, State, and/or federal governments. CONTRACTOR shall also provide for program and facility reviews, including meetings with consumers, review of service and fiscal records, policies, and procedures, staffing patterns, job descriptions, and

meetings with any staff directly or indirectly involved in the performance of this contract, when requested to do so by COUNTY for purpose of contract monitoring or audit performance. In cases of suspected fraud by applicants, employees, subcontractors, or vendors, CONTRACTOR shall cooperate with all appropriate investigative agencies and shall assist in recovering misappropriated funds.

c. If CONTRACTOR materially fails to comply with terms of this contract and all attempts to resolve the issue at the lowest possible administrative level have been exhausted, COUNTY may take one or more of the following actions:

- 1) Temporarily withhold cash payments pending correction of the deficiency by CONTRACTOR or pending more severe enforcement action by COUNTY.
- 2) Disallow all or part of the cost of the activity or action not in compliance.
- 3) Wholly or partly suspend or terminate the current award for the CONTRACTOR'S program.
- 4) Withhold further awards for the program.
- 5) Take other remedies that may be legally available.

17. Nondiscrimination and Cultural Competence

a. CONTRACTOR agrees to comply with all applicable requirements of federal, state, and local civil rights and rehabilitation laws, statutes, rules, and regulations, in accordance with Part D. Certificate of Nondiscrimination.

b. CONTRACTOR agrees to submit to COUNTY and implement a written plan in accordance with the Department of Community and Family Services' Cultural Competency Standards. The plan will outline policies and activities that promote culturally competent services. The plan must address, at a minimum, the following topics:

- 1) Non-Discrimination and Affirmative Action
- 2) Accessibility to Services
- 3) Training
- 4) Culturally Appropriate and/or Specific Programs and Services
- 5) Community Outreach
- 6) Plan Evaluation.

This plan shall be submitted to COUNTY no later than six months after contract execution.

18. Operating Hours

CONTRACTOR shall notify COUNTY ten (10) working days in advance of any change in operating hours, temporary closure of admissions to any service funded through this contract, or temporary closure for any reason other than CONTRACTOR'S standard holidays designated in the contract. In the case of unanticipated closures, CONTRACTOR shall immediately notify COUNTY.

19. Ownership of Work Product

Under fee-for-service contract conditions, property and work products provided by CONTRACTOR are property of CONTRACTOR, except for billing documentation (e.g., client files and client assistance invoices) and work products that are specifically purchased through this contract, which are the exclusive property of COUNTY. Under cost reimbursement or service capacity contract conditions, property and work products provided by CONTRACTOR are property of COUNTY. Work products include books, documents, papers, audits, and client and other records of the CONTRACTOR which are directly pertinent to this contract. Upon termination of this contract, property and work products that are the property of the COUNTY shall be turned over to the COUNTY or, upon approval by COUNTY, the new provider of service.

20. Payment Terms and Reports: All Contracts

a. CONTRACTOR shall be reimbursed for specific services based on the payment terms set forth under Attachment A. and Statement of Work of this contract. Payment terms and reports for that payment method and basis shall apply to the CONTRACTOR.

b. Expenditures of the CONTRACTOR under service capacity or cost reimbursement contracts, may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) expensed in conformance with all applicable state and federal regulations and statutes; 3) in payment of an obligation incurred during the contract period; and 4) not in excess of one hundred percent of allowable program costs. For fee-for-service contracts, services of the CONTRACTOR may be charged to this contract only if the services are: 1) included in this contract; 2) performed in conformance with all applicable state and federal regulations and statutes; 3) rendered during the contract period; and 4) not in excess of one hundred percent of designated allocation. Any refunds to the federal government resulting from federal audits of CONTRACTOR'S program shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make all such payments within twenty working days of receipt of formal notification by COUNTY of disallowance of CONTRACTOR expenditures.

c. Any COUNTY funds spent for purposes not authorized by this contract shall be deducted from payments or refunded to COUNTY at COUNTY'S discretion. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) calendar days after the contract's expiration or after notification by COUNTY. CONTRACTOR shall be responsible for any prior contract overpayments and unrecovered advances provided by COUNTY. Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY. Except when CONTRACTOR is a city, county, or public school district, COUNTY shall be entitled to the legal rate of interest for late payment from the date such payments became delinquent, and in case of litigation, to reasonable attorney's fees.

d. All final requests for payment shall be received by the Department of Community and Family Services within thirty (30) calendar days following the end of this contract term. Final requests for payment documents not received by the Department of Community and Family Services within the specified time frame shall not be processed and the expense shall be the sole responsibility of the CONTRACTOR.

e. Notwithstanding any other payment provision of this contract, failure of CONTRACTOR to submit required reports when due, comply with federal audit standards, repay disallowed costs, perform or document the performance of contracted services, or maintain services at program standards, may result in the withholding and/or reduction of payments under this contract. Such withholding of payment for cause may continue until CONTRACTOR submits required reports, performs required services, or establishes, to COUNTY'S satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of CONTRACTOR.

21. Payment Terms and Reports: Fee for Service

a. COUNTY shall pay amounts due to CONTRACTOR upon receipt of properly executed payment requests submitted by CONTRACTOR on forms approved by COUNTY. At a minimum, forms shall document number of service units provided, contract rates, and amount requested per service. Fee-for-service billings for client services shall be supported by signed, dated documentation in the client file or chart for each unit of service billed.

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

22. Payment Terms and Reports: Service Capacity

a. Service capacity program contracts may be paid on a per invoice payment method or in equal monthly allotments of annual contract amounts adjusted periodically to reflect:

- 1) Increases or decreases in annual contract amounts;
- 2) Amounts of client services contributions, if applicable;
- 3) Under-utilization of contracted capacity.

b. Payment of service capacity contracts is triggered by receipt by COUNTY of required utilization reports; where federal or state rules so require, other reports, such as annual budgets and expenditure reports, may also be required for payment. These requirements are included in the Department of Community and Family Services' *Subcontractor's Financial Policy and Procedures Manual*. CONTRACTOR shall have sole responsibility for submitting required reports in order to obtain contract payments. If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th calendar day of each month. For reimbursed (invoiced) costs, COUNTY agrees to process payment requests within ten working days of receipt of billing.

c. For Monthly Allotment payment methods, monthly Utilization Reports are due the 20th calendar day of the month following service.

d. Reported utilization shall be supported by properly executed client registers or files in accordance with COUNTY program instructions, Oregon Administrative Rules, and applicable federal requirements. Utilization shall be identified by service element.

23. Payment Terms and Reports: Cost Reimbursement

a. Cost Reimbursement contracts may be paid on a per invoice method or in equal monthly allotments of annual contract amounts, adjusted periodically to reflect:

- 1) Increases or decreases in annual contract amounts;
- 2) Amounts of client services contributions, if applicable;
- 3) Under-expenditures of reimbursement-based contract amounts.

b. Payment of monthly allotments or reimbursed costs is triggered by receipt by COUNTY of required expenditure reports. CONTRACTOR shall have sole responsibility to submit required reports in order to obtain contract payments. If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th calendar day of each month. For reimbursed costs, COUNTY agrees to process payment requests within ten working days of receipt of billing.

c. Monthly Expenditure Reports are due the 20th calendar day of the month following incurred expenditures. Quarterly Year-to-Date Budget Comparisons are due the 20th calendar day of the month following each calendar quarter. The initial Annual Budget is due within one month and twenty (20) calendar days of contract effective date; revised annual budget(s) is due within thirty (30) calendar days of COUNTY'S receipt of executed contract amendments if cumulative year-to-date changes for that service element exceed 25%. If required, the Annual State MHDDSD Carryover Report is due November 20th following the end of the contract year or within thirty (30) calendar days of contract termination if prior to June 30. COUNTY shall provide notification, forms, and instructions to CONTRACTOR subject to carryover reporting at least thirty (30) days prior to the report due date.

d. Reported expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, and/or any other accounting documents pertaining in whole or in part to the contract, in accordance with Generally Accepted Accounting Principles (GAAP), Oregon Administrative Rules, and applicable federal requirements. Expenditures shall be segregated by service element within the agency accounting system and so reported on the required fiscal reports. All

above-referenced accounting documents shall be maintained within a local facility of the CONTRACTOR, and contractual funds shall be maintained within local financial institutions. For cost-reimbursement programs, a final report is required at the end of the contract year, which documents expenditures up to the contract amount.

24. Program Reporting Requirements

a. CONTRACTOR shall prepare and furnish such plans, data, reports, and descriptive information as may be requested by COUNTY. CONTRACTOR grants the COUNTY the right to reproduce, use, and disclose all or part of these plans, reports, data, and technical information.

b. CONTRACTOR shall use the service definitions and the standardized forms provided by COUNTY for recording and reporting purposes.

c. Program reports shall be completed accurately in conformance with the guidelines and monitoring directions provided by COUNTY. Program reports which are not received by the time specified or are substantially incorrect may result in delayed reimbursement.

d. All final program reports shall be submitted to the COUNTY by the thirtieth (30th) calendar day following the end of the effective period for that program.

25. Property Management

CONTRACTOR shall be responsible for all property purchased with operational (expended through depreciation), specific award, and/or start-up funds awarded in this contract. All property purchased with funds awarded in this contract is the property of the COUNTY and/or State Division/Department awarding such funds. This does not include property purchased by CONTRACTOR under a fee-for-service arrangement, unless the funds were specifically allocated for the purchase of such property.

CONTRACTOR shall meet the following procedural requirements for all such property:

a. Property records shall be maintained accurately and provide for a description of the property; whether the item or property purchased was new or used; manufacturer's serial number; acquisition date and cost; source of the property; percentage of State and/or COUNTY funds used in the purchase of property; and location, use, and condition of the property.

b. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of property. All such property shall be properly maintained and kept in good condition. Any loss, damage, or theft of the property shall be investigated, fully documented, and reported to the COUNTY within thirty (30) days of occurrence.

26. Record Retention

All books, documents, papers, or other records, including but not limited to client records, income documentation, statistical records, and supporting documents pertinent to this contract shall be retained for three years from the date of expiration or termination of this contract, unless otherwise specified in Part C. Program General Conditions or except as follows:

a. If any audit questions remain unresolved at the end of this three year period, all records shall be retained until resolution.

b. Records involving matters in litigation shall be kept no less than one year after resolution of all litigation, including appeals.

Katie Gutz 4/18/96

c. The retention period for real property and equipment records starts from the date of the disposition, replacement, or transfer at the direction of the federal government.

d. Records for any displaced person shall be retained for three years after such person has received final payment.

e. Records pertaining to each real property acquisition shall be retained for three years after settlement of the acquisition or until disposition of the applicable relocation records, in accordance with paragraph d above, whichever is later.

27. Religious Content

CONTRACTOR acknowledges that there will be no religious content or materials disseminated in any part of the programs or services funded under this contract. This is not intended to abridge a client's individual right to exercise freedom of religion and/or speech.

28. Severability

If any terms or provisions of this contract are held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

29. Termination

a. This contract may be terminated by either party by thirty (30) calendar days written notice to the other party.

b. Immediate termination by COUNTY may occur under any of the following conditions:

- 1) Upon notice of denial, revocation, suspension, or nonrenewal of any license or certificate required by law or regulation to be held by CONTRACTOR to provide a service under this contract.
- 2) Upon notice if CONTRACTOR fails to start up services on the date specified in this contract, fails to continue to provide services for the entire contract period, or fails to comply with terms and conditions of contract, including submission of complete and accurate reports.
- 3) Upon notice if COUNTY has evidence that CONTRACTOR has endangered or is endangering the health and safety of clients/residents, staff, or the public.
- 4) If the contract between COUNTY and any funding source for provision of services is terminated in whole or in part by the funding source for any reason.
- 5) Evidence of CONTRACTOR'S financial instability which COUNTY deems sufficient to jeopardize customary levels and/or quality of services.
- 6) Upon evidence of improper or illegal use of funds provided under this contract.
- 7) If CONTRACTOR is suspended, debarred, proposed for disbarment, declared ineligible or voluntarily excluded from participating in agreement or contract with any federal agency.

c. For programs with fee-for-service and service capacity payment terms, COUNTY may require that all services be suspended upon delivery of a notice to terminate the contract, and any additional services must have prior approval by COUNTY. For contracts with cost-reimbursement payment terms, costs of CONTRACTOR resulting from obligations incurred by CONTRACTOR during a suspension or after termination of award are not allowable unless expressly authorized by

COUNTY in writing. Other CONTRACTOR costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if they result from obligations properly incurred prior to suspension or termination, are not in anticipation of that action, are noncancellable, and would be allowable if the award were not suspended or terminated.

d. Upon termination, unless contract obligations are suspended, payment of CONTRACTOR shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this contract.

Notwithstanding the above, CONTRACTOR shall not be relieved of its liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this contract by CONTRACTOR. COUNTY may withhold any reimbursement to CONTRACTOR for the purpose of compensation for damages until such time as the exact damages due to COUNTY from CONTRACTOR are agreed upon or otherwise determined.

e. Termination under any provision of this section shall not affect any right, obligations, or liability of CONTRACTOR or COUNTY which accrued prior to such termination.

f. Upon termination, CONTRACTOR agrees to transfer back to COUNTY, the State of Oregon and/or the Federal Government any unexpended and unobligated funds and all unexpended and/or nonexpendable personal property purchased under this contract as directed by COUNTY, the State of Oregon or the Federal Government. All property purchased with COUNTY funds is the property of COUNTY.

g. COUNTY may withhold part or all of the final payment upon contract termination pending receipt of final reports.

30. Transition of Services

In the event that a Request for Proposal conducted during the fiscal year results in the award of the contract to a different provider or COUNTY terminates or decides not to renew the contract for any reason, CONTRACTOR agrees to make every reasonable effort to assure a smooth transition. CONTRACTOR shall take steps to assure that necessary case files are transferred to the new CONTRACTOR, pursuant to federal/state regulations on confidentiality.

PART C. PROGRAM GENERAL CONDITIONS: ALCOHOL/DRUG SERVICES

1. Certificate of Approval

CONTRACTOR must maintain a Certificate of Approval from the State of Oregon Mental Health and Developmental Disability Services Division (OAR 309-12-130) or the State Office of Alcohol and Drug Abuse Programs in order to continue contracting for services through the COUNTY.

2. Client Injury or Death

a. CONTRACTOR agrees to notify COUNTY by phone of all serious injuries or deaths that occur to clients enrolled in programs funded through this agreement on the same working day that they occur. If the injury or death occurs after normal business hours or on a weekend, it is to be reported on the next working day. Notification should be directed to the Behavioral Health Program Manager or Operations Manager. A written report shall be submitted to the Administrator of Quality Assurance within five (5) working days of the incident.

b. COUNTY may conduct a fact-finding inquiry into all such serious injuries and deaths reported.

3. Fees

Unless otherwise provided for in program instructions, CONTRACTOR shall charge fees for services provided under this contract as required by ORS 430 and OAR 309.14.030 and shall expend revenue received from such fees only in support of mental health services and/or alcohol and drug services which meet the standards of Oregon Administrative Rules. However, CONTRACTOR agrees that no person will be denied access to services within the scope of this agreement based on that person's ability to pay for such services.

4. Fiscal Records

Alcohol and drug services funded through the State may be subject to expenditure reporting requirements despite a service capacity contracting mechanism. Where this applies, CONTRACTOR shall submit monthly expenditure reports to COUNTY by the 20th calendar day of the month following expenditure. Quarterly Year-to-Date Budget Comparisons are due the 20th calendar day of the month following each calendar quarter. The initial Annual Budget is due within twenty (20) calendar days of contract effective date; revised annual budget(s) is due within thirty (30) calendar days of COUNTY'S receipt of executed contract amendments if cumulative year-to-date changes for that service element exceed 25%. If required, the Annual State MHDDSD Cost Statement is due November 20th following the end of the contract year or within thirty (30) calendar days of contract termination if prior to June 30. COUNTY shall provide notification, forms, and instructions to CONTRACTOR subject to cost statement reporting within thirty (30) calendar days following the end of the contract period.

5. Multnomah County Behavioral Health Service Delivery Network

Contractors designated by as Multnomah County Behavioral Health Service Delivery Units (SDU's) agree to participate in the Multnomah County Behavioral Health Service Delivery Network, including participating in the Central Intake/Evaluation, Referral, and Case Management System, as follows:

- a. To accept referrals from Central Intake/Evaluation, Referral, and Case Management.
- b. To enroll clients admitted to their program into the Information and Referral Management and Assessment (IRMA) System.

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- c. To regularly advise the Central Intake/Evaluation, Referral, and Case Management Unit of available treatment capacity.
- d. To maintain a common minimum client information set.
- e. To utilize the uniform, comprehensive client assessment process and protocol (currently MCA3).
- f. To report volume and type of services provided to enrolled clients.
- g. To report client treatment termination/completion on enrolled clients.
- h. To participate in client treatment staffings upon request.
- i. To participate in the Central Intake Operations Committee upon selection.
- j. To use Target City furnished computer equipment to provide and receive necessary client data and to repair or replace such equipment if damaged or lost, other than through normal use.

6. Performance Standards

CONTRACTOR agrees to meet at least the minimum standards for performance for any service element covered under this agreement, in accordance with performance standards detailed in the Alcohol and Drug Manual of Program Instructions.

7. Professional Liability Insurance

CONTRACTOR shall obtain and keep in effect during the term of this contract professional liability insurance which provides coverage of direct and vicarious liability relating to damages caused by an error, omission or any negligent acts. Except to the extent that the Oregon Tort Claims Act, ORS 30.260 to 30.300 is applicable and imposes lesser limitations, CONTRACTOR shall maintain coverage of not less than the amount of \$500,000 per person per incident and not less than \$500,000 in the aggregate either through a binder issued by an insurance carrier or through self-insurance with proof provided to the COUNTY.

8. Reporting and Recordkeeping

a. For service elements funded through the State Mental Health and Developmental Disability Services Division, CONTRACTOR agrees to prepare and furnish enrollment and termination information for all clients admitted to the service element in the State Mental Health Division Client Process Monitoring System (CPMS) when that service element is funded wholly or in part by COUNTY or by fees and third party reimbursement generated by the service element, including amounts paid pursuant to Title XIX and any interest earned on such funds. CPMS data shall be reported within seven calendar days of enrollment, and on the first Termination Service Recording (TSR) form received following the termination of a client. Client activity shall be reported monthly on required forms.

b. CONTRACTOR shall maintain a record for each client who receives services under this portion of the contract unless the service precludes delivery of service on a case-by-case basis and client enrollment and reporting in CPMS is not required. The record shall contain client identification; problem assessment; treatment, training, and/or care plan; medical information when appropriate; progress notes including termination summary and a current Client Evaluation Record for other assessment or evaluation instrument as designated by COUNTY. Records shall be retained for seven years and in accordance with OAR 166-05-000 through 166-40-1050.

9. Retention of Revenue and Earned Income

All CONTRACTOR fees and third-party reimbursements up to and including the contracted billing limitation, including all amounts paid pursuant to Title XIX of the Social Security Act by the Department of Human Resources, and interest earned on such funds belong to CONTRACTOR provided that such funds are expended for services meeting the standards of the State Mental Health and Developmental Disability Services Division and Office of Alcohol and Drug Abuse Programs.

10. Target City Project Computer Hardware and Software

Contractors designated as Multnomah County Behavioral Health Service Delivery Units (SDU's) will provide data using the Information and Referral Management and Assessment (IRMA) System. COUNTY will provide an initial computer (hardware and software) at CONTRACTOR'S site for the purpose of providing on-line access by CONTRACTOR to the IRMA System. COUNTY will maintain a three (3) year maintenance agreement with the hardware vendor for hardware supplied to CONTRACTOR under this contract. COUNTY will make available training in the use of the computer hardware and IRMA System software to the CONTRACTOR.

The computer hardware supplied under this contract will remain COUNTY property until December 31, 1998, at which time ownership of the computer hardware will revert to the CONTRACTOR. If at any time prior to December 31, 1998, CONTRACTOR ceases involvement with the Target Cities Project, computer hardware and software supplied under this contract will be returned to the COUNTY by the CONTRACTOR. Copies of COUNTY developed software associated with the IRMA System are made available to the CONTRACTOR for use as part of the Target Cities Project and may not be sold, assigned, or made available to other parties without the express written permission of the COUNTY.

Intentional or unintentional damage, theft, or loss of computer hardware and software supplied under this contract caused by actions outside of normal everyday operation of the equipment are the sole responsibility of the CONTRACTOR. CONTRACTOR must repair or replace damage or loss at its own expense.

PART D: CERTIFICATES

CERTIFICATE REGARDING COMPLIANCE WITH SPECIAL STATE AND FEDERAL REQUIREMENTS

CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with applicable federal and state laws, rules, and regulations governing services and programs under contract, including the following:

1. Accessibility

CONTRACTOR shall comply with the Americans with Disabilities Act of 1990 (P.L. 101.336), ORS 30.670 to ORS 30.685, ORS 659.425, ORS 659.430, and all regulations and administrative rules established pursuant to those laws, in the construction, remodeling, maintenance, and operation of any structures and facilities, and in the conduct of all programs, services, training, educational or otherwise, conducted by CONTRACTOR.

2. Application, Acceptance, Use and Audit of Federal and State Funds

CONTRACTOR agrees to comply with: a) OMB Circulars related to the application, acceptance, use, and audit of federal funds (Nos. A-87: Cost Principles for State and Local Governments; A-102: Grants-in-Aid to State and Local governments; A-128: Audits of State and Local Governments; A-110: Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-profit Organizations; A-122: Cost Principles for Non-profit Organizations; and A-133: Audits of Institutions of Higher Education and other Non-profit Organizations); b) 45 CFR Part 74 Subpart Q and 45 CFR Part 92, Subpart C as they relate to direct and indirect costs; and c) applicable sections of 24 CFR Part 85.

For State funds, CONTRACTOR agrees to comply with Oregon Administrative Rules OAR 309-13-020 Audit Guidelines, 309-13-075 through 309-13-105 Fraud and Embezzlement, and 309-14-030 Standards for Management of all Service Elements.

3. Department of Energy

a. In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the CONTRACTOR by the Department of Energy, this assurance obligates the CONTRACTOR for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the CONTRACTOR for the period during which it retains ownership or possession of the property.

b. CONTRACTOR agrees to compile and maintain information pertaining to programs or activities developed as a result of the CONTRACTOR'S receipt of federal assistance from the Department of Energy. Such information shall include, but is not limited to:

- 1) The manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination;
- 2) The population eligible to be served by race, color, national origin, sex, age, and handicap;
- 3) Data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English;
- 4) The location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of discrimination;

- 5) The present or proposed membership by race, color, national origin, sex, age, and handicap, in any planning or advisory body which is an integral part of the program; and
- 6) Any additional written data determined by the Department of Energy to be relevant to its obligation to assure compliance by CONTRACTOR with applicable laws.

c. CONTRACTOR agrees to submit requested data to the Department of Energy regarding programs and activities developed by the CONTRACTOR from the use of federal assistance funds extended by the Department of Energy. Facilities of the CONTRACTOR (including physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the CONTRACTOR'S compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Equal Opportunity, U.S. Department of Energy.

d. This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (excluding procurement contracts), property, discounts, or other federal assistance extended after the date hereto, to the CONTRACTOR by the Department of Energy, including installment payments on account after such date of application for federal assistance which are approved before such date. The CONTRACTOR recognizes and agrees that such federal assistance will be extended in reliance upon the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the CONTRACTOR, its successors, transferees, and assignees, as well as the person whose signature appears below and who is authorized to sign this assurance on behalf of the CONTRACTOR.

4. Displaced Persons

CONTRACTOR agrees to comply with the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

5. Drug-Free Workplace

CONTRACTOR certifies that it will provide a drug-free workplace in compliance with the federal "Drug-Free Workplace Act of 1988" by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in CONTRACTOR'S workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about 1) the dangers of drug abuse in the workplace; 2) CONTRACTOR'S policy of maintaining a drug-free workplace; 3) any available drug counseling, rehabilitation, and employee assistance programs; and 4) the penalties that may be imposed upon employees for drug abuse violations;
- c. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required above;
- d. Notifying the employee in the statement required above that as a condition of employment on such contract, the employee shall abide by the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- e. Notifying the COUNTY within 10 days after receiving notice under paragraph d. above from an employee or otherwise receiving actual notice of such conviction;
- f. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5154 of the Drug-Free Workplace Act of 1988;

Katie Dent 4/18/96

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. through f. above.

6. Energy Conservation

CONTRACTOR agrees to comply with all standards and policies relating to energy efficiency which are contained in any approved State of Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

7. Environmental Protection

a. CONTRACTOR ensures that if the sums payable under this contract exceed one hundred thousand dollars, CONTRACTOR shall comply with all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act (42 USC 1857 H), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15). CONTRACTOR additionally agrees to promptly report all infractions to the state, federal grantor agency, and to the U.S. Environmental Protection Agency.

b. CONTRACTOR ensures that facilities under its ownership, lease, or supervision which shall be used in the accomplishment of services under this contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it shall notify the Department of Energy or Department of Health and Human Services of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

8. Federal Alcohol Drug Abuse and Mental Health Block Grant

CONTRACTOR shall comply with federal rules and statutes pertaining to the Alcohol Drug and Mental Health and the Social Services (formerly Title XX) Block Grants, including the Public Health Services Act, especially sections 1914(b)(1-5), 1915(c)(12), 1916 (b)(2), and Public Law 97-35. COUNTY and CONTRACTOR agree that federal Alcohol Drug Abuse and Mental Health Block Grant monies, CFDA #93.992, will be restricted to only public or non-profit entities.

9. Flood Insurance

CONTRACTOR agrees to comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires purchase of flood insurance in communities where such insurance is available, as a condition for receipt of any federal financial assistance for construction or acquisition in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special floor hazards.

10. Historic Preservation

CONTRACTOR agrees to assist the Department of Energy or Department of Health and Human Services in their compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC Section 469a-1 et seq.) by: a. consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by activity under this contract and notifying the appropriate federal department of the existence of any such properties; and b. complying with all requirements established by the Department of Energy or Department of Health and Human Services to avoid or mitigate adverse effects upon such properties.

11. Lead-Based Paint Poisoning

Whenever funds under this contract are used directly or indirectly for construction, rehabilitation, or modernization of residential structures, CONTRACTOR shall comply with the HUD Lead-Based Paint regulations (24 CFR Part 35) issued pursuant to the Lead-Based Paint Poisoning Act (42 USC Sections 4831 et. seq.) requiring prohibition of the use of lead-based paint; elimination of immediate lead-based paint hazards in residential structures; and notification of the hazards of lead-based paint poisoning to purchasers and tenants of residential structures constructed prior to 1978.

12. Lobbying for Funds

Pursuant to the requirements of Section 1352 of Public Law 101-121, the CONTRACTOR certifies, to the best of its knowledge and belief, that:

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

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

13. Minimum Wage and Maximum Hours

CONTRACTOR agrees to comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments, and ORS 279.312 (Concerning payment of Laborers and Materialmen, contributions to Industrial Accident fund, liens, and withholding taxes), 279.314 (Concerning payment of claims by public officers), 279.316 (Concerning hours of labor), and 279.320 (Concerning payment for medical care and attention to employees).

14. Oregon Tax Laws

CONTRACTOR assures, under penalty of perjury, that it is not in violation of any Oregon tax laws. For the purposes of this certificate, "Oregon tax laws" means the State inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

Katie Smith 4/18/96

15. Political Activity of Employees

CONTRACTOR agrees to comply with provisions of the Hatch Act which limits the political activity of employees supported with public funds.

16. Pro-Children Act of 1994

The Pro-Children Act of 1994 (P.L. 103-227) requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantees. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

17. Recycling

CONTRACTOR shall use recyclable products to the maximum extent economically feasible in the performance of services set forth in the contract.

CERTIFICATE REGARDING NONDISCRIMINATION

1. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with federal, state, and local laws, rules, and regulations governing equal employment opportunity and nondiscrimination, including:

- a. 45 CFR, Part 74 and 24 CFR Parts 85 and 570.
- b. Executive Order 11063 and Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Federal Acquisition Regulations 48 CFR part 1520 and Department of Labor Regulations 41 CFR Part 60
- c. Titles VI and VII, Civil Rights Act of 1964 (42 USC Section 2000d)
- d. Title VIII, Civil Rights Act of 1968 as amended by Fair Housing Amendments Act of 1988
- e. Title XIX, Social Security Act
- f. Section 16, Federal Energy Administration Act of 1974
- g. Section 401, Energy Reorganization Act of 1974
- h. Title IX, Education Amendments of 1972, as amended
- i. Section 504, Rehabilitation Act of 1973
- j. Age Discrimination Act of 1975
- k. Department of Energy Organization Act of 1977
- l. Energy Conservation and Production Act of 1976, as amended
- m. Americans With Disabilities Act of 1990, Public Law 101-336 and enacting regulations of the EEOC and Department of Justice
- n. Section 109, Housing and Community Development Act of 1974
- o. Section 3 of the Housing and Urban Development Act of 1968
- p. Multnomah County policy on nondiscrimination.

2. Concerning employment, CONTRACTOR assures it will not discriminate against any employee or applicant for employment. This includes refusal to hire, employ or promote, and barring, discharge, dismissal, reduction in compensation, suspension, demotion, or discrimination in work activities and training opportunities. Specific protections include: age, sex, marital status, race, creed, national origin, color, handicap, familial status, and sexual orientation.

3. Concerning program benefits, CONTRACTOR assures that no person in the United States shall, on the grounds of race, color, national origin, sex, age, marital status, familial status, sexual orientation, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the CONTRACTOR receives federal assistance. Where appropriate, CONTRACTOR shall take necessary and appropriate steps to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the federal government.

4. Concerning Subcontractors and Suppliers, no contractor, subcontractor, union, or vendor engaged in any activity under the Community and Family Services Division contract(s) shall discriminate in the sale of materials, equipment, or labor on the basis of age, sex, sexual orientation, marital status, familial status, race, creed, color, national origin, or handicap, nor shall any contractor, subcontractor, union, or vendor engage in discriminatory employment practices as described above.

5. In carrying out these assurances, CONTRACTOR assures that it will, by the effective date of this contract:

- a. Formally adopt a Nondiscrimination Policy, or its essential content, through Board of Director action;
- b. Assure that all programs, activities, and services are not exclusive but rather are open and accessible to all eligible participants;
- c. Incorporate principles of the Nondiscrimination Policy in agency publicity and printed materials directed to program participants, employees, and applicants, including but not limited to: 1) statements of nondiscrimination, such as "Equal

Katie Gault 4/18/96

Opportunity Employer", in general information such as program brochures, annual reports, plans, and job announcements; and
2) posting Nondiscrimination Policy or its equivalent in a prominent public location;

- d. Ensure that agency hiring practices eliminate pre-employment inquiries related to general health or disability questions;
- e. Train staff or receive training for staff on needs of minorities and persons with speech, hearing, vision, and mobility impairments on issues such as: communication skills, community resources for minority elderly and persons with disabilities, availability and use of auxiliary aids, cross-cultural differences;
- f. Develop internal procedures to ensure access to information on existence and location of services, activities, and accessible facilities to persons with speech, hearing, vision, or mobility impairments, and to persons with limited spoken English or reading skills;
- g. Assure that no recipient or other persons shall intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privileges secured by this policy, or because he/she has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this policy. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of this policy.

Katie Deitz 9/18/96

**CERTIFICATE REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

1. CONTRACTOR certifies to the best of its knowledge and belief that neither it nor any of its principles:

a. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

b. Have within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subparagraph 1. b. of this certification; and

d. Have within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where the prospective CONTRACTOR is unable to certify to any of the statements in this certification, such prospective CONTRACTOR shall attach an explanation to this proposal.

PART E: SIGNATURES

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

MULTNOMAH COUNTY

OREGON HEALTH SCIENCES UNIVERSITY-
ADDICTIONS TREATMENT AND TRAINING CLINIC

BY *Lorenz P. ...* 6/15/96
Department of Community and Family Services Director Date

BY _____
Agency Authorized Signer Date

BY *Beverly Stein* 6/20/96
Beverly Stein Date
Multnomah County Chair

BY _____
Agency Authorized Signer Date

Reviewed:
Sandra Duggan
Asst Co Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-9 DATE 6/20/96
DEB BOGSTAD
BOARD CLERK

Meeting Date: JUN 20 1996
Agenda No: C-10
Est. Start Time: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Report to the Board the Hearings Officer's decision on CS 2-96.

BOARD BRIEFING Date Requested:
 Amt. of Time Needed:
 Requested By:

REGULAR MEETING Date Requested: June 20, 1996
 Amt. of Time Needed: 5 Min.

DEPARTMENT: DES **DIVISION:** Transportation & Land Use Planning
CONTACT: Barry Manning **TELEPHONE:** 248-3043
 BLDG/ROOM: 412 / 109

PERSON(S) MAKING PRESENTATION: Barry Manning

ACTION REQUESTED

☐ Informational Only ☐ Policy Direction ☒ Approval ☐ Other

SUGGESTED AGENDA TITLE

Report to the Board the Hearings Officer's decision on CS 2-96.

SIGNATURES REQUIRED

Elected Official: _____

or

Department Manager: KB Lawrence E. Licholtes

BOARD OF
COUNTY COMMISSIONERS
96 JUN 12 AM 8 06
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY

BOARD HEARING of June 20, 1996

CASE NAME: CS 2-96 Community Service Use Request

1. Applicant Name/Address:

**Oregon Department of Transportation
Attn: Vicki Rocker
324 Capitol NE
Salem, OR 97310**

2. Action Requested:

ACTION REQUESTED OF BOARD

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

Appellant requests Community Service Use approval for modernization and reconfiguration of the Oregon Department of Transportation (ODOT) Sylvan Maintenance Facility.

3. Planning Staff Recommendation:

Approve, subject to conditions.

4. Hearings Officer Decision:

Approve, subject to conditions.

5. If recommendation and decision are different, why?

They are the same.

6. Issues:

Community Service Uses require Design Review approval prior to construction. This process can take upwards of three months. The subject property will be annexed to Portland at the end of June. The applicants are required to apply for Design Review prior to annexation, but a final decision on the matter will likely come post-annexation. Sandra Duffy of County Counsel is currently investigating ways to allow the County to legally make a decision on a Design Review matter after annexation has occurred. Failure of the applicant (ODOT) to complete Design Review may invalidate the Community Service Use approval.

7. Implications related to this case:

County Counsel is developing an intergovernmental agreement which allows the County to finalize permits on a property after annexation when permits have been initiated prior to annexation.

HEARINGS OFFICER DECISION

This Decision consists of Conditions, Findings of Fact and Conclusions.

May 31, 1996

CS 2-96

Community Service Use Approval Request

Applicant requests Community Service Use (CS) approval for modernization and reconfiguration of the Oregon Department of Transportation (ODOT) Sylvan Maintenance Station.

Location: 2131 S.W. Scholls Ferry Road

Description of Property: Tax Lots 209, 272, 263; Section 6 1S, 1E

Site Size: 7.0 acres (approximate)

Plan Designation: Urban Residential; Urban Commercial

Zoning Designation: R-20, Single Family Residential
C-3, Retail Commercial

Applicant/Owner: Oregon Department of Transportation, Facilities
324 Capitol NE
Salem, OR 97310

Hearings Officer Decision:

Approve, subject to conditions, the request for Community Service Use based on the Findings and Conclusions contained herein.

Conditions of Approval:

1. Approval of this Community Service Use shall expire two (2) years from the date this Order becomes final, unless substantial development has taken place in accordance with MCC 11.15.7010.

2. Community Service Use designation shall apply only to the portion of the site proposed for development. This portion is indicated as "North Parcel" on the site plan which is attached hereto as Exhibit "A" and which is incorporated by this reference herein.
3. The applicant shall apply for and complete Design Review, as required by MCC 11.15.7805-.7870. Application should be made prior to annexation to the City of Portland and may be completed after annexation.
4. Prior to Multnomah County Design Review approval and any site development, the applicant shall consolidate tax lots 209, 272 and 263 or alternatively apply for and obtain a lot line adjustment to reconfigure the parcels as proposed in the attached Exhibit "A". The applicant shall include portions of the right-of-way adjoining U.S. Highway 26 in the consolidated/reconfigured tax lots in order to meet the setback requirements of the zoning ordinance. Alternatively, the applicant may exclude the right-of-way land, but must redesign the site so that structures conform to the setback requirements of the zone.
5. Prior to Multnomah County Design Review approval and any site development, the applicant shall submit evidence that the appropriate state (DEQ) and local (USA and Portland BES) agencies regulating water quality and stormwater discharge have reviewed and approved the proposal.
6. Prior to Multnomah County Design Review approval and any site development, the applicant shall: 1) submit evidence that police, water and sewer service providers have had an opportunity to review the proposal, and 2) demonstrate that all applicable requirements of the service provider agencies can be met.
7. The applicant shall coordinate with the appropriate Transportation Planning staff regarding road design and right-of-way dedication, and provide sidewalks and street trees on Raab Road and Scholls Ferry Road when those streets are developed, as required by Policy 36.
8. Prior to commencing site development or other ground disturbing activities, the applicant shall either comply with the provisions of MCC 11.15.6700-.6735, Hillside Development and Erosion Control, or if development occurs after annexation, the analogous process at the City of Portland.

PARTY STATUS

1. Parties to the Proceeding:

The persons, agencies and organizations who submitted written or oral testimony in this proceeding.

- A. Applicant: Appearing on behalf of ODOT as applicant's representative, was Don Arambula of Fletcher, Farr, Ayotte, PC. His office address is 708 SW Third, #200, Portland, OR 97204.
- B. Other persons supporting the application:
 - (1) Vickie Rucker, ODOT, 123 NW Flanders, Portland, OR 97209
 - (2) Lou Bruneau, 2929 N. Kerby Ave., Portland, OR 97227
 - (3) Joe Wallace, Portland Fire Bureau, 55 SW Ash, Portland, OR 97204
 - (4) Emmiliese von Clemm, 5710 SW Hewett Blvd., Portland, OR 97221
 - (5) Mike Garvey, Central Precinct Commander, 1111 SW 2nd Ave., Portland, OR 97204
 - (6) Brett Kesterson, City of Portland, 1120 SW 5th Ave., Rm. 841, Portland, OR 97204
 - (7) Tom Woodward, Section Supervisor, ODOT, 2131 SW Scholls Ferry Road, Portland, OR 97221
 - (8) Kathy Lincoln, ODOT Attorney, 1162 Court St., Salem, OR 97303
 - (9) Robert Doran, ODOT, 2131 SW Scholls Ferry Road, Portland, OR 97221
 - (10) Don Neron, 2950 State St., Salem, OR 97310

C. Determination of party status:

ODOT is the property owner and applicant and has appeared through its authorized representative Don Arambula. The other parties who spoke in support of the application made appearance of record pursuant to 11.15.8225 and are entitled to party status as persons who could be aggrieved or have interest that could be adversely affected by the decision.

PROCEDURAL ISSUES

1. Impartiality of the Hearings Officer

- A. No ex parte contacts. I did not have any ex parte contacts prior to the hearing of this matter. I did not make a site visit.
- B. No conflicting personal or financial or family interest. I have no financial interest in the outcome of this proceeding. I have no family or financial relationship with any of the parties.

2. Jurisdiction

At the commencement of the hearing I asked the participants to indicate if they had any objections to jurisdiction. The participants did not allege any jurisdictional or procedural violations regarding the conduct of the hearing.

BURDEN OF PROOF

In this proceeding, the burden of proof is upon the applicant.

FACTS

1. Applicant's Proposal

The Oregon Department of Transportation (ODOT) is applying for a Community Service (CS) designation from Multnomah County for 2.94 acres of property located at the intersection of Scholls Ferry Road and State Highway 26. In conjunction with the new CS designation, ODOT is requesting approval for modification of the current use being made of 3.2 acres adjacent to the east side of the smaller parcel along with

a 0.34 acre portion of the parcel that is currently designated C3 directly adjacent to the east 3.2 parcel. The 3.2 acres is currently designated R20 with a CS overlay.

The application requests modification of the use of the existing CS designated parcel on the east to allow the rebuilding of the maintenance and office building at another location on the property, the removal and replacement of underground fuel storage tanks, and the construction of a waste water retention system for water used to wash maintenance and repair vehicles.

