



Multnomah County Oregon

Board of Commissioners & Agenda

connecting citizens with information and services

REVISED 10/21/09

BOARD OF COMMISSIONERS

Ted Wheeler, Chair

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

Phone: (503) 988-3308 FAX (503) 988-3093

Email: mult.chair@co.multnomah.or.us

Deborah Kafoury, Commission Dist. 1

501 SE Hawthorne Boulevard, Suite 600
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Phone: (503) 988-5220 FAX (503) 988-5440

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Jeff Cogen, Commission Dist. 2

501 SE Hawthorne Boulevard, Suite 600
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Judy Shprack, Commission Dist. 3

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Diane McKeel, Commission Dist. 4

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Phone: (503) 988-5213 FAX (503) 988-5262

Email: district4@co.multnomah.or.us

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OCTOBER 20 & 22, 2009 BOARD MEETINGS FASTLOOK AGENDA ITEMS

Pg 2	9:00 a.m. Tuesday Executive Session
Pg 2	10:00 a.m. Tuesday Work Session on Impacts of Funding Cuts to our Public Safety System
Pg 3	9:30 a.m. Thursday Public Comment
Pg 4	9:40 a.m. Thursday First Reading of an Ordinance Amending the Multnomah County Flood Hazard Regulations to Adopt Updated Flood Insurance Rate Maps and to Incorporate Changes to the State's Model Flood Ordinance
Pg 4	10:00 a.m. Thursday Second Reading of an Ordinance Enacting the County Vehicle Registration Fee Increase for Sellwood Bridge
Pg 5	10:30 a.m. Thursday Filling a Vacancy in the Legislative Assembly, Oregon State Representative, District 43

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Produced through MetroEast Community Media

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

Tuesday, October 20, 2009 - **9:00 AM**
Multnomah Building, Sixth Floor Commissioners Conference Room 635
501 SE Hawthorne Boulevard, Portland

EXECUTIVE SESSION

- E-1 The Multnomah County Board of Commissioners will meet in Executive Session pursuant to ORS 192.660(2) (d)(e) and/or (h). Only representatives of the news media and designated staff may attend. News media and all other attendees are specifically directed not to disclose information that is the subject of the Executive Session. Final decisions are decided in public Board meetings. Presented by County Attorney Agnes Sowle. 15-55 MINUTES REQUESTED.
-

Tuesday, October 20, 2009 - **10:00 AM**
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

WORK SESSION

- WS-1 Work Session to Consider the Countywide Impacts to our Public Safety System of State Funding Adjustments in the 2009-2011 Biennium and Additional Revenue Issues in Fiscal Year 2010. Presented by Peter Ozanne, Doug Bray, Michael Schrunk, Sheriff Bob Skipper, Larry Aab and Scott Taylor. 2 HOURS REQUESTED.
-

Thursday, October 22, 2009 - **9:15 AM**
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

CONSENT CALENDAR - 9:15 AM **NON-DEPARTMENTAL**

- C-1 Appointment of Joe McFeron and Amanda Romero to the Multnomah County **VECTOR AND NUISANCE ADVISORY COMMITTEE**

DEPARTMENT OF COMMUNITY JUSTICE

- C-2 BUDGET MODIFICATION DCJ-08 Reclassifying a Finance Specialist 1 in the Business Services Division, as Determined by the Class/Comp Unit of Central Human Resources

DEPARTMENT OF COUNTY MANAGEMENT

- C-3 BUDGET MODIFICATION DCM-05 Reclassifying One Position in the DCM Human Resources Division, as Determined by the Class/Comp Unit of Central Human Resources
- C-4 BUDGET MODIFICATION DCM-06, Reclassifying Three Positions in the Division of Assessment, Recording, and Taxation, as Determined by the Class/Comp Unit of Central Human Resources
- C-5 BUDGET MODIFICATION DCM-07 Reclassifying a Finance Technician to a Finance Specialist 1 in FREDS as Determined by the Class/Comp Unit of Central Human Resources

DEPARTMENT OF COUNTY HUMAN SERVICES

- C-6 Amendment 2 to Intergovernmental Expenditure Agreement 4600007218 with the Housing Authority of Portland to Reduce State of Oregon, Oregon Housing and Community Services' Low-Income Rental Housing Fund Award for the Current Fiscal Year

REGULAR AGENDA

DEPARTMENT OF COUNTY MANAGEMENT – 9:15 AM

- R-1 RESOLUTION Authorizing the County to Make an Internal Loan from the Risk Management Fund to the General Fund of Not More than \$17,500,000 to Provide for Short-Term Cash Flow Requirements
- R-2 Reallocation of Facilities Capital Project Funds FPM 10-01, Justice Center Jail Shower Repair Project (CP08.08.62) and Multnomah County Inverness Jail Dorm Shower Improvements Project (CP08.09.45)

PUBLIC COMMENT - 9:30 AM

Opportunity for Public Comment on non-agenda matters. Testimony is limited to three minutes per person. Fill out a speaker form available in the Boardroom and turn it into the Board Clerk.

DEPARTMENT OF COMMUNITY JUSTICE – 9:30 AM

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DEPARTMENT OF HEALTH – 9:35 AM

- R-4 Second Reading and Possible Adoption of an ORDINANCE Amending Multnomah County Code Chapter 21.406, Ambulance Staffing

DEPARTMENT OF COMMUNITY SERVICES – 9:40 AM

- R-5 First Reading of an ORDINANCE Amending the Multnomah County Flood Hazard Regulations to Adopt Updated Flood Insurance Rate Maps and to Incorporate Changes to the State's Model Flood Ordinance
- R-6 ORDER Canceling Multnomah County Land Sale Contract No. 15784 for Default in Payments and Performance of Covenants

SERVICE DISTRICT 9:55 AM

~~(Recess as the Board of County Commissioners and convene as the governing body for **DUNTHORPE RIVERDALE SANITARY SERVICE DISTRICT NO. 1**)~~

- ~~R-7 RESOLUTION Authorizing Condemnation and Immediate Possession of Real Property Necessary for the Purpose of Constructing Improvements, on Behalf of the Dunthorpe Riverdale Service District No.1, in Unincorporated Multnomah County~~

~~(Adjourn as the governing body for Dunthorpe Riverdale Sanitary Service District No. 1 and reconvene as **BOARD OF COUNTY COMMISSIONERS**)~~

NON-DEPARTMENTAL - 10:00 AM

- R-8 Second Reading and Possible Adoption of an ORDINANCE Enacting the County Vehicle Registration Fee Increase for the Sellwood Bridge
- R-9 RESOLUTION Approving an Intergovernmental Agreement and Lease with the City of Portland for a Portion of the Gateway Children's Center Building for a One-Stop Domestic Violence Service Center

R-10 10:30 AM Time Certain: Public Hearing and Board Appointment via RESOLUTION Filling a Vacancy in the Legislative Assembly, Oregon State Representative, District 43 from Democratic Precinct Committee Approved Nominees **Karol Collymore, Lew Frederick and Eddie Lincoln**, Created by the Resignation of Chip Shields

BOARD COMMENT

Opportunity (as time allows) for Commissioners to provide informational comments to Board and public on non-agenda items of interest or to discuss legislative issues.



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MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (short form)

Corrected 10/21/09	
Board Clerk Use Only	
Meeting Date:	<u>10/22/09</u>
Agenda Item #:	<u>C-1</u>
Est. Start Time:	<u>9:15 AM</u>
Date Submitted:	<u>10/09/09</u>

Agenda Title:	Appointment of Joe McFeron and Amanda Romero to the Multnomah County VECTOR CONTROL AND ENFORCEMENT ADVISORY COMMITTEE VECTOR AND NUISANCE ADVISORY COMMITTEE
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Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Requested Meeting Date:	<u>October 22, 2009</u>	Amount of Time Needed:	<u>Consent Agenda</u>
Department:	<u>Non-Departmental</u>	Division:	<u>Chair's Office</u>
Contact(s):	<u>Ruth Langlois</u>		
Phone:	<u>(503) 988-3308</u>	Ext.	<u>85531</u>
		I/O Address:	<u>503/600</u>
Presenter(s):	<u>N/A</u>		

General Information

1. What action are you requesting from the Board?

Request board approval of appointments of Joe McFeron, and Amanda Romera to the Multnomah County Vector and Nuisance Advisory Committee.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The Multnomah County Vector and Nuisance Advisory Committee was established by Multnomah County Ordinance #1052. This committee advises the board and the Environmental Health Section or Health Department Director on matters involving the County vector control program. The committee assists in evaluating current and future plans and practices of vector control services, including strategic direction related to public health prevention, surveillance, intervention, education and enforcement. The Committee provides information regarding the environmental health needs and wants of the community. The Committee is composed of nine members appointed by the Chair upon approval of the Board. The membership represents citizens of Multnomah County interested in vector control issues from diverse geographical and occupational interests. Chris Wirth, Program Manager for Multnomah County Vector and Nuisance Control oversees the committee and Lynn

George, Program Development Specialist Sr. of the Multnomah County health Department is staff liaison to the Multnomah County Vector and Nuisance Advisory Committee.

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

No fiscal impact

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

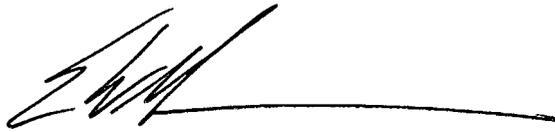
No legal and/or policy issues involved.

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

N/A

Required Signature

**Elected Official or
Department/
Agency Director:**

A handwritten signature in black ink, appearing to be 'E. Williams', written over a horizontal line.

Date: 10/09/2009



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 10/22/09
Agenda Item #: C-1
Est. Start Time: 9:15 AM
Date Submitted: 10/09/09

Agenda Title: **Appointment of Joe McFeron and Amanda Romero to the Multnomah County VECTOR CONTROL AND ENFORCEMENT ADVISORY COMMITTEE**

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

Requested Meeting Date: October 22, 2009 **Amount of Time Needed:** Consent Agenda
Department: Non-Departmental **Division:** Chair's Office
Contact(s): Ruth Langlois
Phone: (503) 988-3308 **Ext.** 85531 **I/O Address:** 503/600
Presenter(s): N/A

General Information

1. What action are you requesting from the Board?

Request board approval of appointments of Joe McFeron, and Amanda Romera to the Multnomah County Vector Control and Enforcement Advisory Committee.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The Multnomah County Vector and Code Enforcement Advisory Committee was established by Multnomah County Ordinance #1052. This committee advises the board and the Environmental Health Section or Health Department Director on matters involving the County vector control program. The committee assists in evaluating current and future plans and practices of vector control services, including strategic direction related to public health prevention, surveillance, intervention, education and enforcement. The Committee provides information regarding the environmental health needs and wants of the community. The Committee is composed of nine members appointed by the Chair upon approval of the Board. The membership represents citizens of Multnomah County interested in vector control issues from diverse geographical and occupational interests. Chris Wirth, Program Manager for Multnomah County Vector and Nuisance Control oversees the committee and Lynn George, Program Development Specialist Sr. of the Multnomah

County health Department is staff liaison to the Multnomah County Vector Control and Enforcement Advisory Committee.

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

No fiscal impact

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

No legal and/or policy issues involved.

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

N/A

Required Signature

**Elected Official or
Department/
Agency Director:**



A handwritten signature in black ink, appearing to be 'E. Williams', written over a horizontal line.

Date: 10/09/2009



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (revised 09/22/08)

APPROVED : MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # C-2 DATE 10/22/09
 DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only

Meeting Date: 10/22/09
 Agenda Item #: C-2
 Est. Start Time: 9:15 AM
 Date Submitted: 10/08/09

BUDGET MODIFICATION: DCJ- 08

BUDGET MODIFICATION DCJ-08 Reclassifying a Finance Specialist 1 in the
Agenda Business Services Division, as Determined by the Class/Comp Unit of Central
Title: Human Resources

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date:	<u>October 22, 2009</u>	Amount of Time Needed:	<u>N/A</u>
Department:	<u>Dept. of Community Justice</u>	Division:	<u>Business Services</u>
Contact(s):	<u>Shaun Coldwell</u>		
Phone:	<u>503-988-3961</u>	Ext.	<u>83961</u>
		I/O Address:	<u>503 / 250</u>
Presenter(s):	<u>Consent Calendar</u>		

General Information

1. What action are you requesting from the Board?

The Department of Community Justice (DCJ) requests approval of a budget modification to reclassify a Finance Specialist 1 position which has been reviewed by the Class/Comp Unit of Central Human Resources.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

Reclassification of a 1.00 FTE Finance Specialist 1 (6029) position to a Finance Specialist 2 (6030) was approved for recommendation to the Board of County Commissioners by the Class/Comp Unit of Central Human Resources on October 7, 2009, to be retro-active to February 18, 2009.

This position has assumed the responsibility for policy and procedure development of accounts receivable, cash handling, and reconciliation and deposit functions for the 10 DCJ field offices in accordance with the generally accepted accounting principles (GAAP). The incumbent trains, oversees and reviews the work of out-stationed-staff regarding payment posting, deposit processing

and reconciliation, and follows up when discrepancies are identified. Additionally, this position reconciles all DCJ travel and training costs, ensures accurate posting of lock box deposits, electronic deposits and returned checks; and is responsible for monitoring and managing three intergovernmental agreements and one Federal grant according to all applicable laws and grant guidelines. This position requires a Bachelors Degree in accounting, finance or the equivalent and two years of progressively responsible accounting or fiscal management experience. The described responsibilities and qualifications are consistent with the Finance Specialist 2 (6030) classification.

This position is part of FY 2010 Program Offer 50001 – DCJ Business Services.

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

There is no fiscal impact for current year FY 2010 because the pay scale ranges for these two positions overlap. This position is ongoing and is expected to be included in the FY2011 budget submittal.

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

Local 88 represented employees have a contractual right to appeal and arbitrate the outcome of a reclassification request, which would include Board action to disapprove the request. It is the policy of Multnomah County to make all employment decisions without regard to race, religion, color, national origin, sex, age, marital status, disability, political affiliations, sexual orientation, or any other nonmerit factor.

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

N/A

ATTACHMENT A

Budget Modification

If the request is a **Budget Modification**, please answer **all** of the following in detail:

- What revenue is being changed and why?

N/A

- What budgets are increased/decreased?

N/A

- What do the changes accomplish?

Approval of a reclassification decision from the Class/Comp Unit of Central Human Resources.

- Do any personnel actions result from this budget modification? Explain.

Yes, the current employee in this position will be reclassified to a Finance Specialist 2 (6030) retro-active to February 18, 2009.

- How will the county indirect, central finance and human resources and departmental overhead costs be covered?

N/A

- Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?

N/A

- If a grant, what period does the grant cover?

N/A

- If a grant, when the grant expires, what are funding plans?

N/A

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

ATTACHMENT B

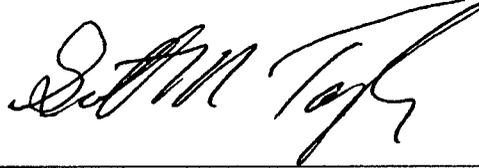
BUDGET MODIFICATION: DCJ - 08

Required Signatures

**Elected Official or
Department/
Agency Director:**

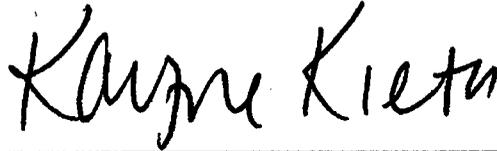
Carl Goodman for:

Date: 10/08/09



Budget Analyst:

Date: 10/08/09



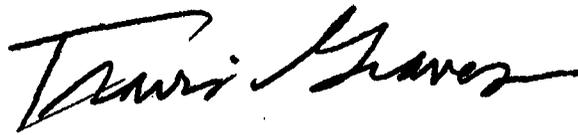
Department HR:

Date: 10/08/09



Countywide HR:

Date: 10/08/09



Budget Modification ID: **DCJ-08**

EXPENDITURES & REVENUES

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with SAP.

Budget/Fiscal Year: 2010

Line No.	Fund Center	Fund Code	Program #	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
					Internal Order	Cost Center	WBS Element						
1										0			
2										0			
3										0			
4										0			
5										0			
6										0			
7										0			
8										0			
9										0			
10										0			
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24										0			
25										0			
26										0			
27										0			
28										0			
29										0			
											0	0	Total - Page 1
											0	0	GRAND TOTAL

ANNUALIZED PERSONNEL CHANGE

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

							ANNUALIZED			
Fund	Job #	HR Org	CC/WBS/IO	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1000	6029	65160	509600	Finance Specialist 1	706320	(1.00)	(45,539)	(13,206)	(14,721)	(73,466)
1000	6030	65160	509600	Finance Specialist 2	706320	1.00	45,539	13,206	14,721	73,466
										0
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										0
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										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
TOTAL ANNUALIZED CHANGES						0.00	0	0	0	0

CURRENT YEAR PERSONNEL DOLLAR CHANGE

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

							CURRENT YEAR			
Fund	Job #	HR Org	CC/WBS/IO	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1000	6029	65160	509600	Finance Specialist 1	706320	(1.00)	(45,539)	(13,206)	(14,721)	(73,466)
1000	6030	65160	509600	Finance Specialist 2	706320	1.00	45,539	13,206	14,721	73,466
										0
										0
				Reclass retro-active to 2/18/09						0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
TOTAL CURRENT FY CHANGES						0.00	0	0	0	0



Department of County Management
MULTNOMAH COUNTY OREGON
 Human Resources

Multnomah Building
 501 SE Hawthorne, Suite 400
 Portland, Oregon 97214
 (503) 988-5015 Phone
 (503) 988-3009 Fax

To: Joyce Resare, DCJ - Business Services
 From: Candace Busby, Classification and Compensation Unit (503/4) *C. Busby*
 Date: October 7, 2009
 Subject: Reclassification Request # 1311 (Mendoza, Jocelyn)

We have completed our review of your request and the decision is outlined below.