2. Site and Vicinity Information

- A. The address of the subject property is 2131 S.W. Scholls Ferry Road. The proposed site plan shows the location of the property and the current CS overlay zone. The site plan is attached hereto as Exhibit "A" and is incorporated by this reference herein. At the suggestion of County Planning staff, ODOT is prepared to re-arrange tax lots located within the larger area of property owned by the State. In order to accommodate setback lines and to align the tax lots more closely with the terrain and the use, the two parcels will be combined into a north parcel, north of the new Raab Road, and a south parcel, south of the new Raab Road. This re-alignment can be done after the permit is issued.
- B. Along the north boundary of the total 6.14 acre parcel is Raab Road, a local access road which runs parallel to Highway 26, (the Sunset Highway). North of Raab Road, Highway 26 runs east and west, the only highway corridor through the west hills of Portland. The east boundary of the property is adjacent to Scholls Ferry Road. The west and south boundaries of the property slope steeply down to a ravine, and are heavily vegetated. For many years, the south and west aspects of the property faced uninhabited forest. Within the last fifteen (15) years those areas have been developed into residences and a large church.
- C. ODOT has operated a highway maintenance station on the property since the 1950's. The department uses the main building for offices, vehicle dispatch and as a permit center. Highway repair and maintenance vehicles are stored and maintained elsewhere on the property. Fuel tanks for the highway vehicles are buried near the main building.

3. Testimony and Evidence Presented

- A. The exhibits listed in Exhibit List CS 2-96, which is attached hereto as Exhibit "B" were reviewed by the Hearings Officer and received in

support of this application. No evidence was submitted in opposition to the application.

- B. Barry Manning testified for the County, summarized the history of the application and his Staff Report, and identified the slides of the site and surrounding property. The facts stated in the Staff Report are accepted by the Hearings Officer and hereby incorporated by this reference herein.
- C. Vickie Rocker, of ODOT, appeared and provided testimony setting forth some of the background and history of the ODOT maintenance facility at the site.
- D. Don Arambula of Fletcher, Farr, Ayotte, P.C., appeared as applicant's representative. He discussed a series of neighborhood meetings that ODOT had scheduled prior to the commencement of developing plans for the improvements and held during the course of initial development. The concerns of neighbors regarding the environment, the potential runoff, concerns regarding noise and concerns regarding the visual appearance of the site were all considered and addressed in the course of the development of the plans for the proposal.
- E. Lou Bruneau, with the City of Portland, discussed the importance of this facility for the City of Portland and the mutual aid agreement that the State and City maintenance and public works departments have.
- F. Joe Wallace, of the Portland Fire Bureau, testified regarding the location of the facility and its critical importance in terms of its effect on emergency response time.
- G. Emmiliese von Clemm, a neighbor in the area, indicated that the neighbors were appreciative of ODOT's attempts to consider their input in the development of this plan and testified in support of the proposal.
- H. Mike Garvey, the Central Precinct Commander on the west side for the Portland Police Bureau, testified in support of the application and indicated that the highway in this area had significant traffic and the second highest accident history. The availability of the highway department facility was a major factor in terms of life safety and response issues. Without the facility Mr. Garvey felt that the response time would be delayed and that the relevant agencies would not be able to maintain even the existing safety level.

- I. Brett Kesterson, of the City of Portland, testified that the City of Portland wished to keep the maintenance station at this location in order to provide maximum efficiency for the operation of both agencies.
- J. Tom Woodward, an ODOT Section Supervisor, discussed the strategic importance of the location of the site for emergency service providers.
- K. Kathy Lincoln, an attorney for ODOT, discussed the lot line adjustment issue and the conditions recommended by staff in regards to lot consolidation.
- L. Robert Doran, ODOT Assistant District Manager, testified regarding the critical location of this maintenance facility. Mr. Doran also testified that notice of this hearing was posted on the property pursuant to Multnomah County Code requirements on the 3rd of May.
- K. Don Neron, of ODOT, testified regarding the difficulty in finding locations for such facilities and the importance of rebuilding and maintaining this existing facility.

STANDARDS AND CRITERIA, ANALYSIS AND FINDINGS OF FACT

1. Applicability of Community Service Use Standards

I. Zoning Code Considerations:

MCC 11.15.2852

"No building, structure, or land shall be used and no building or structure shall be hereafter erected, altered or enlarged in this district except for the following uses:

*** * ***

- (D) Special uses..., as provided in MCC .7005 through .7041, when approved by the Hearings Officer."**

II. Community Service Use Ordinance Considerations:

MCC 11.15.7020, Uses

- "(A) Except as otherwise provided in MCC .2012, the following Community Service Uses and those of a similar nature, may be**

permitted in any district when approved at a public hearing by the approval authority.

(6) Government building or use."

MCC 11.15.7015, Community Service Use Approval Criteria

"In approving a Community Service use, the approval authority shall find that the proposal meets the following approval criteria except for transmission towers, which shall meet the approval criteria of MCC .7035, and except for regional sanitary landfills which shall comply with MCC .7045 thorough .7070.

(A) Is consistent with the character of the area;"

ANALYSIS:

The proposed use is a government building or use. The property has been used as a highway maintenance station since the 1950's, and contributes to the character of the area. It is located at the intersection of Scholls Ferry Road, a county road, and state Highway 26. The two roads meet at the crest of a hill. Several local routes intersect with the highway within one-half mile in each direction, making this an extremely busy, fairly congested transportation corridor. The maintenance station has been located at this unique juncture for over 40 years, and has served the local community well in that time.

The area surrounding the use is primarily residential on the east, south and west. However, there are some commercial and community service uses in the general area (primarily to the north and east), and the use is also in close proximity to Highway 26. Given that the area is primarily residential, and zoned for residential uses, if this request were made for a "new" use of this type, except for the presence of the freeway, it might be difficult to demonstrate that the use is consistent with the character of the area. However, this use has been established on the present site for a number of years and appears to pre-date much of the nearby residential development. Since it has been a long-established use, the Sylvan Maintenance facility actually is one of the features that contributes to the character of the area. As the applicant is proposing a reconfiguration/modernization of the facility as opposed to a major expansion, impacts due to the change in the facility should be marginal. I find that as an established use in a mixed residential/commercial area in close proximity to a major regional transportation facility, the existing ODOT facility is consistent with the character of the area.

"(B) Will not adversely affect natural resources;"

ANALYSIS:

ODOT is in the process of making improvements to the uses on the property which will enable the department to use the property without impacting natural resources. Currently on the site are two buried fuel tanks, one 10,000 gallon and one 5,000 gallon tank. These will be removed and any contaminated soil removed or treated. The tanks will be replaced with updated tanks which will have no impact on natural resources. The department is working with the Fire Marshall and DEQ in this matter. ODOT will comply with the requirements of the Grading and Erosion Control Permit.

The wash station, where highway maintenance vehicles are cleaned, is another part of the property which currently has some impact because of water run-off. The department will be constructing a wash water retention tank to hold the run-off, treat it and discharge it appropriately. This will be done according to state and federal water pollution elimination standards.

One of the functions of the road maintenance station is to clean out the ditches and culverts along the highway, and sweep them occasionally to remove excess gravel, mud and miscellaneous debris. Those "street sweepings" have been routinely deposited on part of the property. ODOT has completed an environmental analysis of the sweeping fill at the southern portion of the site. The report indicates that the soil does contain contaminants. The fill will be removed and disposed of as required by the DEQ, as part of the realignment of Raab Road. In the future, sweepings will no longer be deposited on the property, but will be trucked to an alternate location to be disposed of.

The changes planned for the site will lessen the impact on the soil and water surrounding and on the site and will improve the overall environmental quality of the site.

The removal of underground tanks must be conducted in coordination with DEQ requirements. Beyond the DEQ requirements, the quantity of excavation makes this work subject to a Grading and Erosion Control Permit, as per MCC 11.15.6700-.6735. As a Condition of Approval, the applicant shall be required to comply with MCC .6700-.6735 prior to commencing site development or other ground disturbing activities.

A wash water retention tank is proposed to hold the run-off from the new wash station, treat it and discharge it appropriately. In order to demonstrate that the new wash station will comply with water quality discharge standards, the applicant shall submit evidence of compliance with NPDES standards and obtain

and submit written approvals from the appropriate state and local agencies as a Condition of Approval.

"(C) Will not conflict with farm or forest uses in the area;"

ANALYSIS:

This area is primarily residential and commercial, except for the public transportation routes in the immediate vicinity. There are no farm or forest uses in the area. Therefore, I find that the proposed use will not conflict with farm or forest uses in the area.

"(D) Will not require public services other than those existing or programmed for the area;"

ANALYSIS:

The site uses electricity, water for washing vehicles and personal use for employees, and sewer. All are currently in place for the property. Police and fire protection are readily available. No new or additional services will be required by the facility.

"(E) Will be located outside a big game winter habitat area as defined by the Oregon Department of Fish and Wildlife or that agency has certified that the impacts will be acceptable;"

ANALYSIS:

This site is not a big game habitat area.

"(F) Will not create hazardous conditions; and"

ANALYSIS:

Past uses have created some hazardous conditions. ODOT is taking this opportunity to clean up the site and institute changes which will prevent any future accumulation of hazardous materials on the site. Many of the contaminants found on the premises were deposited over the many years before there was any regulation or even recognition of the problems with some of these substances. The proposed activities on the site will not create hazardous conditions.

"(G) Will satisfy the applicable policies of the Comprehensive Plan."

ANALYSIS:

See "Comprehensive Plan Policies" to follow.

"(H) Will satisfy other applicable approval criteria as are stated in this section."

ANALYSIS:

See "Other Zoning Ordinance Considerations" to follow.

MCC 11.15.7025, Restrictions

"A building or use approved under MCC .7020 through .7030 shall meet the following requirements.

(A) Minimum yards ... R-20...District:

- (1) Front yards shall be 30 feet.**
- (2) Side yards for one-story buildings shall be 20 feet; for two story buildings, 25 feet.**
- (3) Rear yards shall be as required in the district (30 feet)."**

ANALYSIS:

The applicant has not demonstrated that the setback requirements for the Community Service/R-20 zoning district can be met by the current lot configuration. At the request of planning staff, ODOT, the property owner, has proposed a reconfiguration of the properties so that the parcels/lots more closely match the areas where activities take place, and are aligned to features such as roads. With the proposed parcel reconfiguration, the applicants have demonstrated, in draft form, that required setbacks can be maintained without need of a variance. Conformance with specific setback requirements must be demonstrated in the subsequent Design Review process.

As a Condition of Approval, the applicant shall be required to apply for and obtain a lot line adjustment to reconfigure the parcels as proposed in the attached Exhibit "A" prior to final Design Review approval. Alternatively, the applicants may consolidate tax lots 209, 272 and 263. After consolidation, the new parcel configuration (as on the attached Exhibit "A") will be automatically created after dedication of realigned roadways. In either case, portions of the public-right-of-way adjacent to U.S. 26 must be incorporated into the tax lots in order to meet the building setback requirements of the zone. If the right-of-way is excluded from the reconfigured tax lots, the applicant must redesign the site so that structures conform with the building setback requirements of the zone.

III. Other Zoning Ordinance Considerations:

MCC 11.15.6102, Off-Street Parking - General Provisions

"In the event of the erection of a new building or an addition to an existing building, or any change in the use of an existing building, structure or land which results in an intensified use by customers, occupants, employees or other persons, off-street parking and loading shall be provided according to the requirements of this section."

MCC 11.15.6142, Minimum Required Off-Street Parking Spaces

"(F) Unspecified Uses: Any use not specifically listed above shall have the requirements of the listed use or uses deemed most nearly equivalent by the Planning Director"

ANALYSIS:

The site plan proposes 32 parking spaces for the new facility. Ten of the spaces are for public use. There are currently 23 full time employees at the facility. At least two of these employees always carpool to work. Priority parking spaces will be provided for carpools.

Multnomah County does not have a parking standard which addresses this type of facility specifically. The applicant proposes to provide 32 on site parking spaces to accommodate 23 employees and provide parking for other public purposes such as meetings. This land use most closely fits the parking requirements of a manufacturing/storage use, which would require one space for each two employee positions on the largest shift. Using the manufacturing standard, 12 spaces would be required, plus any additional spaces needed for meetings and public use. Given this, it appears that the 32 spaces proposed should be more than adequate to meet parking demand at the site. However, the number of parking spaces should be reviewed at the design review phase.

E. MCC 11.15.6140, Landscape and Screening Requirements

"(B) Parking or loading spaces located within 50 feet of a property line of a lot in a residential or other district listed in MCC .2002 through .2966 shall be separated from such property line by a sight-obscuring fence with height and materials suitable to meet the requirements of subsection MCC .7850(A)(7)."

ANALYSIS:

The current station is unsightly, unlandscaped and largely unscreened from the surroundings. The proposed new design provides a sight-obscuring landscape barrier and fence around the entire facility, except where it abuts the collector street and Highway 26 on the north side. Berms are used in addition to these measures. The relocation of Scholls Ferry Road, and loss of the current ODOT office building is providing a good opportunity to design a much more compatible and locally acceptable alternative to the current situation. Landscaping and screening will make a big difference in helping the development fit into the neighborhood.

All along Raab Road and Scholls Ferry Road, will be a planting strip with native trees, 30 feet on center. The parking area within the maintenance compound will be landscaped to screen and separate parking, native and compatible plantings will fill in all setbacks of the property, and will cover the berms on the south and east sides. The steep ravine south of Raab Road will also be landscaped with native and compatible plant material. Irrigation will be installed around the maintenance station buildings and along the street plantings. Sidewalks will be installed as the new Scholls Ferry Road and Raab Road are completed. The entire perimeter of the property will be fenced.

I believe that the preliminary proposal reviewed at this juncture demonstrates that the applicant has the ability to satisfy this standard. However, the applicant must demonstrate that the standards for landscaping and screening are met in the subsequent Design Review process.

MCC 11.15.7815, Design Review Plan Approval Required

"No building, grading, parking, land use, sign or other required permit shall be issued for a use subject to this section, nor shall such a use be commenced, enlarged, altered or changed until a final design review plan is approved by the Planning Director, under this ordinance."

ANALYSIS:

As a Condition of Approval, the applicant will be required to comply with the requirements of MCC 11.15.7805-.7870, Design Review. The applicant should initiate Multnomah County Design Review prior to the July 1, 1996 annexation.

2. Comprehensive Plan Policies:**"POLICY NO. 2, OFF-SITE EFFECTS.**

THE COUNTY'S POLICY IS TO APPLY CONDITIONS TO ITS APPROVAL OF LAND USE ACTIONS WHERE IT IS NECESSARY TO:

- A. PROTECT THE PUBLIC FROM THE POTENTIALLY DELETERIOUS EFFECTS OF THE PROPOSED USE; OR
- B. FULFILL THE NEED FOR PUBLIC SERVICE DEMANDS CREATED BY THE PROPOSED USE."

ANALYSIS:

After the changes proposed by the applicant herein are implemented on the property, there will be few negative effects from the use. The use will continue to be the same, and the potentially negative effects of the underground tanks and the vehicle wash water will be eliminated. There will be no more or different public service demands created by the proposed use than the station has required in the past. Even though the applicant is requesting an expansion of the Community Services overlay zone, the actual uses in the area will not change. In fact, the entire parcel will be somewhat smaller than it is now, will be better designed and more compatible with the neighborhood.

"POLICY NO. 4, INTERGOVERNMENTAL COORDINATION: IT IS THE COUNTY'S POLICY TO PARTICIPATE IN INTERGOVERNMENTAL COORDINATION EFFORTS WITH FEDERAL, STATE AND LOCAL GOVERNMENTS AND WITH SPECIAL SERVICE DISTRICTS. THE COUNTY WILL ENSURE THAT THE RESPONSIBILITY AND SUPPORT FOR LAND USE PLANNING WILL BE COORDINATED WITH ADJACENT JURISDICTIONS THROUGH THE ADOPTION OF URBAN PLANNING AREA AGREEMENTS WHICH WILL RECOGNIZE:

- A. THAT IT IS NOT THE COUNTY'S PRIMARY ROLE TO PROVIDE URBAN SERVICES, AND
- B. THAT THE COUNTY'S COMPREHENSIVE FRAMEWORK PLAN AND COMPONENT COMMUNITY PLANS AND IMPLEMENTING ORDINANCES WILL BE THE PRIMARY PLAN FOR UNINCORPORATED AREAS UNTIL AND DURING ANY JURISDICTIONAL TRANSITION, AND
- C. THE COUNTY HAS A RESPONSIBILITY TO SUPPORT THE PLANNING PROCESS FOR UNINCORPORATED AREAS AND
- D. ESTABLISH AND PARTICIPATE IN A COOPERATIVE PROCESS TO ADDRESS THE FUTURE OR URBAN SERVICE PROVISION ISSUES.

IN ADDITION, IT IS THE COUNTY'S POLICY TO SUPPORT:

- 1. ACCOUNTABILITY AND RESPONSIVENESS TO REGIONAL AND COUNTY-WIDE NEEDS, AND
- 2. THE IDENTIFICATION AND MAINTENANCE OF THE URBAN GROWTH BOUNDARY AS ADOPTED BY METRO, AND

3. **THE DELIVERY OF SERVICES NECESSARY COUNTY-WIDE AND IN THE AREAS OUTSIDE THE URBAN GROWTH BOUNDARY, AND**
4. **JOINT DEVELOPMENT PROJECTS WITH THE PRIVATE SECTOR WHICH TARGET PUBLIC INVESTMENTS (FISCAL OR REGULATORY) TO THE SUPPORT OF COUNTY-WIDE BENEFIT AND WHICH FULFILL PERTINENT COMMUNITY PLANS.**
5. **THE ATTEMPT TO PRESERVE THE INTEGRITY OF THE LAND USE POLICIES OF ANY COUNTY COMPREHENSIVE PLAN ELEMENT THAT MAY BE AFFECTED BY THE ACTIONS OF ANOTHER JURISDICTION WHERE THOSE ACTIONS MAY HAVE "OFF-SITE" EFFECTS."**

ANALYSIS:

ODOT's proposal directly addresses the county's policies regarding intergovernmental coordination. This station is affected by a complex east-west corridor transportation plan participated in by the state, Multnomah and Washington counties and the City of Portland. The need for the new building on the property is a result of construction based upon that plan. (The current administration building will be destroyed because of the relocation of Scholls Ferry Road). The county participated with ODOT in months of meetings with local residents regarding the plans for this interchange. Granting applicant's request will merely continue the process begun between the parties many months ago.

The maintenance station is uniquely situated in a vital transportation corridor. The safety of thousands of travelers each day could be affected if the station were to be relocated farther away. This stretch of highway has the second highest accident rate in the state. ODOT responds to problems on the highway, such as ice and snow removal, mud slide clean-up and accident clean-up and prevention from its current location. Delivery of prompt and efficient service is vital on such a highly traveled thoroughfare.

As noted earlier, this property will be annexed to the City of Portland in July of 1996. While the property is in the jurisdiction of Multnomah County, the applicant will be required to conform with Multnomah County land use plans and ordinances, including a subsequent Design Review process. After annexation, the applicants will be required to comply with City of Portland land development standards and regulations.

Policy 4B does provide that the County's implementing ordinances will continue to be applied during jurisdictional transition. Accordingly, it is appropriate to require the applicant to comply with the County Design Review process, even if the process is not completed by the time annexation occurs.

"POLICY NO. 13, AIR, WATER AND NOISE QUALITY.

MULTNOMAH COUNTY, ... SUPPORTS EFFORTS TO IMPROVE AIR AND WATER QUALITY AND TO REDUCE NOISE LEVELS. ... FURTHERMORE, IT IS THE COUNTY'S POLICY TO REQUIRE, PRIOR TO APPROVAL OF A LEGISLATIVE OR QUASI-JUDICIAL ACTION, A STATEMENT FROM THE APPROPRIATE AGENCY THAT ALL STANDARDS CAN BE MET WITH RESPECT TO AIR QUALITY, WATER QUALITY, AND NOISE LEVELS."

ANALYSIS:

ODOT proposes to reduce the potential for pollution by removing the underground fuel tanks and by impounding the wash water from the vehicle wash station. In addition, it is ODOT's plan to truck street sweepings to another location and no longer to deposit debris from the highway on the maintenance station property. Those actions should greatly reduce the potential for accidental pollution on the site.

As a result of meetings with neighbors, the station has been designed to limit noise as much as possible. The activities at the station generate some vehicle noise, sometimes at night when snow plows or gravel trucks are needed to clear the highway or spread gravel. To minimize the noise impact, sanding facilities have been located at the northwest corner of the site, the furthest point possible from the residential areas. The buildings are oriented toward the center of the yard, so the backs are facing the residential areas and will help buffer sound. Garage doors are also facing away from surrounding homes. Berms will be built along Raab Road and Scholls Ferry Road which will decrease the ground to roof height of the buildings, which will decrease reflective noise. The maintenance yard in the center of the buildings was configured to provide for generous turning radii which minimizes vehicles backing up, and attendant maintenance vehicle backing alarm (beeping) noise.

Most of the noise which might create a problem comes from the various maintenance vehicles. All of the maintenance station vehicles meet DEQ noise and emission standards.

The Oregon DEQ does not monitor air quality for this type of use, but does have a odor/dust nuisance rule that would govern some on-site air quality issues. A memo from DEQ to planning staff dated May 7, 1996 indicates that DEQ is not presently aware of any specific [storm] water quality issues or concerns on the subject site.

Since the discharge of wash-water and stormwater as well as the removal and replacement of underground fuel tanks are issues affecting water quality, and because the applicant has not submitted evidence that the appropriate agencies

(DEQ and Unified Sewerage Agency - USA) have found that all standards with respect to these issues can be met, as a Condition of Approval, the applicant shall be required to present evidence that the appropriate agencies have reviewed and commented on these issues prior to Final Design Review approval.

"POLICY NO. 14, DEVELOPMENT LIMITATIONS

THE COUNTY'S POLICY IS TO DIRECT DEVELOPMENT AND LAND FORM ALTERATIONS AWAY FROM AREAS WITH DEVELOPMENT LIMITATIONS EXCEPT UPON A SHOWING THAT DESIGN AND CONSTRUCTION TECHNIQUES CAN MITIGATE ANY PUBLIC HARM OR ASSOCIATED PUBLIC COST, AND MITIGATE ANY ADVERSE EFFECTS TO SURROUNDING PERSONS OR PROPERTIES. DEVELOPMENT LIMITATION AREAS ARE THOSE WHICH HAVE ANY OF THE FOLLOWING CHARACTERISTICS:

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

ANALYSIS:

The site is composed of three types of soils. Developed site areas in the north consist of 8C, Cascade Urban Land Complex. This soil has slopes of 8%-15% and is typified by grading, cutting, filling, or other disturbance in most areas of the soil complex. Much of this soil complex, including the subject site, have been substantially altered by urbanization. The main limitations to development on this soil type are a seasonably high water table, slow permeability and a fragipan at a depth of 20 to 30 inches. The southern portion of the site consists of soil types 7C and 7D, Cascade silt loam, 8% to 30% slopes. These soils are somewhat poorly drained and located on convex side slopes of broad, rolling ridgetops. The main limitations to urban development on these soils are the seasonally high water table, slow permeability, low strength, a fragipan at a depth of 20 to 30 inches and slopes of 8 to 30 percent.

Staff field visits confirmed that the south and west sides of the property slope steeply down a ravine. Development is not proposed for these areas, as slopes exceed 25%. Due to the types of soil on the entire site, the proposed development in proximity to the steeply sloping area of Cascade silt loam soil, and the potential for construction-related erosion to occur, as a Condition of Approval, the applicant shall be required to comply with the provisions of MCC

11.15.6700-.6735, Hillside Development and Erosion Control, prior to site development.

"POLICY NO. 19, COMMUNITY DESIGN:

THE COUNTY'S POLICY IS TO MAINTAIN A COMMUNITY DESIGN PROCESS WHICH:

- A. EVALUATES AND LOCATES DEVELOPMENT PROPOSALS IN TERMS OF SCALE AND RELATED COMMUNITY IMPACTS WITH THE OVERALL PURPOSE BEING A COMPLEMENTARY LAND USE PATTERN.**
- B. EVALUATES INDIVIDUAL PUBLIC AND PRIVATE DEVELOPMENTS FROM A FUNCTIONAL DESIGN PERSPECTIVE, CONSIDERING SUCH FACTORS AS PRIVACY, NOISE, LIGHTS, SIGNING, ACCESS, CIRCULATION, PARKING, PROVISIONS FOR THE HANDICAPPED AND CRIME PREVENTION TECHNIQUES.**
- C. MAINTAINS A DESIGN REVIEW PROCESS AS AN ADMINISTRATIVE PROCEDURE WITH AN APPEAL PROCESS, AND BASED ON PUBLISHED CRITERIA AND GUIDELINES. CRITERIA AND GUIDELINES SHALL BE DEVELOPED SPECIFICALLY FOR COMMERCIAL, INDUSTRIAL AND RESIDENTIAL DEVELOPMENTS.**
- D. ESTABLISHES CRITERIA AND STANDARDS FOR PRE-EXISTING USES, COMMENSURATE WITH THE SCALE OF THE NEW DEVELOPMENT PROPOSED.**
- E. EVALUATES INDIVIDUAL PUBLIC AND PRIVATE DEVELOPMENT ACCORDING TO DESIGN GUIDELINES IN THE APPLICABLE ADOPTED COMMUNITY PLAN."**

ANALYSIS:

Policy 19 is a general County policy which has been implemented through the adoption of a Design Review Process. Design Review and compliance with the requirements of Design Review approval will constitute compliance with this Comprehensive Plan provision.

"POLICY NO. 22, ENERGY CONSERVATION.

THE COUNTY'S POLICY IS TO PROMOTE THE CONSERVATION OF ENERGY AND TO USE ENERGY RESOURCES IN A MORE EFFICIENT MANNER. IN ADDITION, IT IS THE POLICY OF MULTNOMAH COUNTY TO REDUCE DEPENDENCY ON NON-RENEWABLE ENERGY RESOURCES AND TO SUPPORT GREATER UTILIZATION OF RENEWABLE ENERGY RESOURCES. THE COUNTY SHALL REQUIRE A FINDING PRIOR TO THE APPROVAL OF LEGISLATIVE OR QUASI-JUDICIAL ACTION THAT THE FOLLOWING FACTORS HAVE BEEN CONSIDERED:

- A. THE DEVELOPMENT OF ENERGY-EFFICIENT LAND USES AND PRACTICES;**

- B. INCREASED DENSITY AND INTENSITY OF DEVELOPMENT IN URBAN AREAS, ESPECIALLY IN PROXIMITY TO TRANSIT CORRIDORS AND EMPLOYMENT, COMMERCIAL AND RECREATIONAL CENTERS;
- C. AN ENERGY-EFFICIENT TRANSPORTATION SYSTEM LINKED WITH INCREASED MASS TRANSIT, PEDESTRIAN AND BICYCLE FACILITIES;
- D. STREET LAYOUTS, LOTTING PATTERNS AND DESIGNS THAT UTILIZE NATURAL ENVIRONMENTAL AND CLIMACTIC CONDITIONS TO ADVANTAGE.
- E. FINALLY, THE COUNTY WILL ALLOW GREATER FLEXIBILITY IN THE DEVELOPMENT AND USE OF RENEWABLE ENERGY RESOURCES."

ANALYSIS:

ODOT's proposal addresses several of the energy concerns of the county's policy 22: The redesign of the maintenance station will increase the density and intensity of the development. The entire operation will be on a smaller lot. Allowing the development to remain on the same parcel will also keep the equipment and personnel of the maintenance station close to the area they are serving, thereby reducing travel time and energy use. The reason that the station needs to be designed is because of the major construction and redesign of the local transportation network, as part of the Westside Corridor Project. The Westside Corridor Project incorporates mass transit, pedestrian and bicycle facilities which will serve this development.

I find that the location of the maintenance facility in close proximity to Highway 26 and Sylvan Pass provides for an energy efficient land use.

"POLICY NO. 31, COMMUNITY FACILITIES AND USES.

THE COUNTY'S POLICY IS TO:

- A. SUPPORT THE SITING AND DEVELOPMENT OF A FULL RANGE OF COMMUNITY FACILITIES AND SERVICES BY SUPPORTING THE LOCATION AND SCALING OF COMMUNITY FACILITIES AND USES MEETING THE NEEDS OF THE COMMUNITY AND REINFORCING COMMUNITY IDENTITY.
- B. ENCOURAGE COMMUNITY FACILITIES SITING AND EXPANSION AT LOCATIONS REINFORCING ORDERLY AND TIMELY DEVELOPMENT AND EFFICIENT PROVISION OF ALL PUBLIC SERVICES AND FACILITIES.
- C. ENCOURAGE LAND USE DEVELOPMENT WHICH SUPPORT THE EFFICIENT USE OF EXISTING AND PLANNED COMMUNITY FACILITIES.

- D. SUPPORT THE DEVELOPMENT OF A UNIFIED APPROACH TO LONG RANGE COMMUNITY FACILITIES PLANNING AND CAPITAL INVESTMENT PROGRAMMING IN MULTNOMAH COUNTY.
- E. CLASSIFY COMMUNITY FACILITIES ACCORDING TO THEIR FUNCTION AND SCALE OF OPERATIONS.
- F. LOCATE COMMUNITY FACILITIES ON SITES WITH AVERAGE SITE GRADES CONSISTENT WITH A PROJECT'S SCALE AND IMPACTS.
- G. SUPPORT THE LOCATION OF COMMUNITY FACILITIES ON EXISTING TRANSPORTATION SYSTEMS WITH VALUE CAPACITIES AND MODAL MIX SPLITS AVAILABLE AND APPROPRIATE TO SERVE PRESENT AND FUTURE SCALES OF OPERATION.
- H. RESTRICT THE SITING OF COMMUNITY FACILITIES IN LOCATIONS WHERE SITE ACCESS WOULD CAUSE DANGEROUS INTERSECTIONS OR TRAFFIC CONGESTION CONSIDERING THE FOLLOWING:
 - 1. ROADWAY CAPACITIES.
 - 2. EXISTING AND PROJECTED TRAFFIC COUNTS.
 - 3. SPEED LIMITS.
 - 4. NUMBER OF TURNING POINTS.
- I. SUPPORT COMMUNITY FACILITIES SITING AND DEVELOPMENT AT SITES OF A SIZE WHICH CAN ACCOMMODATE THE PRESENT AND FUTURE USES AND IS OF A SHAPE WHICH ALLOWS FOR A SITE LAYOUT IN A MANNER WHICH MAXIMIZES USER CONVENIENCE, ENERGY CONSERVATION, AND PEDESTRIAN AND BICYCLE ACCESS TO AND WITHIN THE SITE.
- J. PROMOTE COMPATIBLE DEVELOPMENT AND MINIMIZE ADVERSE IMPACTS OF SITE DEVELOPMENT ON ADJACENT PROPERTIES AND THE COMMUNITY THROUGH THE APPLICATION OF DESIGN REVIEW STANDARDS CODIFIED IN MCC 11.05.7805-11.05.7865.
- K. PROVIDE FOR THE SITING AND EXPANSION OF COMMUNITY FACILITIES IN A MANNER WHICH ACCORDS WITH THE OTHER APPLICABLE POLICIES OF THIS PLAN."

ANALYSIS:

The maintenance station is at a location which is most convenient for providing the services necessary to properly maintain and supervise Highway 26. The highway is crucial to allowing development and economic activities to continue in the area.

When bad weather hits, this route is usually the first to be cleared and the safest to travel. It is also cleared of debris and spilled fuel when accidents occur, as they do frequently on this high volume thoroughfare. The employees at this maintenance station perform a valuable service for the local community and for those persons traveling through the area.

The Sylvan Maintenance Station has been located at this site since the 1950's. Allowing the department to upgrade and improve its facilities at this location is the most efficient use of the existing facility. ODOT conducted a survey in 1991 and could find no acceptable alternative sites for this particular maintenance station. No other site is as uniquely situated as this one.

The maintenance station does have truck and vehicular traffic in and out of the site. However, truck traffic is not routed through local neighborhood streets. The site has direct access to Scholls Ferry Road, a collector street. Public transportation is available to the site.

The site is large enough to accommodate the uses for which it will be put. Once the road realignment is completed, the useable property will be less than now, but sufficient for the current uses. None of the property within the encircling roads would be desirable for other uses. Access to the site is convenient and unobtrusive to surrounding landowners. Sidewalks will be installed as the highway improvements are completed. Bicycle parking and pedestrian access is planned for the new maintenance facilities.

The Sylvan Maintenance Facility most closely resembles a "major community facility" in scope and scale, and will be evaluated on the criteria for siting facilities of this type. The average site slope standard for siting this type of facility is a slope requirement of 10% or less. As indicated earlier, the portion of the site proposed for development is nearly flat, but portions of the entire site under consideration, primarily to the west and south, are steeply sloped down to a ravine. Since development will not occur on that portion of the site, this criteria is met.

Major Community Facilities are to be sited on lands with direct access to a collector street with no routing through local neighborhood streets (Policy 31, G). The facility is located at Scholls Ferry Road, which is classified as a Minor Arterial. However, direct access to the site is proposed for the realigned Raab Road, which is not currently classified as a Collector. It appears that the realignment of Raab Road is designed to provide access primarily for this development, thus eliminating the need for access onto Scholls Ferry, where traffic conflicts may exist. Vehicles using the ODOT facility will enter and exit onto Raab Road, but the likely destination will be Scholls Ferry. The applicant has indicated that the realignment project will result in a signalized intersection at Raab Road/Scholls Ferry. No routing of maintenance facility traffic through neighborhood streets is indicated. Further, in the Multnomah County Land Use Location Policies general provisions, a statement is made that the location criteria should "be construed in a flexible manner in the interests of accommodating proposals which, though not strictly in conformance with the applicable

criteria, are found to be in the public interest and capable of harmonious integration into the community". The applicant has submitted documentation that they have worked with the community in the design of this project, and that the final result is one which meets the intent of the policy. For these reasons, I find that the proposal meets the vehicular access standards of Policy 31.

I also find that the site is of sufficient size to accommodate the present and future use, and the facility is located at a site that is efficient and essential for maintenance of the highway system. The applicant proposes to reconfigure the subject parcels and the layout of building in a manner that maximizes user convenience, energy conservation, and pedestrian and bicycle access to and within the site.

"POLICY NO. 33A, TRANSPORTATION SYSTEM:

THE COUNTY'S POLICY IS TO IMPLEMENT A BALANCED, SAFE AND EFFICIENT TRANSPORTATION SYSTEM. IN EVALUATING PARTS OF THE SYSTEM, THE COUNTY WILL SUPPORT PROPOSALS WHICH:

- A. IMPLEMENT THE COMPREHENSIVE PLAN;**
- B. BEST ACHIEVE THE OBJECTIVES OF THE SPECIFIC PROJECT;**
- C. PROTECT OR ENHANCE WATER AND AIR QUALITY AND REDUCE NOISE LEVELS;**
- D. PROTECT SOCIAL VALUES AND THE QUALITY OF NEIGHBORHOODS AND COMMUNITIES;**
- E. SUPPORT ECONOMIC GROWTH;**
- F. PROVIDE A SAFE, FUNCTIONAL AND CONVENIENT SYSTEM; AND**
- G. PROVIDE OPTIMUM EFFICIENCY AND EFFECTIVENESS OF INVESTMENT.**
- H. UPDATE AND REFINE THE BICYCLE CORRIDOR CONCEPT PLAN.**

THE COUNTY WILL ALSO CONSIDER:

- I. EQUALITY OF ACCESS TO URBAN OPPORTUNITIES;**
- J. THE DEGREE OF MOBILITY AVAILABLE TO ALL PEOPLE IN TERMS OF ALTERNATIVE TYPES OF TRANSPORTATION;**
- K. ENERGY CONSERVATION AND EFFICIENCY;**
- L. SYSTEM FLEXIBILITY;**
- M. PEDESTRIAN CROSSING AND SAFETY; AND**
- N. THE NEED FOR LANDSCAPING AND OTHER DESIGN TECHNIQUES NECESSARY FOR VISUAL ENHANCEMENT."**

ANALYSIS:

This maintenance station is being impacted by construction contemplated by the Westside Corridor Transportation Plan and as such is an integral part of the

county's land use plan. The maintenance station is a necessary part of the highway system in this area. As discussed herein, the proposal addresses all of the applicable plan provisions.

The adopted transportation plan anticipates a large volume of traffic on the highways surrounding the Sylvan Interchange. Therefore, the maintenance station is a vital segment in the overall transportation plan. It provides the necessary maintenance and upkeep of this critical transportation route.

Along with the application for a CS designation, ODOT is requesting permits to build a waste water diversion system and to remove underground fuel storage tanks and replace them with updated tanks. Both of these improvements will enhance water and soil quality. Measures will be implemented to reduce noise levels.

The neighborhood has had the maintenance station as a neighbor for over 40 years. Many of the nearby homes were built years after the station was constructed. The neighborhood quality has not been changed by the maintenance station.

When the road construction is completed, the station will be surrounded on all sides by roads and highways. It is in a location that is not suitable for most other uses, and therefore is a good use of the property.

Upgrading and widening the highway according to the transportation plan will encourage economic growth in the area, and at either end of the transportation corridor and provide for a safer, more functional and convenient system. In order to ensure that the upgraded and enlarged system remains safe, functional and convenient, the maintenance station needs to remain in close proximity to the highway it will be serving. Well maintained roads and highways will encourage economic growth in the area.

The portions of this policy applicable to the project concern enhancement of water and air quality and reduction of noise levels; protection of social values and quality of neighborhoods; providing a safe, functional and convenient system and providing optimum efficiency and effectiveness of investment. With respect to these issues I find that the location of the facility fulfills the criteria because: a) the project will eliminate hazardous conditions and enhance air and water quality; b) the design of the project is intended to reduce noise impacts; c) the applicant has conducted meetings and negotiations with the neighborhood to develop an acceptable project design; d) the location of the maintenance facility here provides public benefit for reasons of enhanced traffic

safety, and e) locating the facility in another site more distant from Highway 26 reduces the efficiency and effectiveness of the proposed use.

"POLICY NO. 36, TRANSPORTATION DEVELOPMENT REQUIREMENTS.

THE COUNTY'S POLICY IS TO INCREASE THE EFFICIENCY AND AESTHETIC QUALITY OF THE TRAFFICWAYS AND PUBLIC TRANSPORTATION BY REQUIRING:

- A. THE DEDICATION OF ADDITIONAL RIGHT-OF-WAY APPROPRIATE TO THE FUNCTIONAL CLASSIFICATION OF THE STREET GIVEN IN POLICY 34 AND CHAPTER 11.60.**
- B. THE NUMBER OF INGRESS AND EGRESS POINTS BE CONSOLIDATED THROUGH JOINT USE AGREEMENTS,**
- C. VEHICULAR AND TRUCK OFF-STREET PARKING AND LOADING AREAS**
- D. OFF-STREET BUS LOADING AREAS AND SHELTERS FOR RIDERS,**
- E. STREET TREES TO BE PLANTED,**
- F. A PEDESTRIAN CIRCULATION SYSTEM AS GIVEN IN THE SIDEWALK PROVISIONS, CHAPTER 11.60,**
- G. IMPLEMENTATION OF THE BICYCLE CORRIDOR CAPITAL IMPROVEMENTS PROGRAM,**
- H. BICYCLE PARKING FACILITIES AT BICYCLE AND PUBLIC TRANSPORTATION SECTIONS IN NEW COMMERCIAL, INDUSTRIAL AND BUSINESS DEVELOPMENT, AND**
- I. NEW STREETS IMPROVED TO COUNTY STANDARDS IN UNINCORPORATED COUNTY MAY BE DESIGNATED PUBLIC ACCESS ROADS AND MAINTAINED BY THE COUNTY UNTIL ANNEXED INTO A CITY, AS STATED IN ORDINANCE 313."**

ANALYSIS:

The reason that the maintenance station is being re-designed and re-constructed is because of the comprehensive transportation system plan which is being implemented in the area. Most of the issues addressed in the county's policy 36 are part of the improvements to be constructed by Tri-Met and ODOT as they improve the Sylvan Interchange. The highway improvements will address and improve the functional classifications of local streets and Highway 26; access to the various routes, bus loading areas and shelters; pedestrian systems; bicycle corridors; and improvement of local streets. The maintenance station will be designed to allow sufficient off-street parking for its vehicles, employees, and the public. Trees and other landscaping will be provided around the perimeter, as shown in the site plan.

The site plan details access consolidated on Raab Road, and the site provides sufficient off-street parking and loading. The applicants will be required, as a Condition of Approval, to coordinate with the appropriate Transportation

Planning staff regarding road design and right-of-way dedication in the Design Review process, and to provide sidewalks and street trees on Raab Road and Scholls Ferry Road when those streets are developed, as required by this policy.

"POLICY NO. 37, UTILITIES.

THE COUNTY'S POLICY IS TO REQUIRE A FINDING PRIOR TO APPROVAL OF A LEGISLATIVE OR QUASI-JUDICIAL ACTION THAT:

WATER AND DISPOSAL SYSTEM

A. THE PROPOSED USE CAN BE CONNECTED TO A PUBLIC SEWER AND WATER SYSTEM, BOTH OF WHICH HAVE ADEQUATE CAPACITY; OR

DRAINAGE

E. THERE IS ADEQUATE CAPACITY IN THE STORM WATER SYSTEM TO HANDLE THE RUN-OFF; OR

F. THE WATER RUN-OFF CAN BE HANDLED ON THE SITE OR ADEQUATE PROVISIONS CAN BE MADE; AND

G. THE RUN-OFF FROM THE SITE WILL NOT ADVERSELY AFFECT THE WATER QUALITY IN ADJACENT STREAMS, PONDS, LAKES OR ALTER THE DRAINAGE ON ADJOINING LANDS.