Request Information:

Date Request Received: August 18, 2009	Position Number: 706320
Current Classification: Finance Specialist 1	Requested Classification: Finance Specialist 2
Job Class Number: 6029	Job Class Number: 6030
Pay Grade: 17	Pay Grade: 23

Request is: Approved as Requested Effective Date: February 18, 2009
 Approved - Revised
 Denied

Allocated Classification: Finance Specialist 2	Job Class Number: 6030
Pay Range: \$45,539.29 to \$56,000.16 annually	Pay Grade: 23

Please note this classification decision is subject to all applicable requirements stated in MC Personnel Rule 5-50 and may require Board of County Commissioners' approval. This decision is considered preliminary until such approval is received.

Position Information:

- Vacant - see New/Vacant Section
- Filled & incumbent reclassified - see Employee Information Section
- Filled & incumbent not reclassified with position See New/Vacant Section

New/Vacant Position Information:

If the position is vacant or incumbent not reclassified with position, position must be filled in accordance with the normal appointment procedures. If position is reclassified due to reorganization, a limited recruitment process may be conducted. Please consult with the Department Human Resources Unit for assistance.

Employee Information:

Name of Incumbent Employee: Jocelyn Mondoza
 New Job Class Seniority Date: February 18, 2009

Date	Job Class and Number	Grade	Step	Rate	Action
2/17/2009	Finance Specialist 1 (6029)	17	7	\$21.81	Pre-reclass
2/18/2009	Finance Specialist 2 (6030)	23	1	\$21.81	Post-Reclass

Employees in positions reclassified downward to a classification with a lower salary range will receive no change in pay. If an employee's pay exceeds the maximum of the lower salary range, pay will be frozen at the existing rate until the new salary range is higher than the employee's rate of pay. Compensation will be determined in accordance with applicable bargaining agreement or MC Personnel Rule 4-10. Any compensation or seniority adjustments will be processed in accordance with applicable bargaining agreement or MC Personnel Rule 2-80 and 4-10.

Per MC Personnel Rule 5-50-030, when the position is reclassified downward, the employee will be placed on the recall list for reappointment to the higher classification. The employee's Department

Human Resource Unit will originate and process required documentation. Contact your Department HR Unit for additional information.

Reason for Classification Decision:

This position has assumed responsibility for policy and procedure development of accounts receivable, cash handling, and reconciliation and deposits functions for the 10 DCJ field offices in accordance with generally accepted accounting principles. The incumbent trains, oversees and reviews the work of out-stationed-staff regarding payment posting, deposit processing and reconciliation, following up when discrepancies are identified. Additionally, this position reconciles all of DCJ's travel and training costs; ensures accurate posting of lock box deposits, electronic deposits and returned checks; and is responsible for monitoring and managing three intergovernmental agreements and one Federal grant according to all applicable laws and grant guidelines. This position requires a Bachelors Degree in accounting, finance or the equivalent and two years of progressively responsible accounting or fiscal management experience. The described responsibilities and qualifications are consistent with the Finance Specialist 2 (6030) classification.

Appeal Rights

The outcome of a reclassification request may be appealed under Article 15 of the Local 88 contract by filing a Step 3 grievance within fifteen (15) days of receipt of this notification letter.

If you have any questions, please feel free to contact me at 503-988-5015 ext. 24422.

cc: James Opoka, HR Manager
Lorraine Newell, HR Maintainer
Bryan Lally, Local 88
Class Comp File Copy



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (long form)

APPROVED : MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # C-3 DATE 10/22/09
 DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only

Meeting Date: 10/22/09
 Agenda Item #: C-3
 Est. Start Time: 9:15 AM
 Date Submitted: 10/08/09

BUDGET MODIFICATION: DCM - 05

Agenda Title: BUDGET MODIFICATION DCM-05 Reclassifying One Position in the DCM Human Resources Division, as Determined by the Class/Comp Unit of Central Human Resources

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

Requested Meeting Date: October 22, 2009 Amount of Time Needed: Consent Calendar
 Department: County Management Division: Central HR
 Contact(s): Travis Graves
 Phone: 503-988-6134 Ext. 86134 I/O Address: 503/4
 Presenter(s): N/A (Consent)

General Information

1. What action are you requesting from the Board?

The department is requesting Board approval of a budget modification authorizing the reclassification of one position in the Central HR division of the Department of County Management.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The Department of County Management requests Board approval of a reclassification for the following position that was approved by the Central Class Comp Unit:

<u>Position Title (Old)</u>	<u>Position Title (New)</u>	<u>Position Number</u>	<u>FTE</u>
HR Manager 2	HR Manager 1	704045	No FTE Change

Central HR asked the Central Class Comp Unit to examine the duties of this position. After review

of duties, Class Comp has reclassified to the position identified above. This position has been revised due to staffing and workload changes in the division caused by budget reductions. This position's basic duties and primary functions have remained relatively intact, although the position no longer directly supervises a team. Essential functions include managing special projects that have a county-wide impact, providing cross-organizational leadership and cross-functional problem solving, leading county-wide HR strategic planning processes, and other duties. The responsibilities and ongoing scope of this position is best matched with the HR Manager 1 classification, as the job class is especially identified with providing the "expert sole contributor" role within Central HR.

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

Budget modification detail is attached. There are no expenditure changes for FY 2010 related to this action. Any ongoing expenses for this position will be absorbed within the Finance & Risk Management division budget.

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

This position been reviewed by the Classification/Compensation Unit and has been re-classed.

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

None required.

ATTACHMENT A

Budget Modification

If the request is a **Budget Modification**, please answer **all** of the following in detail:

- **What revenue is being changed and why?**
None.
- **What budgets are increased/decreased?**
None.
- **What do the changes accomplish?**
N/A
- **Do any personnel actions result from this budget modification? Explain.**
Yes. One HR Manager 2 is reclassified to an HR Manager 1 position.
- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**
No changes.
- **Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?**
N/A
- **If a grant, what period does the grant cover?**
N/A
- **If a grant, when the grant expires, what are funding plans?**
N/A

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

ATTACHMENT B

BUDGET MODIFICATION: DCM - 05

Required Signatures

**Elected Official or
Department/
Agency Director:**

Mindy Harris

Date: 10/08/09

Budget Analyst:

Debra

Date: 10/08/09

Department HR:

Karin Lambert

Date: 10/08/09

Countywide HR:

Joe E. Dot

Date: 10/08/09

ANNUALIZED PERSONNEL CHANGE

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

							ANNUALIZED			
Fund	Job #	HR Org	CC/WBS/IO	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1000	9621	62800	705000	HR Manager 2	704045	(1.00)	(95,195)	(29,958)	(18,446)	(143,598)
1000	9715	62800	705000	HR Manager 1	704045	1.00	95,195	29,958	18,446	143,598
										0
										0
										0
										0
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										0
										0
										0
										0
										0
										0
										0
TOTAL ANNUALIZED CHANGES						0.00	0	0	0	0

CURRENT YEAR PERSONNEL DOLLAR CHANGE

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

							CURRENT YEAR			
Fund	Job #	HR Org	CC/WBS/IO	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
										0
										0
										0
										0
										0
										0
										0
										0
										0
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										0
										0
										0
										0
										0
										0
										0
										0
TOTAL CURRENT FY CHANGES						0.00	0	0	0	0

Multnomah County, Oregon

Dept. of County Management – Central Human Resources
Multnomah Building -- 501 SE Hawthorne, Suite 400
Portland, Oregon 97214
(503) 988-5015 Phone

To: Travis Graves - DCM/HR
From: Jude Tennant, Consultant, CWI Business Solutions
Joi Doi, Class/Comp Unit
Date: August 28, 2009
Subject: Reclassification/Request #1279 (Carla Gonzales)



We have completed our review of your request and the decision is outlined below.

Request Information:

Date Request Received: July 16, 2009 Position Number: 704045
Current Classification: HR Manager 2 Requested Classification: TBD
Job Class Number: 9621 Job Class Number: TBD
Pay Grade: 131 Pay Grade: TBD
Request is: Approved as Requested Effective Date: August 28, 2009
 Approved - Revised
 Denied

Allocated Classification: HR Manager 1 Job Class Number: 9715
Pay Range: Min \$60,391.12/yr Max \$84,548.25/yr Pay Grade: 128

Please note this classification decision is subject to all applicable requirements stated in MC Personnel Rule 5-50 and may require Board of County Commissioners' approval. This decision is considered preliminary until such approval is received.

Position Information:

Vacant - see New/Vacant Section
 Filled & incumbent reclassified - see Employee Information Section
 Filled & incumbent not reclassified with position - see New/Vacant Section

Employee Information:

Name of Incumbent Employee: Carla Gonzales
New Job Class Seniority Date: August 28, 2009

Date	Job Class and Number	Grade	Rate	Action	Union / Mgmt / Executive
8/27/2009	Human Resources Mgr 2 (9621)	131	\$95,195/yr	Pre-Reclass	Executive
8/28/2009	Human Resources Mgr 1 (9715)	128	\$95,195/yr	Reclass	Management

Employees in positions reclassified downward to a classification with a lower salary range will receive no change in pay. If an employee's pay exceeds the maximum of the lower salary range, pay will be frozen at the existing rate until the new salary range is higher than the employee's rate of pay. Compensation will be determined in accordance with applicable bargaining agreement or MC Personnel Rule 4-10. Any compensation or seniority adjustments will be processed in accordance with applicable bargaining agreement or MC Personnel Rule 2-80 and 4-10.

Reason for Classification Decision:

This Central Human Resources position requires reclassification review/action due to staffing and workload changes in the division caused by budget cuts. This position's basic duties and primary functions have remained relatively intact, although the position no longer directly supervises a team. Key/special and

Reclass Request #1279

August 28, 2009

Page 2 of 2

executive projects for the HR Director, oversight/management of and facilitating HR strategy planning and execution, and ongoing management of Central HR's budget are still primary duties of this job.

In its revised role, this position will continue to: plan, organize, manage, and implement a wide variety of ongoing operational and specialized countywide HR and business process initiatives, systems, and projects. Essential functions include: manage special projects with countywide impact that require a high level of independent action and decision-making; provide cross-organizational leadership and cross-functional problem-solving to engage/empower stakeholders at all levels of the organization; lead countywide HR organization strategic planning process to develop and implement strategy, tactics, and measures to achieve organizational excellence; manage strategy execution and key activities to assure organizational alignment, performance accountability, and consistent deployment across departments; design and facilitate planning sessions to ensure countywide HR participation; direct development and implementation of HR Process Evaluation and Improvement Redesign System to strengthen best practices; manage Central HR Division budget and communications; and represent HR Director to Employment Committee.

The new responsibilities and ongoing scope of this position were compared with Human Resources Manager 1 (HRM 1), as well as the Administrative Analyst series and the Management Assistant job class. The HRM 1 classification has the best alignment of functions to this position, and while an HRM 1 may supervise professional staff, the job class also serves as an expert sole contributor in Central HR. The Administrative Analyst series was considered but dismissed as the series lacks strong policy/process development, strategic planning, and cross-organizational leadership which are key assignments of this position. Management Assistant (MA) also has some similarities to this position, but lacks the broad human resources discipline that's needed to complete assigned projects. The MA classification also directly advises the Board of County Commissioners (BCC) and Board Staff and provides staff support to the BCC and outside community agencies which are not key functions of this position. Therefore, our analysis determined the best match for this revised role is the Human Resources Manager 1 (9715) classification.

If you have any questions, please feel free to contact Joi Doi at 503-988-3241.

cc: DCM HR Manager
Leola Warner, HR Maintainer
Class Comp File Copy



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (long form)

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-4 DATE 10/22/09
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only	
Meeting Date:	<u>10/22/09</u>
Agenda Item #:	<u>C-4</u>
Est. Start Time:	<u>9:15 AM</u>
Date Submitted:	<u>10/12/09</u>

BUDGET MODIFICATION: DCM - 06

Agenda Title:	Budget Modification DCM-06, Reclassifying Three Positions in the Division of Assessment, Recording, and Taxation, as Determined by the Class/Comp Unit of Central Human Resources
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Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Requested Meeting Date:	<u>October 22, 2009</u>	Amount of Time Needed:	<u>Consent Calendar</u>
Department:	<u>County Management</u>	Division:	<u>Assessment & Taxation</u>
Contact(s):	<u>Debra Anderson</u>		
Phone:	<u>503-988-6355</u>	Ext.	<u>86355</u>
		I/O Address:	<u>503/1</u>
Presenter(s):	<u>N/A (Consent)</u>		

General Information

1. What action are you requesting from the Board?

The department is requesting Board approval of a budget modification authorizing the reclassification of three positions in the Division of Assessment, Recording, and Taxation (DART).

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The Department of County Management requests Board approval of reclassifications for the following three positions that were approved by the Central Class Comp Unit:

Position Title (Old)	Position Title (New)	Position Number	FTE
A&T Technician 2	Property Appraiser 2 / Real	709276	No FTE Change
A&T Technician 1	Property Appraiser 2 / Real	703204	No FTE Change
A&T Technician 2	Property Appraiser 2 / Real	704519	No FTE Change

DART asked the Central Class Comp Unit to examine the duties of these positions. After review of duties, Class Comp has reclassified all three to the positions identified above. The work load in the Commercial Appraisal Program is such that the current staff cannot complete all mandated tasks. The addition of the three positions will provide additional appraisal resources for the completion of more commercial property appraisals, which will result in higher property tax revenues. Because these vacant positions are being reclassified for this work, this is not considered reorganization, but a reclassification due to changes in business need.

One vacant position was originally budgeted for FY 2010 in Program Offer 72043-Property Assessment -Special Programs. One vacant position was originally budgeted for FY2010 in Program Offer 72039- DCM DART –Ownership. One vacant position was originally budgeted for FY2010 in Program Offer 72044 Personal Property Assessment & Collection. This budget modification transfers three vacant positions to Program Offer 72046 – Commercial Property Appraisal. No immediate changes in performance measures on the current program offers are anticipated by this reclassification.

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

Budget modification detail is attached. The reclassification request is being accomplished within current resources for FY 2010. Salary and fringe/benefits costs will increase by \$9,581 during this fiscal year for these positions. Materials and Services are being reduced by the same amount to cover the increase. Ongoing expenses for these positions will be absorbed within the DART budget.

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

These positions have been reviewed by the Classification/Compensation Unit and have been reclassified.

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

None required.

ATTACHMENT A

Budget Modification

If the request is a Budget Modification, please answer all of the following in detail:

- **What revenue is being changed and why?**
No revenues change.
- **What budgets are increased/decreased?**
The DART budget is adjusted to increase personnel expenses and reduce materials and supplies in the same amount, for no net change.
- **What do the changes accomplish?**
The changes allow DART to recruit for and hire three newly classified Property Appraiser 2 positions in the Commercial Appraisal Program to provide additional resources to complete mandated commercial property appraisals.
- **Do any personnel actions result from this budget modification? Explain.**
Yes. An A&T Technician 1 position and two A&T Technician 2 positions are reclassified to three Property Appraiser 2 / Real positions.
- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**
No changes.
- **Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?**
N/A
- **If a grant, what period does the grant cover?**
- **If a grant, when the grant expires, what are funding plans?**

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

ATTACHMENT B

BUDGET MODIFICATION: DCM - 06

Required Signatures

Elected Official or
Department/
Agency Director:

Mindy Harris

Date: 09/28/09

Budget Analyst:

Debra

Date: 10/12/09

Department HR:

Karin Lambert

Date: 09/28/2009

Countywide HR:

A. Busby

Date: 09/22/09

Budget Modification ID: **DCM 06****EXPENDITURES & REVENUES**

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with SAP.

Budget/Fiscal Year: 2010

Line No.	Fund Center	Fund Code	Program #	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
					Internal Order	Cost Center	WBS Element						
1	72-30	1000	72043	20		706402		60000	506,015	470,437	(35,578)		Decrease Base Pay
2	72-30	1000	72043	20		706402		60130	147,633	137,340	(10,293)		Decrease Salary Related
3	72-30	1000	72043	20		706402		60140	154,651	143,277	(11,374)		Decrease Insurance Benefits
4	72-30	1000	72043	20		706402		60240	2,400	1,000	(1,400)	(58,645)	Decrease Supplies
5	72-30	1000	72039	20		706210		60000	301,121	268,953	(32,168)		Decrease Base Pay
6	72-30	1000	72039	20		706210		60130	88,117	78,811	(9,306)		Decrease Salary Related
7	72-30	1000	72039	20		706210		60140	103,422	92,303	(11,119)		Decrease Insurance Benefits
8	72-30	1000	72039	20		706210		60240	1,500	1,000	(500)		Decrease Supplies
9	72-30	1000	72039	20		706210		60260	700	500	(200)	(53,293)	Decrease Travel & Training
10	72-30	1000	72044	20		706404		60000	600,816	565,238	(35,578)		Decrease Base Pay
11	72-30	1000	72044	20		706404		60130	175,932	165,639	(10,293)		Decrease Salary Related
12	72-30	1000	72044	20		706404		60140	187,699	176,325	(11,374)		Decrease Insurance Benefits
13	72-30	1000	72044	20		706404		60240	3,000	1,000	(2,000)		Decrease Supplies
14	72-30	1000	72044	20		706404		60260	1,400	1,000	(400)		Decrease Travel & Training
15	72-30	1000	72044	20		706404		60270	1,260	260	(1,000)	(60,645)	Decrease Mileage Reimb.
16	72-30	1000	72046	20		706403		60000	486,476	594,806	108,330		Increase Base Pay
17	72-30	1000	72046	20		706403		60130	145,433	179,525	34,092		Increase Salary Related
18	72-30	1000	72046	20		706403		60140	130,775	165,017	34,242		Increase Insurance / Benefits
19	72-30	1000	72046	20		706403		60240	2,400	1,200	(1,200)		Decrease Supplies
20	72-30	1000	72046	20		706403		60260	1,700	1,200	(500)	174,964	Decrease Travel & Training
21	72-30	1000	72047	20		706405		60270	35,100	32,719	(2,381)	(2,381)	Decrease Mileage Reimb.
22										0			
23										0			
24										0			
25	72-10	3500		20		705210		50316		(375)	(375)		Increase Ins Revenue
26	72-10	3500		20		705210		60330		375	375		Increase Ins Expenditure
27										0			
28										0			
29										0			
											0	0	Total - Page 1
											0	0	GRAND TOTAL



Department of County Management
MULTNOMAH COUNTY OREGON
Human Resources

Multnomah Building
501 SE Hawthorne, Suite 400
Portland, Oregon 97214
(503) 988-5015 Phone
(503) 988-3009 Fax

To: Randy Walruff, DCM - DART
From: Candace Busby, Classification and Compensation Unit (503/4) *C Busby*
Date: September 22, 2009
Subject: Reclassification Request # 1326 (Vacant - 709276)

We have completed our review of your request and the decision is outlined below.