ENERGY AND COMMUNICATIONS

H. THERE IS AN ADEQUATE ENERGY SUPPLY TO HANDLE THE NEEDS OF THE PROPOSAL AND THE DEVELOPMENT LEVEL PROJECTED BY THE PLAN; AND

I. COMMUNICATIONS FACILITIES ARE AVAILABLE.

FURTHERMORE, THE COUNTY'S POLICY IS TO CONTINUE COOPERATION WITH THE DEPARTMENT OF ENVIRONMENTAL QUALITY, FOR THE DEVELOPMENT AND IMPLEMENTATION OF A GROUNDWATER QUALITY PLAN TO MEET THE NEEDS OF THE COUNTY."

ANALYSIS:

The proposed use will be connected to a public water and sewer system, as it has been in the past. There will be sufficient capacity for the needs of the employees on the property. The vehicle wash station will have an impoundment system to collect and treat the wash water. Disposal of the treated, clean water may be into the sewer system or into the creek at the south end of the property. The disposal must be in accordance with DEQ and federal water quality standards.

There is an adequate energy supply to handle the needs of the proposal. The development does not require a large amount of electrical energy. There is also sufficient telephone access.

ODOT is also working with the Department of Environmental Quality in the removal of its underground oil storage tanks and clean-up of the contaminated soil left by the street sweepings.

I find that the site is already developed and served by water, sewer, storm water, electrical, and communications facilities/providers. The proposal does have some unique stormwater drainage/water quality issues that have not been fully addressed. DEQ is the agency that is responsible for water quality and must review proposals for compliance with state law. The Unified Sewerage Agency (USA) is the local agency that deals with sanitary sewer and stormwater disposal systems for this site. As a Condition of Approval, the applicant shall demonstrate that all applicable requirements of these agencies are met prior to Final Design Review approval.

"POLICY NO. 38, FACILITIES.

THE COUNTY'S POLICY IS TO REQUIRE A FINDING PRIOR TO APPROVAL OF A LEGISLATIVE OR QUASI-JUDICIAL ACTION THAT:

SCHOOL

- A. THE APPROPRIATE SCHOOL DISTRICT HAS HAD AN OPPORTUNITY TO REVIEW AND COMMENT ON THE PROPOSAL.**

FIRE PROTECTION

- B. THERE IS ADEQUATE WATER PRESSURE AND FLOW FOR FIRE FIGHTING PURPOSES; AND**
- C. THE APPROPRIATE FIRE DISTRICT HAS HAD AN OPPORTUNITY TO REVIEW AND COMMENT ON THE PROPOSAL.**

POLICE PROTECTION

- D. THE PROPOSAL CAN RECEIVE ADEQUATE LOCAL POLICE PROTECTION IN ACCORDANCE WITH THE STANDARDS OF THE JURISDICTION PROVIDING POLICE PROTECTION."**

ANALYSIS:

There is adequate fire protection for the development. It has been a fixture in the area for many years. The site will receive adequate local police protection, and was supported at the hearing by testimony from representatives of the Portland Fire Bureau and Portland Police Department.

The applicant has submitted the Fire District Review form completed by the Tualatin Valley Fire and Rescue District. The District has indicated that they have "no problem" with the request made on the planning application. However, they require the applicant to submit plans showing emergency access roadway for review and approval prior to development. A completed Police Service Review form has not been submitted, and will be required as a

Condition of Approval, prior to Final Design Review. The proposal will have no impact on school facilities.

"POLICY NO. 40, DEVELOPMENT REQUIREMENTS.

THE COUNTY'S POLICY IS TO ENCOURAGE A CONNECTED PARK AND RECREATION SYSTEM AND TO PROVIDE FOR SMALL PRIVATE RECREATION AREAS BY REQUIRING A FINDING PRIOR TO APPROVAL OF LEGISLATIVE OR QUASI-JUDICIAL ACTION THAT:

- A. PEDESTRIAN AND BICYCLE PATH CONNECTIONS TO PARKS, RECREATION AREAS AND COMMUNITY FACILITIES WILL BE DEDICATED WHERE APPROPRIATE AND WHERE DESIGNATED IN THE BICYCLE CORRIDOR CAPITAL IMPROVEMENTS PROGRAM AND MAP.**
- B. LANDSCAPED AREAS WITH BENCHES WILL BE PROVIDED IN COMMERCIAL, INDUSTRIAL AND MULTIPLE FAMILY DEVELOPMENTS, WHERE APPROPRIATE.**
- C. AREAS FOR BICYCLE PARKING FACILITIES WILL BE REQUIRED IN DEVELOPMENT PROPOSALS, WHERE APPROPRIATE."**

ANALYSIS:

ODOT's plans include a bicycle parking facility within one of the garages for the new station. Appropriate bicycle paths and corridors will be provided as part of the street and highway improvements being constructed in the area over the next several years, pursuant to the approved Westside Corridor Transportation Plan. This policy has been appropriately addressed by this proposal.

3. Transportation Planning Rule Considerations

Since Multnomah County has not amended local land use regulations to implement the Transportation Planning Rule (TPR), we apply the relevant provisions of the rule directly to each applicable land use decision. The areas of the TPR that must be addressed are OAR 660-12-045(3), (4)(a)-(e), and (5)(d).

"OAR 660-12-045(3): Local governments shall adopt land use or subdivision regulations for urban areas and rural communities as set forth below. The purposes of this section are to provide for safe and convenient pedestrian, bicycle and vehicular circulation consistent with access management standards and the function of affected streets, to ensure that new development provides on-site streets and accessways that provide reasonably direct routes for pedestrian and bicycle travel in areas where pedestrian and bicycle travel is likely if connections are provided, and which avoids wherever possible levels of automobile traffic which might interfere with or discourage pedestrian or bicycle travel."

ANALYSIS:

New and improved pedestrian and bicycles access have been provided as part of the proposed Sylvan Maintenance Station plan. Sidewalks are located on both Scholls Ferry Road and Raab Road. Bicycle lanes and corridors are provided along Raab Road.

"(a) Bicycle parking facilities as part of new multi-family residential developments of four units or more, new retail, office and institutional developments, and all transit transfer stations and park and ride lots."

ANALYSIS:

The site plan proposes that bicycle parking facilities be located within a storage bay of a garage building. Furthermore, shower facilities will be provided within the administration building for bicycle commuters.

"(b) On-site facilities shall be provided which accommodate safe and convenient pedestrian and bicycle access from within new subdivisions, multi-family development, planned developments, shopping centers, and commercial districts to adjacent residential areas and transit stops, and to neighborhood activity centers within one-half mile of the development. Single family residential developments shall generally include street and accessways. Pedestrian circulation through parking lots should generally be provided in the form of accessways."

ANALYSIS:

The pedestrian and bicycle access proposed by the station project and the realignment of Scholls Ferry and Raab Road provide an opportunity for future connections to other developments and commercial districts in the area.

"(A) "Neighborhood activity centers" includes, but is not limited to existing or planned schools, parks, shopping areas, transit stops or employment centers."

ANALYSIS:

Walkways along Scholls Ferry and Raab Road provide an opportunity to connect to nearby residential areas, schools and retail.

"(B) Sidewalks shall be required to align arterials, collectors and most local streets in urban areas, except that sidewalks are not required along controlled access roadways, such as freeways."

ANALYSIS:

Sidewalks are provided along both sides of Scholls Ferry Road and along the north side of Raab Road. Unfortunately, surrounding developments have no sidewalks along arterials or collectors. This development may be viewed as the first step in establishing a network of pedestrian walkways for the entire neighborhood.

"(C) Cul-de-sacs and other dead end streets may be used as part of a development plan, consistent with the purposes set forth in this section."

ANALYSIS:

No cul-de-sacs or other dead end streets are proposed.

"(c) Where off site road improvements are otherwise required as a condition of development approval, they shall include facilities accommodating convenient pedestrian and bicycle travel, including bicycle ways along arterials and major collectors."

ANALYSIS:

Sidewalks are proposed for both sides of Scholls Ferry Road and along the north side of Raab Road. Bicycle lanes and corridors with access to the site will be provided as part of the Raab Road realignment project.

"(d) For purposes of subsection (b) "safe and convenient" means bicycle and pedestrian routes, facilities and improvements which:

(A) Are reasonably free from hazards, particularly types or levels of automobile traffic which would interfere with or discourage pedestrian or cycle travel for short trips."

ANALYSIS:

Sidewalks landscaped with a planting strip of trees (30' o.c.) provides for a pedestrian friendly walkway along both sides of Scholls Ferry Road, which has potentially heavy traffic at times. Raab Road has lighter traffic and has both landscaped sidewalks and bicycle lanes.

"(B) Provide a reasonable direct route of travel between destinations such as between a transit stop and a store; and,"

ANALYSIS:

The transit stop located on the east side of Scholls Ferry Road is directly adjacent to the sidewalk, providing for a direct route of travel to stores.

"(C) Meet travel needs of cyclists and pedestrians considering destination and length of trip; and considering that the optimum length of pedestrians is generally 1/4 mile to 1/2 mile."

ANALYSIS:

Retail and commercial facilities located within 1/4 mile of the site will be easier to access with the implementation of sidewalks on Scholls Ferry Road and bike lanes and sidewalks along Raab Road.

"OAR 660-12-045(4): To support transit in urban areas containing a population greater than 25,000 where the area is already served by a public transit system or where a determination has been made that a public transit system is feasible, local governments shall adopt land use and subdivision regulations as provided in (a)-(f) below.

(a) Transit routes and transit facilities shall be designed to support transit use through provision of bus stops, pullouts and shelters, optimum road geometrics, on-road parking restrictions and similar facilities, as appropriate."

ANALYSIS:

Transit routes and stops will occur on the east side of Scholls Ferry Road. Support facilities for the transit route will be provided as part of the realignment of Scholls Ferry.

"(b) New retail, office and institutional buildings at or near major transit stops shall provide for convenient pedestrian access to transit through the measures listed in (A) and (B) below.

(A) Walkways shall be provided connecting building entrances and streets adjoining the site."

ANALYSIS:

The plan proposes a pedestrian walkway connecting the administration building to the network of sidewalks along Scholls Ferry Road and Raab Road.

"(B) Pedestrian connections to adjoining properties shall be provided except where such a connection is impracticable as provided for in OAR 660-12-045(3)(b)(B). Pedestrian connections shall connect the on site circulation system to existing or proposed streets, walkways, and driveways that abut the property. Where adjacent properties are undeveloped or have potential for redevelopment, streets, accessways and walkways on site shall be laid out or stubbed to allow for extension to the adjoining property."

ANALYSIS:

Pedestrian connections to the surrounding network of accessways and walkways has been provided at the station where it is appropriate, such as the administrative building. The rest of the facility is largely an open yard and supports mainly vehicular activity.

"(c) Local governments may implement 4(b)(A) and (B) above through the designation of pedestrian districts and adoption of appropriate implementing measures regulating development within pedestrian districts. Pedestrian districts must comply with the requirement of 4(b)(C) above.

(d) Designated employee parking areas in new developments shall provide preferential parking for carpools and vanpools."

ANALYSIS:

Employee parking at the station will provide two preferential parking spaces for carpools and vanpools.

"OAR 660-12-045(5): In MPO areas, local governments shall adopt land use and subdivision regulations to reduce reliance on the automobile which:

(d) Require all major industrial, institutional, retail and office developments to provide either a transit stop on site or connection to a transit stop along a transit trunk route when the transit operator requires such an improvement."

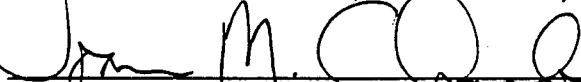
ANALYSIS:

A transit stop will be provided along the east side of Scholls Ferry Road. Connection to the site will be provided by a crosswalk at the intersection of Scholls Ferry Road.

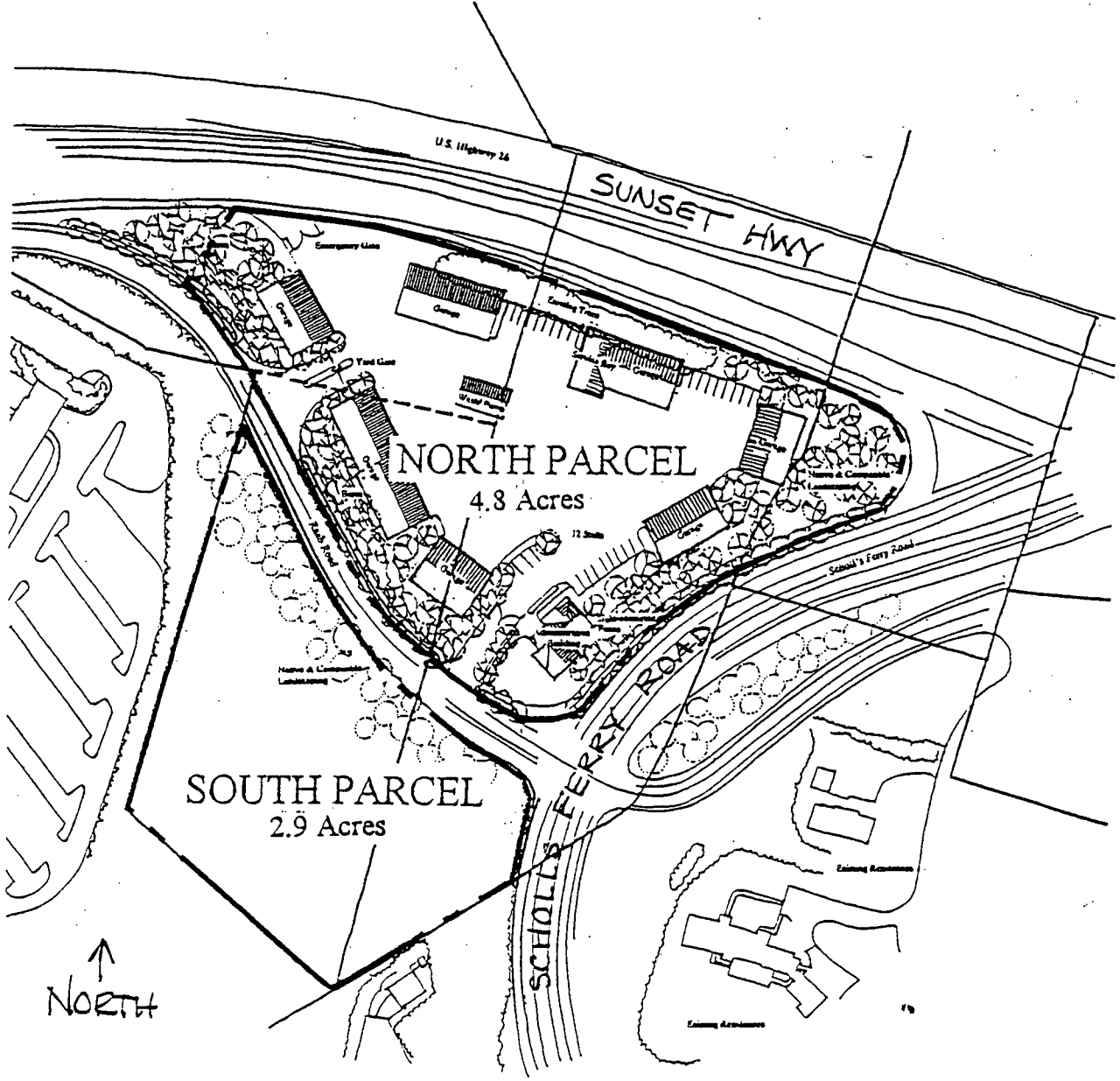
CONCLUSION

Based on the findings and the substantial evidence cited or referenced herein, I conclude that the application for the Community Service Use for the North Parcel on Exhibit "A" satisfies all applicable approval criteria provided that the Conditions of Approval are complied with. Accordingly, Community Service Use approval is hereby granted to the area designated North Parcel on Exhibit "A", subject to the Conditions of Approval contained herein.

IT IS SO ORDERED, this 31st day of May, 1996.



JOAN M. CHAMBERS, Hearings Officer



Site Plan
CS 2-96

Exhibit List CS 2-96

- A.
 - 1. Application
 - 2. Application Narrative
 - 3. Additional Application Narrative - TPR
 - 4. Additional Application Narrative - Appendix A
 - 5. Memo of Understanding
 - 6. Trip Generation table (applicant's Exhibit 3)
 - 7. Traffic Counts (applicant's Exhibit 4)

- B.
 - 1. Map of Area (applicant's Exhibit 1)
 - 2. Proposed lot reconfiguration and Site Plan (applicant's Exhibit 2)
 - 3. Section drawings (3) of proposal (applicant's Exhibit 5)
 - 4. County Zoning Map

- C.
 - 1. Illustrative/Parking Plan (32 stalls)
 - 2. Utilities/Site Plan

- D.
 - 1. Notice of Public Hearing
 - 2. Receipt for Posting Signs

- E.
 - 1. Police Service Form
 - 2. Fire Service Form
 - 3. Water Service Form
 - 4. On-site Sewage Service Form
 - 5. School District Service Form

MEETING DATE: JUN 20 1996

AGENDA NO: C-11

(Above Space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Revenue Amendment #1 between DJJS and Clackamas County

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: 3 minutes

DEPARTMENT: Juvenile Justice Services DIVISION: _____

CONTACT: Alandria Taylor TELEPHONE#: 248-3968

PERSON(S) MAKING PRESENTATION: Elyse Clawson / Jim Anderson

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Ratification of an Intergovernmental Revenue Amendment #1 between Multnomah County Juvenile Justice Services and Clackamas County for the use of four (4) additional guaranteed bed spaces in the Juvenile Justice Complex for detention of youth referred to the Clackamas County juvenile justice system.

6/24/96 ORIGINALS TO ALANDRIA TAYLOR

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
96 JUN 13 PM 3:00
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

(See Administrative Procedures CON-1)

Contract # 102955

Amendment # 1

[illegible]

JUVENILE DETENTION INTERGOVERNMENTAL COOPERATION
AGREEMENT REGULATING DELIVERY OF DETENTION SERVICES
CONTRACT 102955 AMENDMENT #1

This amendment is made this 16 day of May, 1996, between the Multnomah County Juvenile Justice Services, hereinafter "Multnomah", and Clackamas Juvenile Detention, hereinafter referred to as "Clackamas". It is understood by both parties that all conditions and agreements in the original Intergovernmental Agreement not superseded by the language of this Amendment are still in force and apply to this Amendment.

CONTRACT TERMS:

1. By amending the agreement document Section II,C,1, entitled Compensation Rates and Mode of Payment to amend the total number of Bed Spaces from ten (10) to fourteen (14) Bed Spaces.

2. By amending the agreement document Section II,C,3, entitled Compensation Rates and Mode of Payments to read as follows:

On those occasions when Clackamas requires bed space in excess of the guaranteed fourteen (14) hereinabove described, the rate for each such additional Bed Space shall be \$148.41 per day, when available.

3. By amending the agreement document Section II,C,1 to read as follows:

From May 3, 1995, through June 30, 1995, Multnomah County shall guarantee an additional four (4) beds at the rate of \$148.41 per day per bed, to be paid whether or not beds are occupied. This change brings the total to be paid under this contract to \$386,750.

IN WITNESS WHEREOF, the parties have hereto caused this agreement to be executed on this 16 day of May, 1996, by their duly authorized officers as of the day and year first hereinabove written.

BOARD OF COUNTY
COMMISSIONERS
(Multnomah County)

Chair

APPROVED MULTNOMAH COUNTY

BOARD OF COMMISSIONERS

AGENDA # C-11 DATE 6/20/96

DEB BOGSTAD

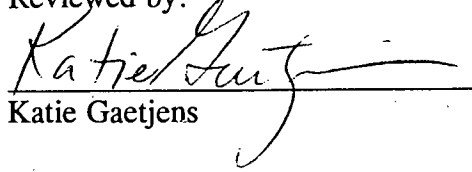
BOARD CLERK

BOARD OF COUNTY
COMMISSIONERS
(Clackamas County)

Chair

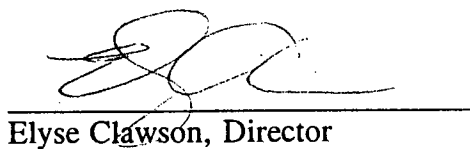
Date: 3/18/96

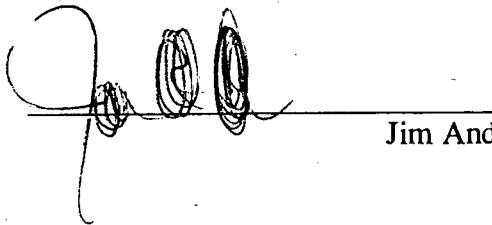
Reviewed by:


Katie Gaetjens

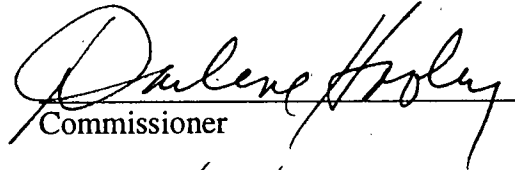
For:

LAURENCE KRESSEL,
County Counsel for
Multnomah County, Oregon


Elyse Clawson, Director

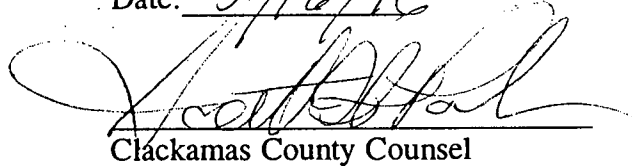

Jim Anderson, Program Manager

Date: _____


Commissioner

Date: 5/16/96

Date: 5/16/96


Clackamas County Counsel

Date: 3-17-96

MEETING DATE: JUN 20 1998

AGENDA NO: C-12

(Above Space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Revenue Amendment #2 between DJJS and Clackamas County

BOARD BRIEFING

Date Requested: _____

Amount of Time Needed: 3 minutes

DEPARTMENT: Juvenile Justice Services

DIVISION: _____

CONTACT: Alandria Taylor

TELEPHONE#: 248-3968

PERSON(S) MAKING PRESENTATION: Elyse Clawson / Jim Anderson

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Ratification of an Intergovernmental Revenue Amendment #2 between Multnomah County Juvenile Justice Services and Clackamas County to continue the use of fourteen (14) guaranteed bed spaces in the Juvenile Justice Complex for the detention of youth referred to the Clackamas County juvenile justice system.

6/24/96 ORIGINALS to ALANDRIA TAYLOR

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
96 JUN 13 PM 3:00
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF JUVENILE JUSTICE SERVICES
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460
TDD 248-3561

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: Elyse Clawson, Director
Department of Juvenile Justice Services

DATE: June 12, 1996

RE: Approval of an Intergovernmental Revenue Amendment #2 between Multnomah County Department of Juvenile Justice Services and Clackamas Regulating Delivery of Detention Services

1. RECOMMENDATION/ACTION REQUESTED:

The Department of Juvenile Justice Services recommends the Board's approval of an Intergovernmental Revenue Amendment #2 between Clackamas County and Multnomah County for the use of fourteen (14) guaranteed bed spaces in the Juvenile Justice Complex for the detention of youth referred to the Clackamas County juvenile justice system.

11. BACKGROUND/ANALYSIS:

The Department of Juvenile Justice Services (DJJS) has contracted with Clackamas County Juvenile Department for more than 17 years to offer detention services in the Tri-County Area for counties which do not have a detention facility.

This Amendment stipulates payment by Clackamas of \$603,579 to be paid to Multnomah County for the exclusive use of fourteen (14) bed spaces. The first ten (10) beds Clackamas will pay to Multnomah County \$106 per day for each bed. Clackamas will also pay to Multnomah County \$148.41 per day for the additional four (4) bed spaces whether or not beds are occupied. Every youth served under this Agreement will receive the daily services of supervision, food, and basic care as do all youth placed in the detention facility.

RETROACTIVE STATUS:

A decision was made by Clackamas County Juvenile Department to increase their guaranteed bed space from ten to fourteen in mid May of 1995. This also created a delay in their respective counties budget approval process, causing a further delay in Multnomah County's ratification process. Consequently, this Amendment #2 is retroactive effective July 1, 1995 to June 30, 1996.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☐

Contract # 102955

Prior-Approved Contract Boilerplate: ☒ Attached: ☐ Not Attached

Amendment # 2

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p> <p><input type="checkbox"/> Intergovernmental Agreement under \$25,000</p>	<p 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 over \$25,000</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-12</u> DATE <u>6/20/96</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u> BOARD CLERK</p>
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Department: Juvenile Justice Services Division: _____ Date: June 5, 1996

Contract Originator: Jim Anderson Phone: 248-3460 Bldg/Room: 311/DJJS

Administrative Contact: Alandria Taylor Phone: 248-3968 Bldg/Room: 311/DJJS

Description of Contract: This Intergovernmental revenue Amendment #2 allows Clackamas County the continued exclusive use of fourteen (14) guaranteed bed spaces in the Juvenile Justice Complex for the detention of youth referred to the Clackamas County juvenile justice system.

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

ORS/AR #: _____ (Check all boxes that apply) Contractor is ☐ MBE ☐ WBE ☐ QRF ☐ N/A ☒ None

Original Contract No. _____ (ONLY FOR ORIGINAL RENEWALS)

<p>Contractor Name: <u>CLACKAMAS COUNTY</u></p> <p>Mailing Address: <u>2121 Kaen Road</u> <u>Oregon City, OR 97045</u></p> <p>Phone: <u>655-8348</u></p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: <u>July 1, 1994</u></p> <p>Termination Date: <u>June 30, 1996</u></p> <p>Original Contract Amount: \$ <u>351,725</u></p> <p>Total Amt of Previous Amendments: \$ <u>35,024</u></p> <p>Amount of Amendment: \$ <u>603,579</u></p> <p>Total Amount of Agreement: \$ <u>387,353,579</u></p>	<p>Remittance Address (if different) _____</p> <table style="width:100%;"> <tr> <td style="width:50%;">Payment Schedule</td> <td style="width:50%;">Terms</td> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input type="checkbox"/> Monthly \$ _____</td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input type="checkbox"/> Other \$ _____</td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input type="checkbox"/> Requirements Not to Exceed \$ _____		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Payment Schedule	Terms																
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<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other																
<input type="checkbox"/> Requirements contract - Requisition Required																	
Purchase Order No. _____																	
<input type="checkbox"/> Requirements Not to Exceed \$ _____																	
Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

REQUIRED SIGNATURES:

Department Manager: [Signature]

Purchasing Manager: [Signature]

(Class II Contracts Only)

County Counsel: [Signature]

County Chair/Sheriff: [Signature]

Contract Administration: _____

(Class I, Class II Contracts Only)

Date: 6-6-96

Date: _____

Date: 6/13/96

Date: June 20, 1996

Date: _____

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
<u>02</u>	<u>100</u>	<u>012</u>	<u>2570</u>			<u>2701</u>		<u>REVD</u>	<u>Regional Det</u>	<u>603,579</u>	
<u>03</u>											

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

JUVENILE DETENTION INTERGOVERNMENTAL COOPERATION
AGREEMENT REGULATING DELIVERY OF DETENTION SERVICES
CONTRACT #102955 AMENDMENT #2

This amendment is made this 16 day of May, 1996, between the Multnomah County Juvenile Justice Services, hereinafter "Multnomah", and Clackamas Juvenile Detention, hereinafter referred to as "Clackamas". It is understood by both parties that all conditions and agreements in the original Intergovernmental Agreement not superseded by the language of this Amendment are still in force and apply to this Amendment.

CONTRACT TERMS:

1. By amending the agreement document Section II,C,1, entitled Compensation Rates and Mode of Payment to amend the total number of Bed Spaces from ten (10) to fourteen (14) Bed Spaces.

2. By amending the agreement document Section II,C,3, entitled Compensation Rates and Mode of Payments to read as follows:

On those occasions when Clackamas requires bed space in excess of the guaranteed fourteen (14) hereinabove described, the rate for each such additional Bed Space shall be \$148.41 per day, when available.

3. By amending the agreement document Section II,C,1 to read as follows:

From July 1, 1995, through June 30, 1996, Multnomah County shall guarantee an additional four (4) beds at the rate of \$148.41 per day per bed, to be paid whether or not beds are occupied. This change brings the total to be paid under this contract to \$603,579.

IN WITNESS WHEREOF, the parties have hereto caused this agreement to be executed on this 16 day of May, 1996, by their duly authorized officers as of the day and year first hereinabove written.

BOARD OF COUNTY
COMMISSIONERS
(Multnomah County)

Chair

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # C-12 DATE 6/20/96
DEB BOGSTAD

BOARD CLERK

BOARD OF COUNTY
COMMISSIONERS
(Clackamas County)

Chair

Date: 3/22/96

Reviewed by:

Katie Gaetjens
Katie Gaetjens

For:

LAURENCE KRESSEL,
County Counsel for
Multnomah County, Oregon

Elyse Clawson
Elyse Clawson, Director

Jim Anderson
Jim Anderson, Program Manager

Date: _____

Dulene Hordley
Commissioner

Date: 5/16/96

Date: 5/16/96

Clackamas County Counsel
Clackamas County Counsel

Date: _____

MEETING DATE: JUN 20 1996

AGENDA #: R-2

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Central Library naming to honor donors

BOARD BRIEFING: DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: June 20, 1996

AMOUNT OF TIME NEEDED: 15 minutes

DEPARTMENT: Library DIVISION: Administration

CONTACT: Ginnie Cooper TELEPHONE #: 248-5403

BLDG/ROOM #: 317/ADM

PERSON(S) MAKING PRESENTATION: Ginnie Cooper

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

6/20/96 copies to Ginnie Cooper

SIGNATURES REQUIRED:

ELECTED
OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: Ginnie Cooper

BOARD OF
COUNTY COMMISSIONERS
96 JUN 10 AM 9:17
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

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

TO: Board of County Commissioners
FROM: Ginnie Cooper, *Ginnie* Director of Libraries
DATE: June 4, 1996

REQUESTED PLACEMENT DATE: Thursday, June 20, 1996

SUBJECT: Central Library: naming spaces to honor donors

I. Recommendation/Action Requested:

Approval of plan for naming rooms and other areas at Central Library in honor of financial gifts to The Library Foundation.

II. Background/Analysis:

A plan for naming spaces at Central has been approved by the Library Board and the Library Foundation Board of Trustees to recognize the most generous donors to the Campaign for Central Library. The Library Foundation has a campaign goal of \$3 million.

The dollar amounts of these naming opportunities are based on the total square footage for each area and average cost per square foot. The gift amount required for an area to be named is equal to, or greater than, half the cost calculated in this manner.

The attached list of Naming Opportunities totals about \$7 million. We expect this list to be of use for the next decade or more. Having this list in place will provide a mechanism for recognizing donors over the long term. Additional Central areas may be designated in the future.

This proposal does not preclude your option to name an area for a reason other than a financial contribution.

III. Financial Impact:

Having this plan in place should encourage gifts in general and raise the level of gifts in order to be so recognized. As per your earlier resolution, funds generated by the Library Foundation, Inc. shall be supplemental to the public funds and entrepreneurial funds raised to support the Library.

IV. Legal Issues:

None.

V. Controversial Issues:

None.

VI. Link to Current County Policies:

None.

VII. Citizen Participation:

The Multnomah County Library Board discussed and approved this plan. The plan was developed by the board of the citizen group, The Library Foundation, Inc. The Library Foundation has a gift acceptance committee which will also review and approve potential gifts for compliance with this and other plans.

VIII. Other Government Participation:

None.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of Central Library: Naming)
Spaces to Honor Donors)

RESOLUTION

96-110

WHEREAS the Multnomah County Board of Commissioners endorses and supports the activities of the Library Foundation, Inc., and

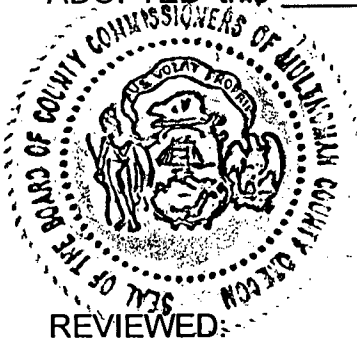
WHEREAS the Library Foundation, Inc., is campaigning for supplemental funds to enhance the renovation of the Central Library, and

WHEREAS the Multnomah County Library Board has approved the plan for naming spaces at Central to recognize the generous donors to the Campaign for Central Library.

NOW, THEREFORE, BE IT RESOLVED, that,

The Multnomah County Board of Commissioners approves plan developed by The Library Foundation, Inc., for naming spaces as recognition for financial gifts to the Library.

ADOPTED this 20th day of June , 1996.



BOARD OF COUNTY COMMISSIONERS FOR
MULTNOMAH COUNTY, OREGON

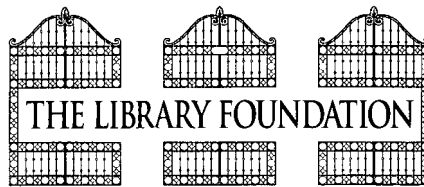
By

Beverly Stein
Beverly Stein, Chair
Multnomah County, Oregon

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By

Sandra L. Duffy
Assistant County Counsel



Campaign for Central Library Naming Opportunities

The Library Foundation, Inc., offers the following naming opportunities to recognize the most generous donors to the Campaign for Central Library. The dollar amounts are based on a total square footage for each area and average cost per square foot. Gifts to the Campaign for Central Library can be made in the form of cash, stock, estate gifts, or a combination of cash and estate gifts. These naming opportunities have been approved by the Library Board and pending approval of the Multnomah County Commissioners.

* * * * *

Areas with Named Recognition

The Beverly Cleary Children's Library

The Henry Failing Art and Music Library

Naming opportunities in **bold print** must be accomplished during the renovation.

Periodical Library	\$750,000
Popular Library	\$750,000
Literature and History Library	\$750,000
Science and Business Library	\$750,000
Central Staircase	\$500,000
First Floor Lobby	\$300,000
Government Documents Room	\$250,000
Third Floor Gallery	\$250,000
Second Floor Lobby	\$250,000
Rare Book Room	\$250,000
First Floor Foyer	\$150,000
Public Meeting Room	\$150,000
Elevator	\$100,000
Staff Lounge	\$100,000
Children's Story Theater	\$100,000
Outside Landscaping	\$ 75,000
Roof Terrace	\$ 50,000

THE LIBRARY FOUNDATION, INC.

Serving the People of Multnomah County

205 N.E. Russell Street • Portland, Oregon 97212-3796

TEL: (503) 248-5402 • FAX: (503) 248-5441 • INTERNET: libf@nethost.multnomah.lib.or.us

Light Fixture	\$ 50,000	
Vestibule	\$ 50,000	
Fifth Floor Conference Room	\$ 35,000	
Outside Lighting	\$ 30,000	
Writers Room	\$ 25,000	(gift pending)
Quiet Study Room	\$ 25,000	
Information Desk (7)	\$ 25,000	
Tree Root Pruning	\$ 20,000	
Life Long Learning Center	\$ 20,000	
First Floor Display Cases	\$ 20,000	
Historic Chairs	\$ 20,000	
Grants Information Center	\$ 15,000	
Large Print Center	\$ 15,000	
Technology Tables (15)	\$ 15,000	
First Floor Landing Table	\$ 10,000	
Consumer Information Center	\$ 7,500	
Outside Drinking Fountain	\$ 5,000	(gift pending)
Study Tables (70)	\$ 5,000	
Outside Benches (22)	\$ 3,000	
Chairs (460)	\$ 1,000	

Endowment - \$25,000 to name an endowed fund

- Books and materials
- Information access and technology
- Just for the Children
- Visiting Writers and Artists Program
- Music in the Library
- Special Exhibits

MEETING DATE: JUN 20 1996

AGENDA #: R-3

ESTIMATED START TIME: 9:45

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA INTERGOVERNMENTAL AGREEMENT - PORTLAND COMMUNITY COLLEGE

BOARD BRIEFING:

DATE REQUESTED: June 13, 1996

REQUESTED BY: Sherine Murphy

AMOUNT OF TIME NEEDED: Consent

REGULAR MEETING:

DATE REQUESTED: _____

AMOUNT OF TIME NEEDED: _____

DEPARTMENT: Community Corrections

DIVISION: _____

CONTACT: Sherine Murphy

TELEPHONE #: 248-3701, x6624

BLDG/ROOM #: 161/600

PERSON(S) MAKING PRESENTATION: Patrick Brun/ Cindi Stadel

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Renewal of an IGA to provide offender education instruction

6/24/96 ORIGINALS to Sherine Murphy

SIGNATURES REQUIRED:

ELECTED

OFFICIAL: _____

(OR)

DEPARTMENT

MANAGER: M Tamara Holden/B

Tamara Holden

BOARD OF
COUNTY COMMISSIONERS
96 JUN 12 AM 10:52
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 900086Amendment # 1

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<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	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-3</u> DATE <u>6/20/96</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department Community Corrections Division Learning Center Date 4-24-96Contract Originator Cynthia Stadel Phone 248-3747 Bldg/Room 162/TCAdministrative Contact Sherine Cooper-Murphy Phone 248-3701 Bldg/Room 161/600Description of Contract Agreement with Portland Community College to provide instructional support services for Londer Learning Center

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Portland Community CollegeMailing Address PO Box 19000
Portland OR 97219-0990Phone 788-6268 (William MacDonald)

Employer ID# or SS# _____

Effective Date 7-1-96Termination Date 6-30-97Original Contract Amount \$ 58,108

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ 73,292Total Amount of Agreement \$ 131,400Remittance 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 5/31/96

Date _____

Date 6/11/96Date June 20, 1996

Date _____

REQUIRED SIGNATURES:Department Manager M Tamara Holden/PPPurchasing Director
(Class II Contracts Only) _____

County Counsel _____

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.	156	021	2806			6110				73,292		
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

JOHNSTON & CULBERSON
I N C O R P O R A T E D

PORTLAND COMMUNITY COLLEGE

AMENDATORY ENDORSEMENT

This Amendatory Endorsement which shall become effective July 1, 1995 and continuing through June 30, 1996, entered into by **Johnston & Culberson Incorporated**, hereinafter called "Service Company" and **Portland Community College** hereinafter called "Employer".

IT IS AGREED THAT: Item 4 - A of the July 1, 1991 through June 30, 1994 Service Agreement is changed to reflect the following new fee:

4. SERVICE FEE:

- A. For all Claims and Statistical Services defined, Employer agrees to pay Service Company an annual fee of \$24,750, billed quarterly in advance, for the first 85 claims, with any additional claims billed at a rate of \$250 each.
- B. For all Loss Control Services defined, Employer agrees to pay Service Company a fee of \$60 per hour for each service hour on-site. It is understood that Loss Control Services will only be provided upon request by Employer.
- C. All legal and Allocated Claims Service expenses which are incurred in the litigation of any claim will be paid by Employer.
- D. All costs of printing necessary forms and checks, and all costs for First Aid/CPR training materials or materials used in developing audio/visual training programs, including associated shipping and handling and other incidental and special costs incurred in the provision of Loss Control Services will be paid by Employer.
- E. A service charge of 1.5% per month (18% per annum) will be applied to all outstanding invoices thirty (30) days after date of invoice.

IN WITNESS WHEREOF, the parties have caused this Amendatory Endorsement to be executed by the persons authorized to act in their respective names.

Signed this 14th day of July, 1995.

JOHNSTON & CULBERSON INCORPORATED

By: Fred R. Culberson Title: Executive Vice President
Fred R. Culberson

PORTLAND COMMUNITY COLLEGE

By: Kandy Boase Title: H. R. Manager

JOHNSTON & CULBERSON
I N C O R P O R A T E D

SERVICE AGREEMENT

THIS AGREEMENT, made and entered into effective July 1, 1991 and continuing through June 30, 1994 between JOHNSTON & CULBERSON, INCORPORATED, a Delaware Corporation, hereinafter called "Service Company" and PORTLAND COMMUNITY COLLEGE, hereinafter called "Employer".

WITNESSETH THAT:

WHEREAS, Service Company is in the business of providing advice and administrative assistance as a independent contractor to Oregon Self-Insured Employers subject to Workers' Compensation Law as defined, and

WHEREAS, Employer desires to employ Service Company as the claims administrator for its self-insured workers' compensation claims.