Request Information:

Date Request Received: September 15, 2009
Current Classification: A&T Technician 2
Job Class Number: 6451
Pay Grade: 17

Position Number: 709276
Requested Classification: Property Appraiser 2/Real
Job Class Number: 6042
Pay Grade: 24

Request is: Approved as Requested
 Approved - Revised
 Denied

Effective Date: September 22, 2009

Allocated Classification: Property Appraiser 2/Real Job Class Number: 6042

Pay Range: \$46,896.48 to \$57,670.56 annually Pay Grade: 24

Please note this classification decision is subject to all applicable requirements stated in MC Personnel Rule 5-50 and may require Board of County Commissioners' approval. This decision is considered preliminary until such approval is received.

Position Information:

Vacant - see New/Vacant Section

New/Vacant Position Information:

If the position is vacant or incumbent not reclassified with position, position must be filled in accordance with the normal appointment procedures. If position is reclassified due to reorganization, a limited recruitment process may be conducted. Please consult with the Department Human Resources Unit for assistance.

Reason for Classification Decision:

This vacant position will be reallocated from the Special Program Section into the Commercial Section where it will provide additional appraisal resources for the completion of more commercial property appraisals. Major functions of this position include research and analysis of sales information on commercial and industrial property, land and small tracts sales and other appraisal data for use in sales studies and in market value appraisals; inspection of improved property to determine use, condition and construction information to establish a property's highest value and best use; participate in field audits; make value estimates using income, market, and/or cost approaches and correlation of land value estimates with indicated improvements to arrive at an estimated market value of a property. The duties, responsibilities and level of expertise described on the position description are consistent with the Property Appraiser 2/Real (6024) classification.

If you have any questions, please feel free to contact me at 503-988-5015 ext. 24422.

cc: Karin Lamberton, HR Manager
Susan Giesbrecht, HR Analyst
Leola Warner, HR Maintainer
Bryan Lally, Local 88
Class Comp File Copy



Department of County Management
MULTNOMAH COUNTY OREGON
Human Resources

Multnomah Building
501 SE Hawthorne, Suite 400
Portland, Oregon 97214
(503) 988-5015 Phone
(503) 988-3009 Fax

To: Randy Walruff, DCM - DART
From: Candace Busby, Classification and Compensation Unit (503/4) *C Busby*
Date: September 22, 2009
Subject: Reclassification Request # 1327 (Vacant - 703204)

We have completed our review of your request and the decision is outlined below.

Request Information:

Date Request Received: September 15, 2009	Position Number: 703204
Current Classification: A&T Technician 1	Requested Classification: Property Appraiser 2/Real
Job Class Number: 6450	Job Class Number: 6042
Pay Grade: 14	Pay Grade: 24

Request is:	<input checked="" type="checkbox"/> Approved as Requested	Effective Date: September 22, 2009
	<input type="checkbox"/> Approved - Revised	
	<input type="checkbox"/> Denied	

Allocated Classification: Property Appraiser 2/Real	Job Class Number: 6042
Pay Range: \$46,896.48 to \$57,670.56 annually	Pay Grade: 24

Please note this classification decision is subject to all applicable requirements stated in MC Personnel Rule 5-50 and may require Board of County Commissioners' approval. This decision is considered preliminary until such approval is received.

Position Information:

Vacant - see New/Vacant Section

New/Vacant Position Information:

If the position is vacant or incumbent not reclassified with position, position must be filled in accordance with the normal appointment procedures. If position is reclassified due to reorganization, a limited recruitment process may be conducted. Please consult with the Department Human Resources Unit for assistance.

Reason for Classification Decision:

This vacant position will be reallocated from the Customer Service Section into the Commercial Section where it will provide additional appraisal resources for the completion of more commercial property appraisals. Major functions of this position include research and analysis of sales information on commercial and industrial property, land and small tracts sales and other appraisal data for use in sales studies and in market value appraisals; inspection of improved property to determine use, condition and construction information to establish a property's highest value and best use; participate in field audits; make value estimates using income, market, and/or cost approaches and correlation of land value estimates with indicated improvements to arrive at an estimated market value of a property. The duties and responsibilities and level of expertise described on the position description are consistent with the Property Appraiser 2/Real (6024) classification.

If you have any questions, please feel free to contact me at 503-988-5015 ext. 24422.

cc: Karin Lamberton, HR Manager
Susan Giesbrecht, HR Analyst
Leola Warner, HR Maintainer
Bryan Lally, Local 88
Class Comp File Copy



Department of County Management
MULTNOMAH COUNTY OREGON
Human Resources

Multnomah Building
501 SE Hawthorne, Suite 400
Portland, Oregon 97214
(503) 988-5015 Phone
(503) 988-3009 Fax

To: Randy Walruff, DCM - DART
From: Candace Busby, Classification and Compensation Unit (503/4)
Date: September 22, 2009
Subject: Reclassification Request # 1328 (Vacant - 704519)

We have completed our review of your request and the decision is outlined below.

Request Information:

Date Request Received: September 15, 2009
Current Classification: A&T Technician 2
Job Class Number: 6451
Pay Grade: 17

Position Number: 704519
Requested Classification: Property Appraiser 2/Real
Job Class Number: 6042
Pay Grade: 24

Request is: Approved as Requested
 Approved - Revised
 Denied

Effective Date: September 22, 2009

Allocated Classification: Property Appraiser 2/Real Job Class Number: 6042

Pay Range: \$46,896.48 to \$57,670.56 annually Pay Grade: 24

Please note this classification decision is subject to all applicable requirements stated in MC Personnel Rule 5-50 and may require Board of County Commissioners' approval. This decision is considered preliminary until such approval is received.

Position Information:

Vacant - see New/Vacant Section

New/Vacant Position Information:

If the position is vacant or incumbent not reclassified with position, position must be filled in accordance with the normal appointment procedures. If position is reclassified due to reorganization, a limited recruitment process may be conducted. Please consult with the Department Human Resources Unit for assistance.

Reason for Classification Decision:

This vacant position will be reallocated from the Personal Property Section into the Commercial Section where it will provide additional appraisal resources for the completion of more commercial property appraisals. Major functions of this position include research and analysis of sales information on commercial and industrial property, land and small tracts sales and other appraisal data for use in sales studies and in market value appraisals; inspection of improved property to determine use, condition and construction information to establish a property's highest value and best use; participate in field audits; make value estimates using income, market, and/or cost approaches and correlation of land value estimates with indicated improvements to arrive at an estimated market value of a property. The duties, responsibilities and level of expertise described on the position description are consistent with the Property Appraiser 2/Real (6024) classification.

If you have any questions, please feel free to contact me at 503-988-5015 ext. 24422.

cc: Karin Lamberton, HR Manager
Susan Giesbrecht, HR Analyst
Leola Warner, HR Maintainer
Bryan Lally, Local 88
Class Comp File Copy



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (revised 09/22/08)

APPROVED : MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # C-5 DATE 10/22/09
 DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only

Meeting Date: 10/22/09
Agenda Item #: C-5
Est. Start Time: 9:15 AM
Date Submitted: 10/15/09

BUDGET MODIFICATION: DCM-07

**BUDGET MODIFICATION DCM-07 Reclassifying a Finance Technician to a
 Agenda Finance Specialist 1 in FREDS as Determined by the Class/Comp Unit of
 Title: Central Human Resources**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date:	<u>October 22, 2009</u>	Amount of Time Needed:	<u>Consent Calendar</u>
Department:	<u>Department of County Management</u>	Division:	<u>FREDS</u>
Contact(s):	<u>Richard Swift</u>		
Phone:	<u>503 988-5050</u>	Ext.	<u>85353</u>
		I/O Address:	<u>425/2</u>
Presenter(s):	<u>N/A Consent</u>		

General Information

1. What action are you requesting from the Board?

The department is requesting Board approval of budget modification DCM-07 reclassifying a vacant Finance Technician position to a Finance Specialist 1 in FREDS (Fleet, Records, Electronics, and Distribution) Administration.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

This modification reflects a Class/Comp decision on a reclassification request initiated by management. Class/Comp reviewed the submitted job duties and description and concluded that a Finance Specialist 1 was the best fit for the position. The reclassification is effective September 29, 2009.

The position will be responsible for accounts payable, accounts receivable, payroll, fuel usage tracking and reporting, and other miscellaneous administrative support work. These responsibilities are considered routine accounting functions rather than accounting support work. This change impacts program offer 72088 FREDS Administration.

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

The reclassification increases payroll costs in the current year by \$1,965 (\$2,620 on going). Professional services are reduced by a like amount. The pay scale range for a Finance Technician is (\$34,870 - \$42,929) while the pay scale range for a Finance Specialist 1 is (\$38,148 - \$46,896). Personnel cost will increase over time, as the pay scale for the Finance Specialist 1 is higher than a Finance Technician. Ongoing expenses for this position will be absorbed within the FREDS budget.

Service reimbursement from the General Fund to the Risk Fund increases by \$112.

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

N/A

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

N/A

ATTACHMENT A

Budget Modification

If the request is a Budget Modification, please answer all of the following in detail:

- What revenue is being changed and why?

N/A

- What budgets are increased/decreased?

Risk fund increases by \$112

- What do the changes accomplish?

Approval of a classification decision from Human Resources Class/Comp unit that best reflects the functions and duties of this position.

- Do any personnel actions result from this budget modification? Explain.

Reclassification of a vacant Finance Technician position to a Finance Specialist 1 in FREDS Administration.

- How will the county indirect, central finance and human resources and departmental overhead costs be covered?

N/A

- Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?

N/A

- If a grant, what period does the grant cover?

N/A

- If a grant, when the grant expires, what are funding plans?

N/A

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

ATTACHMENT B

BUDGET MODIFICATION: DCM- 07

Required Signatures

**Elected Official
or Department/
Agency Director:**

Mindy Harris

Date: 10/12/09

Budget Analyst:

Debra

Date: 10/15/09

Department HR:

Karin Lambert

Date: 10/15/09

Countywide HR:

Elizabeth H. Hines

Date: 10/12/09

Budget Modification ID: **DCM-07**

EXPENDITURES & REVENUES

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with SAP.

Budget/Fiscal Year: 2010

Line No.	Fund Center	Fund Code	Program #	Func. Area	Internal Order	Accounting Unit		Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
						Cost Center	WBS Element						
1	72-55	3501	72088	20		904000		60000	281,820	283,229	1,409		Permanet
2	72-55	3501	72088	20		904000		60130	82,998	83,442	444		Salary Related
3	72-55	3501	72088	20		904000		60140	67,851	67,963	112		Insurance
4													
5	72-55	3501	72088	20		904000		60170	27,360	25,395	(1,965)		Professional Svcs
6													
7	72-10	3500		20		705210		50316		(112)	(112)		Svc Reim Fleet to Risk fund
8	72-10	3500		20		705210		60330		112	112		Claims Paid
9													
10													
11													
12													
13													
14													
15													
16													
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24													
25													
26													
27													
28													
29													
											0	0	Total - Page 1
											0	0	GRAND TOTAL

ANNUALIZED PERSONNEL CHANGE

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

							ANNUALIZED			
Fund	Job #	HR Org	CC/WBS/IO	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
3501	6027	61347	904000	Finance Technician	701915	(1.00)	(36,269)	(11,414)	(14,208)	(61,891)
3501	6029	61347	904000	Finance Specialist 1	701915	1.00	38,148	12,005	14,358	64,511
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
TOTAL ANNUALIZED CHANGES						0.00	1,879	591	150	2,620

CURRENT YEAR PERSONNEL DOLLAR CHANGE

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

							CURRENT YEAR			
Fund	Job #	HR Org	CC/WBS/IO	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
3501	6027	61347	904000	Finance Technician	701915	(0.75)	(27,202)	(8,560)	(10,656)	(46,418)
3501	6029	61347	904000	Finance Specialist 1	701915	0.75	28,611	9,004	10,768	48,383
										0
										0
										0
										0
										0
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										0
										0
										0
										0
										0
TOTAL CURRENT FY CHANGES						0.00	1,409	444	112	1,965



Department of County Management
MULTNOMAH COUNTY OREGON
Human Resources

Multnomah Building
501 SE Hawthorne, Suite 400
Portland, Oregon 97214
(503) 988-5015 Phone
(503) 988-3009 Fax

To: Rich Swift, FREDS Admin., ext. 85353
From: Elisabeth S. Nunes, Classification and Compensation Unit (503/4)
Date: September 29, 2009
Subject: Reclassification Request #1334 (From Finance Tech. to Finance Specialist 1)

We have completed our review of your request and the decision is outlined below.

Request Information:

Date Request Received: September 24, 2009
Current Classification: Finance Tech.
Job Class Number: 6027
Pay Grade: 14

Position Number: 701915
Requested Classification: Finance Specialist 1
Job Class Number: 6029
Pay Grade: 17

Request is: Approved as Requested
 Approved - Revised
 Denied

Effective Date: September 29, 2009

Allocated Classification: Finance Specialist 1
Pay Range: \$38,147.76 - \$46,896.48

Job Class Number: 6029
Pay Grade: 17

Please note this classification decision is subject to all applicable requirements stated in MC Personnel Rule 5-50 and may require Board of County Commissioners' approval. This decision is considered preliminary until such approval is received.

Position Information:

- Vacant - see New/Vacant Section
 Filled & incumbent reclassified - see Employee Information Section
 Filled & incumbent not reclassified with position See New/Vacant Section

New/Vacant Position Information:

If the position is vacant or incumbent not reclassified with position, position must be filled in accordance with the normal appointment procedures. If position is reclassified due to reorganization, a limited recruitment process may be conducted. Please consult with the Department Human Resources Unit for assistance.

Reason for Classification Decision:

A Finance Technician performs a variety of specialized, technical, and paraprofessional accounting support work in the preparation, review and maintenance of financial records. A Finance Specialist 1 performs routine accounting, and/or fiscal management duties.

This position will be responsible for accounts payable, accounts receivable, payroll, fuel usage tracking and reporting, and other miscellaneous administrative support work. These responsibilities are considered routine accounting functions rather than accounting support work. Therefore, this position best fits the Finance Specialist 1 classification.

If you have any questions, please feel free to contact me at 503-988-5015 ext. 22342.

cc: Karin Lamberton, HR Manager
Leola Warner & Jacqueline Burns, HR Maintainers
Local 88
Class Comp File Copy



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (revised 09/22/08)

Board Clerk Use Only

Meeting Date:	<u>10/22/09</u>
Agenda Item	<u>C-6</u>
Est. Start	<u>9:15 AM</u>
Date	<u>10/13/09</u>

Agenda Title: Amendment 2 to Intergovernmental Expenditure Agreement 4600007218 with the Housing Authority of Portland to Reduce State of Oregon, Oregon Housing and Community Services' Low-Income Rental Housing Fund Award for the Current Fiscal Year

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date:	<u>October 22, 2009</u>	Amount of Time Needed:	<u>N/A</u>
Department:	<u>DCHS</u>	Division:	<u>Community Services Division</u>
Contact(s):	<u>Tiffany Kingery / Mary Li</u>		
Phone:	<u>503.988.6295</u>	Ext.:	<u>22728 / 26787</u>
Presenter(s):	<u>Consent Calendar</u>	I/O Address:	<u>167/2/200</u>

General Information

1. What action are you requesting from the Board?

Review and approval of amendment to IGA with HAP for the reduction of State of Oregon Housing and Community Services (OHCS), Low Income Rental Housing Fund (LIRHF) award.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The Housing Authority of Portland administers the Short-Term Rental Assistance (STRA) Program, which provides rental assistance and emergency voucher funds to families and individuals.

The County recently received notification from OHCS of the reduction for the current fiscal year, and the actual allocation was lower than the original estimated amount of \$123,060.00 allocated during contract origination. As a result, we over allocated funding by \$79,060, which is now being deducted from the Agreement via this amendment. This change impacts Program Offer #25133A.

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

This is a one time only reduction and does not impact the level of service previously established in the contract.

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

This IGA continues to bring current Clearinghouse functions into alignment with the new unified rent assistance system model as identified in the 10 year Plan to End Homelessness.

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

The unified rent assistance system was created in collaboration with the City of Gresham, the City of Portland, and the Housing Authority of Portland. Significant citizen and provider feedback was sought and used throughout the planning process. An Oversight Committee, representing the jurisdictions, providers, and community members was formed and will continue to provide accountability to the new system as it continues to be implemented.

Required Signature

**Elected Official
or Department/
Agency Director:**



Date: 10/09/09

**MULTNOMAH COUNTY SERVICES CONTRACT AMENDMENT
(Amendment to Change Contract Provisions During Contract Term)**

CONTRACT NO. 460007218 - AMENDMENT NO. 2

This is an amendment to Multnomah County Contract No. 460007218 effective July 1, 2008 between Multnomah County, hereinafter referred to as County, and Housing Authority of Portland hereinafter referred to as Contractor.

The parties agree:

- The following changes are made to Contract No. 460007218 effective July 1, 2009 through June 30, 2011:

Funding for Clearing House Services are reduced as described in the table below and detailed in the revised Attachment A: IGA Contract and Release Order.

IGA Line #	Item Description	RO#	RO Line#	Orig. Amt.	Reduction	New Total
1	Clearinghouse Services	45-113038	3	\$123,060	\$79,060	\$44,000

- All other terms and conditions of the contract shall remain the same.

CONTRACTOR DATA AND SIGNATURE

Contractor Name Housing Authority of Portland
135 SW Ash St, Portland, OR 97204
 Phone No. 503.802.8300
 Federal Tax ID# or Social Security: 93.6001547
 Is Contractor a Nonresident alien? Yes No
 Business Designation (check one): Sole Proprietorship Partnership
 Corporation-for profit Corporation-Non-profit
 Other, describe here: _____

Federal tax ID numbers or Social Security numbers are required pursuant to ORS 305.385 and will be used for the administration of state, federal and local laws. Payment information will be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

I have read this Contract Amendment. I understand the Contract Amendment and agree to be bound by its terms.

Signature Title

Name (please print) Date

MULTNOMAH COUNTY SIGNATURE

(This contract is not binding on the County until signed by the Chair or the Chair's designee)

County Chair or Designee Date

Department and County Counsel Approval and Review

Approved: [Signature] 10/1/09
 Department Manager or Designee Date
 Reviewed: APPROVED BY PATRICK HENSEL 9-14-09
 Assistant County Counsel Date

MULTNOMAH COUNTY CONTRACT APPROVAL FORM (CAF)

(See Administrative Procedure CON-1)

Contract #: 4600007218

Pre-approved Contract Boilerplate (with County Attorney signature) Attached Not Attached

Amendment #: 2

Class I Based on Informal / Intermediate Procurement	Class II Based on Formal Procurement	Class III Intergovernmental Contract (IGA)
<input type="checkbox"/> Personal Services Contracts	<input type="checkbox"/> Personal Services Contracts	<input checked="" type="checkbox"/> Expenditure Contract <input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement
PCRB Contract <input type="checkbox"/> Goods or Services <input type="checkbox"/> Maintenance or Licensing Agreement <input type="checkbox"/> Public Works / Construction Contract <input type="checkbox"/> Architectural & Engineering Contract	PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts <input type="checkbox"/> Architectural & Engineering Contracts	
<input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input type="checkbox"/> INTER-DEPARTMENTAL AGREEMENT (IDA)

Department: County Human Services Div/Prog: Community Services Division Date: October 8, 2009
 Originator: Tiffany Kingery Phone: 22728 Bldg/Rm: 167/2/200
 Contact: Sydney Bizzell Roberts Phone: 22701 Bldg/Rm: 167/1/240

Description of Contract This amendment will allow for a reduction in LIRHF funding due to State reductions.

RENEWAL: PREVIOUS CONTRACT #(S): _____ EEO CERTIFICATION EXPIRES: 8.31.08
 PROCUREMENT: IGA
 EXEMPTION OR _____ ISSUE _____ EFFECTIVE _____ END _____
 CITATION # _____ DATE: _____ DATE: _____ DATE: _____

CONTRACTOR IS: MBE WBE ESB QRF State Cert# or Self Cert Non-Profit N/A (Check all boxes that apply)

Contractor	<u>Housing Authority of Portland</u>			Remittance Address	_____
Address	<u>135 SW Ash St</u>			(if different)	_____
City/State	<u>Portland, OR</u>			Payment Schedule / Terms	_____
Zip Code	<u>97204</u>			<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt
Phone	<u>503.802.8300</u>			<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
Employer ID# or SS#	<u>93.6001547</u>			<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other
Contract Effective Date	<u>July 1, 2008</u>	Term Date	<u>June 30, 2011</u>	<input type="checkbox"/> Price Agreement (PA) or Requirements Funding Info:	
Amendment Effect Date	<u>July 1, 2008</u>	New Term Date	<u>June 30, 2011</u>	Original Requirements Amount	\$ _____
Original Contract Amount	\$ <u>1,188,888.00</u>			Requirements Amount Amendment:	\$ _____
Total Amt of Previous Amendments	\$ <u>32,829.00</u>			Requirements Changes Non-Amendment:	\$ _____
Amount of Amendment	\$ <u>(79,060.00)</u>			Total Amount of Requirements	\$ _____
Total Amount of Agreement	\$ <u>1,142,657.00</u>				

REQUIRED SIGNATURES

Department Manager: [Signature] DATE: 10/2/09

Purchasing Manager: _____ DATE: _____

County Attorney: APPROVED BY PATRICIA HENRY DATE: 9-14-09

County Chair: APPROVED BY CHAIR WHEELER DATE: 10-22-09

Sheriff: _____ DATE: _____

Contract Administration: _____ DATE: _____

COMMENTS: SAP Vendor #24226

Exhibit A, Rev. 03/24/06

APPROVED: MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-6 DATE 10/22/09
DEBORAH L. BOGSTAD, BOARD CLERK

OLSON Lou G

From: HENRY Patrick W
Sent: Monday, September 14, 2009 3:42 PM
To: ROBERTS Sydney L
Subject: RE: HAP Amendment 2 for Review

This contract has been reviewed and is approved for circulation for signature.

From: ROBERTS Sydney L
Sent: Tuesday, September 08, 2009 2:21 PM
To: HENRY Patrick W
Subject: HAP Amendment 2 for Review

Good afternoon Patrick – Please find attached Amendment #2 to IGA #4600007218 with the Housing Authority of Portland to reduce LIRHF funding by \$79,060.

This amendment is ready for the Director's signature pending your review and approval.

Thank you!

*Sydney Bizzell Roberts, Contract Specialist
Multnomah County DCHS
421 SW Oak St., Suite 240 - 167/1/240
Portland, OR 97204
P: 503.988.6295, ext. 22701
F: 503.988.3476*

**MULTNOMAH COUNTY SERVICES CONTRACT AMENDMENT
(Amendment to Change Contract Provisions During Contract Term)**

CONTRACT NO. 4600007218 - AMENDMENT NO. 2

This is an amendment to Multnomah County Contract No. 4600007218 effective July 1, 2008 between Multnomah County, hereinafter referred to as County, and Housing Authority of Portland hereinafter referred to as Contractor.

The parties agree:

- The following changes are made to Contract No. 4600007218 effective July 1, 2009 through June 30, 2011:

Funding for Clearing House Services are reduced as described in the table below and detailed in the revised Attachment A: IGA Contract and Release Order.

IGA Line #	Item Description	RO#	RO Line#	Orig. Amt.	Reduction	New Total
1	Clearinghouse Services	45-113038	3	\$123,060	\$79,060	\$44,000

- All other terms and conditions of the contract shall remain the same.

CONTRACTOR DATA AND SIGNATURE

Contractor Name Housing Authority of Portland
135 SW Ash St, Portland, OR 97204

Phone No. 503.802.8300

Federal Tax ID# or Social Security: 93.6001547

Is Contractor a Nonresident alien? Yes No

Business Designation (check one):

<input type="checkbox"/>	Sole Proprietorship	<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Corporation-for profit	<input type="checkbox"/>	Corporation-Non-profit
<input type="checkbox"/>	Other, describe here: _____		

Federal tax ID numbers or Social Security numbers are required pursuant to ORS 305.385 and will be used for the administration of state, federal and local laws. Payment information will be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

I have read this Contract Amendment. I understand the Contract Amendment and agree to be bound by its terms.

Signature _____ Title _____

Name (please print) _____ Date _____

MULTNOMAH COUNTY SIGNATURE

(This contract is not binding on the County until signed by the Chair or the Chair's designee)

[Signature] 10/22/09
 County Chair or Designee Date

Department and County Council Approval and Review

Approved: [Signature] 10/11/09
 Department Manager or Designee Date

Reviewed: APPROVED BY PATRICK HENSLY 9-14-09
 Assistant County Counsel Date

APPROVED : MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # C-6 DATE 10/22/09
 DEBORAH L. BOGSTAD, BOARD CLERK



IGA Contract

Vendor Address

HOUSING AUTHORITY OF PORTLAND
135 SW ASH ST
PORTLAND OR 97204

Information

Contract Number 4600007218
Date 04/17/2008
Vendor No. 24226
Contact/Phone OSCP Services /
Validity Period: 07/01/2008 - 06/30/2011
Minority Indicator: Not Identified

Estimated Target Value: 1,142,657.00 USD

Item	Material/Description	Target Qty	UM	Unit Price
0001	<p>FY 07/08 Contract #4600006735 Program Contact: Tiffany Kingery, 503.988.6295, ext. 22728 ----- 9/24/08 Amendment 1 Effective 7/1/08-6/30/09 Increased line 1 by \$24,007 Increased line 2 by \$8,822 ----- 8/28/09 Amendment 2 Reduced line 1 by \$79,060</p> <p>H50030015 Clearinghouse Services (USD)</p> <p>Plant: F010 County Human Services Requirements Tracking Number: IGA Requisition #: 10043504 Per Invoice/Cost Reimbursement/Req'ts ----- 9/24/08 Amendment 1 Increased line by \$24,007 from \$890,163 to \$914,170 ----- 8/28/09 Amendment 2 Reduced line by \$79,060 from \$914,170 to \$835,110</p>	835,110.000	Dollars	\$ 1.0000
0002	<p>H50030016 Clearinghouse Services Admin (USD)</p> <p>Plant: F010 County Human Services Requirements Tracking Number: IGA Requisition #: 10043504 Per Invoice/Cost Reimbursement/Req'ts ----- 9/24/08 Amendment 1 Increased line by \$8,822 from \$298,725 to \$307,547</p>	307,547.000	Dollars	\$ 1.0000



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (revised 09/22/08)

Board Clerk Use Only

Meeting Date: 10/22/09
Agenda Item #: R-1
Est. Start Time: 9:15 AM
Date Submitted: 10/09/09

Agenda Title: **RESOLUTION Authorizing the County to Make an Internal Loan from the Risk Management Fund to the General Fund of Not More than \$17,500,000 to Provide for Short-Term Cash Flow Requirements**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date: October 22, 2009 **Amount of Time Needed:** 5 minutes
Department: County Management **Division:** Finance & Risk Mgmt.
Contact(s): Mark Campbell
Phone: 503 988-6229 **Ext.** 86629 **I/O Address:** 503/531
Presenter(s): Mark Campbell

General Information

1. What action are you requesting from the Board?

Approval of an internal loan not to exceed \$17.5 million from the Risk Management Fund to the General Fund. The purpose of the loan is to provide for a projected cash flow shortfall resulting from the timing of Property Tax collections.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The General Fund typically experiences a cash flow shortfall each year until Property Taxes are collected. In previous years, the Board has authorized the issuance of short-term Tax and Revenue Anticipation Notes (TRANS) to cover that shortfall.

Oregon Revised Statutes (ORS 294.460) allow the County to loan money from one fund to another fund for any purpose for up to one year. For the current fiscal year, the General Fund cash flow shortfall is estimated to be between \$14 million and \$16 million. There is a sufficient cash balance in the Risk Management Fund to make a loan to the General Fund which will be repaid by the end of November.

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

Analysis of interest rate spreads suggested that the cost of issuing a TRAN could exceed the interest earnings we could expect to receive. This "negative arbitrage" was estimated to cost the General Fund at least \$30,000 and perhaps as much as \$120,000.

There is no impact on the Risk Fund since we intend to repay the internal loan within the month it is made following receipt of Property Tax revenues.

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

One year inter-fund loans are authorized in Oregon Revised Statutes.

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

N/A

Required Signature

**Elected Official or
Department/
Agency Director:**

Mindy Harris

Date: 10/09/09



Department of County Management

MULTNOMAH COUNTY OREGON

Finance & Risk Management Division

TO: Mindy Harris, Interim Director, Department of County Management

FROM: Mark Campbell, Sr. Revenue & Financial Analyst

DATE: October 5, 2009

SUBJECT: Options for Funding Short Term General Fund Cash Flow Shortfall

The County General Fund (CGF) typically experiences a cash flow deficit prior to the collection of Property Tax revenues. We are not unique in this regard. It is a common occurrence for most government jurisdictions in Oregon that rely on the Property Tax to fund operations.

The purpose of this memorandum is to explain why and when the shortfall occurs, present options to cover the shortfall in FY 2010, and to recommend a preferred option.

Overview

Property Tax is the largest single source of revenue in the CGF. It normally accounts for approximately 65% of total CGF revenues. Tax bills are mailed in October, with tax payments due on November 15. Most other CGF revenues are received on a fairly regular (i.e., monthly, quarterly) basis with one significant exception. The Business Income Tax (BIT) for most taxpayers is due on April 15 and the BIT typically accounts for 10% - 15% of total CGF revenue.

On the expense side, payroll costs account for roughly 65% of CGF expenditures. Payroll expenses occur on a regular, bi-weekly or semi-monthly, basis. Expenditures, therefore, normally exceed available revenue at some point prior to the receipt of Property Tax revenues. There are times it is possible to avoid a CGF cash shortfall because Beginning Working Capital (BWC), when combined with other revenue collections, is sufficient to cover expenses until Property Tax payments are recorded. However, this has been a fairly rare occurrence over the past several years.

Options Available to Cover a Cash Flow Shortfall

The County strives to maintain a positive cash balance in all funds throughout the year. Each year, following adoption of the annual budget, the County Treasurer prepares a forecast of the cash flow needs in the CGF and reviews that forecast with other Finance & Risk Management staff in addition to the County's Budget Director.

The County's Financial Policies present two distinct options for financing a CGF cash flow shortfall. The County may issue debt, as outlined in the policy on Short-term and Long-term Debt Financings:

"If it is determined by the Finance & Risk Management Division that the General Fund cash flow requirements may be in a deficit position prior to receiving property tax revenues, the County may issue short-term debt to meet anticipated cash requirements."

Likewise, state law provides the County with the ability to execute an interfund loan. The County's policy on Interfund and Insubstance Loans states:

"Interfund loans are subject to ORS 294.460 and are designed to provide financing resources to address cash flow needs in County operations or capital financing plans."

The policy limits the funds that may make an interfund loan. A loan "shall not be made from reserve, debt service, or any other fund restricted by law, constitutional provisions, bond covenants, grantor requirements, Board resolutions or ordinances unless the restrictions on these funds allow for the purpose of the interfund loan."

In general, this limitation suggests that a loan to the General Fund be made from an Internal Service Fund. As defined in policy the County's internal service funds include – Risk Management, Fleet Management, Information Technology, Mail/Distribution, and Facilities Management.

Recently, one other alternative for financing a CGF cash flow shortfall became available. The American Recovery and Reinvestment Act (ARRA) was signed into law on February 17, 2009. It contains a number of provisions related to the issuance of municipal debt. Of particular relevance to the question of how the County might finance a short-term cash flow shortfall is a provision that increases the existing limits on bank qualified loans.

Prior to ARRA there was a \$10 million limit on tax-exempt, bank loans. ARRA increased that limit to \$30 million. The increase provides a greater degree of flexibility in addressing the County's cash flow needs when the forecast shortfall is expected to be greater than \$10 million.

Implications for FY 2010

The anticipated CGF cash flow shortfall as of the end of October is estimated to be approximately **\$15.5 million**. This is based on analysis completed in mid-September following August month-end closing. *Attachment 1* provides a summary of the estimated shortfall along with a forecast for the year-end CGF balance.

Each option described above offers some advantages and disadvantages. In general, however, they range in order of preference as follows:

1. Internal Loan
2. Bank Qualified Loan
3. Short-Term Borrowing

All three options require Board approval. The order of preference noted here primarily reflects the availability of cash, the cost of issuance, and the time required to secure a loan. *Attachment 2* presents a table that highlights the pro's and con's associated with each financing option.

Historically, the County has issued short-term, tax and revenue anticipation notes (TRAN) to finance the cash flow shortfall. There were two principal reasons why this approach was chosen. First, and foremost, BWC in the CGF was typically not large enough to cover the cash flow deficit, and, until 1999, the County did not have the option to finance the shortfall through an internal loan.

Issuing a TRAN also offered the ability to generate additional interest earnings for the CGF by "playing the yield curve." More often than not the cost of short-term borrowing (the interest rate paid) is lower than the interest rate that can be earned by investing the proceeds. That spread could often be up to half a percent. A \$20 million short-term loan that was repaid within the fiscal year could, therefore, generate up to \$100,000 in additional interest earnings for the CGF.

Internal loans became an option as a result of revisions to Oregon Budget Law which occurred during the 1999 legislative session. The County has typically used internal loans to finance capital projects when the cost of issuing bonds would be prohibitive. For example, the Dunthorpe-Riverdale Sanitary Service District is currently repaying an internal loan from the Risk Management Fund that supports upgrades to a sewage treatment plant. A debt issue was ruled out as an option because the district serves a relatively small number of customers over whom the financing costs would have been spread.