THEREFORE, in consideration of the promises, covenants and obligations of the parties hereinafter set forth, it is agreed as follows:

1. DEFINITIONS: For the purposes of this Agreement, the terms herein are understood and agreed to be defined as follows:

- A. "Workers' Compensation Laws": With respect to the State of Oregon, shall include the Workers' Compensation Laws of Oregon, Chapter 656, Oregon Revised Statutes and the Oregon Safety Employment Act, Chapter 654, Oregon Revised Statutes, and the Oregon Rules adopted pursuant to the statutes.
- B. "Remuneration": Shall be defined in accordance with the most recent rules promulgated by the National Council on Compensation Insurance in "The Basic Manual of Rules, Classifications and Rates for Workers' Compensation and Employer's Liability Insurance, Section VI, Basis of Premium".
- C. "Standard Premium" is the product of the applicable experience modification factor and the sum of the products of total Remuneration for each payroll classification and the Oregon Workers' Compensation Department pure rates for assessment purposes for each such classification.
- D. "Paid Claim Losses" are defined as all payments made on behalf of Employer for compensation, medical services, drugs, prosthetic devices, rehabilitation and transportation, and any and all other benefits and payments required under said Workers' Compensation Laws.
- E. "Claims" - For the purpose of calculating the total number of claims in accordance with section 4A below, the following method will be used. If an employee completes an 801 industrial insurance form and obtains medical assistance by a licensed professional healer of the arts, it shall be deemed an industrial claim for purposes of audit calculation.

F. "Unallocated Claims Services" are defined as all normal administrative, investigative and adjustment services relating to a specific accident or occupational disease, including but not limited to: Supervision of and timely issuance of checks for Workers' Compensation claims and mandatory vocational rehabilitation obligations to workers under the Workers' Compensation Laws as they become due and prior to delinquency; maintenance of all records required by the Workers' Compensation Laws or any agency charged with their enforcement, including records of all claims; statistical services, as defined in 1H below; documentation of all payment requests for workers and vendors; periodic calculation of Employer's premium as defined in 1C; preparation and filing on or before the applicable due date of all reports, statements or other documents required under the Workers' Compensation Laws; representation of the Employer at all hearings before the Hearing Division and the Workers' Compensation Department of the State of Oregon, where, in the opinion of Service Company, an attorney is not required; supervision and management of mandatory vocational rehabilitation for qualified injured workers of Employer; assistance in the selection of and subsequent supervision of outside assistance classified under Allocated Claims Services and costs thereof, as defined in 1G below. All such activities shall be carried out pursuant to the terms of this Agreement by salaried employees of Service Company.

G. "Allocated Claims Service" costs are defined as costs relating to specific accidents or occupational disease which costs are not Unallocated Claims Service costs as defined in 1F of this Agreement. Allocated Claims Service costs include, but are not limited to: court costs, court depositions, transcripts, and subpoena costs, costs and materials for expert witnesses involving medical, legal, or chemical questions, outside attorney fees, private investigation fees, vocational rehabilitation fees for qualified injured employees of Employer and any similar costs or expenses properly chargeable to the defense of a particular claim or to the protection of the subrogation rights of Employer not otherwise provided for under 1F of this Agreement. Allocated Claims Service costs are paid out of Employer's workers' compensation checking account with prior approval of Employer.

H. "Statistical Services" are defined as the four (4) following reports to be produced by Service Company and distributed on a regular and timely basis to Employer.

- (1) Monthly Loss Analysis
- (2) Monthly Loss Summary
- (3) Monthly Check Register
- (4) Annual Financial Report

Additional reports may be furnished by Service Company upon request of Employer, at fees agreed to by both parties.

2. **SERVICE COMPANY OBLIGATIONS:** Service Company agrees to provide the following services to or on behalf of Employer:
 - A. Unallocated Claims Services as defined in 1F above,
 - B. Statistical Services as defined in 1H above,
 - C. Loss Control Services and Training Programs as provided and set forth in the written proposal which include but are not limited to the following:
 - (1) Advice and consultation on a regular basis, including safety inspections, safety committee involvement, supervisory training, noise level surveys, industrial hygiene testing, recommendations on use of personal protective equipment.
 - (2) Providing of information relating to specific safety topics as appropriate.
 - (3) Loss Control Audits and assistance in the development of formal Loss Control Programs for Employer.
 - (4) Assistance in implementing Employer Loss Control Programs.

Neither the right to provide these services and recommendations, nor the providing thereof nor any report thereon, shall constitute a representation by Service Company that such work places, operations and machinery are safe.

- D. Service Company shall use ordinary care and reasonable diligence in the exercise of its powers and the performance of its duty under this Agreement, but shall not be liable for any mistake of judgement or other action taken in good faith, or any loss resulting from the negligence of Employer; provided that Service Company agrees to indemnify and hold harmless Employer and its directors, officers and employees against any and all losses, claims, lawsuits, settlements, judgment costs, penalties and expenses, including attorneys' fees, with respect to this Agreement resulting from or arising out of the dishonest, fraudulent or criminal acts of Service Company.
- E. Service Company shall provide services to Employer as an independent contractor. No employee of Service Company shall be deemed to be an employee of Employer for any purpose. Service Company shall be responsible for all wages and fringe benefits of its employees including workers' compensation insurance.

3. EMPLOYER OBLIGATIONS: Employer agrees that it will:

- A. Forward promptly to Service Company all reports of industrial injuries or occupational diseases and workers' notices, complaints and correspondence relating to such claims.
- B. Cooperate with Service Company in regards to the administration of Claims and Loss Control Programs.
- C. Provide Service Company with appropriate payroll, financial and organizational information necessary for the completion of required State reports.
- D. Provide Service Company with sufficient data input for coding of administration units, locations and departments, for monthly Loss Analysis and Loss Summaries.
- E. Establish a checking account for Workers' Compensation expenditures and fund as necessary to insure sufficient amounts are present to pay all checks issued by Service Company.
- F. Provide Service Company on a timely basis of all pertinent Excess Insurance reporting requirements and/or reporting modifications for all annual periods for which claims administration services are provided.
- G. Employer agrees during the term of this Agreement and for a period of one (1) year following its termination it will not employ any person employed by Service Company during the terms of this Agreement without the prior written consent of the Service Company.
- H. To indemnify and hold harmless the Service Company and its directors, officers and employees against any and all claims, losses, settlements, judgement cost, penalties and expenses, including attorneys' fees, resulting from or arising out of or in connection with any functions of Service Company under terms of this Agreement or in connection with a claim for benefits under the applicable Workers' Compensation law, unless it is determined that liability therefore was the direct consequence of dishonest or criminal contact, negligence or fraud on the part of Service Company or any of its directors, officers or employees.

4. SERVICE FEES:

- A. For the assumption and future management of all claims incurred prior to the effective date of this Agreement, Employer agrees to pay Service Company a one-time fee of \$5,100, billed quarterly in advance.

- B. For all Claims and Statistical Services defined herein, Employer agrees to pay Service Company an initial annual fee of \$21,200, billed quarterly in advance, for the first 85 claims, with any additional claims billed at a rate of \$210 each. This fee increases five percent (5%) annually to \$22,260 in year two, and \$23,373 in year three with additional claims beyond the 85 claim threshold billed at a rate of \$220 in year two and \$231 in year three.

Should less than 70 claims be incurred by Employer in any contract year, Service Company agrees to refund to Employer \$210 for each claim below 70 in year one, \$220 for each claim below 70 in year two, and \$231 for each claim below 70 in year three.

- C. For all Loss Control Services defined herein, Employer agrees to pay Service Company a fee of \$60 per hour for each service hour on-site. It is understood that Loss Control Services will only be provided upon request by Employer.
- D. All legal and Allocated Claims Service expenses which are incurred in the litigation of any claim will be paid by Employer.
- E. All costs of printing necessary forms and checks and all costs for First Aid/CPR training materials or materials used in developing audio/visual training programs, including associated shipping and handling and other incidental and special costs incurred in the provision of Loss Control Services will be paid by Employer.
- F. A service charge of 1.5% per month (18% per annum) will be applied to all outstanding invoices thirty (30) days after date of invoice.

5. TERMINATION PROVISIONS:

- A. Either party may terminate this Agreement for any reason upon sixty (60) days written notice to the other party.
- B. Upon termination of service by written notice, a final accounting will be made of the fees payable to Service Company and any funds belonging to Employer in possession of Service Company, and any balance due either party will be promptly paid by the debtor party.
- C. Upon termination by Employer and as soon as reasonably practical, Service Company will turn over all claims files and ancillary work products on those claims to Employer or its designated representative. At a cost to be negotiated at the time of termination, Service Company may continue to administer existing claims at the request of Employer.

6. CONFIDENTIALITY:

It is understood and agreed that all statistical, financial and personnel data relating to Employer or any of its employees provided to Service Company by Employer, or any employee thereof, pursuant to this Agreement is confidential, and Service Company and its employees shall keep such information in the strictest confidence except to the extent necessary to perform the services to be rendered hereunder.

7. ASSIGNMENT:

Neither this Agreement, nor any part thereof, shall be assignable by Service Company, whether by operation of law or otherwise, without the prior written consent of Employer. Any attempted assignment without such prior written consent shall be null and void.

8. GOVERNING LAW:

This Agreement shall be construed under and governed by the Laws of the State of Oregon.

9. ENTIRE AGREEMENT:

This entire Agreement between the parties is set forth herein. This Agreement supersedes and invalidates all previous agreements, both written and oral. It may not be amended orally and neither party shall be bound by any modification unless made in writing and signed by an authorized representative of the parties. No term or condition of this Agreement shall be deemed to have been waived nor shall there be an estoppel to enforce any provisions of this Agreement, except by a statement in writing signed by the party against whom enforcement of the waiver or estoppel is sought.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the persons authorized to act in their respective names.

Signed this 29th day of July, 1991.

JOHNSTON & CULBERSON INCORPORATED

By: [Signature] Title: President
G.A. Johnston

PORTLAND COMMUNITY COLLEGE

By: William E. Becker Title: V.P. of Administrative Services
by MCC

**INTERGOVERNMENTAL AGREEMENT
PORTLAND COMMUNITY COLLEGE - MULTNOMAH COUNTY
LITERACY/ABE/GED INSTRUCTION AGREEMENT**

This agreement, made and entered into by Portland Community College and Multnomah County, a home rule subdivision of the State of Oregon, hereinafter referred as County, deals with the provision of educational instruction for offenders at the Department of Community Corrections' Donald H. Londer Center for Learning. The following provisions shall comprise this agreement.

I. RECITATION

- A. Portland Community College, a college sanctioned by the State of Oregon to provide GED instruction and testing, maintains a GED/ABE instructional program both on campus and in other locations.
- B. The County desires to maintain a GED/ABE instructional program for adults supervised by the County's Department of Community Corrections.
- C. ORS Chapter 190 provides for intergovernmental cooperative agreements for the performance of functions and activities of either party by the other, in the interest of furthering economy and efficiency in local government, and into that end declares that the provisions of ORS 190.003 to 190.110 shall be literally construed.

II. SERVICES TO BE PROVIDED

- A. Portland Community College shall perform as follows:
 - 1. Provide Instructional Support Technicians to the Department of Community Corrections as requested.
 - 2. Provide one term of instruction for GED graduates who complete their GED through the Donald H. Londer Center for Learning.
 - 3. Portland Community College shall provide County approved instructional support staff. The County reserves the right to perform a criminal records check on potential instructional support staff.
- B. The County shall perform as follows:
 - 1. The County shall provide basic instructional materials necessary for GED/ABE instruction.

AGREEMENT

Page 2

2. The County shall provide on-site supervision of instructional support staff and shall participate in performance appraisals.
3. The County agrees to provide Portland Community College reports necessary to maintain adequate time and employee records.

C. Compensation Rates and Mode of Payment:

1. For the duration of the 12-month agreement, the County shall pay to Portland Community College, upon receipt of a quarterly request for payment:
 - a. Salary and benefit costs for Instructional Support Technicians at \$15.94 per hour. (Fees associated with this position shall not exceed \$66,562 for the 12-month duration of the contract.)
 - b. Tuition costs for Department of Community Corrections GED graduates at the rate of \$35 per credit hour.

III. ADMINISTRATIVE PROVISIONS

- A. It is understood and agreed that any and all instructional support technicians from Portland Community College are employees at Portland Community College and are not employees, agents, or representatives of the County for any purpose.
- B. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution and is contingent upon funds being appropriated; therefore, any provisions herein which would conflict with law are deemed inoperative to that extent.
- C. Portland Community College shall adhere to all applicable laws, regulations and policies relating to equal employment opportunity, nondiscrimination in services, and affirmative action; including all regulations implementing Executive Order No. 11246 of the President of the United States; Section 402 of the Vietnam Readjustment Act of 1974; and Section 503 of the Rehabilitation Act of 1973. County shall maintain copies of said laws and regulations on file with its duly-appointed Affirmative Action Officer.

AGREEMENT

Page 3

D. Indemnification

1. Portland Community College shall maintain comprehensive liability insurance coverage issued by a company authorized to transact business in the State of Oregon with a minimum limit of \$1,000,000.00 for any single occurrence.
2. As to any other claim of liability, other than above described, Portland Community College shall defend, indemnify, and save harmless the County, its officers, agents and employees from all claims, suits or actions of whatsoever nature resulting or arising out of the activities of Portland Community College or its subcontractors, agents or employees under this agreement, including claims based in part on the negligence of County or others.

E. Workers' Compensation Insurance

1. Portland Community College shall maintain workers' compensation insurance coverage for all non-exempt workers employed by Portland Community College in the performance of the work, whether as a carrier or insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current workers' compensation insurance, or a copy thereof, is attached to this agreement.

IV. AGREEMENT TERM AND TERMINATION

- A. This agreement shall apply from July 1, 1996, through and including June 30, 1997, and is subject to renewal.
- B. This agreement may be terminated prior to the expiration of the agreed-upon terms:
 1. By mutual written consent of the parties.
 2. Either party may unilaterally terminate this agreement on one month's written notice.

AGREEMENT

Page 4


IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers on the 1st day of July, 1996.

PORTLAND COMMUNITY COLLEGE

DON JOHNSON, Executive Dean
Cascade Campus

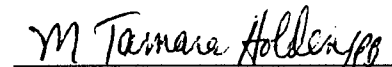
DATE: _____

MULTNOMAH COUNTY,
OREGON



BEVERLY STEIN, County Chair

DATE: June 20, 1996

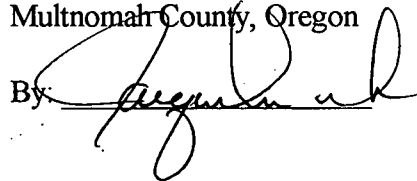


TAMARA HOLDEN, Director
Community Corrections

DATE: 5/31/96

REVIEWED:

LARRY KRESSEL
County Counsel for
Multnomah County, Oregon

By: 

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-3 DATE 6/20/96
DEB BOGSTAD
BOARD CLERK

MEETING DATE: JUN 20 1996
AGENDA #: R-4
ESTIMATED START TIME: 9:46

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: PCRB Temporary Exemption Request for Weatherization Contractors

BOARD BRIEFING: DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: June 20, 1996

AMOUNT OF TIME NEEDED: 5 Minutes

DEPARTMENT: Community and Family Services DIVISION: Community Action Program

CONTACT: C. Murray/F. Hathaway

TELEPHONE #: 6296/2651

BLDG/ROOM #: 166/700 - 421/1

PERSON(S) MAKING PRESENTATION: Rey Espana/Franna Hathaway

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

PCRB TEMPORARY EXEMPTION TO CONTINUE CONTRACTS FOR
WEATHERIZATION PROGRAM

6/20/96 copies of approval notice & order to PCRB
list, FRANNA HATHAWAY, Dave Boyer & Cilla Murray

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT MANAGER: Dave Boyer

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
96 JUN 10 PM 2:03

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM:  Franna Hathaway, Manager
Purchasing Section

TODAY'S DATE: June 10, 1996

REQUESTED PLACEMENT DATE: June 20, 1996

RE: PCRB TEMPORARY EXEMPTION TO CONTINUE CONTRACTS FOR
WEATHERIZATION PROGRAM

I. Recommendation/Action Requested: The Community Action Program, Weatherization Services, has requested a three month temporary exemption from the formal bid process to extend the current contracts with weatherization contractors on the attached list.

II. Background/Analysis: The extension request is to allow the federally-funded low income weatherization program to continue in its current format and at its current level through the end of the federal fiscal year. Changes in the program being made by the Community Action Program are being incorporated into new weatherization bid documents currently in preparation. The delay in bid preparation will allow for more precise definition of bid standards while the extension will allow services to continue for low income households.

III. Financial Impact: These contracts are federally funded.

IV. Legal Issues: This request is supported by ORS279.015 and other than the signing of the contracts, there are no legal issues anticipated.

V. Controversial Issues: N/A

VI. Link to Current County Policies: Current County Policies require formal competitive bidding for the purchase of equipment, materials, supplies and trade related services that exceed \$25,000.

VII. Citizen Participation: N/A

VIII. Other Government Participation: These contracts are federally funded and changes in federal requirements will be incorporated in the new bid documents.



MULTNOMAH COUNTY OREGON

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

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

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

DATE: May 20, 1996

SUBJECT: PCRB Exemption Request: Weatherization Contractors

Request for Exemption: This is to request a three-month extension to the current bids for weatherization major measures and electrical services, for the period July 1, 1996 through September 30, 1996. The list of affected contractors is attached. The approximate funding level for weatherization services for these three months is \$300,000.

Basis for Exemption: The basis for this extension request is to allow the federally-funded low income weatherization program to continue in its current format and at its current level through the end of the federal fiscal year. Changes in the program being made by the Community Action Program, Weatherization Services, are being incorporated into new weatherization bid documents currently in preparation. These documents will reflect changes in federal funding support and new expectations for air-infiltration, health and safety, and energy efficiency performance. The delay in bid preparation will allow for more precise definition of bid standards while the extension will allow services to continue for low income households.

Background: The Weatherization Program prepares bids for major measures, electrical/plumbing, and furnace/specialty services every three years. Furnace/specialty services have one more year under bid; the major measures and electrical/plumbing bids expire June 30, 1996. This PCRB Exemption would allow these latter services to be continued for up to three months until a new bid and contracts are finalized. The funding is through federal sources and is allocated on a federal fiscal year (October through September).

All the weatherization contracts are funded on a requirements basis, with the actual funding per contract dependent upon the amount of the contractor's bond. The bids create a vendor list; contractors are selected based on lowest bid for a particular job.

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

RECEIVED
PURCHASING SECTION

96 MAY 21 PM 12:41

MULTNOMAH COUNTY

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

In the Matter of a temporary exemption)
to extend current weatherization)
contracts for a three month period)

A P P L I C A T I O N


Application to the Public Contract Review Board on behalf of a request from the Department of Community and Family Services, Community Action Program, Weatherization Services, is hereby made pursuant to the Board's Administrative Rule AR 10.140 adopted under the provisions of ORS279.015 for an order of exemption to extend current weatherization contracts for a three month period.

This exemption request is due to the following facts:

1. All current contracts were awarded under a formal competitive bid process.
2. Since contracts are federally funded it is in the County's best interest to have the contract term of these contracts coincide with the federal fiscal year which is October 1, through September 30.
3. Additional time is required to prepare bid documents which will include changes in federal requirements.
4. The three month extension of the contracts will allow services to continue for low income households.

This exemption is not likely to encourage favoritism or substantially diminish competition.

Purchasing recommends approval of the three month extension of current weatherization contracts through September 30, 1996.


Franna Hathaway, Manager
Purchasing Section

Weatherization Contractors

Advanced Weatherization
B61-700-7692
Major Measures
Effective 1993-6/30/96

All Weather Home Remodeling
B61-700-7692
Major Measures
Effective 1993-6/30/96

Alpha Energy Savers
B61-700-7692
Major Measures
Effective 1993-6/30/96

Fullman Company
B61-400-7571
Electrical/Plumbing
Effective 1993-6/30/96

Hogans Electric
B61-400-7571
Electrical/Plumbing
Effective 1993-6/30/96

Richart Family
B61-700-7692
Major Measures
Effective 1993-6/30/96

Rose City Electric
B61-400-7571
Electrical/Plumbing
Effective 1993-6/30/96



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, June 20, 1996, at 9:30 a.m. in Room 602 of the Multnomah County Courthouse, 1021 SW Fourth, Portland, Oregon, and approved Order 96-109 in the Matter of a Temporary Exemption from Bidding to Extend Current Weatherization Contracts with the Attached List of Contractors for a Three Month Period.

A copy of the Order is attached.

**BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON
PUBLIC CONTRACT REVIEW BOARD**

Deborah L. Bogstad
Office of the Board Clerk

enclosure

**cc: Franna Hathaway
Dave Boyer
Cilla Murray**

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

In the Matter of a temporary exemption)
from bidding to extend current)
weatherization contracts with the attached)
list of contractors for a three month period)

O R D E R
96-109

The above entitled matter is before the Board of County Commissioners, acting in its capacity as the Multnomah County Public Contract Review Board, to review, pursuant to ORS 279.015 and PCRB Rule 10.140, a temporary exemption to extend the contracts of current weatherization contractors for a period of three months.

It appearing to the board that the request for exemption, as it appears in the order, is based upon the fact that all current contractors were selected through the formal bid process, it is in the County's best interest to have weatherization contracts coincide with the federal fiscal year and the extension will allow time to incorporate federal requirements into bid documents and continue services to low income households.

It appears to the Board that this exemption request is in accord with the requirements of ORS 279.015 and PCRB Rule 10.140; now therefore,

IT IS ORDERED that weatherization contracts with the attached current weatherization contractors be extended through September 30, 1996.

Dated the 20th day of June, 1996



LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By 
Assistant County Counsel

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT
REVIEW BOARD:

By 
Beverly Stein, County Chair

Weatherization Contractors

Advanced Weatherization
B61-700-7692
Major Measures
Effective 1993-6/30/96

All Weather Home Remodeling
B61-700-7692
Major Measures
Effective 1993-6/30/96

Alpha Energy Savers
B61-700-7692
Major Measures
Effective 1993-6/30/96

Fullman Company
B61-400-7571
Electrical/Plumbing
Effective 1993-6/30/96

Hogans Electric
B61-400-7571
Electrical/Plumbing
Effective 1993-6/30/96

Richart Family
B61-700-7692
Major Measures
Effective 1993-6/30/96

Rose City Electric
B61-400-7571
Electrical/Plumbing
Effective 1993-6/30/96

Meeting Date: ~~JUN 13 1996~~ JUN 20 1996

Agenda No: R-9 R-5

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: First Reading of an Ordinance adopting changes to the Howard Canyon Reconciliation Report. C 2-94b.

BOARD BRIEFING Date Requested:

Amount of Time Needed:

REGULAR MEETING Date Requested: June 13, 1995

Amount of Time Needed: 30 minutes

DEPARTMENT: DES

DIVISION: Transportation & Land Use Planning -
- Planning & Program Development Section

CONTACT: Gordon Howard

TELEPHONE: 248-3043

BLDG /ROOM: 412/Plan

PERSON(S) MAKING PRESENTATION: Gordon Howard

ACTION REQUESTED

☐ Informational Only ☐ Policy Direction ☒ Approval ☐ Other

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

Amendment to the Howard Canyon Reconciliation Report in order to implement an order from the Oregon Land Conservation and Development Commission. The changes concern the area of significant mineral and aggregate resources, noise impacts, and the traffic management plan. There are no personnel or fiscal/budgetary impacts at this time.

6/21/96 copies to Gordon Howard & ORDINANCE
Distribution

SIGNATURES REQUIRED:

Elected Official: _____

OR

Department Manager: KB Lou E. Lichstein

BOARD OF
COUNTY COMMISSIONERS
JUN - 3 PM 3:12
MILLINIAH COUNTY
OREGON

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

To: Multnomah County Board of Commissioners

FROM: Planning Staff

TODAY'S DATE: June 3, 1996

REQUESTED

PLACEMENT DATE: June 13, 1996

SUBJECT: First Reading on Amendment to Howard Canyon Reconciliation Report to make changes as directed by the Oregon Land Conservation and Development Commission.

I. RECOMMENDATION / ACTION REQUESTED:

Adopt the amended Howard Canyon Reconciliation Report which will revise the Multnomah County Comprehensive Framework Plan to reflect changes directed by the Oregon Land Conservation and Development Commission on March 7, 1996 (Work Task Approval Order 96-WKTASK-00588 attached). The Commission directed Multnomah County to 1) add back the western-most 1,000 feet of the site into the area found to be a significant aggregate site, 2) remove language from the report requiring periodic noise studies by conducted by the mine operator in order to verify compliance with DEQ noise standards, and 3) remove language giving discretion to the County Engineer to make additions to the required traffic management plan studies associated with any request to remove aggregate material from the site.. If Multnomah County adopts this change, we will have completed periodic review for the West Hills area and the Land Conservation and Development Commission will make no further review of the County's periodic review work task.

II. BACKGROUND / ANALYSIS:

ISSUE # 1 -- ADD BACK WESTERN 1,000 FEET TO SIGNIFICANT RESOURCE SITE

In September 1994, when the Howard Canyon Reconciliation Report was first adopted, the Board of Commissioners found that the western-most 1,000 feet of the proposed mineral and aggregate resource site had the greatest impacts upon adjacent residents and properties, and thus should not be protected for future mining activities. The Department of Land Conservation and Development (DLCD) did not believe that the County's findings were adequate to automatically.

exclude this area from future mining activities, especially if the proposed mining activity could be shown to meet Oregon Department of Environmental Quality (DEQ) standards for noise and dust emissions. In response, Multnomah County reviewed the evidence and determined, in September, 1995, that in fact the western-most 1,000 feet of the site had not been shown by the property owner to be significant, since none of the supporting data appeared to include this part of the site in its analysis. However, the Land Conservation and Development Commission, in March 1996, rejected this determination as well and directed the County to add the western-most 1,000 feet of the area back into the significant aggregate site. The Commission's rationale was that the County had already determined significance back in 1994, and to then remove it in 1995 was, in the words of the DLCD staff report, "unprecedented."

With the western-most 1,000 feet of the site returned to the area of significance and protected for future aggregate operations, Multnomah County will review impacts to surrounding residences and properties as part of a future Conditional Use Permit for mining and require mitigation of impacts to DEQ standards.

ISSUE # 2 -- REMOVE PERIODIC NOISE STUDIES REQUIREMENT

In September 1994, when the Howard Canyon Reconciliation Report was first adopted, the Board of Commissioners found that concerns over noise from the site, coupled with the fact that the Oregon Department of Environmental Quality (DEQ) had no staff to enforce its own noise standards, meant that the quarry on the site would be required to conduct and pay for periodic noise studies to show compliance with DEQ standards. The Department of Land Conservation and Development did not agree with this methodology for meeting noise standards. In response, the September 1995 revision to the Howard Canyon Reconciliation Report included some revisions to the requirement and additional evidence regarding its necessity. However, in March, 1996, the Land Conservation and Development Commission directed Multnomah County to remove the requirement for periodic on-going noise studies of the quarry, stating that noise studies of the site showed that quarrying on the site could meet DEQ standards, and that there was not substantial evidence to presume future violation of those standards.

Therefore, staff recommends deleting the requirement for on-going noise studies. Replacement language requires the proposed quarry to show a mining plan which meets the standards set forth in a 1990 noise study of the site prepared by Daly-Standlee and Associates. That study did not consider mining on the western-most 1,000 feet of the site, and thus the applicant must provide a noise analysis of mining on this portion of the site prior to any approval of mining in this area. Once Multnomah County has approved a Conditional Use Permit and mining has commenced, the County will need to either prepare a noise analysis ourselves in response to any complaints, or press DEQ or the Department of Geology and Mineral Industries (DOGAMI) to investigate the complaint.

Since the staff recommended language regarding the noise issue does not simply delete the requirement, but rather modifies it, staff provided a copy of this language to the Department of Land Conservation and Development staff. In the assigned staff member's opinion, this language meets the intent of the Land Conservation and Development Commission's decision.

ISSUE # 3 -- REMOVE COUNTY ENGINEER DISCRETION LANGUAGE

The adopted Howard Canyon Reconciliation Report includes a detailed requirement for a traffic management plan to address off-site road impacts from the proposed quarry site. Despite the quarry owner's strong objections, the Land Conservation and Development Commission (LCDC), in March 1996, upheld Multnomah County's ability to require such a traffic management plan, at a considerable level of detail. The only change the LCDC requires is removal of several lines of text within the language detailing the necessary components of an applicant-prepared traffic management plan which state, "Provide other information as determined and directed by the Transportation Division." This language was found to be too "open-ended" in the level of discretion it would give to the County Engineer to require significant new amounts of information -- and thus violate the "clear and objective standards" test set forth in Goal 5 of the Statewide Planning Program.

Therefore, staff recommends deletion of this statement where it appears in the text of the Howard Canyon Reconciliation Report. Since the requirements set forth in the traffic management plan are already very detailed, this deletion will most likely not significantly affect preparation of the future traffic management plan.

III. FINANCIAL IMPACT:

No fiscal impact to the County has been identified at this time. There may be a future fiscal impact if, in response to complaints, the County initiates a noise study of the site to determine whether the quarry exceeds DEQ standards for noise, but the need for such a study is conjectural at this point.

IV. LEGAL ISSUES:

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

V. CONTROVERSIAL ISSUES:

The Howard Canyon quarry site has been a controversial issue since the beginning of the County's Periodic Review of our Comprehensive Framework Plan in 1987. All three of the changes described above have the potential to be controversial, with opponents of the quarry potentially objecting to all three items listed under Background/Analysis, and the quarry operator potentially objecting to Item #2.

VI. LINK TO CURRENT COUNTY POLICIES:

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

VII. CITIZEN PARTICIPATION:

Notice of this hearing was mailed to the owner of the quarry property owner, his attorney, all property owners within the defined "impact area" (1,000 feet from the aggregate site), and all property owners along Salzman, Howard, Knieriem, and Littlepage Roads who may be most affected by future quarry operations. Notice was also mailed to all members of the East of Sandy River Rural Area Plan Citizens' Advisory Committee, for their information.

VIII. OTHER GOVERNMENT PARTICIPATION:

No other agencies have commented on the proposed amendments to the Howard Canyon Reconciliation Report.

ORDINANCE FACT SHEET

Ordinance Title:

An Ordinance amending the Comprehensive Framework Plan Volume 1 Findings -- Howard Canyon Reconciliation Report in fulfillment of the Periodic Review Work Program tasks for Statewide Planning Goal 5 resources in the vicinity of the Howard Canyon quarry site.

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

This ordinance will revise the Howard Canyon Reconciliation Report to reflect changes directed by the Oregon Land Conservation and Development Commission on March 7, 1996 (Work Task Approval Order 96-WKTASK-00588 attached). The Commission directed Multnomah County to 1) add back the western-most 1,000 feet of the site into the area found to be a significant aggregate site, 2) remove language from the report requiring periodic noise studies by conducted by the mine operator in order to verify compliance with DEQ noise standards, and 3) remove language giving discretion to the County Engineer to make additions to the required traffic management plan studies associated with any request to remove aggregate material from the site.. If Multnomah County adopts this change, we will have completed periodic review for the Howard Canyon area and the Land Conservation and Development Commission will make no further review of the County's periodic review work task.

The changes are fully described in the Background/Analysis section of the attached Agenda Report - Ordinance Supplement.

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

What other local jurisdictions have enacted similar legislation?

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

What is the fiscal impact, if any?

No fiscal impact to the County has been identified as a result of this action. There is a potential for future fiscal impact on the County if, in response to code enforcement complaints, the County conducts a noise analysis of the quarry operations to measure compliance with state standards. Failure to enact the order approved by the Oregon Land Conservation and Development Commission would result in legal costs to Multnomah County of an undetermined amount.

SIGNATURES

Person filling out form: _____

Jordan H. Hancock

Planning and Budget (if fiscal impact): _____

Department Manager/Elected Official: _____

KB Keith E. Nicholas

BOARD OF
COUNTY COMMISSIONERSBCC ✓
JUN 18 1996 10:11PM

96 JUN 19 AM 8:07

MULTNOMAH COUNTY
OREGON

June 18, 96

AL. STOKES (503)895-5883
GREEN ACRES FARMS
38025 S.E. HOWARD ROAD
CORBETT, OR 97019-9707

Multnomah Co. Board of Commissioners
Clerk of the Board: Deborah Bogstad
Please distribute copies to each of
the Commissioners; also Chair Beverly Stein
Sharon Kelly, Don Salzman,
Gary Hansen, Tanya Collier.

Re: G2-94B (2nd reading)
Concerning: Ordinances
833 & 804 Revisions

Dear Commissioners,

I implore you not to accept any of the changes mandated by LCDC. They are an unnecessary burden on property owners adjacent to the Howard Canyon rock quarry. Some of the specific reasons are as follows:

- I-Do not add the West 1,000 ft of the above site as protected aggregate material. Based on a study by a reliable consulting firm (H.G. Schlicker & Associates) and also the property or mine owners, this 1,000 ft. is not a part of the resource to be protected. (See Sec. III - pgs 3 & 4 of Ord. #833 - copy enclosed of resource inventory site # 8). Also see Sec. III - pge 9 Item 5 enclosed.
 - II -Do not replace the requirement for ongoing noise studies with only one preliminary study. This would allow the operators to increase future operations with no restrictions on noise generated.
 - III - The 1,200 ft boundary or extension of noise impact includes too many undeveloped properties & would place undue restrictions on future conditional use applicants by adjacent property owners. (see sec. III - pgs 12, 13, & 14 enclosed.) The aforementioned study did mention or consider the use of berms by the operators to reduce the impact on surrounding properties. However surrounding property owners would have to install thier own noise berms to obtain a conditional use permit. This is confirmed by your permits dept. and is specifically stated in ordinance #804 - pge 6, line 6, Para. L (attached). This is discriminatory on future applicants versus presently developed properties who may be protected by restriction the mine operators (see #804 pgs 26, 27, & 28 enclosed - setbacks). This is unequal protection under the law for future versus present conditional users permits. (also see Ord. #804, pge. 12, line 7 - restrictive covenants attached).
 - IV - Do not restrict the authority of the County Engineer to oversee & approve any Traffic plans or road & bridge impacts. This is a matter of public safety (see Ord. #804, pgs 23, 24, & 25 enclosed).
- I will appreciate your consideration of the concerns expressed and the reasons you shouldnot approve the changes mandated by LCDC.

Sincerely, *Alan L. Stokes*
Alan L. Stokes

cc: Gordon Howard - senior planner (Mult. County)
Oregonians in Action (also) Bill Moschovsky

SHOON Kelly East Mult. Co.
is also knowledgeable on this

Reed, G. Howard 11:45 AM



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

AM-
6-4-96
↑
Thurs
will
a sec

NOTICE OF A PUBLIC HEARING

This notice concerns a public hearing scheduled to consider the land use case cited and described below:

Reading of
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THURS
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Additional
objections can
be heard
Thurs

Case File: C 2-94b
Scheduled Before: Board of County Commissioners
Hearing Date, Time, & Place: Thursday, June 13, 1996, at 9:30 a.m.
Multnomah County Courthouse, Room 602
10715 SW Main Avenue, Portland

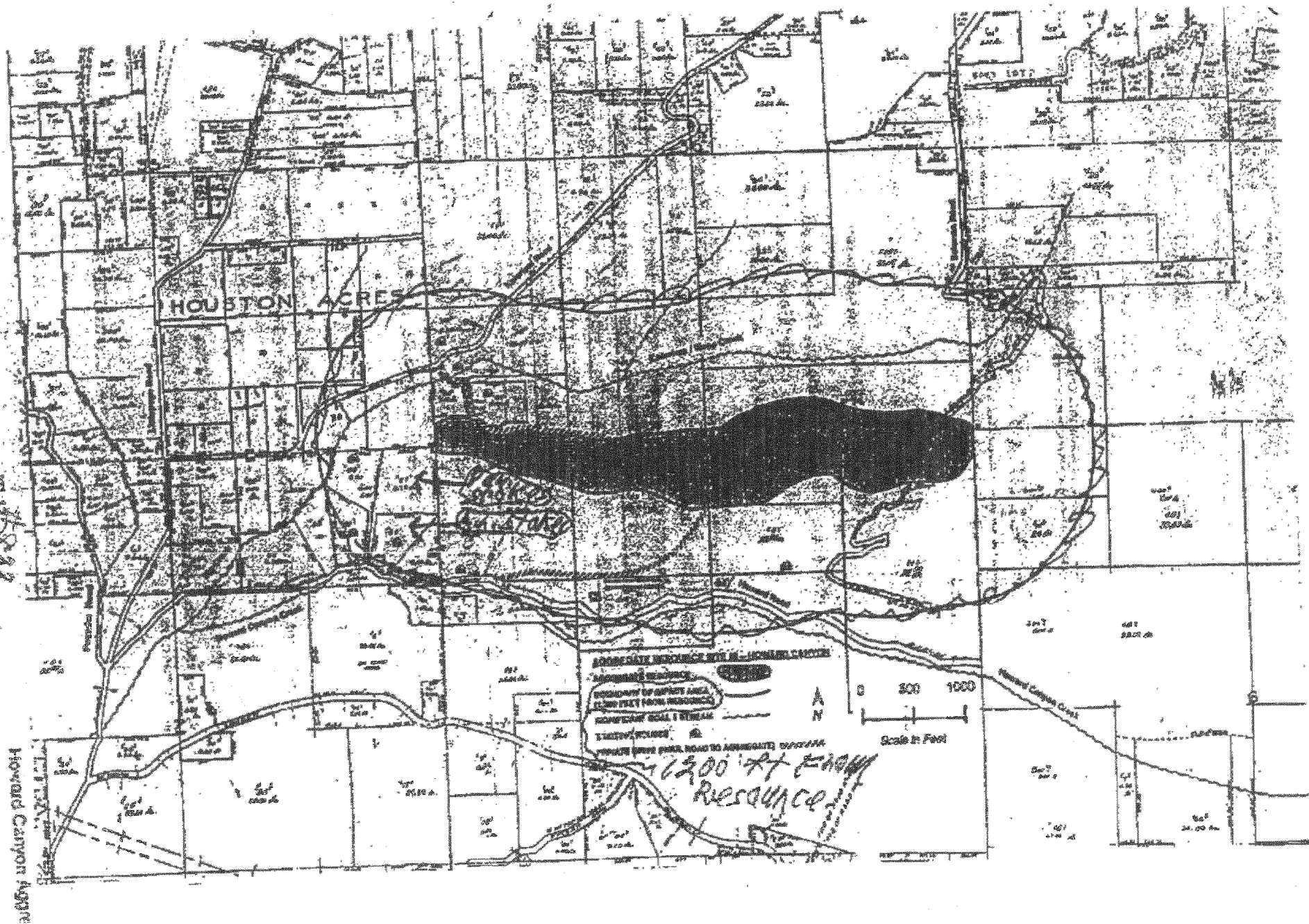
Proposal Summary: To consider changes to the Howard Canyon Reconciliation Report directed by the Oregon Land Conservation and Development Commission at their meeting of March 7, 1996. The changes would reverse the previous decision of Multnomah County to delete the western-most 1,000 feet of the Howard Canyon aggregate site from the area of significant aggregate material, would replace a requirement for on-going noise studies with a requirement that any such studies necessary be done prior to issuance of a Conditional Use Permit to mine the site, and would remove non-specific language giving discretion to the County Engineer regarding necessary traffic management plans associated with any plan to mine the site.

Location of Area that may be Affected by this Proposal: The Howard Canyon aggregate site, located east of Lulepage Rd. between Knierem Rd. and Howard Rd., and surrounding properties in the East of Sandy River Rural Area.

Public Participation and Hearing Process: The Staff Report and other information related to this case is available for inspection, at no cost, at the Division of Planning and Development, 2115 SE Morrison, Portland. For further information on this case, call Gordon Howard at 248-3043 [M-F, 8:00-4:30].

To comment on this proposal, you may write to or call the Planning Division or attend and speak at the hearing. All interested parties may appear and testify or submit written comment to the Board of Commissioners.

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



A. AGGREGATE RESOURCE SIGNIFICANCE DETERMINATION

C.C.
Meritt
Acting

1. BACKGROUND

This first portion of this revised analysis is the determination of significance. The procedure for this determination is given in Oregon Administrative Rules (OAR) 660-16-000 (1) through (5). The rule directs the local government to determine whether there is sufficient information on the location, quality and quantity of the resource at a particular site. Then, based on that evidence, the local government must decide if the site is significant. The County's Comprehensive Plan will then reflect that conclusion. The prior determination of significance for this site was adopted on March 27, 1990 and concluded that the Howard Canyon site was significant and the site was included in the significant (important) site inventory. The following significance determination report is a redraft and review of the 1990 analysis to more closely follow the administrative rule requirements and more closely determine the proven area of the significant aggregate resource.

2. LOCATION

These potential aggregate resource identified by the property owner is a cleared ridge top which runs in an east-west orientation along the section line between Section 36, Township 1 North, Range 4 East and Section 1, T. 1 S., R. 4 E., WM. The resource is a Boring Lava Formation that comprises the ridge between Krierem / Ross Creek on the north and Howard Canyon Creek on the south. The formation covers portions of tax lots 25, 71, and 13 in Section 36 and tax lots 16, 17, 2 and 1 in Section 1.

The extent of the potential resource is shown on a map submitted by the property owner and confirmed by 31 test pits dug by both the property owner and the consulting firm of H. G. Schlicker & Associates, Geologists and Engineers. Maps in this Goal 5 report have been prepared by County staff, but are based upon the map submitted by the property owner. The location of the test pits are shown on the property owner's map and on a map in the appendix of a January 9, 1989 report entitled "Geologic Reconnaissance, Howard Canyon Quarry, East Multnomah County, Oregon," Project #88-416, prepared by H.G. Schlicker & Associates, Inc., Geologists and Engineers, 235 NE 122nd Avenue, Suite 315 [now 300], Portland, Oregon, 97230. Unfortunately, the test pit sites on these two maps do not match. The 22 page Schlicker report is incorporated in its entirety by reference as findings. That report did not map the boundary of the resource, only the location of the test pits. The westernmost test pit, as shown on the Schlicker report test pit map, is actually about 700-1000 feet from the western boundary of the resource as drawn on the property owner's map, which shows the western-most test pit to be approximately 1,300 feet from the western boundary of the resource. Except for the exact westerly extent of the resource, Multnomah County accepts and believes the aggregate resource location information cited — although the test pit sites on the two maps do not match, they cover the same general areas. However, lacking any conflicting information, the property owner's boundary will be used for this Goal 5 analysis the western boundary of the proven aggregate resource is approximately 1,000 feet easterly of the potential resource boundary claimed by the property owner.

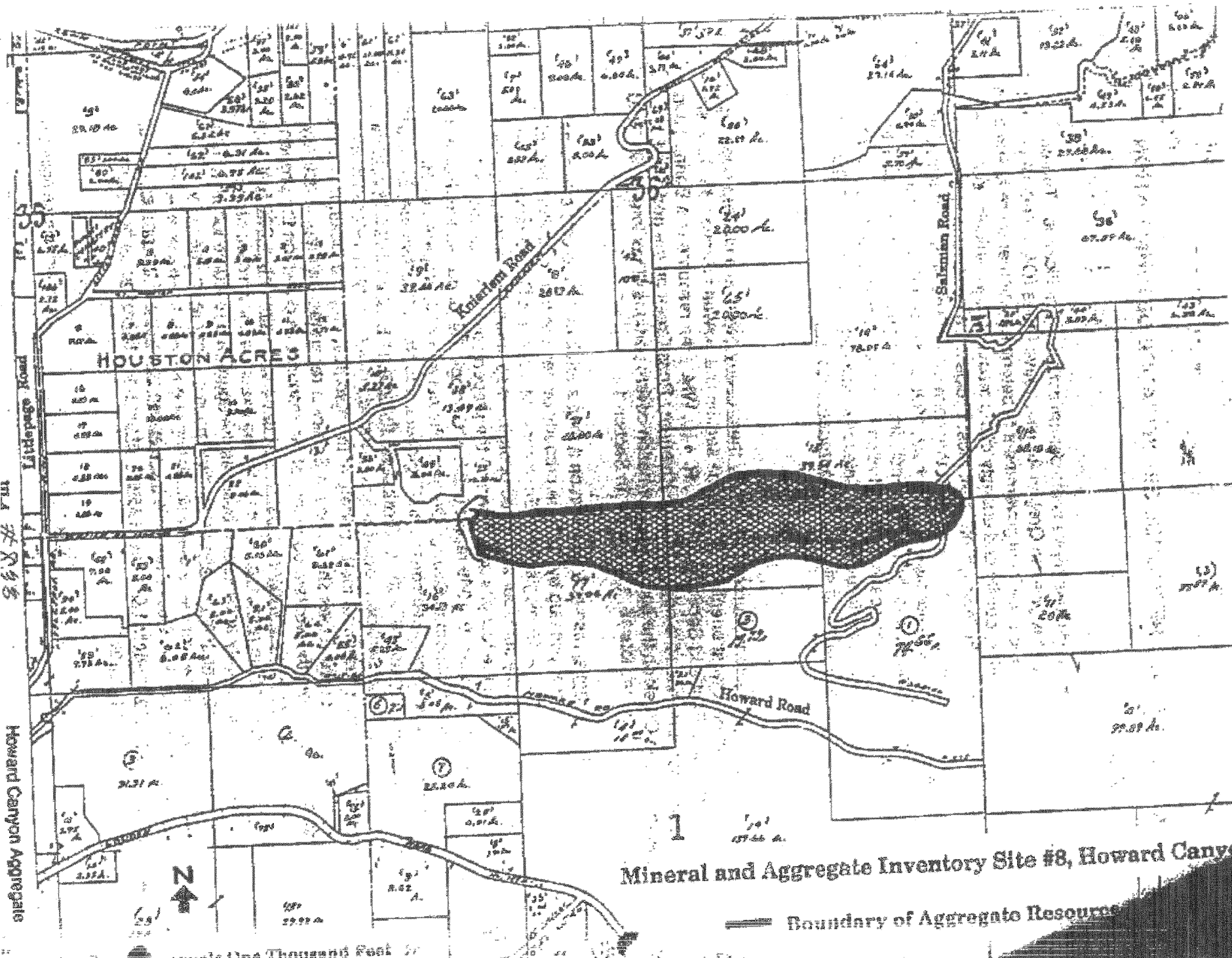
III-3 #883

Howard Canyon Aggregate

TM 4 # R 35

Howard Canyon Aggregate

P.05



Mineral and Aggregate Inventory Site #8, Howard Canyon

Boundary of Aggregate Resource

Scale One Thousand Feet

struction, and no information for rock from Gresham Sand and Gravel.

The quality of the aggregate from the Howard Canyon site is less than the one other site in unincorporated Multnomah County and is less than the closest sites in the City of Gresham. However, the Howard Canyon resource is significant when the following is considered: the aggregate does meet the State of Oregon Highway Department wear requirements; the site is the only one in unincorporated East Multnomah County with sufficient known information on quality of the resource, and there is some uncertainty regarding future production potential from the City of Gresham sites.

5. SIGNIFICANCE CONCLUSIONS

Most of this site is a significant Goal 5 Mineral and Aggregate resource site based upon the above description of the location, quantity and quality. However, the area of the site west of the most westerly test pit, located approximately 1,000 feet east of the western boundary of the resource on the property owner's map, is found to be not significant, due to lack of information in the Schlicker Report and from the property owner about the resource in this area.

B. AGGREGATE RESOURCE ANALYSIS

1. DESCRIPTION OF THE RESOURCE

a. Summary of Statewide Planning Goal 5 Administrative Rules

Goal 5 requires local governments to inventory certain natural resources and develop programs to protect the resources that are determined to be significant. The Howard Canyon aggregate resource was determined to be significant in the preceding section A "Significance Determination." This Resource Analysis section is the second portion of the revised Goal 5 work on the Howard Canyon aggregate resource. The requirements for this analysis are given in OAR 660-16-005 and 660-16-010. An additional guide in the process is a May, 1990 technical bulletin entitled "Planning for Mineral and Aggregate Resources Under Statewide Planning Goal 5" by the Oregon Department of Land Conservation and Development (DLCD).

This section will address the part of the administrative rules which direct the local government to: (1) identify land uses which would conflict with the resource, (2) analyze the economic, social, environmental, and energy consequences of allowing, limiting or prohibiting the mining and the conflicting uses, and (3) determine the level of protection for the resource. The last task, the determination of the level of protection will not be fully resolved in this section B, but will be concluded in Chapter IV which will also include other Goal 5 resources.

b. Site Description

This aggregate resource is a cleared ridge top which runs in an east-west orientation

1 06-025 (1994).

2 K. The county shall not independently apply the Protected Aggregate and Mineral Resources Overlay
3 Subdistrict (PAM) to land within another county, or within a city or its urban growth boundary. The
4 county shall encourage protection of significant sites through cooperative agreements with another
5 county or a city where the resource or its impact area extends across jurisdictional boundaries.

6 (L) The county shall require increased setbacks, insulation, screening, or similar measures as conditions of
7 approval for any new conflicting use within an impact area surrounding an aggregate or mineral
8 resource site when such measures are necessary to resolve conflicts identified in a site-specific Goal 5
9 analysis.

10 M. The county shall impose conditions on surface mining when necessary to lessen conflicts identified as
11 part of a site-specific Goal 5 analysis. Where such conditions conflict with criteria and standards in
12 the Protected Aggregate and Mineral Resources Overlay, the conditions developed through the Goal 5
13 process shall control.

14 N. Based upon the Goal 5 ESEE analysis and the existing base zoning district, the county shall determine
15 the appropriate post-mining use of the site.

16 O. The county recognizes the jurisdiction of the Department of Geology and Mineral Industries (DOGAMI)
17 MD over mined land reclamation pursuant to ORS 517.750 to 517.900 (1994) and the rules adopted
18 thereunder.

19 P. Unless specifically determined on a case by case basis, it shall be the policy of the county, that
20 DOGAMI delay its final decision on approval of a reclamation plan and issuance of an operating per-
21 mit until the county decides all comprehensive plan amendments and/or conditional use approvals. It
22 is also the policy of Multnomah County to participate in and cooperate with DOGAMI in their review
23 of a permit application to that agency.

24 Q. No surface mining or processing activity, as defined by the zoning ordinance, shall begin without land
25 use approval from the county, and approval of a reclamation plan and issuance of an operating permit
26 by DOGAMI and Department of Environmental Quality.

The rock deposit should be easy to reclaim providing the topsoil resource is properly stored and then replaced over the mine area. Once an adequate area is opened up for mining, which will be approximately five acres, topsoil stripped from the expansion areas will be directly reapplied to the mined out pit.⁴

2. IMPACT AREA

Identification of an impact area surrounding the resource is required by OAR 660-16-000(2). The impact area is the area in which specific conflicting uses may adversely affect the resource. However, aggregate resources, which are "protected" for eventual extraction, are different from other Goal 5 resources in this part of the analysis. Not only must the impact area include an area that includes uses that could adversely affect the resource, but the impact area must also encompass those land uses which could be affected by the presence of the aggregate resource (expected extraction activities).

The description of the impact area for this resource falls into two categories. The first impact area is a mapped distance surrounding the entire known aggregate resource. The second impact area is a description of specific points and segments in the transportation network of East Multnomah County.

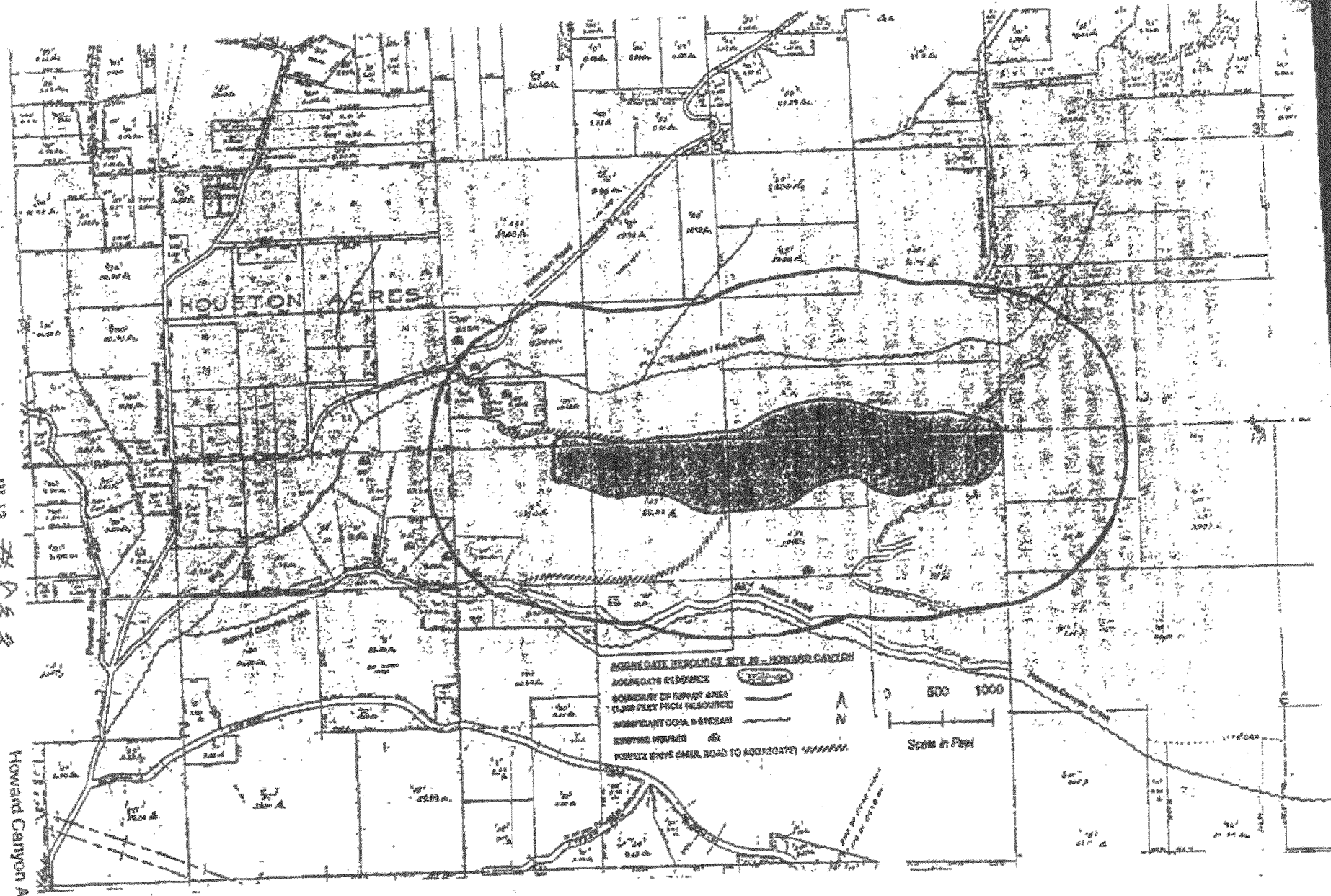
a. Impact Area Description

In the process of mapping an impact area for an aggregate resource a very important consideration must be in the forefront: the larger the area, the more properties that will receive restrictions on future permitted future land uses if the aggregate site is, in the later stages of the Goal 5 analysis, determined to meet the standards for protection. Therefore, an impact area that extends farther than the distance in which conflicts will actually occur, results in unnecessary development restriction on some property owners.

Noise, dust, and blasting associated with extraction and processing of aggregate resources may adversely affect surrounding land uses. Conversely, complaints expressed by surrounding property owners about those effects, as well as complaints about visual concerns and traffic may influence how aggregate is mined. In addition, there are Goal 5 inventoried "Significant Streams" to the north and south of the subject aggregate resource for which extraction and processing activities may conflict. To address these potential impacts, Multnomah County believes that an impact area of 1,200 feet is appropriate.

A noise assessment study of this site, prepared for the aggregate property owner, has been submitted to the County. At seven different distant locations, predictions of noise levels were made based upon the mining equipment located in the center of the resource on both the north and south sides. Typical mining equipment sound levels

III-13 #833



Howard Canyon Aggregate

used in the test were those for a dozer, front end loader, jaw crusher, screens, cone crusher, and generator set. At receiver point number 4 the sound level, without any mitigation methods such as berms, exceeded the DEQ noise standard. At receiver point number 5 the sound levels, again without berms, did not exceed the DEQ noise standard.⁵ Using the scale shown on a map within the report, County staff has estimated that the distances between the noise source and the receiving points were about 1,000 feet for number 4 and about 1,200 feet for number 5. The 1,200 foot distance is thus determined to be valid estimate of the range of noise conflicts because it is the distance in which DEQ standards could be met without berms – a distance greater than necessary if berms were in place. Noise from blasting was addressed in a subsequent March 13, 1990 addendum to the February 19, 1990 noise study by the same consultant. The report concluded:

We have found at other quarry sites similar in layout to that at Howard Canyon that blasting related sound can be reduced effectively by using berms. If a berm were located around the initial start-up area to barrier residences to the south, blasting noise could be reduced to meet DEQ standards at all residences. Once the quarry operation is moved into the mountain, the natural barrier provided by the rock formation will be adequate to insure DEQ standards are met at all residences without the need for a man-made barrier.

State DEQ noise standards do not apply to trucks engaged in interstate commerce but would apply to trucks and equipment that were permanently on-site during extraction and processing activity. For a further justification of the impact area chosen see section C.2.b.

The 1,200 foot distance also includes the drainages from the aggregate resource area down to the Howard Canyon Creek, Big Creek, and Krierlem/Ross Creeks. These creeks flow into Big Creek. The 1,200 foot distance includes all three the two upper creeks at least in part. The stream lengths that fall within the impact area are sufficient to address all conflicts that could occur between the aggregate resource and the stream resources – any erosion problem into one portion of the stream is also a conflict downstream.

There is confidence that the chosen distance is a reasonable balance between resolving potential conflicts and not burdening more property owners than necessary with additional land use regulations. The difference in elevation of the resource and the surrounding lands could result in extraction activities, over time, to progress into the ridge to where they would take place in a modified "bowl" below the ridge top. In this situation, impacts associated with noise, dust, blasting, and visibility of the operation would be lessened for surrounding properties.

b. Area Road Limitations on Resource Protection

The Howard Canyon site is served by two driveways, one to the north which empties

- 1 (J) Processing – The washing, crushing, screening, and handling of aggregate and mineral resources.
 2 Batching and blending of asphalt or portland cement concrete are included in the definition of pro-
 3 cessing.
- 4 (K) Protected Site – Significant resource sites which are identified through the Goal 5 Process as
 5 resources that the county will protect from conflicting uses. The special district designation
 6 Protected Aggregate and Mineral Resources (PAM) shall only be applied to protected sites.
- 7 (L) Restrictive Covenant – An enforceable promise, given by the owner of a parcel whose use and
 8 enjoyment of that parcel may be restricted in some fashion by mining occurring on another parcel,
 9 not to object to the terms of a permit issued by a local government, state agency or federal agency.
 10 The restrictive covenant shall be recorded in the real property records of the county, shall run with
 11 the land, and is binding upon the heirs and successors of the parties. The covenant shall state that
 12 obligations imposed by the covenant shall be released when the site has been mined and reclama-
 13 tion has been completed.
- 14 (M) Significant Site – A site containing either significant aggregate resources or significant mineral
 15 resources. The county will judge the significance of mineral and aggregate resources on a case by
 16 case basis, under the standards and procedures in LCDC's Goal 5 interpretive rules.

18 11.15.6770 PAM Overlay Special Subdistricts

- 19 The Protected Aggregate and Mineral Resource Subdistrict (PAM) comprises two areas, the *Extraction*
 20 *Area* (PAM-EA) and the *Impact Area* (PAM-IA).
- 21 (A) The *Extraction Area* shall be applied to the portion of *protected sites* where mining and associated
 22 processing is to occur. The *Extraction Area* may consist of one or more parcels or portions of
 23 parcels, and may be applied to contiguous properties under different ownership. The *Extraction*
 24 *Area* boundary may be modified through the *Goal 5 process* to reduce conflicts with *conflicting*
 25 *user* existing when the overlay is applied. The *Extraction Area* shall be shown on the zoning map
 26 with the designation PAM-EA.

operation not in a GC, EC, LM, GM, HM, C-2, M-4, M-3, M-2, and M-1 district.

(4) If no [H] hours and days of operation are contained in the site-specific Comprehensive Program, the following shall apply: [.]

(a) Operating hours shall be allowed from 7:00 am to 6:00 pm. No operation shall be allowed on Sundays or on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.

(b) ~~[(a) The Approval Authority may allow alternative hours on sites for which the ESEB analysis has identified other potential operating time periods;]~~ Blasting shall be restricted the hours of 9:00 am to 5:00 pm. No blasting shall be allowed on Saturdays, Sundays, on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.

(c) ~~[(b)]~~ Short-term exceptions to the hours and days of operation may be approved pursuant to the provisions of MCC 8705.

(5) Air, water, and noise quality.

(a) ~~[The discharge of airborne contaminants and dust created by the extraction operation shall comply with the air quality standards established by the Department of Environmental Quality.]~~ The applicant shall obtain and comply with the standards of all applicable emission discharge permits from the Department of Environmental Quality. Copies of all required permits shall be provided to the county prior to beginning mining.

(b) ~~[Sedimentation and erosion resulting from the extraction operation shall comply with the standards established by the Department of Environmental Quality.]~~ The applicant shall obtain and comply with the standards of all applicable waste water discharge permits from the Department of Environmental Quality. Copies of all required permits shall be provided to the county prior to beginning mining.

(c) Sound generated by an operation shall comply with the noise control standards of the Department of Environmental Quality. Compliance with the standards can be demonstrated

ed by the report of a certified engineer. Methods to control and minimize the effects of sound generated by the operation on ~~[off-site locations]~~ noise sensitive uses existing or approved (valid action or administrative decision) on the date of application may include, but not be limited to, the installation of earth berms, equipment location, limitations on the hours of operation, and relocation of access roads.

(6) Fish and wildlife protection.

~~[(a)] Fish and wildlife habitat, water bodies, streams, and wetlands [identified by] inventoried in the Comprehensive Plan [or recognized as significant by an ESEE analysis, or found to be significant during project review] shall be protected [to the maximum possible] according to the program contained in the Comprehensive Plan. [Where appropriate, such habitat may be mitigated by such enhancement measures as the provision of additional feed and cover for wildlife or fish stream habitat.~~

~~(b) The extent of the operation's impact on and the importance of the fish and wildlife values present shall be determined in consultation with the State Department of Fish and Wildlife.~~

~~(c) Streamside riparian vegetation shall be retained for all streams not a part of direct extraction activities.]~~

(7) Setbacks.

(a) For mineral and aggregate processing activities:

(i) 200 feet to a property line, or

(ii) 400 feet to a noise and dust sensitive land use existing or approved (valid action or administrative decision) on the date of application [February 20, 1990];

(b) For access roads and residences located on the same parcel as the mining or processing activity, setbacks shall be as required by the underlying district; and

(c) For mineral extraction and all other activities:

(i) 100 [50] feet to a property line, or

(ii) 400 [250] feet to a noise and sensitive land use existing or approved (valid action or administrative decision) on the date of application [February 20, 1990].

(8) Reclaimed Topography.

All final reclaimed surfaces shall be stabilized by sloping, benching, or other ground control methods. Reclaimed surfaces shall blend into the natural landforms of the immediately surrounding terrain. These reclamation standards shall not apply where the Approval Authority finds that the standards conflict with the reclamation plan provided in the Comprehensive Plan or where DOGAMI finds that the standards are less restrictive than DOGAMI reclamation standards.

~~[(9) Blasting shall be restricted to the hours of 9:00 am to 5:00 pm, Monday through Saturday.]~~

(2 [10]) Safety and security.

Safety and security measures, including fencing, gates, signing, lighting, or similar measures, shall be provided to prevent public trespass to identified hazardous areas such as steep slopes, water impoundments, or other similar hazard where it is found that such trespass is probable and not otherwise preventable.

(10 [44]) Phasing program.

All phases of an extraction operation shall be reclaimed before beginning the next, except where the Approval Authority or DOGAMI finds that the different phases cannot be operated and reclaimed separately.

(11 [42]) Reclamation Schedule.

The reclamation plan shall include a timetable for continually reclaiming the land. The timetable shall provide for beginning reclamation within twelve (12) months after extraction activity ceases on any segment of the mined area and for completing reclamation within three (3) years after all mining ceases, except where the Approval Authority or DOGAMI finds that these time standards cannot be met.

- (B) Produce less than 5,000 cubic yards of material and affect less than one acre in any consecutive 12 month period, and which over time affect less than a total of five acres, or
- (C) Produce materials which are used by the owner or tenant for construction and maintenance of on-site access roads, and farming or forest practices.]

11.15.7325 Criteria for Approval

The approval authority shall find that:

- (A) The site is [designated "2A", "3A", or "3C" through an ESSE analysis] included on the inventory of protected aggregate and mineral resource sites in the Comprehensive Plan.
- (B) There is a proposed reclamation plan which will allow the property to be utilized as provided in [as envisioned by] the Comprehensive Plan and the underlying district.
- (C) [The following general operation requirements and standards have been, or will be met:] The applicant has shown that the standards of this section, or site-specific requirements adopted as part of a comprehensive plan amendment, can or will be met by a specified date.

(1) Access and traffic:

- (a) Prior to any surface mining activity, all on-site roads used in the mining operation and all roads from the site to a public right-of-way shall be designed and constructed to accommodate the vehicles and equipment which will use them.
- (b) All on-site and private access roads shall be paved or adequately maintained to minimize dust and mud generation within 100 feet of a public right-of-way or 250 feet of a dust sensitive land use.
- (c) No material which creates a safety or maintenance problem shall be tracked or discharged in any manner onto any public right-of-way.
- (d) The applicant shall submit all traffic information and traffic management plans required in any site-specific Comprehensive Plan Program. The County Engineer shall review the submitted plans and shall certify, based on findings relating to the Multnomah County

Rules for Street Standards, that the roads appropriately identified in the Plan:

(i) Are adequate to safely accommodate any additional traffic created by the extraction operation for the duration of the activity, or

(ii) If the roads are inadequate to safely accommodate any additional traffic created by the extraction operation for the duration of the activity that:

• The applicant has committed to finance installation of the necessary improvements under the provisions of 02.200(a) or (b) of the Multnomah County Rules for Street Standards, and

• A program has been developed for the numbers and weight of trucks from the site that can safely be accommodated at specific levels of road improvement. Based upon those findings, the Hearing Authority may attach related conditions and restrictions to the conditional use approval.

(c) (d) If there are no traffic management requirements in the site-specific Comprehensive Plan Program requirements, [F] the applicant shall identify the most commonly used routes of travel from the site, [and -t] The County Engineer shall certify, based on findings relating to the Multnomah County Rules for Street Standards, that the applicant has identified the appropriate roads, and those roads:

(i) Are adequate to safely accommodate any additional traffic created by the extraction operation for the duration of the activity, or

(ii) If the roads [A-] are inadequate to safely accommodate any additional traffic created by the extraction operation for the duration of the activity that:

• The applicant has submitted a traffic management plan that is sufficient for the County Engineer to make relevant findings regarding necessary road improvements;

• [f-but-t] The applicant has committed to finance installation of the necessary improvements under the provisions of 02.200(a) or (b) of the Multnomah

County Rules for Street Standards, and

A program has been developed for the numbers and weight of trucks from the site that can safely be accommodated at specific levels of road improvement. Based upon those findings, the Hearing Authority may attach related conditions and restrictions to the conditional use approval.

(2) Screening, landscaping and visual appearance.

- (a) All existing vegetation and topographic features which would provide screening and which are within 100 (50) feet of the boundary of the proposed area of extraction shall be preserved.
- (b) If the site-specific Goal 5 analysis determines that existing [natural] vegetation and topography is [found to be] insufficient to obscure [views of] the site from key viewing areas and corridors, then measures as identified in the Goal 5 analysis to reduce or eliminate conflicts shall be implemented. ~~(the site shall be screened with)~~ Methods of screening may include landscape berms, hedges, trees, walls, fences or similar features. Any [R] required screening shall be in place prior to commencement of the extraction activities.
- (c) The Approval Authority shall grant exceptions to the screening requirements ~~(only upon finding that)~~ if:
- (i) The proposed extraction area is not visible from any ~~[dwelling, school, public park, church, hospital, public library, or publicly maintained road]~~ key viewing areas and corridors identified in (b) above, or
 - (ii) Screening will be ineffective because of the topographic location of the site with respect to surrounding properties, or
 - (iii) The area is part of the completed portion of a reclamation plan.

(3) Signing.

Signing shall be controlled by the standards of MCC 7932(A)-(D), except that only one sign for each point of access to each differently named improved street may be allowed for any

1 BEFORE THE BOARD OF COUNTY COMMISSIONERS

2 FOR MULTNOMAH COUNTY, OREGON

3 ORDINANCE NO. 857

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

9
10 Multnomah County Ordains as follows:

11
12 Section I. Findings.

13
14 (A) On September 22, 1994, the Multnomah County Board of Commissioners adopted
15 Ordinance #798, which adopted the "Howard Canyon Reconciliation Report" as part of the Multnomah
16 County Comprehensive Framework Plan.

17
18 (B) The "Howard Canyon Reconciliation Report" includes significance determinations, ESEE
19 analyses, protection programs, and other requirements for implementing Goal 5 of the Oregon
20 Statewide Planning Program specified in ORS 660-16 Division 33 in regards to three significant
21 streams, Big Creek, Knierem Creek, and Howard Canyon Creek in the East of Sandy River rural area.

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

1 (D) On February 7, 1995, the Director of the Oregon Department of Land Conservation and
2 Development issued a report citing specific deficiencies in Multnomah County's submitted ordinance.

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

8
9 (F) Multnomah County agreed to postpone consideration of the Howard Canyon Reconciliation
10 Report by the Land Conservation and Development Commission in order to consider amendments
11 which would address the Oregon Land Conservation and Development Commission's objections to the
12 Report.

13
14 (G) As a result, Multnomah County adopted Ordinance No. 833 on September 7, 1995, which
15 amended the Howard Canyon Reconciliation Report in order to address the deficiencies identified by
16 the Department of Land Conservation and Development.

17
18 (H) On March 7, 1996, the Oregon Land Conservation and Development Commission
19 acknowledged the Howard Canyon Reconciliation Report as consistent with Statewide Planning Goal
20 5, except that the Commission directed a revision to the report to 1) add back the western-most 1,000
21 feet of the site into the area found to be a significant aggregate site, 2) remove language from the report
22 requiring periodic noise studies by conducted by the mine operator in order to verify compliance with
23 DEQ noise standards, and 3) remove language giving discretion to the County Engineer to make addi-
24 tions to the required traffic management plan studies associated with any request to remove aggregate
25 material from the site.

(i) As a result, Multnomah County must revise the Howard Canyon Reconciliation Report to reflect the Land Conservation and Development Commission's direction.

Section II Amendment of Framework Plan Text

Multnomah County Comprehensive Framework Plan Volume 1 Findings is hereby amended to include the changes to the Howard Canyon Reconciliation Report. These changes are shown in strike-out/underline form as Exhibit A, attached.

ADOPTED THIS 20th day of June, 1996, being the date of its second reading before the Board of County Commissioners of Multnomah County.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
MULTNOMAH COUNTY, OREGON



Sandra N. Duffy, Chief Assistant

EXHIBIT “A”

the Reconciliation Report development.

The last chapter of the "Reconciliation Report" is the "Conflict Resolution and Protection Program". This chapter reconciles conflicts between each Goal 5 resource and other uses and/or other Goal 5 resources. The chapter also reaches conclusions concerning the appropriate level of protection and suggests specific protection strategies. Subsection "B" discusses previously identified ESEE consequences for each conflicting use and reconciles any differences to reach conclusions concerning whether conflicting uses should be allowed. Subsection "C", "Resource Protection", determines the level of protection and discusses a protection program for each of the Goal 5 resources.

The "Reconciliation Report" is considered an amendment to the Multnomah Comprehensive Framework Plan. The "Reconciliation Reports" include both findings and policy recommendations. Policy recommendations will be incorporated into the Comprehensive Framework Plan by separate actions by the Multnomah County Planning Commission and Board of County Commissioners pursuant to the Multnomah County Code and state statutes. Also, some subsequent Planning Commission and Board actions may be required to implement the full set of strategies outlined in the protection programs.

The "Reconciliation Report" is intended to satisfy in part the requirements of the Land Conservation and Development Commission's Remand Order 93-RA-876 and satisfies all other statewide goal requirements of the county's work program approved by the Commission, WKPROG - 0038.

On October 21, 1994, Multnomah County transmitted the completed Reconciliation Report to the Department of Land Conservation and Development. The Department received one objection to the Howard Canyon Reconciliation Report, from an attorney representing the Howard Canyon Quarry. On February 7, 1995, the Director of the Department of Land Conservation & Development issued a report which found flaws in the Howard Canyon Reconciliation Report. In response to County and objector comments, the Director issued a revised report on February 28, 1995, which did not change the staff recommendation regarding the Howard Canyon Reconciliation Report.

~~The attached document contains revisions intended to respond to the objections raised by the Department of Land Conservation & Development to this report. It was adopted by the Multnomah County Board of Commissioners on September 7, 1995~~

In response to the Director's report, Multnomah County made changes to the Howard Canyon Reconciliation Report, in an effort to respond to the DLCD's criticisms. On September 7, 1995, the Multnomah County Board of Commissioners adopted a revised Howard Canyon Reconciliation Report. However, the attorney representing the Howard Canyon quarry filed seven objections to the County's revised document. After review, the Land Conservation and Development Commission concurred with two of these seven objections and, along with an additional minor change, directed Multnomah

County, on March 7, 1996, to make specific changes to the Howard Canyon Reconciliation Report related to the area of significance, monitoring of on-going noise issues, and County Engineer discretion. The attached document contains revisions which comply with the LCDC direction.

A. AGGREGATE RESOURCE SIGNIFICANCE DETERMINATION

1. BACKGROUND

This first portion of this revised analysis is the determination of significance. The procedure for this determination is given in Oregon Administrative Rules (OAR) 660-16-000 (1) through (5). The rule directs the local government to determine whether there is sufficient information on the location, quality and quantity of the resource at a particular site. Then, based on that evidence, the local government must decide if the site is significant. The County's Comprehensive Plan will then reflect that conclusion. The prior determination of significance for this site was adopted on March 27, 1990 and concluded that the Howard Canyon site was significant and the site was included in the significant (important) site inventory. The following significance determination report is a redraft ~~and review~~ of the 1990 analysis to more closely follow the administrative rule requirements ~~and more closely determine the proven area of the significant aggregate resource.~~

2. LOCATION

The potential aggregate resource identified by the property owner is a cleared ridge top which runs in an east-west orientation along the section line between Section 36, Township 1 North, Range 4 East and Section 1, T. 1 S., R. 4 E., WM. The resource is a Boring Lava Formation that comprises the ridge between Knieriem / Ross Creek on the north and Howard Canyon Creek on the south. The formation covers portions of tax lots 25, 71, and 13 in Section 36 and tax lots 16, 17, 2 and 1 in Section 1.

The extent of the potential resource is shown on a map submitted by the property owner and confirmed by 31 test pits dug by both the property owner and the consulting firm of H. G. Schlicker & Associates, Geologists and Engineers. Maps in this Goal 5 report have been prepared by County staff, but are based upon the map submitted by the property owner. The location of the test pits are shown on the property owner's map and on a map in the appendix of a January 9, 1989 report entitled "Geologic Reconnaissance, Howard Canyon Quarry, East Multnomah County, Oregon," Project #88-416, prepared by H.G. Schlicker & Associates, Inc., Geologists and Engineers, 235 NE 122nd Avenue, Suite 315 [now 300], Portland, Oregon, 97230. ~~Unfortunately, the test pit sites on these two maps do not match.~~ The 22 page Schlicker report is incorporated in its entirety by reference as findings. That report did not map the boundary of the resource, only the location of the test pits. The westernmost test pit, as shown on the Schlicker report test pit map, is actually about 1000 feet from the western boundary of the resource as drawn on the property owner's map, ~~which shows the western most test pit to be approximately 1,300 feet from the western boundary of the resource.~~ Except for the exact westerly extent of the resource, Multnomah County accepts and believes the aggregate resource location information cited ~~although the test pit sites on the two maps do not match, they cover the same general areas.~~ However, lacking any conflicting information, the property owner's boundary will be used for this Goal 5 analysis. ~~the western boundary of the proven aggregate resource is approximately 1,000 feet easterly of the potential resource boundary claimed by the property owner.~~

3. QUANTITY

On page three of the January 9, 1989 Schlicker report it reads:

Quantity

The basalt occupies the upper 50 feet or more of the ridge crest except for the thin Loess overburden. The ridge rock deposit is more than 4200 feet long and 350 feet wide and contains at least 33 acres of ground. The volume of rock in place is then $(4200' \times 350' \times 40') / 27 = 2,177,778$ cu yards. When rock is crushed it expands about 25% therefore the deposit will produce more than 2.7 million tons of crushed basalt.

Because the lava is believed to occupy an old stream valley and the center of the valley should be much deeper, the deposit should be thicker than it appears and an estimate of an additional 30% of rock is not unreasonable.

This additional rock would bring the total to 3.5 million tons. ...

On page one of the same report it was stated that the 31 test pits that were dug showed that, on average, there was a little over seven feet of overburden on top of the rock. The top two feet of the rock is highly weathered and is considered to also be overburden (page three). These two depths are conservatively added together to total ten feet of overburden.

At the time of the Schlicker report there had not been any drillings to determine the depth of the resource. However, from the rock exposures in the existing quarry face and the geologic knowledge of this formation there is confidence in the continuity of the resource depth across the ridgetop.

The above cited DOGAMI on-site inspection report of December 8, 1986 notes that at that time of the inspection the DOGAMI Reclamationist also believed the layer of hard rock to be approximately 40 feet thick. The report is incorporated by reference as findings.

Multnomah County accepts the above as sufficient findings in determining the quantity of aggregate material at the resource site. ~~However, the stated length of the resource site in the Schlicker Report (more than 4,200 feet) is less than the scaled length of the resource site as shown on the property owner's map (approximately 5,200 feet). This difference of 1,000 feet corresponds to the 1,000 foot differential between the most westerly test pit and the western boundary of the resource site as shown on the property owner's map. Therefore, it appears that the Schlicker report did not consider this additional 1,000 feet in their calculations of resource quantity.~~

There is only one other aggregate site in unincorporated Multnomah County for which there is sufficient information on quantity to meet Goal 5 OAR requirements. That site is the Angell Brothers Quarry which is located west of the City of Portland. Angell Brothers is estimated to contain approximately 220 million cubic yards of very good aggregate material

depleted and converted to other land uses); 15.5 - 23.3 percent for rock from Rogers Construction; and no information for rock from Gresham Sand and Gravel.

The quality of the aggregate from the Howard Canyon site is less than the one other site in unincorporated Multnomah County and is less than the closest sites in the City of Gresham. However, the Howard Canyon resource is significant when the following is considered: the aggregate does meet the State of Oregon Highway Department wear requirements, the site is the only one in unincorporated East Multnomah County with sufficient known information on quality of the resource, and there is some uncertainty regarding future production potential from the City of Gresham sites.

5. SIGNIFICANCE CONCLUSIONS

~~Most of t~~This site is a significant Goal 5 Mineral and Aggregate resource site based upon the above description of the location, quantity and quality. ~~However, the area of the site west of the most westerly test pit, located approximately 1,000 feet east of the western boundary of the resource on the property owner's map, is found to be not significant, due to lack of information in the Schlicker Report and from the property owner about the resource in this area.~~

B. AGGREGATE RESOURCE ANALYSIS

1. DESCRIPTION OF THE RESOURCE

a. Summary of Statewide Planning Goal 5 Administrative Rules

Goal 5 requires local governments to inventory certain natural resources and develop programs to protect the resources that are determined to be significant. The Howard Canyon aggregate resource was determined to be significant in the preceding section A "Significance Determination." This Resource Analysis section is the second portion of the revised Goal 5 work on the Howard Canyon aggregate resource. The requirements for this analysis are given in OAR 660-16-005 and 660-16-010. An additional guide in the process is a May, 1990 technical bulletin entitled "Planning for Mineral and Aggregate Resources Under Statewide Planning Goal 5" by the Oregon Department of Land Conservation and Development (DLCD).

This section will address the part of the administrative rules which direct the local government to: (1) identify land uses which would conflict with the resource, (2) analyze the economic, social, environmental, and energy consequences of allowing, limiting or prohibiting the mining and the conflicting uses, and (3) determine the level of protection for the resource. The last task, the determination of the level of protection will not be fully resolved in this section B, but will be concluded in Chapter IV which will also include other Goal 5 resources.

b. Site Description

This aggregate resource is a cleared ridge top which runs in an east-west orientation along the section line between Section 36, Township 1 North, Range 4 East and Section 1, T. 1 S., R. 4 E., WM. The resource is a Boring Lava Formation that comprises the ridge between the canyons of Big Creek and Knieriem/Ross Creek on the north and Howard Canyon on the south. The formation covers portions of tax lots 25, 71, and 13 in Section 36 and tax lots 16, 17, 2 and 1 in Section 1. The extent of the resource is shown on a map submitted by the property owner ~~(except for the western-most 1,000 feet of length as shown on that map)~~ and confirmed by 31 test pits dug by the applicant and the consulting firm of H. G. Schlicker & Associates, Geologists and Engineers.