As noted above, the funds from which an internal loan can be made are fairly limited. An internal loan to finance the CGF cash flow shortfall has become a more viable option in recent years. Through prudent application of Financial Policies and financial management practices we have accumulated fairly large balances in a couple of the County's internal service funds. Last year, for example, the balance in the Risk Management Fund was approximately 28% of total annual revenues. This level of reserves provides the County with a great deal of flexibility in assessing the options for short-term borrowing.

Until recently a bank qualification, or Banker's Note, was not an option the County would consider to cover the CGF cash flow shortfall. Before implementation of the ARRA provisions bank qualified loans for tax-exempt entities were limited to \$10 million. In most years the shortfall has exceeded this amount. ARRA, however, increased the amount to \$30 million and this would be sufficient to cover the shortfall in most years.

A bank loan has many of the same features as a TRAN. The Board is required to authorize the County to enter into the loan agreement, interest is generally charged at market rates, and there are some costs associated with issuance of the loan. But, unlike a TRAN, the loan is not subject to rating by Moody's and the time required to secure the loan is generally measured in days rather than weeks.

Summary and Recommendations

The CGF typically experiences a cash flow shortfall prior to the receipt of Property Tax revenues. It is short-term in nature, normally not longer than six to eight weeks in duration. Under the County's existing Financial Policies, as well as state and federal legislation, there are a few options available to finance the shortfall.

In years when the interest rate environment is favorable the County can realize positive interest arbitrage earnings. This would tend to make the issuance of a TRAN the recommended option for covering the CGF shortfall. However, the economic downturn has caused yields to decline and, based on analysis of current market trends, a TRAN is not a good option this year. The current yield on the County's investment portfolio is slightly more than 1.25% while it is likely that a one-year TRAN would have a true interest cost of 2% or more.

In addition, if we were to issue a TRAN it would take approximately eight weeks to secure the proceeds. That process should have begun in June or July in order to effectively cover the CGF shortfall. A bank loan, however, could be secured within two weeks. The interest on a bank qualification would be similar to the interest charged on a TRAN. But, the County could minimize the cost of borrowing by restricting the loan to a period that would not exceed the necessity of covering the cash flow shortfall. The County would also not be required to secure a rating from Moody's nor would there be a need to utilize Financial Advisor services. All these factors make a bank qualified loan a much more attractive option than issuing a TRAN at this time.

The recommended option, given an analysis of all the factors involved, is to request that the Board authorize a short-term, interfund loan from the Risk Management Fund to the CGF. This is the option that was used in FY 2009 (Resolution # 08-147) and most of the same factors apply again this year.

It is estimated that an internal loan of up to \$17.5 million would be sufficient to cover the projected CGF cash flow shortfall (and any potential contingencies) in the current fiscal year. There is sufficient cash in the Risk Management Fund to make this loan. The resolution can be drafted to direct that the loan be made in October and repaid at the end of November which would effectively limit the impact on interest earnings in the Risk Management Fund. In addition, there is no requirement to accrue an interest payment on the loan. It is, therefore, the lowest cost, least time consuming option available to the County.

Based on the considerations noted above it is recommended that the Board authorize an internal loan to cover the anticipated CGF cash flow shortfall. A resolution can be prepared and brought forward on October 22nd to authorize a loan from the Risk Management Fund to the General Fund. It is also recommended that the matrix outlined in *Attachment 2* be used to guide future decisions regarding the appropriate option for financing short-term cash flow shortfalls.

Attachment 1

Multnomah County, Oregon

General Fund Cash Flow Summary - Projected For Fiscal Year 2009-2010

	Budget	Maximum Deficit (October 31)	Year-End Forecast
Beginning Balance	\$ 23,133	\$ 29,984	\$ 29,984
Property Taxes	221,248	1,210	220,877
Other Taxes	61,942	16,546	59,397
Intergovernmental	26,807	5,663	25,279
Interest Earnings	2,260	(1,503)	2,147
Other Receipts	45,797	22,749	39,842
Total Revenue	\$ 381,188	\$ 74,650	\$ 377,527
Personal Services	\$ 202,905	\$ 66,384	\$ 197,597
Contractual Services	59,476	14,979	57,190
Materials & Supplies	15,198	5,336	14,657
Internal Services	45,710	14,127	44,204
Debt Service	940	13	13
Capital Outlay	317	39	192
Cash Transfers	23,778	1,500	21,965
Total Spending & Cash Transfers	\$ 348,325	\$ 102,377	\$ 335,818
Excess/(Shortfall)	\$ 32,863	\$ (27,727)	\$ 41,709
Cash & Current Assets (Trial Balance)		12,235	
Net Excess/(Shortfall)		\$ (15,492)	

Attachment 2

Options to Finance Short-Term Cash Flow

	TRAN	Tax Exempt Bank Loan	Internal Loan
Amount Required	\$17,500,000	\$17,500,000	\$17,500,000
Interest Cost ⁽¹⁾	1.8% - 2.5%	2% - 2.25%	N/A
Other Issuance Costs	\$30,000 - \$50,000	\$1,000 - \$2,000	N/A
Duration of Loan	1 Year	3 Months	1 Month
Potential Arbitrage	Negative	Slightly Negative	N/A
Time Needed to Secure Funds	8 - 10 Weeks	2 Weeks	Board Resolution
Moody's Rating Required	Yes	No	No

Notes:

(1) Interest Rates Estimated at Time of Borrowing, TRAN Estimate Based on Offerings of Comparable OR Jurisdictions, No Interest Payment Required on Internal Loan if Duration is Less Than One Year.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Authorizing the County to Make an Internal Loan from the Risk Management Fund to the General Fund of Not More than \$17,500,000 to Provide for Short-Term Cash Flow Requirements

The Multnomah County Board of Commissioners Finds:

- a. Property Tax is the largest source of revenue in the General Fund. Property tax revenues are not due and payable until November 15th.
- b. The General Fund typically experiences a cash flow deficit prior to the time that property taxes are collected.
- c. In previous years, the County has authorized the Chief Financial Officer to enter into short-term borrowing to offset the projected cash flow deficit.
- d. Staff has analyzed the General Fund cash flow needs and the prospects for short-term borrowing. Interest rate spreads present an unacceptable level of risk at this time.
- e. The General Fund has sufficient cash as of June 30, 2009, to limit the amount required to bridge the anticipated cash flow shortfall prior to November 15th.
- f. Oregon Revised Statutes (ORS 294.460) allow local governments to loan money from one fund to another fund for any purpose for up to one year.
- g. There is sufficient cash in the Risk Management Fund to make a loan to the General Fund.
- h. The General Fund cash flow shortfall prior to November 15th is estimated to be between \$14,000,000 and \$16,000,000. By this action the Board will authorize a loan not to exceed \$17,500,000 in order to provide for any unanticipated change in the General Fund's cash position.
- i. The General Fund will repay the Risk Management Fund no later than November 30, 2009 in order that interest will not be accrued on the loan.

The Multnomah County Board of Commissioners Resolves:

1. The County authorizes the Chief Financial Officer to make the necessary accounting transactions in FY 2009-10 to loan up to \$17,500,000 from the Risk Management Fund to the General Fund to cover the anticipated cash flow shortfall.
2. The General Fund will reimburse the Risk Management Fund for the entire amount of the loan no later than November 30, 2009.

ADOPTED this 22nd day of October, 2009

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Agnes Sowle, County Attorney

SUBMITTED BY:

Mindy Harris, Interim Director, Department of County Management

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

RESOLUTION NO. 09-128

Authorizing the County to Make an Internal Loan from the Risk Management Fund to the General Fund of Not More than \$17,500,000 to Provide for Short-Term Cash Flow Requirements

The Multnomah County Board of Commissioners Finds:

- a. Property Tax is the largest source of revenue in the General Fund. Property tax revenues are not due and payable until November 15th.
- b. The General Fund typically experiences a cash flow deficit prior to the time that property taxes are collected.
- c. In previous years, the County has authorized the Chief Financial Officer to enter into short-term borrowing to offset the projected cash flow deficit.
- d. Staff has analyzed the General Fund cash flow needs and the prospects for short-term borrowing. Interest rate spreads present an unacceptable level of risk at this time.
- e. The General Fund has sufficient cash as of June 30, 2009, to limit the amount required to bridge the anticipated cash flow shortfall prior to November 15th.
- f. Oregon Revised Statutes (ORS 294.460) allow local governments to loan money from one fund to another fund for any purpose for up to one year.
- g. There is sufficient cash in the Risk Management Fund to make a loan to the General Fund.
- h. The General Fund cash flow shortfall prior to November 15th is estimated to be between \$14,000,000 and \$16,000,000. By this action the Board will authorize a loan not to exceed \$17,500,000 in order to provide for any unanticipated change in the General Fund's cash position.
- i. The General Fund will repay the Risk Management Fund no later than November 30, 2009 in order that interest will not be accrued on the loan.

The Multnomah County Board of Commissioners Resolves:

1. The County authorizes the Chief Financial Officer to make the necessary accounting transactions in FY 2009-10 to loan up to \$17,500,000 from the Risk Management Fund to the General Fund to cover the anticipated cash flow shortfall.
2. The General Fund will reimburse the Risk Management Fund for the entire amount of the loan no later than November 30, 2009.

ADOPTED this 22nd day of October, 2009



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 

Agnes Sowle, County Attorney

SUBMITTED BY:

Mindy Harris, Interim Director, Department of County Management



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (long form)

APPROVED : MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # R-2 DATE 10/22/09
 DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only

Meeting Date: 10/22/09
 Agenda Item #: R-2
 Est. Start Time: 9:25 AM
 Date Submitted: 10/08/09

BUDGET MODIFICATION: PROJECT REALLOCATION: FPM 10-01

Reallocation of Facilities Capital Project Funds FPM 10-01, Justice Center Jail
Agenda Shower Repair Project (CP08.08.62) and Multnomah County Inverness Jail
Title: Dorm Shower Improvements Project (CP08.09.45)

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

Requested Meeting Date: October 22, 2009 **Amount of Time Needed:** 10 minutes
Department: County Management **Division:** FPM
Contact(s): John Lindenthal, Gail Hochhalter, Mike Andersen
Phone: 503-988-4213 **Ext.** x84213 **I/O Address:** 274/1
Presenter(s): John Lindenthal, Capt. Rai Adgers

General Information

1. What action are you requesting from the Board?

Requested action is to transfer budget expenditure authority from the Justice Center Cell Window Replacement (\$338,000) project to the following projects:

1. Justice Center Shower Repair project (CP08.08.62) in the amount of \$108,000. This will change the total FY10 project budget authorization from \$281,600 to \$389,600.
2. Multnomah County Inverness Jail Shower project (CP08.09.45) in the amount of \$230,000.transfer. This will change the total FY10 project budget authorization from \$255,800 to \$485,800.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The Board included the following Budget Note in the FY05 Adopted Budget. No reallocation of funds from capital or maintenance projects shall occur without review and approval from the Chief Financial Officer. Projects that will exceed their budgeted appropriation in excess of five percent up to \$25,000 will need to be approved by the Chief Financial Officer; over \$25,000 will need to be

brought back to the Board for approval. Facilities shall report to the Board on a semi-annual basis the progress of capital projects and the financial status of capital and maintenance projects.” This filing is in response to that requirement and complies with the new County Administrative Procedure, Fin-15, created to implement this process.

The Justice Center shower project was awarded in April 2009 and the contract signed May 20, 2009. Sixteen showers have been upgraded as of September 1, 2009 with 34 more to finish. The initial completion was early December 2009. Soon after July 1, 2009 the MSCO informed us that they could no longer provide us full access to a complete floor resulting in cost impacts to the project due to labor inefficiencies (\$18,000 x Floors 5, 6, and 8 = \$54,000). The expected completion date is now April 2010. The extended schedule increases architectural fees and project management costs approximately \$16,000. To compound budget woes, the plumbing portion of the work which was contracted separately was underestimated and actual costs have quadrupled – primarily due to the need to conduct a major portion of the work during off-hours (\$38,000). Total project impact is an additional \$108,000. New FY10 project total will be \$389,600 with this change.

The Multnomah County Inverness Jail Dorm Shower Improvements project original plan was to resurface or replace the existing shower units. The original scope of work and budget was developed based on removal of old coating or tile and the application of the new Polyspec system. As the first shower unit was demolished, other issues were discovered that raised suspicions on the original construction. As a consequence, all three construction phases were core drilled to determine the existing condition of the showers. Only the first construction phase had pan liners installed. This was a hidden condition and was not anticipated. A solution to correct this condition was developed. The proposal is to only do the most critical showers at this time. A follow-on project will be developed to repair the rest of the facilities dorm showers. The additional cost is approximately \$14,000 per dorm. Therefore, construction repairs on dorm shower units (2 thru 11) will be an additional \$141,000. Escorts are being utilized to allow general contractor to dispose of demolition materials from Dorm Shower areas. Increases in project management, MCSO escort costs and maintaining a small contingency are estimated at \$89,000. Total project impact is an additional \$230,000. New FY10 project total will be \$485,800 with this change.

Note: The cost to do all 18 Dorm Shower Units would be an additional \$484,000 for a project total of \$733,000.

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

Fiscal year FY09: No overall fiscal impact. Transfer budget expenditure authority from the Justice Center Cell Window Replacement (\$338,000) project to the following projects:

1. Justice Center Shower Repair project (CP08.08.62) in the amount of \$108,000.
2. Multnomah County Inverness Jail Shower project (CP08.09.45) in the amount of \$230,000.

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

None.

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

None.

ATTACHMENT A

Budget Modification

If the request is a Budget Modification, please answer all of the following in detail:

- What revenue is being changed and why?

N/A

- What budgets are increased/decreased?

No budget change except at project level.

- What do the changes accomplish?

N/A

- Do any personnel actions result from this budget modification? Explain.

No

- How will the county indirect, central finance and human resources and departmental overhead costs be covered?

N/A

- Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?

N/A

- If a grant, what period does the grant cover?

N/A

- If a grant, when the grant expires, what are funding plans?

N/A

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

ATTACHMENT B

BUDGET MODIFICATION: PROJECT REALLOCATION: FPM 10-01

Required Signatures

**Facilities and
Property
Management
Director:**



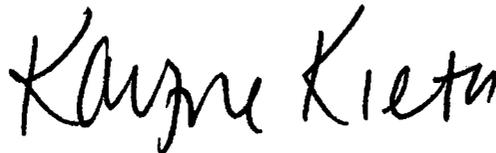
Date: 10/08/09

**Chief Financial
Officer:**



Date: 10/07/09

Budget Director:



Date: 10/08/09

Attachment B

Project Reallocation Formal Board Approval: FPM10-01

EXPENDITURES & REVENUES

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with MERLIN.

Line No.	Fund Center	Fund Code	Formal FPM	Accounting Unit		Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Cost Center	WBS Element						
1	72-50	2507			CP08.08.57	60530	(377,700)	(39,700)	338,000		B119 JC-Cell Window Replace
2	72-50	2507			CP08.08.62	60530	(281,600)	(389,600)	(108,000)		B119 JC-Showers Repairs
3	72-50	2507			CP08.09.45	60530	(255,800)	(485,800)	(230,000)		B 314 Additional Dorm Showers
4											
5											
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#1

MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk

This form is a public record

MEETING DATE: 10/22/09

SUBJECT: "DEATH BY MEDICINE"
HEALTH CARE - INJURED HOSPITAL EMPLOYEE

AGENDA NUMBER OR TOPIC:

FOR: _____ AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: PAUL ADOLPH PHILLIPS

ADDRESS: 1212 SW CLAY APT 217

CITY/STATE/ZIP: Portland OR 97201

PHONE: _____ DAYS: _____ EVES: _____

EMAIL: _____ FAX: _____

SPECIFIC ISSUE: HORRIBLE HEALTH CARE ISSUES

WRITTEN TESTIMONY:

IF YOU WISH TO ADDRESS THE BOARD:

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

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

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

#2

BEFORE MULTNOMAH COUNTY'S BOARD OF COMMISSIONERS

Date: October 22, 2009

Mr. Chairman Wheeler, I want to thank you for making me aware of the rumors that have sprung up around my efforts to call attention to systemic corruption in the Sheriff's Office. It is clear from your recent communication that a concerted effort is being made to prevent our current Sheriff from learning about the multimillion dollar theft and money laundering scheme that was overseen by former Sheriff Giusto.

Sheriff Bob Skipper was recruited out of retirement for the express purpose of cleaning up the ethical debris left in the wake of Bernie Giusto's term as Sheriff of Multnomah County. I have been attempting to meet with Sheriff Bob Skipper for nearly a year now. We were very close on one occasion, after Sheriff Skipper personally ordered his staff to schedule an appointment with me. Unfortunately, I was called to a court appearance on short notice in Marion County and could not keep the appointment. Months later, during a brief chance encounter, Sheriff Skipper told me that no one informed him of the numerous written apologies and attempts to reschedule I left with his front office. We both assumed the problem would shortly be ironed out. So much for assumptions.

Bernie Giusto was found by Multnomah County Circuit Court Judge Marilyn Litzenberger to have engaged in conduct constituting the Felony Offense of Simulating legal process. Dan Staten, who, unless there is intervention, will become Bernie Giusto's successor, testified before Judge Litzenberger that he furthered Bernie Giusto's agenda and actually committed the SAME felonious acts. Deputy Staten's sworn testimony is an admission of a FELONY Offense. Before Dan Staten becomes Sheriff, the audio recording that he audaciously made of himself doing what Simulating legal process is, needs to be retrieved and reviewed, as well as the audio of his sworn testimony before Judge Litzenberger and the Judge's ten page OPINION AND ORDER in case number 060545988, wherein Bernie Giusto is named as the bad guy.

I have information to download to responsible County people, regardless of whether Dan Staten is sworn in. Studying the corruption and plotting the extent of its organization for many years is increasing my risk factors. Please schedule the opportunity for me to begin sharing the information I wish I had never heard about.

Thanks,

Richard L. Koenig, P.O. Box 5755, Portland, Oregon [97228]

The following is the section of Oregon Revised Statutes describing the crime of "Simulating legal process".

162.355 Simulating legal process. (1) a person commits the crime of simulating legal process if the person knowingly issues or delivers to another person any document that in form or substance falsely simulates civil or criminal process.

(2) As used in this section:

(a) "Civil or criminal process" means a document or order, including, but not limited to, a summons, lien, complaint, warrant, injunction, writ, notice, pleading or subpoena, that is issued by a court or that is filed or recorded for purposes of:

(A) Exercising jurisdiction;

(B) Representing a claim against a person or property;

(C) Directing a person to appear before a court or tribunal; or

(D) Directing a person of perform or refrain from performing a specified act.

(b) "Person" has the meaning given that term in ORS 161.015, except that in relation to a defendant, "person" means a human being, a corporate or private corporation, an unincorporated association or a partnership.

(3) Simulating legal process is a Class C felony.

This section is attached to the presentation of Richard L. Koenig before the Multnomah County Board Of Commissioners on October 22, 2009 as an exhibit



Ted Wheeler, Multnomah County Chair

501 SE Hawthorne Blvd., Suite 600
Portland, Oregon 97214
Phone: (503) 988-3308
Email: mult.chair@co.multnomah.or.us

October 20, 2009

Richard L. Koenig
P.O. Box 5755
Portland, Oregon 97228

Re: Telephone Communications with Multnomah County Employees and Officials

Dear Mr. Koenig:

In 1999 and again in 2003, former County Chairs Beverly Stein and Diane Linn forwarded letters to you prohibiting you from calling County phone or fax numbers because of your disruptive, inappropriate and verbally abusive communications with County employees.

I am informed that, once again, you are contacting employees of various County departments by telephone in such a manner as to be disruptive of County business. Specifically, employees of Department of Community Justice, the Sheriff's Office, the Citizen Involvement Committee, the County Attorney's Office, the Commissioner's offices and my office have reported repeated use of profanity and angry diatribes against various individual employees over the past few weeks.

This disruptive and abusive behavior is simply unacceptable. Therefore, you are prohibited from calling County telephone or fax numbers. If you have a question or want to provide information to any County employee, you must submit your question or information in writing by regular mail.

The Oregon law dealing with criminal telephone harassment, ORS 166.090, provides that a caller may be prosecuted if he "causes [another] person's telephone to ring" after he has been prohibited from doing so by a person exercising lawful authority over the receiving telephone.

Be advised that if you do not comply with the directive to cease contacting County employees by telephone, the County will press charges for telephonic harassment.

Sincerely,

Ted Wheeler
Multnomah County Chair



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (revised 09/22/08)

APPROVED : MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # R-3 DATE 10/22/09
 DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only

Meeting Date: 10/22/09
Agenda Item #: R-3
Est. Start Time: 9:30 AM
Date Submitted: 10/14/09

BUDGET MODIFICATION: DCJ- 04

Agenda Title: BUDGET MODIFICATION DCJ-04 Reducing One Full-Time AFSCME Local-88 Position and Restoring the Services Through an Intergovernmental Agreement with Multnomah Education Service District

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date:	<u>October 22, 2009</u>	Amount of Time Needed:	<u>5 minutes</u>
Department:	<u>Dept. of Community Justice</u>	Division:	<u>Juvenile Services Division</u>
Contact(s):	<u>Shaun Coldwell</u>		
Phone:	<u>503-988-3961</u>	Ext.	<u>83961</u>
		I/O Address:	<u>503 / 250</u>
Presenter(s):	<u>Rob Halverson</u>		

General Information

1. What action are you requesting from the Board?

The Department of Community Justice (DCJ) requests approval of a budget modification which reduces one full-time Basic Skills Educator position and instead provides these services with Multnomah Education Services District (MESD) via an Intergovernmental Agreement (IGA).

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The Basic Skills Educator (BSE) position works in the Juvenile Accountability/GOALS program within DCJ (FY 2010 program offer 50016). This position provides educational services to youth on probation assigned to the Day Reporting Center (DRC).

This budget modification eliminates the BSE position and instead uses the funding for an IGA with Multnomah Education Service District (MESD) for one year, beginning November 1, 2009. An IGA with MESD is the preferred approach because the certified teacher provides credibility to the program, has the flexibility to adjust curriculum as needed, and allows credit acquisition. This will

further align DCJ's juvenile education programming with our primary education service provider, MESD, allowing youth in the juvenile justice system access to a variety of assessment tools and supportive programs, as well as oversight of the teaching staff by a professional educational administrator. During the first year, DCJ and MESD will pursue agreements with local school districts to pass state funds to MESD to fund the education service in the DRC. It is anticipated that these agreements will fully fund the education service in FY 2011.

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

For FY 2010 the annualized budgeted cost for the BSE position is \$79,167. With the position ending November 7, 2009, the estimated actual cost for that position is \$27,708 and the amount of the IGA with MESD is \$48,000. This results in a savings of \$3,459 which will be used to offset State reductions in year one of the 2009-2011 biennium.

\$79,167	FY 2010 annualized budgeted cost of BSE position
(\$27,708)	estimated actual cost of BSE position through November 7, 2009
(\$48,000)	IGA amount with MESD beginning November 1, 2009
\$3,459	balance / amount remaining to offset State Reductions

Beginning in FY 2011 these services will be self-sustaining as agreements between MESD and local school districts will be in place in order to fully fund these education services with Average Daily Membership (ADM) dollars from the State. The ongoing fiscal savings are as follows;

\$83,125	ongoing annualized cost of BSE position (est. 5% increase from FY 2010)
\$0	IGA amount with MESD fully funded by agreements with local school districts for State funding
\$83,125	balance / amount remaining

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

In accordance with the AFSCME Local-88 Collective Bargaining Agreement (CBA) provisions, the current incumbent in this position will exercise layoff and bumping rights.

Per the AFSCME Local-88 CBA (Article 19, II, Intergovernmental Agreements) the County may enter into intergovernmental agreements that could affect the transfer of employees provided that the Union Business Representative and/or President has been notified of the specific plan and it's probable impact at least thirty (30) days prior to the adoption of the annual budget or formal budget modification. Union notification was made verbally on August 6, 2009 followed by written communication dated August 7, 2009. In a letter dated September 9, 2009 DCJ responded to Local-88's proposal and in addition recognized this as an Intergovernmental Agreement (IGA) with MESD rather than a contract.

This budget modification was originally scheduled to go before the Board of County Commissioners (BCC) on September 10, 2009. At the September 10th meeting it was moved and seconded to postpone this budget modification to a later date, as more time to review the action was requested. If this budget modification is approved by the BCC, DCJ HR will issue a letter to the employees affected and any resulting layoffs or bumping will occur 15 days later.

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

n/a

ATTACHMENT A

Budget Modification

If the request is a **Budget Modification**, please answer all of the following in detail:

- **What revenue is being changed and why?**
N/A because this budget modification redistributes County General Fund.
- **What budgets are increased/decreased?**
N/A
- **What do the changes accomplish?**
The elimination of 1.00 AFSCME Local-88 position in order to have those services provided by Multnomah Education Service district (MESD).
- **Do any personnel actions result from this budget modification? Explain.**
One full-time Basic Skills Educator position is eliminated on November 7, 2009. The incumbent in this position will exercise layoff and bumping rights per the AFSCME Local-88 Collective Bargaining Agreement (CBA).
- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**
N/A
- **Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?**
N/A
- **If a grant, what period does the grant cover?**
N/A
- **If a grant, when the grant expires, what are funding plans?**
N/A

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

ATTACHMENT B

BUDGET MODIFICATION: DCJ - 04

Required Signatures

Elected Official or
Department/
Agency Director:

Kathleen Treb for Scott Taylor

Date: 10/13/09

Budget Analyst:

[Signature]

Date: 10/13/09

Department HR:

James J. Opoka

Date: 10/13/09

Countywide HR:

Tami Graves

Date: 10/13/09

Budget Modification ID: **DCJ-04**

EXPENDITURES & REVENUES

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with SAP.

Budget/Fiscal Year: 2010

Line No.	Fund Center	Fund Code	Program #	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
					Internal Order	Cost Center	WBS Element						
1	50-50	1000	50016A	50		506900		60000	505,537	473,222	(32,315)		Salary
2	50-50	1000	50016A	50		506900		60130	146,605	137,234	(9,371)		Fringe
3	50-50	1000	50016A	50		506900		60140	145,445	135,672	(9,773)		Insurance
4	50-50	1000	50016A	50		506900		60170	9,000	57,000	48,000		Professional Svcs-MESD
5	50-50	1000	50016A	50		506900		60240	5,922	9,381	3,459		Supplies
6										0		0	Eliminate 0.65 FTE BSE position and add professional services
7										0			
8	72-10	3500		20		705210		50316		9,773	9,773		Insurance Revenue
9	72-10	3500		20		705210		60330		(9,773)	(9,773)		Claims Paid
10										0			
11										0			
12										0			
13										0			
14										0			
15										0			
16										0			
17										0			
18										0			
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21										0			
22										0			
23										0			
24										0			
25										0			
26										0			
27										0			
28										0			
											0	0	Total - Page 1
											0	0	GRAND TOTAL

ANNUALIZED PERSONNEL CHANGE

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

							ANNUALIZED			
Fund	Job #	HR Org	CC/WBS/IO	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1000	6344	61893	506900	Basic Skills Educator	713707	(1.00)	(49,715)	(14,417)	(15,035)	(79,167)
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
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										0
										0
										0
										0
										0
										0
TOTAL ANNUALIZED CHANGES						(1.00)	(49,715)	(14,417)	(15,035)	(79,167)

CURRENT YEAR PERSONNEL DOLLAR CHANGE

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

							CURRENT YEAR			
Fund	Job #	HR Org	CC/WBS/IO	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1000	6344	61893	506900	Basic Skills Educator	713707	(0.65)	(32,315)	(9,371)	(9,773)	(51,459)
										0
				Position ends 11/7/09						0
										0
										0
										0
										0
										0
										0
										0
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										0
										0
										0
										0
										0
										0
										0
										0
TOTAL CURRENT FY CHANGES						(0.65)	(32,315)	(9,371)	(9,773)	(51,459)



Department of County Management

MULTNOMAH COUNTY OREGON

Human Resources Division

501 SE Hawthorne, 4th Floor
Portland, Oregon 97214-3587
(503) 988-5015 phone
(503) 988-5670 fax

August 7, 2009 (Rev. Aug. 11, 2009)

Bryan Lally
AFSCME Local 88
6025 E. Burnside Street
Portland OR 97215

RE: Contracting Notice and Impact

Bryan,

On August 6, 2009, the Department of Community Justice notified you of its intent to eliminate one (1) full-time Basic Skills Educator (BSE) position in the Juvenile GOALS Program and its plan for the work to be contracted with Multnomah Education Service District (MESD) for a year, during which DCJ will pursue agreements with local school districts to fund this position thereafter. In accordance with AFSCME Local 88 Collective Bargaining Agreement (CBA) provisions, the current BSE may exercise layoff and bumping rights.

Whereas certain work currently performed by AFSCME Local 88 members is proposed to be reassigned to employees outside of the bargaining unit, and such a change constitutes "contracting out" as defined by the Local 88 CBA, I am providing notice as required by Article 19, I, Contracting, sections A-C which states as follows:

I. Contracting

A. Limitations on Contracting

The County may contract or subcontract out work performed by employees in this bargaining unit regardless of impact on employees, including but not limited to layoff. In any instance in which such contracting or subcontracting would result in layoff, however and the County is unable to find suitable or comparable alternative employment for the employees, this contract or subcontracting will occur only if it was anticipated and considered as part of the budgeting process and the Union Business Representative and/or President has been notified of the specific plan and its probable impact at least thirty (30) days prior to adoption of the annual budget, referred to as the "Adopted Budget", or formal Board consideration of budget modifications.

B. Meeting with the Union

1. Layoffs

The County agrees to meet with the Union to discuss the effect of proposed contracting out or subcontracting which would result in layoff prior to the presentation of the proposal to the Board for adoption. The County further agrees to meet with the Union, at its request, to explore the alternative of work force reduction by attrition.

2. Contract Reviews

Parties agree to meet during the term of this agreement for the purpose of reviewing work that is contracted out, such as custodial work and the feasibility of such work being performed by bargaining unit employees.

3. Contracting In

The County and the Union also agree to allow the opportunity to bid on work which is being considered for contracting out in accordance with a procedure that is mutually agreed upon by the County and the Union.

C. No Interference with Contract

Any contracting out of bargaining unit work under the terms of this article shall be bound exclusively by the exercise of the discretion of the Board of County Commissioners, and any appropriate elected executive, subject only to the limitations of this article and laws in effect at the time of execution of this Agreement. This exercise of discretion shall specifically not be bound by the requirements of any Initiative Petition, or law promulgated thereto, which becomes effective subsequent to the execution of this Agreement.

The specific plan entails:

1. Eliminating one (1) Basic Skills Educator position from the Juvenile Accountability/GOALS Program.
2. Contracting with Multnomah Education Service District to fund a .5 FTE to provide educational services to at-risk youth under the purview of Multnomah County Juvenile Services Division.
3. Effective upon approval of the Board of County Commissioners, Multnomah Education Service District will assume responsibility for providing these educational services to the youth under our jurisdiction.

The impacts will be:

- One (1) full-time Basic Skills Educator will be eliminated from the Juvenile Accountability/GOALS Program and will have enough countywide seniority to bump the least senior full-time Basic Skills Educator. That employee is assigned currently to the Londer Learning Center in the Adult Services Division.
- The displaced full-time Basic Skills Educator will have rights to a regular part-time Basic Skills Educator, which is currently filled with a probationary employee.
- The part-time probationary employee will be terminated in accordance with Local 88 CBA.

This budget modification is to be considered by the Multnomah County Board of County Commissioners on **September 10, 2009**. This notice is being provided to AFSCME Local 88 in accordance with the above cited provisions in the collective bargaining agreement.

Members of the Department of Community Justice and I are available to meet with you and members of your executive team should you want to discuss the effects of the proposed changes prior to the presentation of the budget modification to the Board of County Commissioners for formal action.

Sincerely,



Blaise M. Lamphier
Labor Relations Manager

cc: Becky Steward, AFSME Local 88 President
Travis Graves, HR Director
Carol Brown, Deputy HR Director
Scott Taylor, DCJ Director
David Koch, Assistant Director
James Opoka, DCJ HR Manager



Department of Community Justice

MULTNOMAH COUNTY OREGON

Administrative Services

501 SE Hawthorne Blvd., Suite 250
Portland, Oregon 97214
(503) 988-3701 phone
(503) 988-3990 fax

September 9, 2009

Bryan Lally
AFSCME Local 88
6025 E. Burnside Street
Portland, OR 97215

RE: Contracting In Proposal

Bryan:

Thank you for the proposal regarding retention of the Basic Skills Educator position that is being considered for contracting out to the Multnomah Educational Service District. While the proposal addresses how AFSCME Local 88 would have the Department of Community Justice provide the same level of staffing offered by the Multnomah Educational Service District, the majority of this proposal focuses on steps that the department would need to take in order to provide the same level of education service to youth in the program, including:

- The Department of Community Justice obtaining formal recognition from the Oregon Department of Education as an educational program.
- The Department of Community Justice securing an agreement with Portland Public Schools (PPS) and other school districts to allow Average Daily Membership funds to pass from the Oregon Department of Education to the Department of Community Justice.
- The Department of Community Justice exploring again the implementation of web based education software programs such as MAPS and PLATO.

Community Justice Manager Rob Halverson spoke with the Oregon Department of Education on September 8, 2009. Based on information from the Oregon Department of Education, it is not realistic for the Department of Community Justice to become an Oregon Department of Education recognized educational program. According to the Oregon Department of Education, the service planned in the Education Support Center falls under the rules for alternative education programs found in Oregon Administrative Rules 581-022-1350 and 581-021-0072. Several obstacles make it impractical for the Department of Community Justice to become an accredited alternative education program, most notably the lack of management

expertise and training to operate an educational program. We do not have a manager who is licensed to provide professional supervision of teachers and oversight of special education services. The Multnomah Educational Service District is already recognized by the Oregon Department of Education as an educational program. As such, they are able to provide educational services in compliance with applicable laws and rules.

Even if the Department of Community Justice could become an Oregon Department of Education recognized educational program, the department would then have to pursue agreements with Portland Public Schools and other Multnomah County school districts to allow Average Daily Membership funds to pass from the Oregon Department of Education to the Department of Community Justice. It is unknown if the department would be able to secure such agreements and how quickly. The Multnomah Educational Service District currently has such an agreement in place for youth in the Department of Community Justice's Residential Alcohol and Drug program. The Department of Community Justice has found support from the Multnomah Educational Service District and Portland Public Schools to create an agreement to allow Average Daily Membership funds to pass from the Oregon Department of Education to the Multnomah Educational Service District for the Education Support Center within a year. This will allow the education service in the program to become self-funding. Agreements with other Multnomah County school districts are also being pursued.

With regard to Ms. Maiterth maintaining her certification without formal supervision, the Oregon Department of Education said that this is incorrect and that for Ms. Maiterth to retain her teaching certification she must be under properly-licensed supervision. It is also contrary to our desire to provide high-quality, professionally-supervised education to our highest-risk youth. The Multnomah Educational Service District is currently set up and has the staff to provide formal supervision to licensed teachers.