The geologic process that resulted in this ridge top formation occurred from basalt lava pouring from boring vents into and filling stream valleys that existed about 2 million years ago. Since that time streams have cut new channels and valleys into the softer "Troutdale Formation" that is between the lava filled valleys. As a result, the former valleys are today's ridge tops.¹

The basalt lava resource occupies the upper 50 feet or more of the ridge crest and is more than 350 feet in width. The width of the entire ridge is approximately 700 feet and the ground surface ranges from 780 feet to 860 feet in elevation. Access to the resource area is by two private drives, one connecting with Knieriem Road on the north side of the ridge and one connecting with Howard Road on the south side.

c. Existing and Anticipated Mining Activities

- (i) Existing Mining Activities. The following description of the existing mining activities at the Howard Canyon site is from a site inspection report written by Allen H. Throop, Reclamationist with the Oregon Department of Geology and Mineral Industries (DOGAMI):

This inspection was conducted to determine if this site remains qualified for a Grant of Total Exemption. The total exemption remains valid until such time as commercial production exceeds 5,000 cubic yards per year.

... The site was active at the time of the visit. Two locations are being worked. The biggest disturbance is a two-acre area near the north-east corner of Section 1. Approximately one acre is an extraction area of diced basalt. The other acre has been used to store overburden which has been stripped off of the basalt. Mr. Muck was ripping some of this basalt for later crushing at the time of this visit. According to the owner and operator, most of the crushed material is used on-site for the logging road construction on contiguous parcels owned or being logged by Mr. Muck. Such production is exempt from the 5,000 yard limit under on-site construction exemption.

The second site being actively mined is an outcrop of columnar basalt

this operation as it is a hilltop removal project. ...

The rock deposit should be easy to reclaim providing the topsoil resource is properly stored and then replaced over the mine area. Once an adequate area is opened up for mining, which will be approximately five acres, topsoil stripped from the expansion areas will be directly reapplied to the mined out pit.⁴

2. IMPACT AREA

Identification of an impact area surrounding the resource is required by OAR 660-16-000(2). The impact area is the area in which specific conflicting uses may adversely affect the resource. However, aggregate resources, which are "protected" for eventual extraction, are different from other Goal 5 resources in this part of the analysis. Not only must the impact area include an area that includes uses that could adversely affect the resource, but the impact area must also encompass those land uses which could be affected by the presence of the aggregate resource (expected extraction activities).

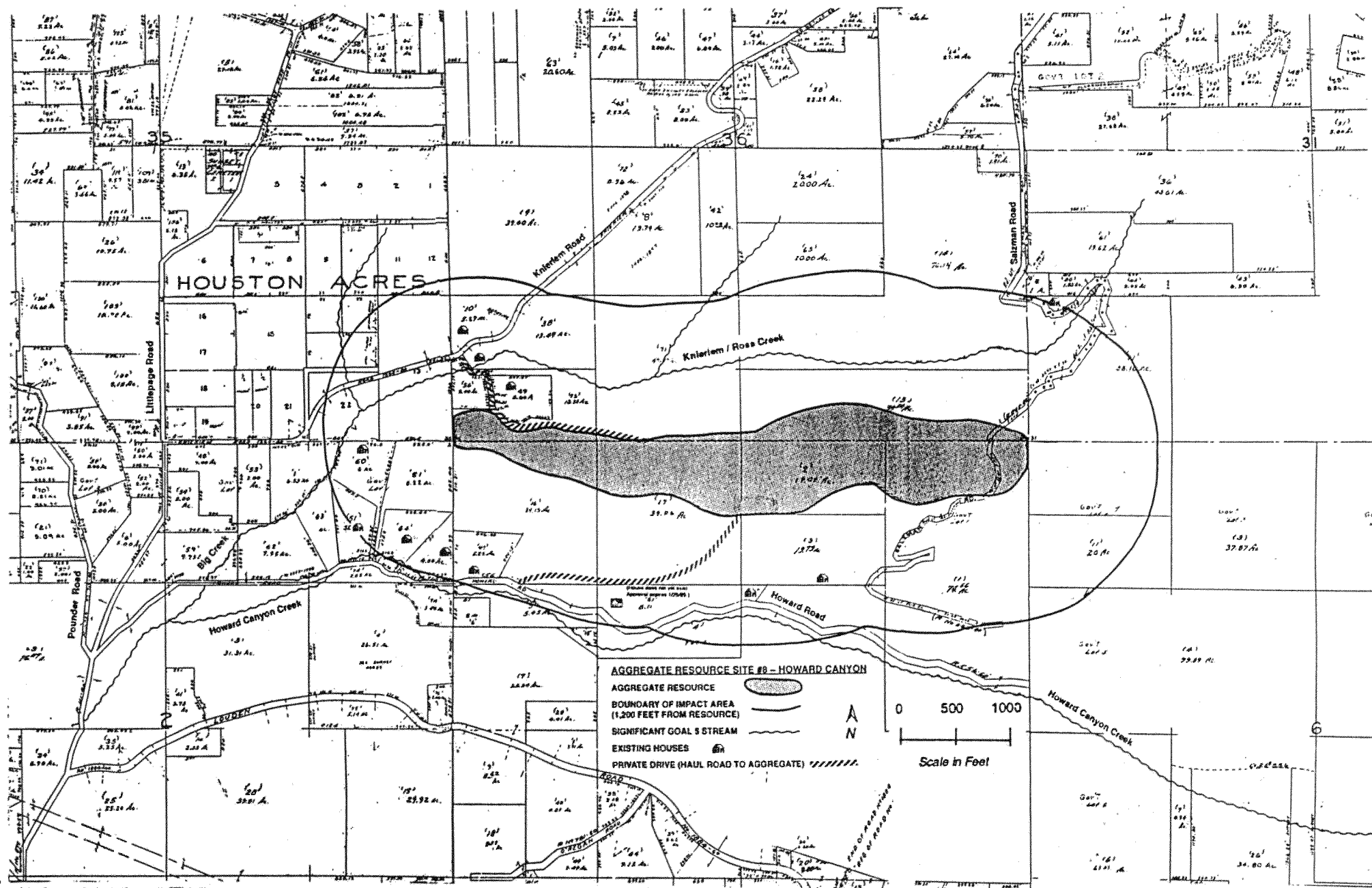
The description of the impact area for this resource falls into two categories. The first impact area is a mapped distance surrounding the entire known aggregate resource. The second impact area is a description of specific points and segments in the transportation network of East Multnomah County.

a. Impact Area Description

In the process of mapping an impact area for an aggregate resource a very important consideration must be in the forefront: the larger the area, the more properties that will receive restrictions on future permitted future land uses if the aggregate site is, in the later stages of the Goal 5 analysis, determined to meet the standards for protection. Therefore, an impact area that extends farther than the distance in which conflicts will actually occur, results in unnecessary development restriction on some property owners.

Noise, dust, and blasting associated with extraction and processing of aggregate resources may adversely affect surrounding land uses. Conversely, complaints expressed by surrounding property owners about those effects, as well as complaints about visual concerns and traffic may influence how aggregate is mined. In addition, there are Goal 5 inventoried "Significant Streams" to the north and south of the subject aggregate resource for which extraction and processing activities may conflict. To address these potential impacts, Multnomah County believes that an impact area of 1,200 feet is appropriate.

A noise assessment study of this site, prepared for the aggregate property owner, has been submitted to the County. A map of the area surveyed as part of the noise analysis is shown on Page III-49 (it is Figure 2 in the original noise analysis report). As indicated by the map, the noise analysis did not consider impacts from mining on the western-most 1,000 feet of the proposed aggregate site. At seven different distant locations, predictions of noise levels were made based upon the mining equipment located in the center of the



resource on both the north and south sides. Typical mining equipment sound levels used in the test were those for a dozer, front end loader, jaw crusher, screens, cone crusher, and generator set. At receiver point number 4 the sound level, without any mitigation methods such as berms, exceeded the DEQ noise standard. At receiver point number 5 the sound levels, again without berms, did not exceed the DEQ noise standard.⁵ Using the scale shown on a map within the report, County staff has estimated that the distances between the noise source and the receiving points were about 1,000 feet for number 4 and about 1,200 feet for number 5. The 1,200 foot distance is thus determined to be valid estimate of the range of noise conflicts because it is the distance in which DEQ standards could be met without berms – a distance greater than necessary if berms were in place. Noise from blasting was addressed in a subsequent March 13, 1990 addendum to the February 19, 1990 noise study by the same consultant. The report concluded:

We have found at other quarry sites similar in layout to that at Howard Canyon that blasting related sound can be reduced effectively by using berms. If a berm were located around the initial start-up area to barrier residences to the south, blasting noise could be reduced to meet DEQ standards at all residences. Once the quarry operation is moved into the mountain, the natural barrier provided by the rock formation will be adequate to insure DEQ standards are met at all residences without the need for a man-made barrier.

State DEQ noise standards do not apply to trucks engaged in interstate commerce but would apply to trucks and equipment that were permanently on-site during extraction and processing activity. For a further justification of the impact area chosen see section C.2.b.

The 1,200 foot distance also includes the drainages from the aggregate resource area down to the Howard Canyon Creek, Big Creek, and Knieriem/Ross Creeks. ~~These creeks flow into Big Creek.~~ The 1,200 foot distance includes all three ~~the two upper creeks~~ at least in part. The stream lengths that fall within the impact area are sufficient to address all conflicts that could occur between the aggregate resource and the stream resources – any erosion problem into one portion of the stream is also a conflict downstream.

There is confidence that the chosen distance is a reasonable balance between resolving potential conflicts and not burdening more property owners than necessary with additional land use regulations. The difference in elevation of the resource and the surrounding lands could result in extraction activities, over time, to progress into the ridge to where they would take place in a modified "bowl" below the ridge top. In this situation, impacts associated with noise, dust, blasting, and visibility of the operation would be lessened for surrounding properties.

b. Area Road Limitations on Resource Protection

(iii.) Traffic Volumes: Multnomah County has no information on existing traffic volumes for Knieriem, Howard, or Littlepage Roads in the vicinity of the proposed mine. Local roads are designed to carry up to 2,000 trips per day (1,000 per lane) at an acceptable level of service. They are not intended to carry heavy commercial traffic. Evans Road and Gordon Creek road to the west of the site are rural collectors, with a capacity of up to 6,000 trips per day (3,000 per lane) at an acceptable level of service. Recent traffic counts for Gordon Creek Road south of Rickert Road show 800 trips per day. Recent traffic counts for Evans Road south of Pounder Road show 370 trips per day.

In conclusion, the following problems exist regarding area roadways surrounding the Howard Canyon quarry site:

- (i.) Access to the quarry site are from local roads which are not designed to carry significant amounts of commercial traffic. Since these roads run through areas designated for Commercial Forest Use, they do contain intermittent levels of commercial forestry traffic. However, the proposed quarry would most likely result in a much higher and more consistent level of commercial traffic.
- (ii.) Existing traffic counts on adjacent local roads are unknown (however, given traffic counts on nearby rural collector roads, it appears that these local roads are not operating at or near their capacity for traffic).
- (iii.) Knieriem Road and part of Littlepage Road are designated bikeway routes. Significant commercial truck traffic could pose problems for bicyclists on these roadways since existing improvements are inadequate.
- (iv.) Existing structural sections on adjacent local roadways appear to be inadequate to handle projected amounts of commercial truck traffic.
- (v.) Significant constraints for commercial truck traffic exist on bridges and viaducts exiting the rural community East of the Sandy River.

3. CONFLICTING USES

The Goal 5 Rule requires identification of conflicting uses. A conflicting use is one which, if allowed, could adversely affect a Goal 5 resource site. Identifying conflicting uses is primarily done by examining uses authorized by zoning districts within the impact area.

There are two zoning districts within the impact area (the resource site plus a 1,200 foot deep perimeter area): Commercial Forest Use (CFU) and Exclusive Farm Use (EFU). The CFU zoned portion covers approximately five-sixths ~~nine-tenths~~ of the total impact area with EFU zoning on the remainder. Both zoning districts require a minimum parcel size of 80 acres for the creation of new parcels.

- (i) CFU District. The following uses allowed by the Commercial Forest Use district within the impact area may conflict with or be impacted by mining activities on the resource site:

- Residential uses including the following as provided by the Administrative Rules:

Forestland dwellings

Alteration, restoration or replacement of a lawfully established dwelling

A mobile home in conjunction with an existing dwelling as a temporary use for the term of a hardship suffered by the existing resident or a relative

Private accommodations for fishing occupied on a temporary basis

Private seasonal accommodations for fee hunting operations

Residences are defined by the Oregon Department of Environmental Quality (DEQ) as "noise sensitive property." OAR 340-35-015(38) reads:

"Noise Sensitive Property" means real property normally used for sleeping, or normally used as schools, churches, hospitals or public libraries. Property used in industrial or agricultural activities is not Noise Sensitive Property unless it meets the above criteria in more than an incidental manner.

In the CFU zoned portion of the impact area there are six existing residences and one unexpired approval for a residence. The closest residences to the aggregate resource are two houses north of the west end of the resource. The two houses are approximately 400 and 500 feet away from the aggregate resource and are located along the private access drive connecting to Knieriem Road.

The CFU zoned portion of the impact area covers portions or all of ~~thirteen~~ sixteen different tax lots that do not contain a dwelling. More than one-half of those tax lots are under the same ownership. Under the OAR provisions adopted by LCDC on February 18, 1994, only one dwelling is allowed per "tract." A "tract" means all contiguous parcels under the same ownership. There appears to be a maximum potential for seven more houses. The more realistic estimate may actually be only four more houses when considering the various new OAR approval criteria. Regardless, the existing and potential residential uses both impact and are impacted by aggregate extraction activities.

- (ii) EFU District.

- Residential uses including the following as provided by the Administrative Rules:

Dwelling customarily provided in conjunction with farm use

A dwelling on property used for farm use occupied by relative whose assistance in management of the farm is required by farm operator

One single-family dwelling on a lawfully created lot or parcel (optional provision using date of ownership, soil productivity ratings, and other criteria)
A mobile home in conjunction with an existing dwelling as a temporary use for the term of a hardship suffered by the existing resident or a relative
Single family residential dwelling, not provided in conjunction with farm use
Seasonal farmworker housing as defined in ORS 197.675
Alteration, restoration or replacement of a lawfully established dwelling

All of the above residential uses are "noise sensitive property" [OAR 340-35-015(38)]. In the EFU zoned portion of the impact area there ~~is one~~ are five existing residences. This closest residence is approximately 850 feet away from the aggregate resource.

There ~~is one~~ are two tax lots within the EFU zoned portion of the impact area that do not contain a residence. The existing and potential residential uses both impact and are impacted by aggregate extraction activities.

e. Other Goal 5 Resources

The following Goal 5 resources are within the impact area:

(i.) Big Creek

(ii) Knieriem/Ross Creek

(iii) Howard Canyon Creek

These inventoried significant Goal 5 streams are within the impact area. Harm to fish habitat could result if there was inadequate soil erosion control measures associated with mining activities because drainages from the ridgetop aggregate resource location flow to the north and west into the Big and Knieriem/Ross Creek and to the south into the Howard Canyon Creek. Consequently, extraction activities are considered to be a conflict with these Goal 5 resources.

4. ESEE ANALYSIS

OAR 660-16-005 (2) Determine the Economic, Social, Environmental, and Energy Consequences: If conflicting uses are identified, the economic, social, environmental and energy consequences of the conflicting uses must be determined. Both the impacts on the resource site and on the conflicting use must be considered in analyzing the ESEE consequences. The applicability and requirements of other Statewide Planning Goals must also be considered, where appropriate, at this stage of the process. A determination of the ESEE consequences of identified conflicting uses is adequate if it enables a jurisdiction to provide reasons to explain why decisions are made for specific sites.

resulting economic effect will also be higher costs for this material for most of the unincorporated East Multnomah County.

- Big Knieriem/Ross and Howard Canyon Creeks

If the interpretation of "fully allowed" for these conflicting significant Goal 5 resources was "zero tolerance" of any adverse drainage impacts from an extraction operation, then the resulting economic effect on the aggregate resource would most likely be total prohibition of extraction activities. This concept is, however, unrealistic and improperly selective in not considering that several other land uses along the creeks such as forestry and farming practices, and residentially associated activities, like runoff from driveways, contribute some amount of erosion into the waters entering the creeks.

Staff from the Department of Geology and Mineral Industries and the Department of Environmental Quality have verified that they are confident that there is enough separation between the extraction area and these significant Goal 5 streams to accommodate holding ponds that would catch enough soil to ensure that the drainage that leaves the ponds would meet applicable water quality control standards.

The resulting economic effect of "zero tolerance" or severely strict erosion control standards would be the same as found in (a) above.

(ii) Economic Effect on Conflicting Uses if Development of the Aggregate Resource is Fully Allowed

- Residential Uses

During public hearings in 1990 there were strong opinions expressed by several property owners near this aggregate site that the value of their homes would be reduced due to operation of the quarry so close to their property. Also, on record in the County Planning Offices are letters from four property owners on Howard Road within the 1,200 foot impact area who commented on the property value issue. In each of the four letters the property owner stated that they have "no doubt" that "definite" and "significant" reduction in property values will result from extraction and rock transport activities. The basis for the residents concerns were primarily about the noise and dust from a mining operation and noise and safety concerns about truck traffic passing their properties on the inadequately improved Howard Road.

Even though the property owners were sincere in their feeling that the resale value of their homes would be significantly affected, there exists no convincing evidence in support of that position (ie. studies, reduction in appraised valuation or Board of Equalization petitions). See LCDC Remand Order Issue #2 and section C.2.h. of this chapter. In addition to the evidence requirement in Remand

important to Multnomah County.

A protection program to allow full development of the aggregate resource may have the economic effect of prohibiting new residential uses to be built over or near the resource area and require new residences in the impact area to assume a portion of the obligation to mitigate conflicts. Mitigating surface mining impacts typically involves building design and orientation considerations, sound insulation, and visual and noise screening. The costs of such measures will impact the builder of a new home in the impact area.

- Big Knieriem/Ross and Howard Canyon Creeks

The County has no knowledge of any adverse economic impact that a mineral extraction operation would have on these streams if all extraction and processing activities met State operational requirements.

b. Social Effects

(i) Social Effect on Use of the Aggregate Resource if Conflicting Uses are Fully Allowed

- Residential Uses

The addition of approximately nine new residences in the impact area would increase the potential for complaints to the mining operator regarding noise, dust, vibration, etc. (The number of potential residences cannot be definite because of the complexity of the new OAR's for farm and forest lands; the potential may actually be fewer.) If the new residences were located on top of or too near the aggregate resource the result would either be severe modification of mining operations or outright prohibition of mining.

- Big Knieriem/Ross and Howard Canyon Creeks

Any mining must be conducted in a manner that does not impact these Significant Goal 5 resources.

(ii) Social Effect on Conflicting Uses if Development of the Aggregate Resource is Fully Allowed

- Residential Uses

For the ~~six~~ dozen existing residences in the impact area the social consequences resulting from full development could be a perceived reduction in the quality of home life from any noise and dust produced during mining operating hours.

Registered Professional Engineer (acoustical) Mr. Standlee has determined that noise from blasting, machinery and rock crushing will be well within DEQ standards as measured at existing dwellings in the area.. Mr. Standlee's testimony was contracted for by the aggregate operator. The County-accepts the State of Oregon DEQ standards as providing an appropriate basis for determining whether or not noise is an adverse social impact. DEQ has established noise standards which are measured at the point of reception and, therefore, we conclude they are designed to protect adjacent properties. It is understood that DEQ standards are designed to meet the legislative policy to protect the health, safety and welfare of Oregon citizens. Because DEQ standards will be met by the proposed use at the quarry, it is concluded that social impacts of the resource are minimal on the conflicting use.

Crushing equipment previously used at the site has a DEQ air contaminant discharge permit which requires the crushing machinery to control dust. DEQ permit limits are designed to protect the health, safety and welfare of the citizens of Oregon and, therefore, it is concluded that DEQ standards present an appropriate basis for determining whether the impact would have an adverse effect on the conflicting use.

Dust can be expected to be produced from aggregate truck traffic on either of the long unpaved private access drives that connect the public road and the resource site. To ensure minimal dust effects on homes in the impact area, concerns regarding truck traffic speed limits on the drive and the type of driveway improvements would be appropriate issues to address in developing any operational standards for the site. Measures, such as retention of vegetative buffers, and watering, oiling, or paving the private drive that is used are options to be considered to minimize dust.

The County received testimony from adjacent residents expressing concern about the adequate enforcement of noise and dust standards, and the ability or willingness of the mine operator to obey such standards. Therefore, an effective enforcement program to ensure that noise and dust standards are met by the quarry operation is important to Multnomah County.

The social effect on new residential uses in the impact area if the aggregate resource is developed fully would also include the above discussion. In addition, the new residences, under full resource use (protection), may not be permitted to build and live at this location at all or at least will have fewer choices on home location, orientation, design, and views.

- Big Knieriem/Ross and Howard Canyon Creeks

There may be some social perception that the "natural state" of the stream is compromised by noise arriving from extraction and processing activities, but that noise, at expected levels, will have no impact on fish habitat.

c. Environmental Effects

(i) Environmental Effect on Use of the Aggregate Resource if Conflicting Uses are Fully Allowed

- **Residential Uses**

The addition of approximately nine new residences in the impact area, if sited in a manner that causes the quarry to violate noise control standards, would force a mining operator to either make severe modifications in mining operations or would result in an outright prohibition of mining. The result of these situations are discussed above as economic consequences.

- **Big Knieriem/Ross and Howard Canyon Creeks**

"Allowing fully" these Significant Goal 5 creeks is accepted to mean maintaining the attributes of the creeks that qualified them as "Class 1 waters" as defined in the State Forest Practices Act. The effect on the aggregate resource is the requirement to put operational measures in place to ensure the fish habitat will not be adversely affected. Multnomah County can request that mining operation plans at the application stage with DOGAMI also be reviewed by other state agencies such as the Oregon Fish and Wildlife.

(ii) Environmental Effect on Conflicting Uses if Development of the Aggregate Resource is Fully Allowed

- **Residential Uses**

Fully allowing development of the mineral resource could result in increased noise, dust and vibration. The majority of the existing conflicting residential uses that would experience these effects are located at the western end of the resource site. Such development, however, would have to be conducted in compliance with environmental control standards. The consequences of those effects are discussed above as social issues. No adverse environmental impacts, that cannot be operationally mitigated, are foreseen.

- **Big Knieriem/Ross and Howard Canyon Creeks**

There would be no adverse environmental effect on the creeks to the south, west, and north of the aggregate resource by an "allowed fully" mining activity if the mining were conducted under current state environmental control measures. The larger the mining extraction activities occurring at one time, the more difficult it would be to meet those environmental standards. Based upon submitted expert testimony there is confidence that mining at this site, at least at a rate of

county, or locations in the county where material is transshipped from outside the county. These longer distance deliveries use additional energy that would not be consumed if material was available from the Howard Canyon resource.

- Big Knieriem/Ross, and Howard Canyon Creeks

Energy effects of allowing fully (protection) these creeks will be the energy the operator will expend in meeting State DEQ water quality and erosion standards.

(ii) Energy Effect on Conflicting Uses if Development of the Aggregate Resource is Fully Allowed

- Residential Uses

Operation of the aggregate resource on the site is not expected to increase or decrease energy consumption for existing residential uses.

Allowing full development of the aggregate resource, besides prohibit some homes from occurring, could require new homes that are approved to expend energy in constructing buffering measures such as earthen berms or require more energy in the need for additional sound insulation in the construction of the home.

- Big KnieriemRoss, and Howard Canyon Creeks

No energy effects are foreseen.

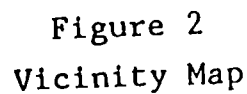
e. Other Applicable Statewide Planning Goals

OAR 660-16-005(2): "... The applicability and requirements of other Statewide Planning Goals must also be considered, where appropriate, at this stage of the process. ..." The following additional Statewide Planning Goals apply to this ESEE analysis:

(i) Goal 3 – Agricultural Land

Goal 3 applies to those lands zoned Exclusive Farm Use: Tax lots 16 and 43, Section 1, T. 1 S., R. 4 E.; and tax lots 1, 51, 55, 60, 61, 63, and 64, Section 2, T. 1 S., R. 4 E., WM. Only tax lot 16-in Section 1, on which a small portion of the aggregate resource is mapped, is of sizable acreage (34 acres). All of the other tax lots range in area from 4 to 8 acres and can not be expected to be any more than part-time farm endeavors by the property owners.

Counties may authorize those nonfarm uses defined by commission rule that will not have significant adverse effects on accepted farm or forest practices. The review standards for aggregate mining are given in OAR 660-33-130(5)(a)&(b). Mining



- Parks, including Private parks, playgrounds, hunting and fishing preserves and campgrounds and Parks, playgrounds or community centers owned and operated by a governmental agency or a nonprofit community organization
- A winery as described in ORS 215.452

d. Program to Achieve the Goal – OAR 660-16-010 requires, based on the determination of the economic, social, environmental and energy consequences, that a jurisdiction must "develop a program to achieve the Goal." Following is the program for protection of the Howard Canyon aggregate resource in accordance with the determination to "Limit Conflicting Uses" (3C level of resource protection).

- (i) Comprehensive Framework Plan Policy 16-B and the Zoning Code shall be amended to include items required by the LCDC Remand Order.
- (ii) Multnomah County shall amend Comprehensive Framework Plan Policy 16-B to identify the Howard Canyon aggregate resource as 3C and acknowledge the impact area identified in the ESEE Analysis as the appropriate area for regulation of conflicting uses. All of the following quarry development conditions shall also be made a part of the Plan Policy language specific to this site and shall supercede corresponding less restrictive provisions in the Zoning Code (MCC 11.15).
- (iii) A mapped plan designation and overlay zoning district "extraction zone" shall be adopted to protect the aggregate resource area that is appropriate to mine. Within this area only aggregate extraction and processing, land reclamation, farming and forestry activities would be permitted.

The extraction area for the Howard Canyon site shall be the mapped area of the aggregate resource ~~(note—this does not include the westerly 1,000 foot of the area shown on the applicant's map of the resource, since this area was found not to be significant in Chapter III).~~

- (iv) A plan designation and overlay zoning district "impact area" extending 1,200 feet around the "extraction zone" shall be adopted. Within the "impact area" overlay zone some future conflicting uses would not be allowed and other conflicting uses such as new homes would be required to address certain setbacks and orientation requirements so as not to cause approved mining activities within the "extraction zone" to violate State standards for noise levels, air quality, etc.
- (v) For the area of the aggregate resource site subject to an Oregon Department of Geology and Mineral Industries (DOGAMI) operational permit, Multnomah County deems Oregon Department of Environmental Quality (DEQ) standards for noise levels, air quality, and water quality to be appropriate to protect the health, safety and welfare of citizens and to be appropriate to protect the land and water resources within the impact area. The County will request participation by DEQ and the Oregon Department of Fish and Wildlife in the review of any DOGAMI operational min-

ing permit at this site. No nonexempt mining operation shall commence without DOGAMI approval of the proposed permit, after incorporating the comments and conditions suggested by DEQ and ODF&W in their review.

(vi) Phasing. At the Conditional Use review and approval of any proposed mining plan for this site the Approval Authority shall establish conditions of phased development in the amount of aggregate extracted within certain time periods. Multnomah County shall not require the number of phases between the start of mining and the eventual production cap proposed by the applicant to be greater than four. The timing between phases and the amount of aggregate extracted are directly related to the factors listed in program requirements, (vi), (vii), and (xvi).

- All of the nearby roads and the roads serving the aggregate site are rural local roads that are inadequate in construction for certain levels of heavy truck service. [See III.B.2.b. and III.B.4.e.(vii).] The ability of the roads to safely handle certain numbers and weights of trucks will directly determine the extraction limits of each phase. The findings of the Traffic Management Plan outlined in (xvi) and subsequent review and findings of the County Engineer will be the basis for the necessary information to establish the phase limits.
- ~~The Oregon Department of Environmental Quality no longer contains noise enforcement staff and, therefore, before approval of an increase to the next higher extraction total it shall be demonstrated that DEQ noise standards are satisfied at the existing extraction level allowed by the approved phase. The studies shall be by an independent consultant and paid for by the mine operator. The mine operator and the Planning Director shall agree on the cost and scope of the studies and the Planning Director shall select the consultant. In the event that the Planning Director and the mine operator do not agree on the cost and scope of the studies, the Planning Director shall make this determination. After the approval of the phase with the highest extraction total noise studies shall be conducted on an annual basis until, based upon the mining plan approved as part of the conditional use permit, intervening topography precludes the need for any further noise mitigation measures. If DEQ hires noise enforcement staff and informs the Planning Director that its staff will be able to effectively monitor noise levels at the quarry site, then the County shall discontinue separate noise studies. If mining is conducted on the portion of the site studied for noise impacts as part of the Daly-Standlee Report (see map on Page III-49) in a manner which is consistent with the manner described in the report, then no further noise analysis is necessary. For the portion of the site not considered in the Daly-Standlee Report (approximately the western 1,000 feet of the site), the mining applicant shall demonstrate through a noise study that mining in this area can meet DEQ standards for noise levels prior to approval of the Conditional Use application which allows mining activities in this area.~~
- Drainage from this hilltop aggregate site flows into Goal 5 Significant Streams which all flow into the highest rated Goal 5 Significant River, the Sandy River.

tions:

- A. Multnomah County Department of Environmental Services Rules for Street Standards
- B. AASHTO Policy on Geometric Design of Highways and Streets
- C. AASHTO Guide for Design of Pavement Structures
- D. AASHTO Standard Specifications for Highway Bridges and Manual for Maintenance Inspections of Bridges
- E. AASHTO Guide for the Development of Bicycle Facilities
- F. ODOT Standard Specifications for Highway Construction
- G. FHWA and OR Supplement Manual on Uniform Traffic Control Devices

- II. The consultant shall perform the following studies and produce preliminary and final engineering, design, and economy reports that show the results of data collection, provide roadway system characteristics, information, and factors, analyze and evaluate the effects of the proposed resource development on County Roads, and identify recommended improvements and relative cost responsibilities to accommodate local and resource development traffic. The report outline below is considered a guide; revisions to the plan may be necessary. The reports will be submitted to the County Engineer for review and approval. At a minimum, the reports must have the following components:

A. Traffic Study Section

- 1. Collect field data of existing traffic conditions;
- 2. Provide physical and operating characteristics of vehicles attending the resource development;
- 3. Provide traffic volumes forecasted by the resource development for each stage of expansion;
- 4. Identify roadways, bikeways, and walkways impacted by resource development traffic;
- 5. Identify and map resource development vehicular haul routes east of the Sandy River; and
- 6. ~~Provide other information as determined and directed by the Transportation Division.~~

B. Operational Study Section

- 1. Collect field data of existing geometric and traffic control conditions for roadways, bikeways, and walkways;
- 2. Analyze and evaluate the effect of resource development traffic on the safety of roadway, bikeway, and walkway users;
- 3. Analyze and evaluate the adequacy of existing roadway, and bridge geometries to accommodate resource development traffic; and

4. ~~Provide other information as determined and directed by the Transportation Division.~~

C. Pavement and Other Structures Study Section

1. Collect field data of existing structure conditions and perform a condition survey of pavement, bridge, and culvert structures on roadways identified as haul routes;
2. Perform survey and testing of pavement deflections on roadways identified as haul routes using non-destructive methods;
3. Analyze and evaluate the structural adequacy of existing roadways, culverts, and bridges;
4. Analyze and evaluate the effects of resource development traffic on the structural adequacy of existing roadways, culverts, and bridges; and
5. ~~Provide other analyses and evaluations as determined and directed by the Transportation Division.~~

D. System Condition Conclusions and Improvement Alternatives Analysis Section

1. Provide assessment of the adequacy of existing roadways and structures to accommodate traffic for the life of the proposed resource development **ignoring** the effects of resource development traffic;
2. Identify limitations of the existing roadways, culverts, and bridges to accommodate resource development traffic for each stage of development expansion including startup;
3. Identify and provide alternatives analysis of roadway geometry and traffic control changes for safety improvements where necessitated by the physical and operating characteristics of the proposed resource development traffic;
4. Identify and provide alternatives analysis of measures to strengthen and/or rehabilitate pavements, culverts, and bridges to adequately withstand the stress repetition loading and other detrimental effects of resource development traffic; and
5. ~~Provide other assessments and recommendations as determined and directed by the Transportation Division.~~

E. Economy/Cost Responsibility Study Section

1. Provide cost estimates to rehabilitate existing roadways for the life of the proposed development **ignoring** the effects of resource development traffic;
2. Determine and provide cost estimates of alternatives provided in Section D-3 above with respect to each stage of development expansion, considering and accommodating resource development traffic for the expected life of the proposed development;
3. Determine and provide cost estimates of alternatives provided

- in Section D-4 above with respect to each stage of development expansion, considering and accommodating resource development traffic for the expected life of the proposed development;
4. ~~Provide other cost estimates as determined and directed by the Transportation Division."~~

NOTE: AT ANY POINT DURING THIS ANALYSIS, THE MINE OPERATOR MAY PRECLUDE STUDY OR IMPROVEMENT OF ANY POTENTIALLY AFFECTED ROADWAY BY DECLARING THAT TRUCK TRAFFIC FROM THE MINE SITE WILL NOT USE THE AFFECTED ROADWAY EXCEPT FOR LOCAL DELIVERIES TO A SITE LOCATED ON THE AFFECTED ROADWAY, AND WILL BE LIMITED TO ALTERNATIVE ROUTES. SUCH A DECLARATION WILL BE ENFORCED THROUGH CONDITIONS OF THE CONDITIONAL USE PERMIT FOR THE MINE.

3. CONCLUSION

- a. The aggregate resource at the Howard Canyon site is being designated to be protected for future aggregate expansion, subject to the limitations set forth above in subsection 2 of section C, Chapter IV. These limitations include 1) prohibition of certain conflicting uses on the aggregate site itself, 2) requiring construction of new noise sensitive uses within the "impact area" to demonstrate that they will not conflict with mining operations to extract the aggregate resource, 3) determination at conditional use review of any mining operation application of an appropriate phasing of annual extraction amounts using attainment and maintenance of certain noise, water quality, and dust standards and the findings of a Traffic Management Plan as the basis for the phasing amounts and 4) various other standards.
- b. The three significant streams in the Howard Canyon area which would be affected by the Howard Canyon quarry operation are being designated to be protected from degradation, subject to the conditions set forth above in subsection 1 of section C, Chapter IV. These limitations involve regulating conflicting uses in the riparian zone of the stream in order to maintain and enhance stream and stream bank economic, educational, public safety, recreational, and fish & wildlife habitat values.
- c. In weighing the relative merits of the Howard Canyon quarry aggregate resource and the streams resources, the Program to Achieve the Goal would protect both resources. The potential impacts to streams from the quarry site would be eliminated by the protection measures, which include 1) verification that DEQ standards relating to water quality which protect the health, safety and welfare of Oregonians are met for mine runoff into the streams, and 2) prohibition of holding pond construction (holding ponds are used to reduce pollutants from mine runoff to acceptable levels) within the riparian zone of either Knieriem or Howard Canyon Creeks.

BUDGET MODIFICATION NO.

DES-11

(For Clerk's Use) Meeting Date JUN 20 1996Agenda No. R-6

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

06/20/96

(Date)

DEPARTMENT Environmental ServicesDIVISION Transportation & Land Use PlanningCONTACT Kathy BusseTELEPHONE x3043

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

Kathy Busse

SUGGESTED

AGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget Modification to move funds from Professional Services to Permanent Personal Services and Capital Outlay.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes

accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☐ Personnel changes are shown in detail on the attached sheet

This budget modification moves \$1,100 from Professional Services to Personal Services to repay an employee for a missed step increase in FY 95-96. It also moves \$7,000 to Capital Outlay to purchase two network printers and a secured, fireproof map file to protect zoning maps. Financial details are shown on the following page.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

This budget modification is revenue neutral.

BOARD OF
COUNTY COMMISSIONERS
96 JUN - 6 PM 3:15
MULTNOMAH COUNTY
OREGON

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

General Fund Contingency before this modification (as of _____) \$ _____

Date

After this modification \$ _____

Originated By

Kathy Busse

Date

05/22/96

Department Director

Don E. Nicholas

Date

6/15/96

Plan/Budget Analyst

Date

4/6/96

Employee Services

Date

Board Approval

Date

6/20/96

DEBORAH C. BOUSTRO

PERSONNEL DETAIL FOR BUDGET MODIFICATION NO.

DES 11

5. ANNUALIZED PERSONNEL CHANGES

(Compute on a full-year basis even though this action affects only a part of the fiscal year (FY).)

FTE Increase (Decrease)	POSITION TITLE	ANNUALIZED			
		BASE PAY Increase (Decrease)	Increase/(Decrease)		TOTAL Increase (Decrease)
			Fringe	Ins.	
0	Senior Planner	1,100			1,100
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
0	TOTAL CHANGE (ANNUALIZED)	1,100	0	0	1,100

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES

(Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this BudMod.)

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	CURRENT FY			
		BASE PAY Increase (Decrease)	Increase/(Decrease)		TOTAL Increase (Decrease)
			Fringe	Ins.	
0	Increase base pay of Senior Planner to reflect missed step increase. (a technical amendment has been completed to adjust 1996-97 budget)	1,350	46	236	1,632
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
TOTAL CURRENT FISCAL YEAR CHANGES		1,350	46	236	1,632

BUDGET MODIFICATION NO DES-11

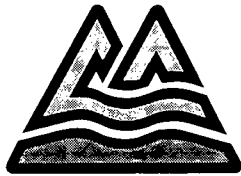
Expenditure

Transaction EB[] TRANSACTION DATE: _____ ACCOUNTING PERIOD: _____ BUDGET FY: _____ 96

Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
100	030	5200			6110	175,200	167,100	(8,100)		Contractual Services
100	030	5200			5100	405,964	407,064	1,100		Permanent
100	030	5200			8400	17,200	24,200	7,000		Equipment
									o Total Expenditure Change	

Revenue
Transaction RB[] TRANSACTION DAT ACCOUNTING PERIOD: BUDGET FY:

Fund	Agency	Organization	Activity	Reporting Category	Revenue Code	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
									0	Total Revenue Change



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION & LAND USE PLANNING DIVISION
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

STAFF REPORT SUPPLEMENTAL

TO: Board of County Commissioner
FROM: Kathy Busse, Planning Director
DATE: May 22, 1996
SUBJECT: Budget Modification for FY 95-96 Budget

I. Recommendation / Action Requested

Request budget modification and transfer of funds within Land Use Planning Section budget to correct omission of step increase for a staff position; and to purchase replacement printer that will be compatible with the new LAN system and to purchase a secure map case to protect zoning maps from damage.

II. Background / Analysis

There was a missed step increase in 1995 for an employee; transfer of \$1,100 from Materials and Services to Personnel Services corrects the error in the 1995-96 budget. The additional \$7,000 transfer from Materials and Services to Capital Outlay will be used to purchase two printers that are compatible with the new IBM system and a map file to protect our new zoning maps.

III. Financial Impact

The overall impact to the FY 96-97 Budget is neutral. The step increase will be reflected in future budget as a slightly higher personnel services cost.

IV. Legal Issues N.A.

V. Controversial Issues N.A.

VI. Link to Current County Policy N.A.

VII. Citizen Participation N.A.

VIII. Other Government Participation N.A.



BUDGET MODIFICATION NO.

DES 12

(For Clerk's Use) Meeting Date JUN 20 1996
Agenda No. R-7

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

06/20/96

(Date)

DEPARTMENT Environmental Services

DIVISION Director's Office

CONTACT Lance Duncan

TELEPHONE x3278

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

SUGGESTED

AGENDA TITLE (to assist in preparing a description for the printed agenda)

Reconciles 1995-96 Budget to Projected Expenditures

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes

accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☐ Personnel changes are shown in detail on the attached sheet

This is a reconciling budget modification to adjust budget to actual expenditures for 1995-96.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

None

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
95 JUN - 6 PM 3:15

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

General: _____ Fund Contingency before this modification (as of _____) \$ _____

Date

After this modification \$ _____

Originated By

Lance Duncan

Date

04-Jun-96

Department Director

Lance E. Nicholas

Date

6/14/96

Plan/Budget Analyst

Dei Frederick

Date

6-6-96

Employee Services

Date

Board Approval

W. BORAH BOASTO

Date

6/20/96

BUDGET MODIFICATION NO DES 12

Expenditure
 Transaction EB[] TRANSACTION DATE: _____ ACCOUNTING PERIOD: _____ BUDGET FY: 96

Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
100	030	5010			5100	218,606	237,296	18,690		Permanent
100	030	5010			6110	124,000	90,477	(33,523)		Contractual Services
100	030	5010			7150	6,100	9,714	3,614		Telephone
100	030	5010			7400	22,100	26,569	4,469		Building Management
100	030	5010			8400	104,874	111,624	6,750		Equipment
									0	Total Expenditure Change

Revenue
 Transaction RB[] TRANSACTION DATE: _____ ACCOUNTING PERIOD: _____ BUDGET FY: _____

Fund	Agency	Organization	Activity	Reporting Category	Revenue Code	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
									0	Total Revenue Change



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
2115 S.E. MORRISON
PORTLAND, OREGON 97214
(503) 248-5000

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

Staff Report Supplement

To: Board of County Commissioners
From: Lance Duncan
Date: June 4, 1996
Subject: Budget Modification DES-12 for FY 1995-96 Budget

I. Recommendation/Action Requested

The Department of Environmental Services recommends approval of this budget modification to adjust the budget for the Director's Office to reconcile with projected year-end expenditures in this fiscal year.