You also propose that the Department of Community Justice should explore again the implementation of web based education software programs. As stated in the document provided to AFSCME Local 88, the chief barrier to this has been county network security. County Information Technology has stated that a solution may be possible, but no progress has been made after a year of trying. The Multnomah Educational Service District is willing to contract with the Department of Community Justice to provide network access and computers to deliver standard assessment and credit retrieval programming immediately. They already have the education software programs, including MAPS and PLATO, in place. This would be included in the agreement between the Department of Community Justice and the Multnomah Educational Service District. AFSCME Local 88's proposal does not address how the County's network security concerns can be addressed.

Finally, AFSCME Local 88 asserts that the ninety percent (90%) reconnection rate demonstrates the highly-successful nature of Ms. Maiterth's education program. While it is true that Ms. Maiterth helped contribute to the success of the former Day Reporting Center, it should be understood that the connection between the Education Support Center and school reconnection is new, and that the ninety percent (90%) reconnection rate was the result of the work and effectiveness of the School Reconnection Service, formerly called the Education Success Team. The

Education Support Center is envisioned as an enhancement to the School Reconnection Service, providing behavioral and education readiness training so youth reconnected with school will have a better chance of success.

Given the reasons described above, the Department of Community Justice does not consider AFSCME Local 88's proposal to be viable. The department does not believe that the proposal is able to provide the same level of education services and support for the cost being proposed by Multnomah Educational Service District.

Upon closer review of the proposed contracting out with Multnomah Educational Service District, it has been determined that the Multnomah Educational Service District is designated by the State of Oregon as a government agency. Per Article 19, Section II of the AFSCME Local 88 Collective Bargaining Agreement and Oregon Revised Statutes 236.610 through 236.650, the transfer of work between the Department of Community Justice and the Multnomah Educational Service District will require an intergovernmental agreement. The notice requirements for the contracting out of work and the transfer of work between government agencies via an intergovernmental agreement is the same. Therefore, the notice provided to AFSCME Local 88 on August 7, 2009 and revised on August 11, 2009, meets these requirements.

In accordance with the Oregon Revised Statutes, Ms. Maiterth will be offered an opportunity to transfer with the work to the part-time position at the Multnomah Educational Service District and the terms and conditions will be included in the intergovernmental agreement. If Ms. Maiterth declines to transfer, she will exercise her layoff and bumping rights as described in her letter dated August 25, 2008.

The budget modification transferring the work of the Basic Skills Educator to the Multnomah Educational Service District is to be considered by the Multnomah County Board of County Commissioners on **Thursday, September 10, 2009**. A copy of your proposal and this response will be provided to them prior to the board meeting.

If you have questions, please contact me at 503-988-4171.

Sincerely,

David Koch
Assistant Director
Department of Community Justice

Copy: Becky Steward, AFSCME Local 88 President
Lori Ubell, DCJ Chief Union Steward
Carol Brown, Deputy HR Director
Blaise Lamphier, Labor Relations Manager
Scott Taylor, Department Director
James Opoka, DCJ HR Manager



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (revised 09/22/08)

Board Clerk Use Only

Meeting Date: 10/22/09
Agenda Item #: R-4
Est. Start Time: 9:35 AM
Date Submitted: 10/06/09

Agenda Title: **Second Reading and Possible Adoption of an ORDINANCE Amending Multnomah County Code Chapter 21.406, Ambulance Staffing**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date: October 22, 2009 **Amount of Time Needed:** 5 mins
Department: Health **Division:** Health Officer/EMS
Contact(s): Bill Collins / Gary Oxman, MD
Phone: 988-3220 **Ext.** 83220 **I/O Address:** 160/7
Presenter(s): Bill Collins / Gary Oxman

General Information

1. **What action are you requesting from the Board?**
 Approve second reading and Adopt Ordinance amending MCC 21.406.
2. **Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.**
 From time to time conditions may exist, such as inclement weather, disasters, illness that would limit the number of ambulances that could be deployed with two paramedics. This change would allow a temporary staffing change to one paramedic and one EMT-Basic.
3. **Explain the fiscal impact (current year and ongoing).**
 None
4. **Explain any legal and/or policy issues involved.**
 None
5. **Explain any citizen and/or other government participation that has or will take place.**
 Discussions with the paramedic's union have taken place.

Required Signature

**Elected Official or
Department/
Agency Director:**

Lillian Shirley

Date: 09-29-09

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

Amending MCC §21.406, Ambulance Staffing

(Language ~~stricken~~ is deleted; double underlined language is new.)

Multnomah County Ordains as follows:

Section 1. MCC 21.406 is amended as follows:

§ 21.406 Ambulance Staffing.

(A) ALS ambulances responding to emergency calls shall be staffed with two EMT-Paramedics.

(B) ALS ambulances transferring patients from hospitals to other facilities may be staffed at the minimum with one EMT-Paramedic and one EMT-Basic.

(C) The EMSMD shall specify staffing requirements for critical care ambulances if such a license is required under this subchapter.

(D) All other ambulances will be staffed with EMT-Basic or EMT-Intermediates whose orders and level of service will be specified by the EMSMD and which will allow for the medically appropriate transportation of patients with the most cost effective staffing.

(E) Notwithstanding subsections (A) – (D), the EMS Medical Director (EMSMD) may temporarily alter staffing as necessary to meet public health needs during extraordinary circumstances which overwhelm the emergency transport system or cause a shortage of ambulances, including, but not limited to: mass casualty incidents, natural or man caused disasters, inclement weather, mass illness, epidemics.

(1) Certain of these events may require immediate action. Therefore, the EMSMD may issue standing orders for such events and shall make administrative rules for the implementation of those orders.

(2) The duration of any staffing alteration made under this subsection shall be limited to the period that coincides with that of the extraordinary event that was deemed to have been cause for the necessity of invoking the authority given under this subsection.

(3) Should the extraordinary circumstances persist for longer than 15 days, the EMSMD shall notify the Board of Commissioners that an alteration of ambulance staffing has

been implemented, the reasons for the necessity to continue the staffing alteration beyond 15 days and the estimated date that normal staffing as required in subsections (A) - (D) will resume. The EMSMD shall make a new notification to the Board every 15 days thereafter until normal staffing has resumed.

(4) The authority given herein to the EMSMD notwithstanding, the Board may order the EMSMD to rescind a particular alteration of staffing at any time that the Board deems reasonable.

(5) In the event of a sanctioned strike against or a lock-out by the ASA contract provider, the provider shall not be allowed to staff ambulances differently than as required in subsections (A) – (D) above.

FIRST READING:

October 15, 2009

SECOND READING AND ADOPTION:

October 22, 2009

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By Jacqueline A. Weber, Assistant County Attorney

SUBMITTED BY:
Lillian Shirley, Director of the Department of Health

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 1147

Amending MCC §21.406, Ambulance Staffing

(Language ~~stricken~~ is deleted; double underlined language is new.)

Multnomah County Ordains as follows:

Section 1. MCC 21.406 is amended as follows:

§ 21.406 Ambulance Staffing.

(A) ALS ambulances responding to emergency calls shall be staffed with two EMT-Paramedics.

(B) ALS ambulances transferring patients from hospitals to other facilities may be staffed at the minimum with one EMT-Paramedic and one EMT-Basic.

(C) The EMSMD shall specify staffing requirements for critical care ambulances if such a license is required under this subchapter.

(D) All other ambulances will be staffed with EMT-Basic or EMT-Intermediates whose orders and level of service will be specified by the EMSMD and which will allow for the medically appropriate transportation of patients with the most cost effective staffing.

(E) Notwithstanding subsections (A) – (D), the EMS Medical Director (EMSMD) may temporarily alter staffing as necessary to meet public health needs during extraordinary circumstances which overwhelm the emergency transport system or cause a shortage of ambulances, including, but not limited to: mass casualty incidents, natural or man caused disasters, inclement weather, mass illness, epidemics.

(1) Certain of these events may require immediate action. Therefore, the EMSMD may issue standing orders for such events and shall make administrative rules for the implementation of those orders.

(2) The duration of any staffing alteration made under this subsection shall be limited to the period that coincides with that of the extraordinary event that was deemed to have been cause for the necessity of invoking the authority given under this subsection.

(3) Should the extraordinary circumstances persist for longer than 15 days, the EMSMD shall notify the Board of Commissioners that an alteration of ambulance staffing has

been implemented, the reasons for the necessity to continue the staffing alteration beyond 15 days and the estimated date that normal staffing as required in subsections (A) - (D) will resume. The EMSMD shall make a new notification to the Board every 15 days thereafter until normal staffing has resumed.

(4) The authority given herein to the EMSMD notwithstanding, the Board may order the EMSMD to rescind a particular alteration of staffing at any time that the Board deems reasonable.

(5) In the event of a sanctioned strike against or a lock-out by the ASA contract provider, the provider shall not be allowed to staff ambulances differently than as required in subsections (A) - (D) above.

FIRST READING:

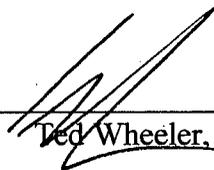
October 15, 2009

SECOND READING AND ADOPTION:

October 22, 2009



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By Jacqueline A. Weber by jac
Jacqueline A. Weber, Assistant County Attorney

SUBMITTED BY:

Lillian Shirley, Director of the Department of Health



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (revised 09/22/08)

Board Clerk Use Only

Meeting Date: 10/22/09
 Agenda Item #: R-5
 Est. Start Time: 9:40 AM
 Date Submitted: 10/07/09

Agenda Title: First Reading of an ORDINANCE Amending the Multnomah County Flood Hazard Regulations to Adopt Updated Flood Insurance Rate Maps and to Incorporate Changes to the State's Model Flood Ordinance

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date: October 22, 2009 Amount of Time Needed: 15-minutes
 Department: Community Services Division: Land Use & Transportation Planning
 Contact(s): Adam Barber
 Phone: 503.988.3043 Ext. 22599 I/O Address: 455/1/116
 Presenter(s): Adam Barber, Senior Planner

General Information

1. What action are you requesting from the Board?

Approval First Reading of an ORDINANCE Amending the Multnomah County Flood Hazard Regulations to Adopt Updated Flood Insurance Rate Maps and to Incorporate Changes to the State's Model Flood Ordinance.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

In September of 2008, Multnomah County was informed by the Federal Emergency Management Agency (FEMA) that FEMA had completed the draft update of National FIRMs in digital format (DFIRM) and update to the associated FIS for Multnomah County. The DFIRM and FIS show the extent of the 100-year flood (areas where flood probably equals a 1-percent chance of being equaled or exceed in any given year) and will be used by federally regulated lending institutions and insurance agents in determining who must purchase flood insurance and the cost of that insurance should it be necessary. These documents, which are exhibits to the ordinance, are oversized and are not included with the Board packet but are available for review upon request.

In June of 2009, Multnomah County was informed by FEMA that the revised FIRMs and FIS will become effective on December 18th, 2009. Multnomah County must show evidence FIRM and FIS adoption prior to this date as a condition of continued eligibility in the NFIP in addition to the adoption of floodplain management regulations that meet the standards of Paragraph 60.3(d) of the NFIP.

NFIP regulations were updated to prohibit the establishment of new manufactured dwellings in the floodplain, with exception to the replacement of an existing lawfully established manufactured dwelling. Additionally, new manufactured dwellings in the regulatory floodway, and new structures accessory to a manufactured dwelling, must now be elevated at least 18-inches above the base flood elevation (BFE). The current elevation requirement for both types of structures is 12-inches. Proposed changes are necessary to ensure that the building codes limit risk of flood related hazards as envisioned in Comprehensive Plan Policy 14, to implement Metro Title 3 (Water Quality, Flood Management and Fish and Wildlife Conservation), and to ensure property owners maintain eligibility for insurance through the NFIP.

The Planning Commission is recommending proposed amendments to the county's Flood Hazard regulations. This ordinance is used to review proposed development generally within the 100-year floodplain. These amendments adopt revised Flood Insurance Rate Maps (FIRM), a revised Flood Insurance Study (FIS) and ensure compliance with floodplain management regulations that meet the standards of Paragraph 60.3(d) of the National Flood Insurance Program (NFIP). This action also completes an element of the Multnomah County Hazard Mitigation Plan, Action Item Lt 1.6.

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

There are no anticipated fiscal impacts to the county as a result of these ordinance amendments. The proposed revisions will allow the county's continued participation in the NFIP which enables citizens to purchase flood insurance.

A mandatory change to the regulations involves the prohibition of new manufactured dwellings in the regulatory floodway, unless the dwelling is replacing a lawfully established, existing manufactured dwelling. Although an owner of vacant land could still construct a traditionally constructed dwelling in the floodway, this would likely result in higher project costs. Residential development requests in the regulatory floodway (areas of moving flood waters) are extremely rare in our jurisdiction and therefore we do not anticipate this change having widespread impact on development requests.

Another mandatory change requires new manufactured dwellings and new structures accessory to manufactured dwellings located anywhere in the floodplain to be elevated 18-inches above the flood level as opposed to the current 12-inch elevation requirement. Although this could increase construction costs, the increase is not expected to be significant.

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

Multnomah County is responsible for administration of a local floodplain management ordinance that must contain, at a minimum, Federal regulation requirements of the NFIP that provide performance standards for activities in the floodplains. Deficiencies in the county's local floodplain management ordinance have been identified related to manufactured dwelling construction, and to development of structures accessory to manufactured dwellings. This proposed ordinance corrects these deficiencies.

Additionally, this ordinance adopts recent updates to the county's FIRMs and FIS as required by FEMA. The county will be disqualified from participation in the National Flood Insurance Program if the new maps and study are not made effective by December 18th, 2009. Citizens would no longer be able to purchase flood insurance if the county were disqualified from this national program.

Ordinance changes also limit review of development within the 1996-storm inundation areas to lands inside the Metro Jurisdictional Boundary. Current code requires review countywide when development is proposed in areas inundated in 1996. This requirement exceeds Metro Title 3 requirements and also results in the regulation of large portions of Sauvie Island inside the flood protection levee. The Planning Commission has carefully considered this issue on a number of occasions and recommends the Board amend the ordinance to only require review inside the Metro jurisdictional boundary for development within the 1996-storm inundation area. This change is consistent with Metro Title 3 provisions.

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

County staff conducted a joint public meeting with staff from FEMA and DLCD on November 18th, 2008 to introduce the new maps and study to the public. All owners of property within the 100-year floodplain were invited. Notice of the September 14th, 2008 Planning Commission Hearing was mailed to all owners of unincorporated property either within the 100-year floodplain or within the areas mapped as being inundated during the 1996-storm event and notice of this Board of County Commissioners hearing was published in the Oregonian newspaper. FEMA and the DLCD have both been notified of this project and proposed ordinance changes. In addition, the Sauvie Island Drainage Company and Multnomah County Drainage District also participated in this code revision process.

Required Signature

**Elected Official or
Department/
Agency Director:**



Date: 10/06/09



MULTNOMAH COUNTY
LAND USE AND TRANSPORTATION PROGRAM
1600 SE 190th Avenue Portland, OR 97233
PH: 503-988-3043 FAX: 503-988-3389
<http://www.co.multnomah.or.us/landuse>

EXHIBIT 1

STAFF REPORT

AMENDMENTS TO ZONING CODE CHAPTER 29 - FLOOD HAZARD REGULATIONS

PLANNING COMMISSION HEARING SEPTEMBER 14TH, 2009 CASE FILE # PC-09-002

The Federal Emergency Management Agency (FEMA) has undertaken a nationwide initiative to modernize National Flood Insurance Program maps by providing the maps in a digital format for the first time. These maps are referred to as Digital Flood Insurance Rate Maps, or 'DFIRM'. The DFIRM maps were created using detailed topography data and therefore are more accurate than the paper FEMA flood maps produced for the unincorporated county in the 1980s currently being used by the planning program. The associated Flood Insurance Study (FIS) for Unincorporated Multnomah County has also recently been updated as part of the Map Modernization initiative. The DFIRM maps identify areas that are expected to be inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year. This is commonly referred to as the 100-year flood. The FIS provides hydraulic information for numerous watercourse sections around the county. An engineer typically uses both the DFIRM maps along with the FIS data to design a project.

The amended maps and FIS report will become effective December 18th, 2009. The county is required to adopt the maps and report by reference within the implementing ordinance prior to this date to remain in compliance with the National Flood Insurance Program. The county's participation in this program allows citizens to purchase flood insurance meaning this project must move through the legislative process quickly.

Although the new maps do not differ dramatically from the existing flood maps, county staff has been proactive in alerting the community to the changes. FEMA and the county jointly hosted a community meeting in Gresham November 18th, 2008 to discuss the draft map and report revisions with the public. Meeting notice was published in the 'Oregonian' newspaper, posted on the county's land use planning webpage and all owners of property within the 100-year floodplain were notified of the November meeting by mail as well as all recognized neighborhood associations in the unincorporated county. The draft flood maps, which were recently finalized by FEMA, were also made available for review on the county's land use webpage.

In addition to the amendments adopting the new flood maps and study, staff is proposing minor amendments required to keep county code aligned with the most recent version of the Oregon Model Flood ordinance. This staff report also incorporates the minor ordinance change recommended by the Planning Commission at the February 2nd, 2009 briefing to only require development review within the 1996-storm inundation areas when located *inside* the Metro Jurisdictional Boundary consistent with Metro's Title 3 requirements. Current code requires Flood Hazard review inside the 1996-inundation area in all portions of the unincorporated county exceeding requirements codified in Metro's Title 3 regulations.