II. Background/Analysis

A prior budget modification moved \$113,000 from materials and services in the DES General Fund budget to the Department of Support Services. Actual personal services expenditures were higher than anticipated due to vacation payoffs for those employees who resigned and retired. This budget modification reallocates the current budget to match the actual expenditures at the end of the current fiscal year. There are no ongoing, future year costs associated with this budget modification, and no request is being made for additional General Fund support.

III. Financial Impact

This budget modification has no net financial impact. It moves \$33,523 from professional services into personal services, building management, telephone, and equipment.

IV. Legal Issues

We are required by law to operate within budget. This budget modification adjusts the budget of Elections to meet this requirement.

V. Controversial Issues

None.

VI. Link to Current County Policy

It is County Policy to operate within budgetary guidelines.

VII Citizen Participation

None anticipated.

VIII Other Government Participation.

None.

BUDGET MODIFICATION NO.**DA #08**(For Clerk's Use) Meeting Date **JUN 20 1996**Agenda No. **R-8****1. REQUEST FOR PLACEMENT ON THE AGENDA FOR**June 20, 1996

(Date)

DEPARTMENT District AttorneyDIVISION Support EnforcementCONTACT Lisa MooreTELEPHONE 248-3133

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD _____

SUGGESTED**AGENDA TITLE** (to assist in preparing a description for the printed agenda)

Intra-agency funds transfers from salary savings created through attrition to buy computers and equipment to enable staff to process cases faster and more efficiently in the Support Enforcement Division and DA trial units.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes

accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☐ Personnel changes are shown in detail on the attached sheet

SED intra-agency funds transfer to purchase new computers for staff from salary savings created through attrition in the Data Analyst position, and General Fund transfer from salary savings created through attrition in deputy DA positions to cover equipment purchases.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

None

BOARD OF
COUNTY COMMISSIONERS
96 JUN 12 PM 3:01
MULTNOMAH COUNTY
OREGON

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of _____)

Date

After this modification

\$ _____

\$ _____

Originated By:

Lisa Moore

Date

06/12/96

Department Director

Kelly Bacon

Date

06/12/96

Plan/Budget Analyst

Date

6/12/96

Employee Services

Date

Board Approval

Date

6/20/96

EXPENDITURE
TRANSACTION

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	023	2432		240B	5100			(\$8,324)		Permanent
		156	023	2432		240B	5500			(\$1,463)		Salary Related
		156	023	2432		240B	5550			(\$27)		Insurance Benefits
											(\$9,814)	sub-total
		100	023	2451			5100			(\$36,372)		
		100	023	2451			5500			(\$6,391)		
		100	023	2451			5550			(\$120)		
											(\$42,883)	sub-total
		400	050	7531			6580			(\$7,854)		Insurance fund transfer
		156	023	2432			8400			\$9,814	\$9,814	Capital equipment transfer - SED
		100	023	2411			8400			\$42,883	\$42,883	Capital equipment transfer - General Fund

TOTAL EXPENDITURE CHANGE

(\$7,854) \$0

REVENUE
TRANSACTION

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Revenue/ Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		100	050	7040			6602			(\$7,854)		Reduction to the Insurance fund.

TOTAL REVENUE CHANGE

(\$7,854) \$0

Office Memorandum

MICHAEL D. SCHRUNK, District Attorney

TO: Board of County Commissioners

FROM: Michael D. Schrunk

DATE: June 12, 1996

REQUESTED PLACEMENT DATE: June 20, 1996

RE: DA Budget Modification #DA08 transferring funds from salary savings created through attrition to capital equipment to purchase computer equipment.

I. Recommendation/Action Requested:
Approval of this budget modification.

II. Background/Analysis:
During the 95/96 fiscal year staffing changes due to attrition in deputy DA and data analyst positions in the District Attorney's office have created substantial salary savings. A portion of these savings will be transferred to fund computer and equipment upgrades in the Support Enforcement Division and DA trial units to allow faster, more efficient case management.

III. Financial Impact:
None

IV. Legal Issues:
None

V. Controversial Issues:
None

VI. Link to Current County Policies:
None

VIII. Other Government Participation:
None

BUDGET MODIFICATION NO.

DSS 5

(For Clerk's Use) Meeting Date

JUN 20 1996

20

Agenda No.

R-9

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

June 13, 1996

(Date)

DEPARTMENT

DES DSS

DIVISION

ISD

CONTACT

Jim Munz

TELEPHONE

248-3749

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

Jim Munz

SUGGESTED

AGENDA TITLE

(to assist in preparing a description for the printed agenda)

Budget Modification transferring \$22,469 from DP Fund Materials and Services to DP Fund Equipment.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes

accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

Personnel changes are shown in detail on the attached sheet

This budget modification will transfer funds available in ISD's budget from materials and services to equipment. This will allow us to meet current fiscal year obligations. These funds will cover the cost of special purpose pc's for data modeling.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

BOARD OF
COUNTY COMMISSIONERS
JUN - 6 PM 3:15
MULTNOMAH COUNTY
OREGON

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of

Date

After this modification

\$

\$

Originated By

Date

Plan/Budget Analyst

Date

Board Approval

Date

Department Director

Date

Employee Services

Date

DSS 157

TRANSACTION EB GM []

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY

				TOTAL EXPENDITURE CHANGE
--	--	--	--	--------------------------

TRANSACTION EB GM []

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY

TOTAL REVENUE CHANGE



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SUPPORT SERVICES
INFORMATION SERVICES DIVISION
4747 EAST BURNSIDE
PORTLAND, OREGON 97215
(503) 248-3749

BEVERLY STEIN
COUNTY CHAIR

TO: Board of County Commissioners

FROM: Jim Munz

DATE: May 29, 1996

REQUESTED PLACEMENT DATE: June ²⁰/₁₈, 1996

SUBJECT: Budget Modification transferring \$22,469 within ISD's Budget

- I. Recommendation/Action Requested: Approval of the transfer of \$22,469 within the Information Services Division budget from Materials and Services to Equipment.
- II. Background/Analysis: Additional funds are needed in Equipment to cover the cost of special purpose pc's for data modeling.
- III. Financial Impact: Funds are available in ISD's materials and services budget to cover the additional Equipment expenditure.
- IV. Legal Issues: N/A
- V. Controversial Issues: N/A
- VI. Link to Current County Policies: N/A
- VII. Citizen Participation: N/A
- VIII. Other Government Participation: N/A

BUDGET MODIFICATION NO.

DSS 6

(For Clerk's Use) Meeting Date JUN 20 1996

Agenda No. R-10

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

June 13, 1996

(Date)

DEPARTMENT DES DSS

DIVISION ISD

CONTACT Jim Munz

TELEPHONE 248-3749

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

Jim Munz

SUGGESTED

AGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget Modification increasing the Telephone Fund Materials and Services Budget
in the amount of \$415,876 by recognizing additional Revenue.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes

accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

Personnel changes are shown in detail on the attached sheet

This budget modification recognizes \$415,876 additional revenue in the Telephone Fund budget and increases the materials and services budget by the same amount. This will allow the Telephone Fund to cover the cost of higher than expected Lan installations, rewiring the Central Library and unanticipated moves and changes requested by users.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

This budget modification recognizes \$415,876 additional Telephone Fund revenue.

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
JUN - 6 PM 3:15

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of

Date

After this modification

\$

\$

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SUPPORT SERVICES
INFORMATION SERVICES DIVISION
4747 EAST BURNSIDE
PORTLAND, OREGON 97215
(503) 248-3749

BEVERLY STEIN
COUNTY CHAIR

TO: Board of County Commissioners

FROM: Jim Munz

DATE: May 29, 1996

REQUESTED PLACEMENT DATE: June ²⁹/₁₃, 1996

SUBJECT: Budget Modification increasing the Telephone Fund Materials and Services
Budget in the amount of \$415,876 by recognizing additional Revenue.

- I. Recommendation/Action Requested: Approval of this Budget Modification that will increase the Telephone fund materials and services budget in the amount of \$415,876 by recognizing additional revenue.
- II. Background/Analysis: Additional funds are needed to cover the cost of higher than expected LAN installations, rewiring the Central Library and unanticipated moves and changes requested by users.
- III. Financial Impact: Additional revenue is available in the Telephone Fund to cover the increase in the materials and services budget.
- IV. Legal Issues: N/A
- V. Controversial Issues: N/A
- VI. Link to Current County Policies: N/A
- VII. Citizen Participation: N/A
- VIII. Other Government Participation: N/A

BUDGET MODIFICATION NO.

DSS 7

(For Clerk's Use) Meeting Date JUN 20 1996

Agenda No. R-11

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

(Date)

DEPARTMENT DSSDIVISION FinanceCONTACT Dave BoyerTELEPHO 248-3903

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

Dave Boyer / Keri HardwickSUGGESTEDAGENDA TITLE

(to assist in preparing a description for the printed agenda)

Budget Modification DES . Budget modification transferring \$100,951 from
Capital Lease Service Reimbursement to equipment in General Fund and \$52,000 in A&T Fund

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes

accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

 Personnel changes are shown in detail on the attached sheet

This Bud Mod is to cover expenditures for purchasing computers equipment for
Assessment and Taxation. When the budget was prepared it was anticipated that all of the
equipment would be purchased with COP's. To lower the financial costs, Finance recommended A&T
to reallocate the service reimbursement to equipment and just Finance the difference.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

None

4. CONTINGENCY STATUS

(to be completed by Budget & Quality)

Fund Contingency before this modification

Date

After this modification

Originated By

Date

Dave Boyer

6/3/96

Department Director

Date

B. D. Fawcett

6-6-96

Plan/Budget Analyst

Date

Keri Hardwick

6/6/96

Employee Services

Date

Board Approval

Date

W. BORDEN L. Boaster

6/20/96

BOARD OF
COUNTY COMMISSIONERS
JUN - 6 PM 3:15
MULTNOMAH COUNTY
OREGON

EXPENDITURE												
TRANSACTION EB GM []			TRANSACTION DATE				ACCOUNTING PERIOD				BUDGET FY	
Document				Organi-		Reporting		Current	Revised	Change		
Number	Action	Fund	Agency	zation	Activity	Category	Object	Amount	Amount	Increase	Subtotal	Description
		100	030	7575			7550	100,951	0	#####	(100951)	
		100	030	7575			8400	4,449	105,400	100,951		
								0				
		175	030	7570			7550	52,700	0	(52,700)		
		175	030	7570			8400		52,700	52,700		
								0				
		225	050	9180			7820		0	(153651)		
		225	050	9180					0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
TOTAL EXPENDITURE CHANGE										0	0	
REVENUE												
TRANSACTION RB GM []			TRANSACTION DATE				ACCOUNTING PERIOD				BUDGET FY	
Document				Organi-		Reporting		Current	Revised	Change		
Number	Action	Fund	Agency	zation	Activity	Category	Object	Amount	Amount	Increase	Subtotal	Description
		225	050	9180			11009	52,700	0	(52,700)		
		225	050	9180			16600		0	(100951)		
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
TOTAL REVENUE CHANGE											0	
										(153651)		



MULTNOMAH COUNTY, OREGON

COUNTY COMMISSIONERS

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

DIRECTORS OFFICE
ACCOUNTS PAYABLE
GENERAL LEDGER
PAYROLL
TREASURY
LAN ADMINISTRATION

FINANCE DIVISION


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

CENTRAL STORES
CONTRACTS
PURCHASING

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

MEMORANDUM

TO: Board of County Commissioners

FROM: Dave Boyer, Finance Director 

DATE: June 4, 1996

SUBJECT: Budget Modification for A & T Computer Equipment

I. Recommendation / Action:

Approve budget amendment transferring \$100,951 from service reimbursements to equipment in the General Fund and \$52,700 from service reimbursements to equipment in the Assessment & Taxation Fund.

II. Background / Analysis:

During the preparation of the 1995-96 budget, Assessment and Taxation budgeted \$100,951 in General Fund service reimbursements and \$52,700 in A & T Fund service reimbursements to pay for interest and principal for Assessment and Taxation Computer technology equipment. Finance planned on issuing Certificates of Participation to acquire the various pieces of equipment, that was budgeted in several departments, earlier in the year. Not all of the equipment had been purchased or commitments made until late in the fiscal year and the COP's were not issued until June, 1996. Because of the delay in issuing the COP's the principal and interest payments were not needed this fiscal year. Finance recommended that these amounts be used to purchase some of the computer equipment that was planned to be financed and reduce the size of the COP issue.

III. Financial Impact:

No overall change to Assessment and Taxation's budget. By not issuing COP's to purchase this portion of the equipment the County will save about \$9,000 in interest payments over the planned term of the financing.

IV. Legal Issues:

None that I am aware of

V. Controversial Issues:

None that I am aware of

VI. Link to Current County Policy:

Linked to County's Emergency Management Program

VII. Citizen Participation:

None

VIII. Other Government Participation:

None

BUDGET MODIFICATION NO.

DSS 8

(For Clerk's Use) Meeting Date JUN 20 1996
Agenda No. R-12

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

(Date)

DEPARTMENT DSS
CONTACT Dave Boyer
* NAME(S) OF PERSON MAKING PRESENTATION TO BOARDDIVISION Finance
TELEPHO 248-3903
Dave Boyer / Keri Hardwick

SUGGESTED

AGENDA TITLE

(to assist in preparing a description for the printed agenda)

Budget Modification DSS 8 . Budget modification transferring \$30,000 from supplies to equipment.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

 Personnel changes are shown in detail on the attached sheet

This Bud Mod is to cover expenditures for purchasing personal computers in Finance.
When the Budgets were prepared it was estimated that the cost for each computer would be under \$2,000 (capitalization limit) and the PC's were budgeted as supplies.
The actual cost of the computers was over \$2,000 and needs to be charged to equipment.

3. REVENUE IMPACT (Explain revenues being changed and reason for the change)

None

BOARD OF
COUNTY COMMISSIONERS
96 JUN - 6 PM 3:15
MULTNOMAH COUNTY
OREGON

4. CONTINGENCY STATUS (to be completed by Budget & Quality)

Fund Contingency before this modification

Date

After this modification

Originated By Dave Boyer	Date 6/5/96	Department Director <i>B. D. Fawcett</i>	Date 6-6-96
Plan/Budget Analyst <i>Keri Hardwick</i>	Date 6/6/96	Employee Services	Date
Board Approval <i>Wendy L. Bozinger</i>	Date 6/20/96		



MULTNOMAH COUNTY, OREGON

COUNTY COMMISSIONERS

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

DIRECTORS OFFICE
ACCOUNTS PAYABLE
GENERAL LEDGER
PAYROLL
TREASURY
LAN ADMINISTRATION

FINANCE DIVISION

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

CENTRAL STORES
CONTRACTS
PURCHASING

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

MEMORANDUM

TO: Board of County Commissioners

FROM: Dave Boyer, Finance Director *DB*

DATE: June 5, 1996

SUBJECT: DSS, Finance Division Budget *modification DSS-8* Amendment for Personal Computers

I. Recommendation / Action:

Approve budget *modification* amendment Finance Division, General Fund, transferring \$30,000 from supplies to equipment.

II. Background / Analysis:

During the preparation of the 1995-96 budget, Finance budgeted for 13 personal computers in supplies. The items were budgeted in supplies because it was estimated that the cost for each computer would be less than \$2,000 (the capitalization limit for equipment). The actual cost for the computers was slightly over \$2,300 each. As a result, the computers were charged to equipment and not supplies.

III. Financial Impact:

No overall change to the Finance.

IV. Legal Issues:

None that I am aware of

V. Controversial Issues:

None that I am aware of

VI. Link to Current County Policy:

Computers meet S.P.I.T. standards.

VII. Citizen Participation:

None

VIII. Other Government Participation:

None

BUDGET MODIFICATION NO.

Nond 16

(For Clerk's Use) Meeting Date JUN 20 1996Agenda No. R-13

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

(Date)

DEPARTMENT

NondepartmentalDIVISION County Counsel

CONTACT

Rita Magionis

TELEPHONE

3138

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

Sandy DuffySUGGESTEDAGENDA TITLE

(to assist in preparing a description for the printed agenda)

Budget modification to purchase a laptop computer and accessories for Insurance Fund lawyers,
expending unused Materials & Services appropriations.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

Personnel changes are shown in detail on the attached sheet

This budget modification will increase County Counsel budget by \$6,150 to cover the cost of a laptop computer for Insurance Fund lawyers. The Claims Paid Materials & Services object code has unspent appropriations sufficient to cover this expense.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

None

BOARD OF
 COUNTY COMMISSIONERS
 MULTNOMAH COUNTY
 OREGON
 JUN 13 PM 2:56

4. CONTINGENCY STATUS

(to be completed by Budget & Quality)

Fund Contingency before this modification

Date

After this modification

Originated By

Date

6/13/96

Department Director

Date

Plan/Budget Analyst

Date

6/13/96

Employee Services

Date

Board Approval

Date

6/20/96

EXPENDITURE												
TRANSACTION EB GM []		TRANSACTION DATE						ACCOUNTING PERIOD			BUDGET FY	
Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
									0			
		400	050	7530			6580		(6,150)	(6,150)		reduce Claims Paid
									0			
		400	050	7530			8400		6,150	6,150		increase Equipment
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
TOTAL EXPENDITURE CHANGE										0	0	
REVENUE												
TRANSACTION RB GM []		TRANSACTION DATE						ACCOUNTING PERIOD			BUDGET FY	
Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
TOTAL REVENUE CHANGE										0	0	

To: Board of County Commissioners

From: Larry Kressel
County Counsel

Date: June 13, 1996

Requested Placement Date: June 20, 1996

Re: Budget Modification

1. Recommendation/Action Requested:

The Office of County Counsel requests a budget modification to purchase a laptop computer and accessories for the litigation lawyers in cases. This purchase will be used generally for insurance fund cases.

2. Background/Analysis:

The modification is necessary because County Counsel does not have the funds in its budget to pay for this purchase. Risk Management originally authorized the purchase from its unexpended funds. Risk Management does not have the anticipated unexpended funds but has identified other unexpended funds in Department of Support Services which could be used to pay for this purchase. This budget modification affects the 1995-96 fiscal year.

3. Financial Impact:

The modification has a financial impact of \$6150 overall. It will come from Department of Support Services budgeted, but unexpended, funds.

4. Legal Issues:

None.

5. Controversial Issues:

None.

6. Link to Current County Policies:

SPIT Committee benchmarks provide a progressive phase-in of information technology services that are in line with industry standards. Virtually all law firms have portable lap top computers for document control and in-trial use.

7. Citizen Participation:

None.

8. Other Government Participation:

None.

BUDGET MODIFICATION NO.

NOND 17

(For Clerk's Use) Meeting Date JUN 20 1996

Agenda No. R-14

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR 6/20/96

(Date)

DEPARTMENT Nondepartmental

DIVISION Office of the Board Clerk

CONTACT Delma Farrell

TELEPHONE 248-3953

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Delma Farrell

SUGGESTED

AGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget Modification transferring \$6,000 in personnel salary savings within the Office of the Board Clerk's office to line item 8400 (Capital Equipment) to purchase computers for the Customer Service Center.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

[] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This budget modification transfers salary savings (5100) to capital equipment (8400) to purchase computers for the County's Customer Service Center. The County's current 248-3511 operators do not have computers and none were scheduled for purchase during FY 96/97. Computers will be necessary for the enhanced Customer Service Center to allow access to and the ability to create and maintain various on-line data systems.

BOARD OF
 COUNTY COMMISSIONERS
 MULTNOMAH COUNTY
 OREGON
 96 JUN 10 PM 3:35

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

Contingency before this modification (as of _____) \$ _____
 (Specify Fund) (Date)

After this modification

\$ _____

Originated By <i>Delma Farrell</i>	Date <i>6/20/96</i>	Department Manager <i>Reverly Stein</i>	Date <i>6/20/96</i>
Budget Analyst <i>Ching Hui</i>	Date <i>6-6-96</i>	Personnel Analyst	Date
Board Approval <i>Rosemarie Bogstad</i>		Date <i>6/20/96</i>	



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS

BEVERLY STEIN

DAN SALTZMAN

GARY HANSEN

TANYA COLLIER

SHARRON KELLEY

BUDGET & QUALITY

PORTLAND BUILDING

1120 S.W. FIFTH - ROOM 1400

P. O. BOX 14700

PORTLAND, OR 97214

PHONE (503)248-3883

TO: Board of County Commissioners

FROM: Ching Hay, Budget Analyst *CH*

DATE: June 10, 1996

REQUESTED PLACEMENT DATE: June 20, 1996

SUBJECT: Budget Modification Nond #17

I. Recommendation/Action Requested:

Approval of budget modification Nond #17.

II. Background/Analysis:

Budget modification moves \$6,000 from Personal Services to Capital Outlay to purchase computers for the customer service center within the Board Clerk's office.

III. Financial Impact:

No impact

IV. Legal Issues:

Budget law requires that budget modifications be done to move funds from one category to another. In this case, we are moving funds from Personal Services to Capital Outlay.

V. Controversial Issues:

NA

VI. Link to Current County Policies:

NA

VII. Citizen Participation:

NA

VIII. Other Government Participation:

NA

BUDGET MODIFICATION NO. NOND#18(For Clerk's Use) Meeting Date June 20, 1996Agenda No. R-15**1. REQUEST FOR PLACEMENT ON THE AGENDA FOR**6/20/96

(Date)

DEPARTMENT Non-DepartmentalDIVISION MCCFCONTACT Carol WireTELEPHON 248-3899

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

Carol Wire**SUGGESTED****AGENDA TITLE** (to assist in preparing a description for the printed agenda)**Budget Modification Non-Departmental #18 re-programs \$43,413 from
Personal Services into Materials & Services and Capital.**

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

This budget modification reduces the personnel budget by \$43,413, reflecting partial-year vacancies in several positions. It transfers savings to underbudgeted supplies, travel, professional services and to support the purchase of personal computers that meet the County standard.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

N/A

BOARD OF
COUNTY COMMISSIONERS
96 JUN 12 PM 4:29
MULTNOMAH COUNTY
OREGON

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

N/A Fund Contingency before this modification (as of _____) \$ _____

Date

After this modification \$ _____

Originated By

Date

/s/ Carol Wire

June 12, 1996

Department Director

Bill Fawcett

Date 6-12-96

Plan/Budget Analyst

Date

Christine Tulea 6/11/96

Employee Services

Date

Board Approval

Date

Dorothy C. Baister 6/20/96

[illegible]

PERSONNEL DETAIL FOR BUDGET MODIFICATION NO.

NOND#18

5. ANNUALIZED PERSONNEL CHANGES (Compute on a full-year basis even though this action affects only a part of the fiscal year (FY).)

FTE Increase (Decrease)	POSITION TITLE	ANNUALIZED			
		BASE PAY Increase (Decrease)	Increase/(Decrease)		TOTAL Increase (Decrease)
			Fringe	Ins.	
	N/A				0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
0	TOTAL CHANGE (ANNUALIZED)	0	0	0	0

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this BudMod.)

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	CURRENT FY			
		BASE PAY Increase (Decrease)	Increase/(Decrease)		TOTAL Increase (Decrease)
			Fringe	Ins.	
	N/A				0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
TOTAL CURRENT FISCAL YEAR CHANGES		0	0	0	0



MULTNOMAH COUNTY, OREGON

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

MULTNOMAH COMMISSION ON CHILDREN & FAMILIES
COMMONWEALTH BUILDING
421 S.W. SIXTH AVENUE, SUITE 400
PORTLAND, OR 97214
PHONE (503) 248-3899
FAX (503) 248-5538

TO: Board of County Commissioners

FROM: Carol Wire, Director

DATE: June 10, 1996

RE: Approval of budget modification NOND #18, to reprogram \$43,413 from personal services to materials & services and equipment

- I. **Recommendation/Action Requested:** The Multnomah Commission on Children & Families requests approval of budget modification NOND # 18 to reprogram \$43,413 from personal services to materials & services and equipment.
- II. **Background/Analysis:** This budget modification reduces the personnel budget by \$43,413, reflecting delays in hiring the School Liaison and PPGY Coordinator positions, as well as a Staff Assistant position that was vacant after the appointment of a new director. The savings are transferred to supplies, travel and professional services, which were underbudgeted, and to support the purchase of personal computers that meet the County standard.
- III. **Financial Impact:** This action has no financial impact. Budget is transferred from one expenditure category to another.
- IV. **Legal Issues:** N/A
- V. **Controversial Issues:** N/A
- VI. **Link to Current County Policies:** The purchase of computers will enable the Commission to operate at the levels targeted in the County software and hardware standards.
- VII. **Citizen Participation:** The Commission is a citizen-based organization.
- VIII. **Other Government Participation:** N/A

MEETING DATE: JUN 20 1996

AGENDA #: R-16 thru R-23

ESTIMATED START TIME: 10:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Contingency Reserve Appropriations/Supplemental Budget Approval

REGULAR MEETING:

DATE REQUESTED: June 20, 1996

AMOUNT OF TIME NEEDED: 15 minutes

DEPARTMENT: Support Services

DIVISION: Budget & Quality

CONTACT: Barry Crook

TELEPHONE #: x-3575

BLDG/ROOM #: 106/1400

PERSON(S) MAKING PRESENTATION: Barry Crook/Dave Warren

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

SUGGESTED AGENDA TITLE:

General Fund Contingency Reserve appropriations (total \$399,930) and Supplemental Budget approval (total \$1,014,938) and the budget modifications associated with them.

Contingency Reserve appropriations in the total amount of \$399,930: (1) budget modification ASD #9604 in the amount of \$82,000 in order to backfill Federal cuts in the Nutrition services program (meals); (2) budget modification MCSO #14 in the amount of \$180,000 to cover projected deficits in Facilities overtime and to make up for a shortfall in concealed weapons permit revenues; (3) budget modification DCC #7 in the amount of \$57,720 to fund the cost of arming specific units of probation/parole officers and to fund the cost of a facilitator for the Peninsula Parole and Probation Office; and (4) budget modification DSS #9 in the amount of \$80,210 to pay the County portion of costs associated with the February floods (those not covered by FEMA allocations).

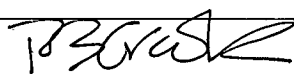
Supplemental Budget approvals in the total amount of \$1,014,938: (1) recognize \$104,240 in revenues from the Federal Emergency Management Agency (FEMA) to pay for flood-related expenses (DSS #9); (2) recognize \$484,947 in revenues and expenses for the three unplanned elections held this fiscal year (DES #10); (3) recognize \$375,000 in additional Business Income Tax (B.I.T.) revenues so that we may fund additional payments to the East County cities who share in a portion of that revenue source (NonD #16); and (4) recognize \$22,000 in additional Adult Home Care fee/fine revenue and \$28,751 in Title XIX revenue and appropriate them for expenditure (ASD #9606).

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 or 248-5222

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
96 JUN 2 PM 4:38



MULTNOMAH COUNTY, OREGON

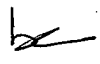
BOARD OF COUNTY COMMISSIONERS

BEVERLY STEIN
DAN SALTZMAN
GARY HANSEN
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SHARRON KELLEY

BUDGET & QUALITY OFFICE

PORTLAND BUILDING
1120 S.W. FIFTH - ROOM 1400
P. O. BOX 14700
PORTLAND, OR 97214
PHONE (503)248-3883

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

FROM: R. Barry Crook, Budget & Quality Manager 

DATE: June 13, 1996

SUBJECT: Contingency Requests/Supplemental Budget On Your June 20th Agenda

On your June 20th Board meeting agenda, I have placed two packages of Budget Modification items for your approval: (1) Contingency funding requests from the departments -- all of these requests meet the criteria for funding as per your financial policy and I recommend that you approve them; and (2) Supplemental Budget items that you will need to approve before we close out the 95-96 fiscal year.

The total package of Contingency requests is for \$ 399,930. After last week's approval of the transfer of \$250,00 from Contingency for the reserve in the Children's Mental Health Capitation Fund, you have a total of \$644,140 remaining in Contingency Reserve. After approval of these requests, the remainder will be \$244,210.

Also on your agenda is a request to approve some budget modifications that have come before you as a Supplemental Budget request. In one case -- the FEMA reimbursements and associated costs for responding to the February flood -- the item is both a Supplemental Budget request and a request for Contingency Reserve funding.

The total of the Contingency Reserve package before you is:

Contingency Reserve Amount remaining as of 6/14/96		\$644,140
Aging Services Department (ASD #9604)	Senior meals program	\$ 82,000
Sheriff's Office (MCSO #14)	Revenue shortfalls, cost overruns	180,000
Community Corrections (DCC #7)	PPO arming	57,720
Support Services (DSS #9)	FEMA/Flood expenses	<u>80,210</u>
	total request	\$ 399,930
Contingency Reserve Amount remaining after this action		\$ 244,210

The total of the Supplemental Budget items before you is:

Support Services (DSS #9)	FEMA/Flood expenses	\$ 104,240
NonDepartmental (NonD #16)	BIT payments to East County cities	375,000
Environmental Services (DES #10)	Elections revenues/expenses	484,947
Aging Services (ASD #9606)	Adult Care & Title XIX funds	<u>50,751</u>
	total	\$ 1,014,938

Let me review them for you in detail, attached you will also find the packets from the departments.

Contingency Reserve Requests

Aging Services Department (ASD #9604)

This is a request for \$82,000 in order to backfill a like amount of federal cuts in the USDA funding (\$55,000 in ongoing funds) and Older Americans Act cutbacks from last year (\$27,000 one-time only) that support senior nutrition programs, specifically the provision of meals by Loaves and Fishes.

I do have some problems with this request in that it comes very late in the fiscal year, even though some understanding of the cuts was apparent earlier in the year, and the \$27,000 should have been well know much earlier in the fiscal year. What this request does is to almost force the Board to approve these items, thereby denying the Board the opportunity to make its own policy decision. I do not believe the Board should be faced with *fait accompli* kinds of decisions such as this.

The Congress, in January by continuing resolution, first indicated its desire to reduce funding for this program by reducing Title III-C nutrition funds by 6%. I believe the department should have come to the Board and had a dialogue about policy direction then. These funds were restored in April by Congressional action. The department indicates it became aware of other funding cuts when reimbursement checks received in January and April were not what was expected.

The Board is now faced with a decision to backfill these cuts or force Loaves and Fishes to absorb the cuts for services already rendered. Because of this, *and the Board's decisions to backfill these funds in next year's budget*, I recommend approval of this item. I do think you should send a signal to the department that you want the opportunity to make these kinds of policy decisions in a timely manner, and not be forced to respond to departmental decisions after the fact.

Multnomah County Sheriff's Office (MCSO #14)

This is a request for \$180,000 in additional funding in order to make sure that the appropriations for the Sheriff's Office are not exceeded by spending in the current fiscal year. The Sheriff has indicated that it is a combination of \$90,000 to make the Special Operations Fund "whole" during the current year. This is necessary in order to offset a projected shortfall in revenue from concealed weapons permit fees. The other \$90,000 is to cover a projected over-expenditures in Facilities overtime.

The cause of the over-expenditures in Facilities is a combination of unexpected costs during the Sheriff's reorganization, which he indicated, when he presented his plan to you, would be accomplished at no net cost. The remainder of the \$90,000 is a result of decisions to operate the MCRC at a full 120-bed capacity and to make it a coed facility. Last year when you adopted the budget, you indicated to the Sheriff that you would fund 1/2 of the anticipated loss of funding needed to continue the operations of the MCRC at 90 beds. You asked the

Sheriff to fund the rest from vacancy savings. During the year, the Sheriff operated the facility at 120 beds and made it into a coed facility.

I recommend you approve these requests in order to avoid the possibility that the Sheriff's Office's expenditures will exceed its appropriations.

Department of Community Corrections (DCC #7)

The Board passed a resolution (Res. 95-44) on March 9, 1995 directing the Department to arm specific units of Parole/Probation Officers. The department is requesting \$54,720 to reimburse those portions of the arming effort that could not be absorbed within the department's existing appropriations. There remains the possibility the department will return next year for additional contingency funding as they complete the implementation of the arming initiative.

They are also requesting \$3,000 to fund the hiring of Mary C. Forst who performed facilitation work for the department during the meetings with the St. John's Good Neighbor Advisory Board and the Peninsula Parole and Probation Office.

I recommend you approve these requests, totaling \$57,720, although I do believe the facilitation funding could come out of existing appropriations to the department.

Support Services -- FEMA Reimbursements/Flood Expenses (also a Supplemental Budget item) (DSS #9)

As a result of the February flood, the County incurred expenses in the General Fund of \$184,450 for clean up of flood debris, clean up of facilities, traffic control, search and rescue, and water/sanitation verification for public health purposes. FEMA reimburses at 75% of allowable costs (costs not allowed include reimbursements for regular salaries). Those costs not allowed for reimbursement totaled \$45,500. FEMA has been billed for 75% of the allowable costs -- \$104,240 (75% of \$138,950).

The remainder of the expenses cannot be reimbursed by FEMA and will need to be paid for from General Fund sources, and I recommend the use of Contingency Reserve in the amount of \$80,210 for that purpose.

Supplemental Budget Requests

Support Services -- FEMA Reimbursements/Flood Expenses (also a Supplemental Budget item) (DSS #9)

As a result of the February flood, the County incurred expenses in the General Fund of \$184,450 for clean up of flood debris, clean up of facilities, traffic control, search and rescue, and water/sanitation verification for public health purposes. FEMA reimburses at 75% of allowable costs (costs not allowed include reimbursements for regular salaries). Those costs not allowed for reimbursement totaled \$45,500. FEMA has been billed for 75% of the allowable costs -- \$104,240 (75% of \$138,950). Therefore the remainder -- the non-allowed costs of \$45,500 and the 25% of the allowable costs that are the County's responsibility, or \$34,710 -- a total of \$80,210 will come from the Contingency Reserve request above.

By approving this Supplemental Budget amendment we preclude anyone from challenging the legality of the appropriations under Oregon Budget Law.

Department of Environmental Services (DES #10)

This is a Supplemental Budget modification that will recognize both the increases in expenses and in the revenues associated with the increased number of elections during the fiscal year.

There were three unplanned elections during the fiscal year, plus additional equipment expenditures in order to process mail-in ballots.

The total of the budget modifications is \$484,947 with additional revenues completely offsetting the additional expenses. There is no impact on the General Fund Contingency Reserve or on the Ending Working Capital amount.

By approving this Supplemental Budget amendment we conform to Oregon Budget Law as we adjust the authorized appropriations and permit expenditures to occur accordingly.

NonDepartmental (NonD #16)

As we have discussed with you before, we have been revising our estimates on how much we expect to receive in Business Income Tax revenue. Since one-quarter of 0.6% of the total B.I.T. rate (1.46%) is shared with the East County cities (Fairview, Troutdale, Gresham and Wood Village), we need to increase the appropriations for that pass-through line item in order to make those payments without violating the technical portions of the Oregon Budget Law.

This action recognizes the increase in B.I.T. revenue so that we can increase the appropriation by the amount of the pass-through payments we anticipate making to the East County cities -- an additional \$375,000. We considered avoiding a Supplemental Budget action by using available Contingency Reserve funds to make this payment, however as departmental requests for Contingency became known, we recognized we would not have sufficient Contingency Reserve available to allow you to appropriate Contingency as departments requested *and* use it to increase the payments to the East County cities, hence the need for a Supplemental Budget that recognizes the increased revenue and appropriates it for pass through payments.

Aging Services Department (ASD #9606)

This is a Supplemental Budget modification to recognize increases in Adult Care Home licensing fees (\$15,000) and fines (\$7,000) and appropriates these revenues to the department in support of Adult Care Home program expenses, including the complete revision of the Adult Care Home rules.

It also permits us to increase the match and receive additional Title XIX funding. This action recognizes an additional \$28,751 in Title XIX funds and appropriates them for the same purposes.

These revenues are part of the Carryover amendments you passed in last week's meeting when you approved the FY 1996-97 budget.



R. Barry Crook
Budget & Quality Manager

JUN 20 1996

(For Clerk's Use) Meeting Date _____

Agenda No. R-1001. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____, 1996
(Date)DEPARTMENT: AGING SERVICES DEPARTMENTCONTACT: Kathy GilletteTELEPHONE: 248-3620*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: Jim McConnell/Kathy GilletteSUGGESTED AGENDA TITLE (To assist in preparing a description for the printed agenda)

ASD Budget Modification #ASD-9604 adds \$82,000 in County General Funds for nutrition services. These funds replace Federal Older Americans Act and USDA funds cut by Congress.

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

[N/A] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

ASD Budget Modification #ASD-9604 replaces reduced Federal funds dedicated to nutrition services. These funds are contracted with community providers, primarily Loaves and Fishes, who serve more than 600,000 meals to Multnomah County seniors each year. While Title III-C funds of the Older American's Act have been restored by Congress, USDA funding will be reduced by an anticipated \$82,000.

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

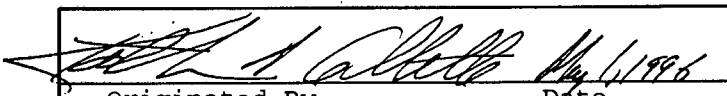
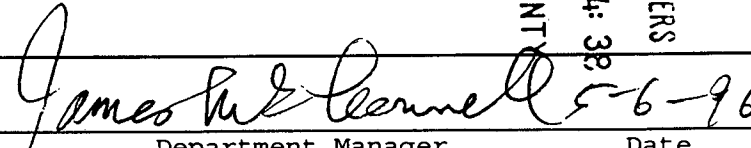

Increase Org 1780, Nutrition Services, by \$82,000 County General Funds
(Indirect was covered in the original budget; funds requested replace shortfall in Federal funds.)

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

(Specify Fund) _____ Contingency before this modification (as of _____)
(Date)

After this modification _____

BOARD OF
COUNTY COMMISSIONERS
JUN 12 PM 4:38
MULTNOMAH COUNTY
OREGON

 Originated By _____ Date <u>6/1/96</u>	 Department Manager _____ Date <u>5-6-96</u>
Finance/Budget _____ Date _____	Employee Relations _____ Date _____
 Board Approval _____ Date <u>6/20/96</u>	

EXPENDITURE**BUDGET MODIFICATION ASD9604****Contingency Request - Nutrition Funding**

TRANSACTION EB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY 1995-96

Document Number	Action	Fund	Agen.	Org.	Activity	Rept Cat.	Object	Current Amount	Revised Amount	Increase (Decrease)	Subtotal	Description
		156	011	1780			6060			82,000	82,000	Pass-through TOTAL, ORG 1780
TOTAL EXPENDITURE CHANGE										82,000		TOTAL EXPENDITURE CHANGE

REVENUE**Contingency Request - Nutrition Funding**

TRANSACTION EB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY 1995-96

Document Number	Action	Fund	Agen.	Org.	Activity	Rept Cat.	Rev. Code	Current Amount	Revised Amount	Increase (Decrease)	Subtotal	Description
		156	011	1780			7601			82,000	82,000	County General Fund TOTAL, ORG 1780
TOTAL REVENUE CHANGE										82,000		TOTAL REVENUE CHANGE

File Name: ASD9604

REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod No. ASD9604. 2. Amount requested from General Fund Contingency: \$82,000.

3. Summary of request:

ASD requests \$82,000 to offset unanticipated revenue cuts from federal USDA funds. These funds were budgeted based on historical experience, which revealed stable funding, with slight increases due to COLAs or population increases. USDA funds have been reduced, both by an on-going decrease of \$55,000, as well as a one-time adjustment of \$27,000 related to funding for the prior year.

4. Has the expenditure, for which this transfer is sought, been included in any budget request during the past five years? No. If so, when? N/A.

If so, what were the circumstances of its denial? N/A

5. Why was this expenditure not included in the annual budget process?

Revenues were included in the ASD budget based on past experience. However, USDA is a reimbursement-based revenue source, with Senior and Disabled Services Division allocating funds based on a complex formula. Thus, ASD does not know how much revenue will be received until a check is actually received. Federal funding shortfalls were not apparent until payments were received in January and April of 1996.

6. What efforts have been made to identify funds from another source within the Department, to cover this expenditure? Why are no other Departmental sources of funds available?

ASD is reviewing all options that may be available to offset this revenue decrease. However, each alternative identified at this time has limitations. Revenue restrictions, primarily at the Federal level, limit the ability to shift funding among services. In addition, any shift in funds would result in other services being reduced; at this time, it appears most contracts will spend out by the end of the fiscal year. Congress may also allow cost-sharing, but no legislation has yet passed to enact this. (Patrons of meal sites are given the opportunity to make voluntary contributions; many do make contributions, which average about \$1 per meal this year.)

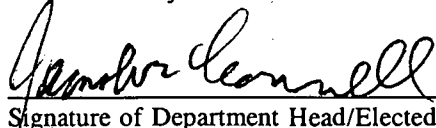
ASD is also concerned that the disruption to meal programs in the immediate future will make it difficult to plan in an orderly fashion how to identify future revenue sources; how to make cuts if that needs to be done; and how to plan with partners such as Loaves and Fishes.

7. Describe any new revenue that this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.

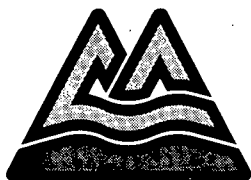
8. This request is for a (Quarterly X, Emergency _____) review.

9. FOR EMERGENCY REQUESTS ONLY: Describe in detail, on an additional sheet, the costs of risks that would be incurred by waiting for the next quarterly review, in justification of the emergency nature of this request.

10. Attach any additional information or comments you feel helpful.


Signature of Department Head/Elected Official

5-6-96
Date



MULTNOMAH COUNTY OREGON

AGING SERVICES DIVISION
AREA AGENCY ON AGING
421 S.W. 5TH, 3RD FLOOR
PORTLAND, OREGON 97204
SENIOR HELPLINE: (503) 248-3646 ADMINISTRATION: 248-3620
TDD: 248-3683 FAX: 248-3656

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

MEMORANDUM

TO: Beverly Stein, County Chair

FROM: Jim McConnell, Director
Aging Services Department

DATE: April 30, 1996

SUBJECT: ASD Budget Modification #ASD-9604: Contingency request for County funds to replace reduced Federal USDA funds, used for Senior nutrition programs

Recommendation: Aging Services Department recommends Board of County Commissioner approval of attached Budget Modification #ASD-9604.

Background/Analysis: Budget Modification #ASD-9604 would add \$82,000 in County General Funds to ASD's budget, in order to replace \$82,000 in federal cuts that ASD will suffer this fiscal year.

(Cuts were made by Congress in January, 1996, when a continuing resolution for Title III-C nutrition funds was passed through September 30, 1996. This resolution, unfortunately, included cuts of approximately 6% for these funds. However, as of April 26th, ASD learned that Congress has restored nutrition funding in Title III-C.)

ASD's funding of meals has remained static over the past five years. ASD has not been able to keep pace with even slight inflationary costs for the more than 600,000 meals served each year. Further, funding constraints are limiting the capacity to meet the growing need for service, based on the population increase among those 60 plus in age and, in particular, the 85 plus age group. This has placed an increasing burden on Loaves and Fishes to raise funds from private sources to subsidize Older Americans Act and USDA funds to maintain the current service level.

The expected funding shortfall will force reductions this year in about 23,000 meals served, meals which maintain nutritional needs of older people. The probable outcome of reductions in a preventive service, such as the nutrition program, is a likely need for more expensive services in the future.

Financial Impact:

County funds of \$82,000 would be added to the ASD budget. This would cover cuts of \$55,000 in ongoing reductions to USDA funds; and a one-time cut of \$27,000 made by SDSD to adjust for prior year reductions.

Legal Issues: None.

Controversial Issues: Policy issues arise from potentially using County funds to replace on-going federal funds that have been reduced. However, ASD believes that the time needed to address this issue at a policy level, as well as identify possible new revenue sources or determine how to phase in cuts are such that significant disruptions could occur to clients and the service system if cuts are taken immediately without replacement funds.

Link to Current County Policies: Funds are used for client-related services and for Action Plan items identified in the current fiscal year budget for ASD.

Citizen Participation: PMCOA and citizen advocates are involved in ASD's budget processes.

Other Government Participation: None.

ASD-9604Z

BUDGET MODIFICATION NO.

mcs014

(For Clerk's Use) Meeting Date **JUN 20 1996**Agenda No. **R-17**

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT Sheriff's Office

DIVISION _____

CONTACT Larry AabTELEPHONE 251-2489

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD _____

SUGGESTEDAGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget modification requesting a transfer of \$180,000 from the general fund contingency to the Sheriff's Office to cover projected overages in Facilities overtime and a shortfall in Concealed Weapons revenue.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes

accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☐ Personnel changes are shown in detail on the attached sheet

This modification will budget an additional \$90,000 in general fund cash transfer to the Sheriff's Special Operations fund to cover a projected shortfall in Concealed Weapons revenue. This money will be used to pay for the expenditures of the unit.

The modification will also transfer \$90,000 from contingency to the Sheriff's Facilities Division budget to cover a projected over-expenditure in Facilities overtime.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Increase cash transfer to the insurance fund \$3,629.

Increase general fund cash transfer to the Special Operations fund \$90,000.

Decrease concealed weapons revenue \$90,000.

BOARD OF
COUNTY COMMISSIONERS
JUN 12 PM 4:30
MILNE/MAH COUNTY
OREGON

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of _____)

Date

\$ _____

After this modification

\$ _____

Originated By _____

Date _____

Department Director

Date

Plan/Budget Analyst _____

Date _____

Employee Services

Date

Board Approval

Date

DEBORAH C. BOGUSTO6/20/96

meso 14

BUDGET FY: _____

Revenue
Transaction RB [] TRANSACTION DATE: _____ ACCOUNTING PERIOD: _____ BUDGET FY: _____

BUDMOD2.WK3

REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod No. MCSO14 2. Amount requested from General Fund Contingency: \$180,000
3. Summary of request:

Funds will be used to make up a shortfall in Concealed Weapons revenue and a over-expenditure in Facilities overtime.

4. Has the expenditure for which this transfer is sought been included in any budget request during the past five years? no
If so, when?
If so, what were the circumstances of its denial?

5. Why was this expenditure not included in the annual budget process?

It was anticipated that concealed weapons revenues would cover the expenditures.

It was anticipated that overtime expenditures would be covered by salary savings, but \$480,000 in projected salary savings was cut from our budget.

6. What efforts have been made to identify funds from another source within the Department to cover this expenditure? Why are no other departmental sources of funds available?

All available departmental funds have been allocated.

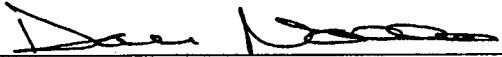
7. Describe any new revenue that this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.

None

8. This request is for a Quarterly , Emergency review.

9. FOR EMERGENCY REQUESTS ONLY: Describe in detail on an additional sheet the costs or risks that would be incurred by waiting for the next quarterly review, in justification of the emergency nature of this request.
-

10. Attach any additional information or comments you feel helpful.



Signature of Department Head/Elected Official

6/10/96

Date

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DAN NOELLE,
Sheriff

TODAY'S DATE: June 7, 1996

REQUESTED PLACEMENT DATE: NEXT AVAILABLE BOARD MEETING

RE: BUDGET MODIFICATION REQUESTING A TRANSFER OF \$180,000 FROM
THE GENERAL FUND CONTINGENCY TO THE SHERIFF'S OFFICE TO
COVER PROJECTED OVERAGES IN FACILITIES OVERTIME AND A
SHORTFALL IN CONCEALED WEAPONS REVENUE

I. Recommendation/Action Requested:

Request approval of budget modification to move \$180,000 from general fund contingency to the Sheriff's Office in order to cover projected overages in Facilities Overtime and a shortfall in concealed weapons revenue.

II. Background/Analysis:

Overtime

Overtime spending has been an issue almost the entire budget year. Sheriff's Office managers have been challenged to control overtime spending and think tank groups are examining organizational and spending patterns in an effort to identify efficiencies and control overtime spending. The Management and Fiscal Services Unit has been communicating with Budget and Quality to keep them updated on spending patterns.

During agency reorganization and transition, the agency incurred unexpected costs in overtime. This was primarily in areas such as court guards and corrections facilities. In addition, a reduction of \$480,000 was made in the beginning of the year in salary savings to cover the cost of keeping MCRC staffed at 120 beds. Despite tight budgeting and year end expenditure freezes, we were unable to completely make up the deficit.

Concealed Weapons

Concealed Weapons is a dedicated revenue. Revenues are derived from the purchase of concealed handgun licenses. These licenses must be renewed every two years. Historical predictions of revenues did not meet projections. This could be interpreted as good news in that more people are perceiving their community as being safer and not obtaining concealed weapons permits.

Our projected revenues in the Concealed Weapons Unit will fall about \$90,000 below our original projections. The unit itself is operating within its approved budget. However, since the unit is a dedicated fund, revenue shortfalls must be made up in the general fund.

III. Financial Impact

If approved, this bud mod will reduce the general fund contingency by \$180,000.

IV. Legal Issues:

None known

V. Controversial Issues

None known

VI. Link to Current County Policies:

N/A

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

County Budget Office



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS**BEVERLY STEIN****DAN SALTZMAN****GARY HANSEN****TANYA COLLIER****SHARRON KELLEY****BUDGET & QUALITY****PORTLAND BUILDING****1120 S.W. FIFTH - ROOM 1400****P. O. BOX 14700****PORTLAND, OR 97214****PHONE (503)248-3883**

TO: Barry Crook

FROM: Karyne Dargan

DATE: June 12, 1996

SUBJECT: Budget Modification MCSO #14

Budget Modification MCSO #14 requests \$180,000 from contingencies to cover projected overages in Facilities Overtime and a shortfall in concealed weapons revenue.

The Sheriff indicates that this request was necessitated by several events:

1. Overexpenditures overtime spending.
2. Unexpected costs in overtime associated with the reorganization.
3. Maintaining MCRC at 120 beds, and as a co-ed facility.
4. Conceal weapons (dedicated) revenues falling below projections.

This request for contingency is one time only, and can not be covered within existing appropriations. The Budget Office has been aware of the overexpenditures in the overtime line item for a number of months. The Sheriff has been making a concerted effort to control this expenditure. It is believed with the implementation of new scheduling software in 1996-97, the Sheriff will have more success in controlling costs in this area.

MCRC expenditures exceeded budget as a result of providing additional beds and operating as a coed facility. This expanded level of service cost more than what was approved in the budget. The Sheriff has not been able to absorb all of these costs for 1995-96. These expenditures are fully incorporated into the levy budget for 1996-97.

Although concealed weapons expenditures are staying within budgeted appropriations, revenues are not being realized as anticipated. As this is a dedicated fund, revenue shortfalls must be made up internally or by a transfer from the General Fund. All other resources have been exhausted.

This request meets the requirements for funding from contingencies.

PLEASE PRINT LEGIBLY!

MEETING DATE 6/20/96

NAME C Allan Christine Hillwer

ADDRESS 7327 N. Kellogg

STREET

PDX OR

CITY

97203

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO. R-18

SUPPORT **OPPOSE** X

SUBMIT TO BOARD CLERK

BUDGET AMENDMENT NO. DCC #7Date Proposed JUN 20 1996

R-18

Date Approved 6/20/96

Proposed By

Tamara Holden - DirectorDept 21Fund 156 Budget Pages 156**Description of Amendment**

Request from contingencies to reimburse the department for equipment and training costs associated with implementing the arming plan and facillitation/mediation services for the St. John's Good Neighbor Advisory Board

Personnel Changes

Job Title	FTE	Base	Fringe	Insurance	Total

Revenue Impact

Fund	Agency	Organi- zation	Object/ Revenue	Increase (Decrease)	Notes
156	021	2170	6230	46,860	increase supplies
156	021	2170	6310	4,490	increase education & training
156	021	2841	6110	3,000	increase professional svcs
100	075	9120	7700	(57,720)	decrease contingency
100	075	9120	7700	3,370	increase indirect
100	021	9995	7608	57,720	increase GF cash transfer to 156
100	075	7410	6602	3,370	indirect

Effect on General Fund Contingency (\$57,720)



**MULTNOMAH COUNTY DEPARTMENT OF
COMMUNITY CORRECTIONS**

TO: *Board of County Commissioners*

FROM: *Patrick Brun* 

DATE: *June 3, 1996*

REQUESTED PLACEMENT DATE:

SUBJECT: *Budget Modification - DCC 7*

I. Recommendation/Action Requested

Request for contingency funds to reimburse the Department of Community Corrections for costs associated with arming Probation/Parole Officers and for a facilitator to work with the St. Johns Good Neighbor Advisory Board.

II. Background/Analysis

The BCC previously approved for the Department of Community Corrections (DCC) to arm certain Probation/Parole Officers. At present there are 18 officers that are armed for threat. In addition, there are three armed units being formed. The Gang Unit, the High Potential for Violence Unit, and a Generic Supervision Unit will all be armed under a proposed implementation plan that will be presented to the BCC in the near future. In FY 1995-96, DCC has spent \$51,350 purchasing equipment and training to arm the approved Officers.

Please note that the \$51,350 does not reflect the substantial investment made by DCC in staff time. Hundreds of hours have been spent by DCC staff in training and in developing the arming policy and implementation plan. Many more hours will be needed over the next year to see this plan to fruition.

DCC is also requesting reimbursement for \$3000 for a professional services contract. Mary C. Forst was hired at the suggestion of the Citizens Involvement Committee to facilitate and mediate the meetings between the St. Johns Good Neighbor Advisory Board and DCC's Peninsula Parole and Probation Office in the St. Johns area.

III. Financial Impact

The arming costs for FY 95/96 are \$51,350.

The breakdown for these costs are as follows:

Psychological Arming Exams (25)	\$10,250
Arming Related Staff Training	4,490
Guns and Ammunition	24,749
Arming Related Safety/Training Equipment	11,861

There will be additional costs in future years related to arming. Based on our projected arming costs, DCC has increased its safety budget in FY 1996-97. As the arming implementation plan is still a work in progress, there is a slight chance that DCC may need to revisit the BCC for additional contingency funding next year. DCC will make every effort to fund these additional costs within our budget.

The costs for the contract with Mary Forst total \$3000. This is a one time cost.

The total contingency request for 1995-96 is \$54,350.

IV. Legal Issues

None associated with this budget modification. The subject of arming was previously discussed and approved by the BCC.

V. Controversial Issues

None associated with this budget modification. The subject of arming was previously discussed and approved by the BCC.

VI. Link to County Polices

This budget modification is consistent with the Boards agreement to fund the costs associated with arming.

VII. Citizen Participation

None.

VIII. Other Government Participation

None related to this budget modification. However, DCC has worked with many other justice agencies to formulate our arming policy.



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS

BEVERLY STEIN

DAN SALTZMAN

GARY HANSEN

TANYA COLLIER

SHARRON KELLEY

BUDGET & QUALITY

PORTLAND BUILDING

1120 S.W. FIFTH - ROOM 1400

P. O. BOX 14700

PORTLAND, OR 97214

PHONE (503)248-3883

TO: Barry Crook

FROM: Karyne Dargan

DATE: June 7, 1996

SUBJECT: Budget Modification - DCC #7

Budget Modification #7 requests \$57,720 from contingencies to reimburse the department for costs associated with arming Probation/Parole Officers and for facilitation/mediation services for the St. John's Good Neighbor Advisory Board.

The Board of County Commissioners passed Resolution No. 95-44 on March 9, 1995 which directed the Department of Community Corrections to arm specific units and to return at a later date with plans to arm additional units. On August 1, 1995 DCC returned to the Board highlighting arming implementation costs ranging from \$85,000 to \$122,000 and indicated that they would return with a request from contingencies if they could not absorb all of these costs by year end. On October 26, 1995 DCC returned to the BCC with their plan to arm the remaining units.

DCC has been able to absorb a significant portion of the costs associated with implementing the arming plan. At this time DCC is requesting \$54,720 to reimburse the department for equipment and training costs. This portion of the request appears to meet the Financial Policy criteria for contingency requests.

The second portion of the request for \$3,000 is necessitated as a result from the opening of a new parole/probation office in the St. John's neighborhood. Chair Stein and Commissioner Hansen suggested that a facilitator might diffuse some of the hostilities and ease tensions expressed by residents in that area. Although, this item comes at the suggestion of two board members, contingencies should not be considered the first recourse for funding unanticipated expenditures. Other resources should be exhausted prior to dipping into contingencies..

BUDGET MODIFICATION NO.

17999

(For Clerk's Use) Meeting Date

JUN 20 1996

Agenda No.

R-19

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

(Date)

DEPARTMENT

DSS

DIVISION Finance

CONTACT

Dave Boyer

TELEPHO 248-3903

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

Barry Crook / Dave Boyer

SUGGESTED

AGENDA TITLE

(to assist in preparing a description for the printed agenda)

Budget Modification DSS . Budget modification transferring \$80,210 from contingency to various line items for 1996 flood costs.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes

accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

Personnel changes are shown in detail on the attached sheet

This Bud Mod is to cover expenditures for costs related to the 1996 flood and account for FEMA . reimbursement.

The total costs of \$184,450 were charged to non-departmental and sheriff office budget.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

FEMA has been billed \$104,240 for the 75% reimbursement of allowable costs. Not all costs associated with the flood are reimbursable

BOARD OF
COUNTY COMMISSIONERS
96 JUN 12 PM 4 39
MULTNOMAH COUNTY
OREGON

4. CONTINGENCY STATUS

(to be completed by Budget & Quality)

Fund Contingency before this modification

Date

After this modification

Originated By

Date

Dave Boyer

6/4/96

Department Director

Date

Employee Services

Date

Plan/Budget Analyst

Date

Board Approval

Date

C. BOGART (Booster)

6/20/96

BUDMOD3.XLS

EXPENDITURE												
TRANSACTION EB GM []			TRANSACTION DATE			ACCOUNTING PERIOD				BUDGET FY		
Document	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		100	050	6996			5100		12,200	12,200		
		100	050	6996			5300		5,450	5,450		
		100	050	6996			5500		3,100	3,100		
		100	050	6996			5550		2,000	2,000		
		100	050	6996			6230		2,100	2,100		
		100	050	6996			7400		66,800	66,800		
		100	025	6996			5100		12,700	12,700		
		100	025	6996			5300		56,600	56,600		
		100	025	6996			5500		16,700	16,700		
		100	025	6996			5550		6,800	6,800		
									0			
									0			
									0			
									0			
									0			
TOTAL EXPENDITURE CHANGE										184,450	0	
REVENUE												
TRANSACTION RB GM []			TRANSACTION DATE			ACCOUNTING PERIOD				BUDGET FY		
Document	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
									0			
		100	050	6996			2074		104,240	104,240		
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
TOTAL REVENUE CHANGE										104,240	0	

REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod No. DSS 9
2. Amount requested from General Fund Contingency: \$ 80,210
3. Summary of Request:

Requests \$80,210 from Contingency to provide for the costs related to the 1996 flood.

4. Has the expenditure for which this transfer is sought been included in any budget request during the past five years? NO. If so, when? _____.

If so, what were the circumstances of its denial?

N/A

5. Why was this expenditure not included in the annual budget process?

The costs were a result of an emergency that was not anticipated

6. What efforts have been made to identify funds from another source within the Department to cover this expenditure? Why are no other departmental sources of funds available?

The County is billing FEMA for \$104,240, the allowable reimburseable amount.

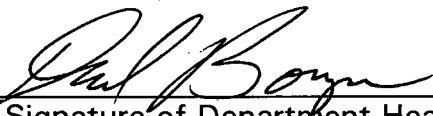
7. Describe any new revenue that this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.

Not applicable

8. This request is for a (Quarterly X , Emergency ____) review.

9. FOR EMERGENCY REQUESTS ONLY: Describe in detail on an additional sheet the costs or risks that would be incurred by waiting for the next quarterly review, in justification of the emergency nature of this request.

10. Attach any additional information or comments you feel helpful.



Signature of Department Head/Elected Official

6/4/96
Date



MULTNOMAH COUNTY, OREGON

COUNTY COMMISSIONERS

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

DIRECTORS OFFICE
ACCOUNTS PAYABLE
GENERAL LEDGER
PAYROLL
TREASURY
LAN ADMINISTRATION

FINANCE DIVISION

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

CENTRAL STORES
CONTRACTS
PURCHASING

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

MEMORANDUM

TO: Board of County Commissioners

FROM: Dave Boyer, Finance Director *DB*

DATE: June 4, 1996

SUBJECT: Contingency Request and Budget Amendment for 1996 Flood Costs

I. Recommendation / Action:

Approve contingency request for \$80,210 to cover General Fund costs associated with the 1996 Flood that are not reimbursable by FEMA.

II. Background / Analysis:

As a result of the flood in February, the County incurred expenses in the General Fund of \$184,450. The expenses incurred were for clean up of flood debris, clean up of facilities, traffic control, search & rescue, and water and sanitation verification for public health purposes. FEMA reimburses at 75% of allowable costs. FEMA does not reimburse for regular salaries even if associated with the flood emergency. Regular salaries associated with the flood were \$45,500. FEMA has been billed for \$104,240 (75% of \$138,950) (Note: DES Transportation is taking care of the Road Fund flood cost)

III. Financial Impact:

These funds are being requested from General Fund contingency and will reduce contingency by \$80,210 after the \$104,240 reimbursement from FEMA.

IV. Legal Issues:

None that I am aware of

V. Controversial Issues:

None that I am aware of

VI. Link to Current County Policy:

Linked to County's Emergency Management Program

VII. Citizen Participation:

None

VIII. Other Government Participation:

None

BUDGET MODIFICATION NO.

DSS 9

(For Clerk's Use) Meeting Date

JUN 20 1996

Agenda No.

R-20

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

(Date)

DEPARTMENT Nondepartmental

DIVISION

CONTACT

TELEPHONE

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

SUGGESTED

AGENDA TITLE (to assist in preparing a description for the printed agenda)

Supplemental budget consisting of budget modifications DSS #9, Nond #16, DES #10, and ASD 9606 recording

\$104,240 in FEMA revenue to cover a portion of the cost of the flood of 1996

\$375,000 in additional BIT revenue, appropriated as pass through to east County cities

\$484,947 in Elections revenues, appropriated for materials and equipment

\$22,000 in fees and fines, and \$28,751 in Title XIX revenue, appropriated for program related services in Adult Care

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do change accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☐ Personnel changes are shown in detail on the attached sheet

Additional information is on each budget modification, attached.

3. REVENUE IMPACT (Explain revenues being changed and reason for the change)

4. CONTINGENCY STATUS (to be completed by Budget & Planning)

Fund Contingency before this modification (as of) \$

Date

After this modification

Originated By	Date	Department Director	Date
Plan/Budget Analyst	Date	Employee Services	Date
Board Approval		Date	
<u>W. J. Doran</u>		<u>6/20/96</u>	

BOARD OF
COUNTY COMMISSIONERS
JUN 12 PM 4:41
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS

BEVERLY STEIN
DAN SALTZMAN
GARY HANSEN
TANYA COLLIER
SHARRON KELLEY

BUDGET & QUALITY

PORTLAND BUILDING
1120 S.W. FIFTH - ROOM 1400
P. O. BOX 14700
PORTLAND, OR 97214
PHONE (503)248-3883

TO: The Oregonian
FROM: Ching Hay, Budget Office
DATE: June 10, 1996
SUBJECT: Public Notice of Supplemental Budget Hearing June 20, 1996

Please run the following public notice in the Oregonian once, on June 13, 1996.

If you have any questions, please call me at 248-3883.

NOTICE OF SUPPLEMENTAL BUDGET HEARING

A public hearing on a proposed supplemental budget for Multnomah County for the fiscal year July 1, 1995 to June 30, 1996 will be held at the Multnomah County Courthouse in room 602 during the regular meeting of the Multnomah County Board of Commissioners at 9:30 a.m. on June 20, 1996. The purpose of the hearing is to discuss the supplemental budget with interested persons.

A copy of the supplemental budget document to be approved by the budget committee may be inspected or obtained on or after June 14, 1996 at the Clerk of the Board's Office between the hours of 9:00 a.m. and 5:00 p.m.

The supplemental budget is to record

- \$104,240 of FEMA revenue to cover some of the cost of the flood of 1996.
- \$375,000 in Business Income Tax revenue, appropriated as pass through to the cities of Gresham, Troutdale, Wood Village, and Fairview.
- \$476,847 in election cost reimbursement, \$7,400 in filing fees, \$500 in voter list, and \$200 in registrar sale revenues, appropriated for equipment, temporary help, and contractual services.
- \$22,000 in adult care home licensing fees, \$7,000 in adult care home fines, \$28,751 in Title XIX revenues, appropriated for temporary help, materials and supplies.

This action increases no Fund more than 10 percent of the original adopted amount.

Bill to:

Multnomah County Budget Office 248-3822
1120 SW Fifth, 14th Floor
PO Box 14700
Portland, OR 97214

COPY

BUDGET MODIFICATION NO.

DSS 9

(For Clerk's Use) Meeting Date

JUN 20 1996

Agenda No.

R-19

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

(Date)

DEPARTMENT

DSS

DIVISION Finance

CONTACT

Dave Boyer

TELEPHO 248-3903

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

Barry Crook / Dave Boyer

SUGGESTED

AGENDA TITLE

(to assist in preparing a description for the printed agenda)

Budget Modification DSS . Budget modification transferring \$80,210 from contingency to various line items for 1996 flood costs.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

Personnel changes are shown in detail on the attached sheet

This Bud Mod is to cover expenditures for costs related to the 1996 flood and account for FEMA . reimbursement.

The total costs of \$184,450 were charged to non-departmental and sheriff office budget.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

FEMA has been billed \$104,240 for the 75% reimbursement of allowable costs. Not all costs associated with the flood are reimbursable

BOARD OF
COUNTY COMMISSIONERS
96 JUN 12 PM 4:43
MULTNOMAH COUNTY
OREGON

4. CONTINGENCY STATUS

(to be completed by Budget & Quality)

Fund Contingency before this modification

Date

After this modification

Originated By

Date

Dave Boyer

6/4/96

Department Director

Date

Employee Services

Date

Board Approval

Date

EXPENDITURE												
TRANSACTION EB GM []			TRANSACTION DATE				ACCOUNTING PERIOD				BUDGET FY	
Document				Organi-		Reporting		Current	Revised	Change		
Number	Action	Fund	Agency	zation	Activity	Category	Object	Amount	Amount	(Decrease)	Subtotal	Description
		100	050	6996			5100		12,200	12,200		
		100	050	6996			5300		5,450	5,450		
		100	050	6996			5500		3,100	3,100		
		100	050	6996			5550		2,000	2,000		
		100	050	6996			6230		2,100	2,100		
		100	050	6996			7400		66,800	66,800		
		100	025	6996			5100		12,700	12,700		
		100	025	6996			5300		56,600	56,600		
		100	025	6996			5500		16,700	16,700		
		100	025	6996			5550		6,800	6,800		
									0			
									0			
									0			
									0			
									0			
TOTAL EXPENDITURE CHANGE										184,450	0	
REVENUE												
TRANSACTION RB GM []			TRANSACTION DATE				ACCOUNTING PERIOD				BUDGET FY	
Document				Organi-		Reporting		Current	Revised	Change		
Number	Action	Fund	Agency	zation	Activity	Category	Object	Amount	Amount	(Decrease)	Subtotal	Description
		100	050	6996			2074		104,240	104,240		
									0			
									0			
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									0			
									0			
									0			
									0			
									0			
TOTAL REVENUE CHANGE										104,240	0	

REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod No. DSS 9
2. Amount requested from General Fund Contingency: \$ 80,210
3. Summary of Request:

Requests \$80,210 from Contingency to provide for the costs related to the 1996 flood.

4. Has the expenditure for which this transfer is sought been included in any budget request during the past five years? NO. If so, when? _____.

If so, what were the circumstances of its denial?

N/A

5. Why was this expenditure not included in the annual budget process?

The costs were a result of an emergency that was not anticipated

6. What efforts have been made to identify funds from another source within the Department to cover this expenditure? Why are no other departmental sources of funds available?

The County is billing FEMA for \$104,240, the allowable reimbursable amount.

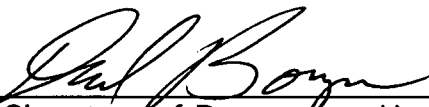
7. Describe any new revenue that this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.

Not applicable

8. This request is for a (Quarterly X , Emergency ____) review.

9. FOR EMERGENCY REQUESTS ONLY: Describe in detail on an additional sheet the costs or risks that would be incurred by waiting for the next quarterly review, in justification of the emergency nature of this request.

10. Attach any additional information or comments you feel helpful.



Signature of Department Head/Elected Official

6/4/96
Date



MULTNOMAH COUNTY, OREGON

COUNTY COMMISSIONERS

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

DIRECTORS OFFICE
ACCOUNTS PAYABLE
GENERAL LEDGER
PAYROLL
TREASURY
LAN ADMINISTRATION

FINANCE DIVISION

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

CENTRAL STORES
CONTRACTS
PURCHASING

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

MEMORANDUM

TO: Board of County Commissioners

FROM: Dave Boyer, Finance Director *DB*

DATE: June 4, 1996

SUBJECT: Contingency Request and Budget Amendment for 1996 Flood Costs

I. Recommendation / Action:

Approve contingency request for \$80,210 to cover General Fund costs associated with the 1996 Flood that are not reimbursable by FEMA.

II. Background / Analysis:

As a result of the flood in February, the County incurred expenses in the General Fund of \$184,450. The expenses incurred were for clean up of flood debris, clean up of facilities, traffic control, search & rescue, and water and sanitation verification for public health purposes. FEMA reimburses at 75% of allowable costs. FEMA does not reimburse for regular salaries even if associated with the flood emergency. Regular salaries associated with the flood were \$45,500. FEMA has been billed for \$104,240 (75% of \$138,950) (Note: DES Transportation is taking care of the Road Fund flood cost)

III. Financial Impact:

These funds are being requested from General Fund contingency and will reduce contingency by \$80,210 after the \$104,240 reimbursement from FEMA.

IV. Legal Issues:

None that I am aware of

V. Controversial Issues:

None that I am aware of

VI. Link to Current County Policy:

Linked to County's Emergency Management Program

VII. Citizen Participation:

None

VIII. Other Government Participation:

None

BUDGET MODIFICATION NO.

DES 10

(For Clerk's Use) Meeting Date JUN 8 1996
Agenda No. R-21

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

06/20/96

(Date)

DEPARTMENT Environmental Services

DIVISION Elections

CONTACT Vicki Ervin

TELEPHONE x3724

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

SUGGESTED

AGENDA TITLE (to assist in preparing a description for the printed agenda)

Supplemental Budget Consisting of Budget Modification DES-10 Which Recognizes Additional Revenues and Expenditures Resulting From Additional Number of Elections

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☐ Personnel changes are shown in detail on the attached sheet

Supplemental Budget consisting of this budget modification which recognizes an additional \$484,947 in revenues and expenses due to the increased number of elections held in FY 1995-96.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Increases revenues to General Fund (Elections) by \$484,947.

BOARD OF
COUNTY COMMISSIONERS
96 JUN - 6 PM 3:15
MULTNOMAH COUNTY
OREGON

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

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

Originated By <u>Lance Duncan</u>	Date <u>04-Jun-96</u>	Department Director <u>Lance E. Nicholas</u>	Date <u>6/19/96</u>
Plan/Budget Analyst <u>Lance E. Nicholas</u>	Date <u>6-6-96</u>	Employee Services <u>[Signature]</u>	Date <u>[Signature]</u>
Board Approval <u>[Signature]</u>	Date <u>6/20/96</u>		

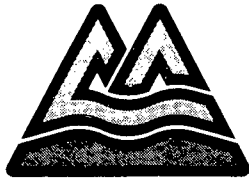
BUDGET MODIFICATION NO DES 10

Expenditure
Transaction EB[] TRANSACTION DATE: _____ ACCOUNTING PERIOD: _____ BUDGET FY: 96

Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
100	030	7690			5200	0	55,256	55,256		Temporary
100	030	7690			6110	46,358	283,455	237,097		Contractual Services
100	030	7690			6200	1,134,257	895,381	(238,876)		Printing
100	030	7690			8400	11,500	442,970	431,470		Equipment
484,947									Total Expenditure Change	

Revenue
Transaction RB[] TRANSACTION DATE: _____ ACCOUNTING PERIOD: _____ BUDGET FY: _____

Fund	Agency	Organization	Activity	Reporting Category	Revenue Code	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
100	030	7690			4800	759,988	1,236,835	476,847		Election Cost Reimbursement
100	030	7690			4801	2,200	9,600	7,400		Filing Fees
100	030	7690			4802	6,000	6,500	500		Voter Lists
100	030	7690			6007	1,500	1,700	200		Registrar Sales
484,947									Total Revenue Change	



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
2115 S.E. MORRISON
PORTLAND, OREGON 97214
(503) 248-5000

BOARD OF COUNTY COMMISSIONERS
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GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

Staff Report Supplement

To: Board of County Commissioners
From: Lance Duncan
Date: June 4, 1996
Subject: Supplemental Budget Consisting of Budget Modification DES-10 for FY 1995-96
Budget

I. Recommendation/Action Requested

The Department of Environmental Services recommends approval of this budget modification to recognize additional revenues and expenditures associated with unplanned elections in this fiscal year.

II. Background/Analysis

There were three unplanned elections in 1995-96, plus additional equipment requirements to process mail-in ballots. This proposed budget modification covers all increased expenditures with additional revenues recognized as a result of holding these elections.

III. Financial Impact

This budget modification recognizes an additional \$484,947 in revenues and expenditures, and does not require any additional contribution from the General Fund. There are no ongoing, future year costs associated with this budget action.

IV. Legal Issues

We are required by law to operate within budget. This budget modification adjusts the budget of Elections to meet this requirement.

V. Controversial Issues

None.

VI. Link to Current County Policy

It is County Policy to operate within budgetary guidelines.

VII Citizen Participation

None anticipated.

VIII Other Government Participation.

None.

BUDGET MODIFICATION NO. NOND #16

(For Clerk's Use) Meeting Date JUN 20 1996
Agenda No. R-22

1. REQUEST FOR PLACEMENT ON THE AGENDA F 6/13/96

(Date)

DEPARTMENT Nondepartmental

DIVISION Business Income Tax

CONTACT Ching Hay

TELEPHONE x6672

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

Barry Crook

SUGGESTED

AGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget Modification Nond #16 increases Business Income Tax pass through to east county Cities by \$375,000

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☐ Personnel changes are shown in detail on the attached sheet

Business Income Tax is composed of 0.6%, 0.35%, and 0.51% rates.

A quarter of the 0.6% Business Income Tax is passed on to east county cities of Fairview, Troutdale, Gresham, and Wood Village. Due to an increase in projected Business Income Tax revenue, we are increasing the pass through to east County Cities by \$375,000 from \$2,850,191 to \$3,225,191.

3. REVENUE IMPACT (Explain revenues being changed and reason for the change)

Business Income Tax 0.6% revenue is increased by \$375,000.

BOARD OF
COUNTY COMMISSIONERS
96 JUN 12 PM 4:42
MULTNOMAH COUNTY
OREGON

4. CONTINGENCY STATUS (to be completed by Budget & Planning)

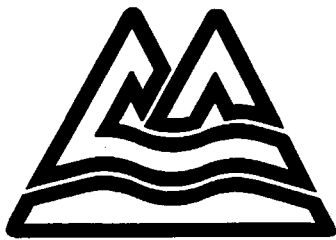
NA Fund Contingency before this modification (as of 4/30)

Date

After this modification

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

Ching Hay 6/12/96
Deborah Boastad 6/20/96



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS

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GARY HANSEN

TANYA COLLIER

SHARRON KELLEY

BUDGET & QUALITY

PORTLAND BUILDING

1120 S.W. FIFTH - ROOM 1400

P. O. BOX 14700

PORTLAND, OR 97214

PHONE (503) 248-3883

TO: Board of County Commissioners

FROM: Ching Hay, Budget Analyst *CH*

DATE: June 12, 1996

REQUESTED PLACEMENT DATE: June 20, 1996

SUBJECT: Budget Modification Nond #16

I. Recommendation/Action Requested:

Approval of budget modification Nond #16.

II. Background/Analysis:

Business Income Tax is composed of 3 different rates of 0.6%, 0.35%, and 0.51%. 25% of the 0.6% rate of the Business Income Tax is passed on to the Cities of Gresham, Troutdale, Fairview, and Wood Village. We budgeted \$2,850,191 as pass through. Business Income Tax revenue is now anticipated to be higher than was budgeted. As a result, we need to increase the pass through to the cities by \$375,000 to \$3,225,191.

III. Financial Impact:

General Fund BIT revenue is increased by \$375,000.

IV. Legal Issues:

We have to increase appropriations to cover the increased pass through to Gresham, Troutdale, Fairview, and Wood Village.

V. Controversial Issues:

NA

VI. Link to Current County Policies:

NA

VII. Citizen Participation:

NA

VIII. Other Government Participation:

NA

(For Clerk's Use) Meeting Date JUN 20 1996
Agenda No. R-231. REQUEST FOR PLACEMENT ON THE AGENDA FOR June 13, 1996

(Date)

DEPARTMENT: AGING SERVICES DEPARTMENTCONTACT: Kathy GilletteTELEPHONE: 248-3620*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: Jim McConnell/Kathy Gillette

SUGGESTED AGENDA TITLE (To assist in preparing a description for the printed agenda)

ASD Budget Modification #ASD-9606 adds \$^{15,000}~~22,000~~ in Adult Care Home Licensing Fees; \$7,000 in Adult Care Home Fines; and \$~~29,798~~ in on-going Federal Title XIX (Medicaid) funds matched in part by the additional fees and fines.

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

[n/a] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

ASD Budget Modification #ASD-9606 adds funds for Adult Care Home program expenses. Many of these additional expenses are related to the complete revision of the Adult Care Home rules. This includes temporary personnel costs; printing and postage; and professional services. One other technical change, with no net budget impact, is to move funds budgeted in Equipment to Supplies; the cost of personal computers is less than the \$2,000 Equipment threshold.

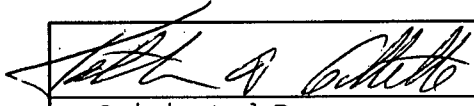
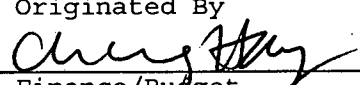
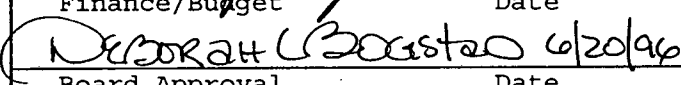
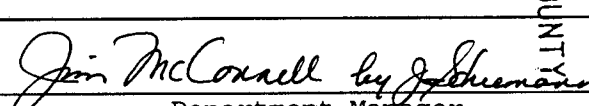
3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

- o Increase Org 1980, Adult Care Home Program, by \$28,751 in Service Reimbursement funds passed through Org 1706 from Title XIX funds
- o Increase Org 1706, Accounting Transactions, by \$29,798 in Title XIX Funds.

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

General Contingency before this modification (as of _____) (Date)
(Specify Fund)

After this modification

 Originated By  Finance/Budget  Board Approval	Date <u>May 31, 1996</u> <u>6-10-96</u> <u>6/20/96</u>	 Department Manager Employee Relations 	Date
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MULTNOMAH COUNTY OREGON

AGING SERVICES DIVISION
AREA AGENCY ON AGING
421 S.W. 5TH, 3RD FLOOR
PORTLAND, OREGON 97204
SENIOR HELPLINE: (503) 248-3646 ADMINISTRATION: 248-3620
TDD: 248-3683 FAX: 248-3656

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SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Beverly Stein, County Chair

FROM: Jim McConnell, Director
Aging Services Department

DATE: May 31, 1996

SUBJECT: ASD Budget Modification #ASD-9606: Addition of Adult Care Home Fees and Fines, and Federal Title XIX (Medicaid) funds

Recommendation: Aging Services Department recommends Board of County Commissioner's approval of attached Budget Modification #ASD-9606.

Background/Analysis: Budget Modification #ASD-9606 adds \$15,000 in Adult Care Home Licensing fees, and \$7,000 in additional fines. The Adult Care Home program was uncertain how many fines would actually be collected, given a new fine schedule and better enforcement of Adult Care Home regulations. Further, it was believed that there would be little or no increase in the number of new homes licensed during the year.

Much of the additional revenues are matched to provide Title XIX (Medicaid) funding. Program activities, especially in the area of the complete rules rewrite, and in rules enforcement, have resulted in higher than anticipated expenses.

Financial Impact:

Title XIX funds of \$28,751 are added to the Adult Care Home budget, in addition to the \$22,000 in fees and fines. These funds are expected to be on-going, and will be budgeted in the FY1997 budget.

Legal Issues: None.

Controversial Issues: None.

Link to Current County Policies: Funds are used for program-related services, in particular the complete rules revision of Adult Care Home regulations.

Citizen Participation: PMCOA's Adult Care Home committee works with the program to identify high-priority items.

Other Government Participation: The rules revision has been driven in part by changes to the State of Oregon statutes related to the licensing and regulation of Adult Foster Care Homes.

ASD-9606Z