PROPOSED ORDINANCE CHANGES ARE PRESENTED BELOW

Proposed changes to the Zoning Code are shown by ~~strikethrough~~ for language to be deleted and double underlining for language to be added. Staff comments within each section below are shown in *italic* font. The following symbols represent a gap in regulations not central to the topic being discussed: (* * *)

§ 29.601 Definitions.

For the purpose of this subchapter, the following definitions shall apply:

(* * *)

AREAS OF SPECIAL FLOOD HAZARD. All lands contained within the 100-year flood boundary as identified on the Flood Boundary and Floodway Maps and the Flood Insurance Rate Maps (FIRM) as published by the Federal Emergency Management Agency (FEMA), and the area of inundation for the February, 1996 flood when located outside of the flood areas identified on the Flood Insurance Rate Maps within the Metro Jurisdictional Boundary.

The Areas of Special Flood Hazard identified by the Federal Insurance Administration in the ~~most recent~~ scientific and engineering report entitled “The Flood Insurance Study, Multnomah County, Oregon and Unincorporated Areas”, with accompanying Flood Insurance Rate Maps (FIRM) effective December 18th, 2009, are hereby adopted by reference. Maps produced by the Metro Data Regional Center that identify the area of inundation for the February 1996 flood are also adopted by reference. The Flood Insurance Study is on file at the Multnomah County Planning Office. The best available information for flood hazard area identification as outlined in MCC 29.608 shall be the basis for regulation until a new FIRM is issued.

These maps may be periodically revised or modified by FEMA in accordance with prescribed procedures pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (P.L. 92-234). In order to employ the best available information and maintain compliance with Federal Flood Insurance Program regulations, Multnomah County shall ~~utilize~~ adopt any such revisions or modifications ~~upon their effective date~~.

Staff Comment: The addition of language “within the Metro Jurisdictional Boundary” limits regulation of development in the 1996-flood inundation area to those areas inside the Metro Jurisdictional Boundary, as required by Metro. As previously discussed with the Planning Commission, this would alleviate the need for a landowner on the interior of Sauvie Island, behind the flood protection levee, to obtain a flood hazard permit for development within the 1996-flood inundation area. Landowners on Sauvie Island, and all other portions of the unincorporated county, will still need to obtain a Flood Hazard permit for development within the 100-year floodplain and for projects altering a watercourse.

FEMA staff indicated the effective date for the FIRM maps and associated FIS report must be specified in the county’s Flood Hazard ordinance and that the existing self executing “most recent” language should be removed as it is not sufficient to adopt the revised maps and report. Changes to the last sentence also clarify that the county must adopt future revisions or modifications by specific reference.

(* * *)

BELOW-GRADE CRAWL SPACE. An enclosed area below the base flood elevation in which the interior grade is not more than two feet below the lowest adjacent exterior grade and the height, measured from the interior grade of the crawlspace to the top of the crawlspace foundation, does not exceed 4 feet at any point.

(* * *)

STATE BUILDING CODE. Means the combined specialty codes.

Staff: These are both new definitions provided in the Oregon model ordinance to help clarify existing terms. Adding these definitions is not required but doing so is recommended for clarity.

§ 29.606 Development Standards.

(* * *)

(C) Residential Structures.

New construction and substantial improvement of any residential structure, including manufactured homes not considered a Critical Facility, shall:

- (1) Have the lowest floor, including basement, elevated to at least one foot above the base flood elevation. All manufactured homes to be placed or substantially improved shall be elevated on a permanent foundation such that the finished floor of the manufactured home is elevated to a minimum of 18 inches above the base flood elevation. The top of the dwelling stand for all manufactured homes subject to this provision shall be at least 12 inches above the base flood elevation (see 2002 Oregon Manufactured Dwelling and Parks Specialty Code, Chapter 3).

Staff Comment: (The draft language above is identical to the changes proposed during the August 10th Worksession): The Oregon Model Flood Damage Prevention Ordinance now requires the finished floor of a new manufactured dwelling to be elevated at least 18-inches above floodwaters, as opposed to dwellings of traditional construction, which must be elevated at least 12-inches above the flood. The county must adopt this provision. Due to the different construction techniques, significant damage can occur to the manufactured dwelling structure if the floor were to get wet due to warping of the entire structure. The extra 6-inch elevation decreases the likelihood of this occurring.

§ 29.607 Floodway Requirements.

In areas identified as a floodway in MCC 29.602, the following restrictions, in addition to the requirements of MCC 29.606, shall apply:

(* * *)

(C) New manufactured dwellings are prohibited in the floodway. An existing, lawfully established manufactured dwelling located in the floodway may be replaced with either a manufactured dwelling, or a dwelling of traditional construction.

(D) A proposed structure accessory to a manufactured dwelling shall have the finished floor elevated a minimum of 18-inches above the base flood elevation.

Staff Comment: The Oregon Model Flood Damage Prevention Ordinance prohibits placement of new manufactured dwellings in the floodway, with exception to replacement of manufactured dwelling previously approved in the floodway. A temporary rule within the Oregon Manufactured Dwelling and Park Specialty Code allowing new manufactured dwellings in the floodway has expired. An existing, permitted manufactured home can be replaced in the floodway if all applicable development permits are obtained which requires that a Professional Engineer verify the manufactured home will be properly attached to its foundation so that it will not threaten life, health, property or the general public. The model ordinance was also amended to require all proposed structures accessory to a manufactured dwelling in the floodway to be elevated 18-inches above flood waters. Sub (C) and (D) above are both required changes.

Staff indicated within the August Worksession staff report that the County was not required to apply the 18-inch elevation standard to proposed structures accessory to a traditionally constructed dwelling in the floodway which generated an in-depth technical discussion. The Commission's feedback centered on the concept that rules should be applied consistently and that it may be worth considering applying the 18-inch elevation requirement to all accessory structures in the floodway. After further research, Staff is recommending the Planning Commission adopt the required language above which would limit the 18-inch elevation requirement to new manufactured dwellings replacing an existing manufactured dwelling and to new structures in the floodway accessory to a manufactured dwelling.

Applying the 18-inch elevation requirement to all accessory structures in the floodway will not achieve consistency when looking at the larger picture. For example, traditionally constructed homes could still build to 12-inches above the floodwaters whereas the corresponding accessory structure would be required to be elevated higher than what would likely be the more valuable dwelling. In this example, Staff would not be able to adequately explain this obvious inconsistency to an owner who might find it hard to justify why he or she would need to incur the extra expense of constructing the accessory structure higher than the home.

The August Worksession discussion also explored the concept of requiring all homes and accessory structures in the floodway to be elevated to 18-inches. Staff with DLCDC confirmed that an additional reduction in flood insurance would not occur unless structures were elevated to 24-inches. Staff believes that requiring all structures in the floodway to elevate either to 18-inches, or 24-inches, should include a broader policy discussion that falls outside the limited scope of this project.

In one sense, consistency is achieved in staff's proposed language above by subjecting all construction in the floodway to FEMA's minimum required flood protection elevation standards which have been determined by FEMA to adequately protect a structure from flooding. The draft language would avoid requiring an owner build to a higher standard when the risk of flooding has not proportionately increased. Requiring some forms of construction to arbitrarily meet a higher standard in an attempt to address inconsistencies in the state's regulations might be considered to be unreasonable and unnecessary.

BEFORE THE PLANNING COMMISSION
for MULTNOMAH COUNTY, OREGON

RESOLUTION NO. PC-09-002

In the matter of recommending that the Board of Commissioners adopt revisions to the county DFIRM maps and amend County Building Code Chapter 29 pertaining to Flood Hazards.

The Planning Commission of Multnomah County Finds:

- a. The Planning Commission is authorized by Multnomah County Code Chapter 37 to recommend to the Board of County Commissioners the adoption, revision, or repeal of regulations intended to carry out all or part of a plan adopted by the Board.
- b. Flood Hazard regulations implement Policy 14 of the County Comprehensive Framework Plan, for Development Limitations, and related provisions of the County's Rural Area Plans. The regulations apply to certain rural unincorporated lands that are generally within the 100 year flood boundary as identified by the Federal Emergency Management Agency (FEMA).
- c. In June of 2009, Multnomah County was informed by the Federal Emergency Management Agency (FEMA) that the revised Flood Insurance Rate Maps (FIRM) and Flood Insurance Study (FIS) will become effective on December 18th, 2009. The DFIRM and FIS show the extent of the 100-year flood (areas where flood probably equals a 1-percent chance of being equaled or exceeded in any given year).
- d. Multnomah County must adopt the FIRM and FIS prior to December 18th, 2009 as a condition of continued eligibility in the NFIP in addition to the adoption of floodplain management regulations that meet the standards of Paragraph 60.3(d) of the NFIP.
- e. Multnomah County code must also be amended to provide additional flood protection to manufactured dwellings and structures accessory to manufactured dwellings. Other optional revisions include addition of definitions and changes requiring flood hazard review within areas inundated during the 1996 flood only when located inside of the metro boundary to better align with Metro Title 3 requirements.
- f. Proposed changes are necessary to ensure that the building codes limit risk of flood related hazards as envisioned in Policy 14, to implement Metro Title 3 (Water Quality, Flood Management and Fish and Wildlife Conservation), and to ensure property owners maintain eligibility for insurance through the NFIP.

The Planning Commission of Multnomah County Resolves:

1. The proposed ordinance revisions in the September 14th, 2009 Staff Report (Exhibit 1), are hereby recommended for adoption by the Board of County Commissioners.
2. Adoption of the updated DFIRM and FIS is necessary to promote the public health, safety and general welfare, to minimize public and private losses due to flood conditions, and to allow property owners to participate in the National Flood Insurance Program (NFIP).

ADOPTED this 25th day of September, 2009.

PLANNING COMMISSION
FOR MULTNOMAH COUNTY, OREGON


John Ingle, Chair

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

Adopting Updated Flood Hazard Regulations and Maps and Amending MCC Chapter 29 Relating to Flood Hazard Regulations

(Language ~~stricken~~ is deleted; double underlined language is new.)

The Multnomah County Board of Commissioners Finds:

- a. The Planning Commission is authorized by Multnomah County Code Chapter 37 to recommend to the Board of County Commissioners the adoption, revision, or repeal of regulations intended to carry out all or part of a plan adopted by the Board.
- b. Flood Hazard regulations implement Policy 14 of the County Comprehensive Framework Plan, for Development Limitations, and related provisions of the County's Rural Area Plans. The regulations apply to rural and urban unincorporated lands that are generally within the 100 year flood boundary as identified by the Federal Emergency Management Agency (FEMA).
- c. In June of 2009, Multnomah County was informed by the Federal Emergency Management Agency (FEMA) that the revised Flood Insurance Rate Maps (FIRM) and Flood Insurance Study (FIS) will become effective on December 18th, 2009. The DFIRM and FIS show the extent of the 100-year flood (areas where flood probably equals a 1-percent chance of being equaled or exceed in any given year).
- d. Multnomah County must adopt the FIRM and FIS prior to December 18th, 2009 as a condition of continued eligibility in the NFIP in addition to the adoption of floodplain management regulations that meet the standards of Paragraph 60.3(d) of the NFIP.
- e. Multnomah County code must also be amended to provide additional flood protection to manufactured dwellings and structures accessory to manufactured dwellings. Other optional revisions include addition of definitions and changes requiring flood hazard review within areas inundated during the 1996 flood only when located inside of the metro boundary to better align with Metro Title 3 requirements.
- f. Proposed changes are necessary to ensure that the building codes limit risk of flood related hazards as envisioned in Policy 14, to implement Metro Title 3 (Water Quality, Flood Management and Fish and Wildlife Conservation), and to ensure property owners maintain eligibility for insurance through the NFIP.

Multnomah County Ordains as follows:

Section 1. The Flood Insurance Rate Maps and the Flood Insurance Study Number 41051CV000A, "Multnomah County, Oregon and Incorporated Areas" referenced in the attached Exhibits A and B, respectively are adopted.

Section 2. MCC 29.601 is amended as follows:

29.601 Definitions.

For the purpose of this subchapter, the following definitions shall apply:

* * * * *

AREAS OF SPECIAL FLOOD HAZARD. All rural and urban unincorporated lands contained within the 100-year flood boundary as identified on the Flood Boundary and Floodway Maps and the Flood Insurance Rate Maps (FIRM) as published by the Federal Emergency Management Agency (FEMA), and the area of inundation for the February, 1996 flood when located outside of the flood areas identified on the Flood Insurance Rate Maps within the Metro Jurisdictional Boundary.

The Areas of Special Flood Hazard identified by the Federal Insurance Administration in the ~~most recent~~ scientific and engineering report entitled "~~The~~ Flood Insurance Study, Multnomah County Oregon and ~~Un~~incorporated Areas", with accompanying Flood Insurance Rate Maps (FIRM) effective December 18th, 2009, are hereby adopted by reference for the rural and unincorporated portions of Multnomah County. Maps produced by the Metro Data Regional Center that identify the area of inundation for the February 1996 flood are also adopted by reference. The Flood Insurance Study is on file at the Multnomah County Planning Office. The best available information for flood hazard area identification as outlined in MCC 29.608 shall be the basis for regulation until a new FIRM is issued.

These maps may be periodically revised or modified by FEMA in accordance with prescribed procedures pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (P.L. 92-234). In order to employ the best available information and maintain compliance with Federal Flood Insurance Program regulations, Multnomah County shall ~~utilize~~ adopt any such revisions or modifications ~~upon their effective date.~~

* * * * *

BELOW-GRADE CRAWL SPACE. An enclosed area below the base flood elevation in which the interior grade is not more than two feet below the lowest adjacent exterior grade and the height, measured from the interior grade of the crawlspace to the top of the crawlspace foundation, does not exceed 4 feet at any point.

* * * * *

STATE BUILDING CODE. Means the combined specialty codes.

* * * * *

Section 3. MCC 29.606 is amended as follows:

29.606 Development Standards.

* * * * *

(C) Residential Structures.

New construction and substantial improvement of any residential structure, including manufactured homes not considered a Critical Facility, shall:

- (1) Have the lowest floor, including basement, elevated to at least one foot above the base flood elevation. All manufactured homes to be placed or substantially improved shall be elevated on a permanent foundation such that the finished floor of the manufactured home is elevated to a minimum

of 18 inches above the base flood elevation. The top of the dwelling stand for all manufactured homes subject to this provision shall be at least 12 inches above the base flood elevation (see 2002 Oregon Manufactured Dwelling and Parks Specialty Code, Chapter 3). Floating dwellings do not need to be elevated but must be able to rise with flood waters to the design flood elevation required by this section. This will require consideration of the piling heights. The lowest floor, including basement, shall be elevated to at least two feet above the base flood elevation where flood elevation data is not available either through the Flood Insurance Study, FIRM, or from another authoritative federal, state or other source. Where flood elevation data is not available, a State of Oregon registered professional engineer or architect shall also verify that the proposed construction will be reasonably safe from flooding.

* * * * *

Section 4. MCC 29.607 is amended as follows:

29.607 Floodway Requirements.

In areas identified as a floodway in MCC 29.602, the following restrictions, in addition to the requirements of MCC 29.606, shall apply:

* * * * *

(C) New manufactured dwellings are prohibited in the floodway. An existing, lawfully established manufactured dwelling located in the floodway may be replaced with either a manufactured dwelling, or a dwelling of traditional construction.

(D) A proposed structure accessory to a manufactured dwelling shall have the finished floor elevated a minimum of 18-inches above the base flood elevation.

Section 5. This Ordinance is effective December 18, 2009.

FIRST READING: October 22, 2009

SECOND READING AND ADOPTION: October 29, 2009

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By Sandra N. Duffy, Assistant County Attorney

SUBMITTED BY:
M. Cecilia Johnson, Director, Department of Community Services

EXHIBIT LIST FOR ORDINANCE

EXHIBIT A	FLOOD INSURANCE RATE MAPS MULTNOMAH COUNTY, OREGON	EFFECTIVE DATE
	41051C1ND0A (map index – labeled Exhibit A)	December 18, 2009
	41051C0030H (panel 30 of 550)	December 18, 2009
	41051C0035H (panel 35 of 550)	December 18, 2009
	41051C0040H (panel 40 of 550)	December 18, 2009
	41051C0045H (panel 45 of 550)	December 18, 2009
	41051C0065H (panel 65 of 550)	December 18, 2009
	41051C0100H (panel 100 of 550)	December 18, 2009
	41051C0130H (panel 130 of 550)	December 18, 2009
	41051C0135H (panel 135 of 550)	December 18, 2009
	41051C0155H (panel 155 of 550)	December 18, 2009
	41051C0180H (panel 180 of 550)	December 18, 2009
	41051C0185H (panel 185 of 550)	December 18, 2009
	41051C0205H (panel 205 of 550)	December 18, 2009
	41051C0210H (panel 210 of 550)	December 18, 2009
	41051C0211H (panel 211 of 550)	December 18, 2009
	41051C0212H (panel 212 of 550)	December 18, 2009
	41051C0214H (panel 214 of 550)	December 18, 2009
	41051C0216H (panel 216 of 550)	December 18, 2009
	41051C0217H (panel 217 of 550)	December 18, 2009
	41051C0218H (panel 218 of 550)	December 18, 2009
	41051C0219H (panel 219 of 550)	December 18, 2009
	41051C0228H (panel 228 of 550)	December 18, 2009
	41051C0238H (panel 238 of 550)	December 18, 2009
	41051C0240H (panel 240 of 550)	December 18, 2009
	41051C0245H (panel 245 of 550)	December 18, 2009
	41051C0275H (panel 275 of 550)	December 18, 2009
	41051C0300H (panel 300 of 550)	December 18, 2009
	41051C0325H (panel 325 of 550)	December 18, 2009
	41051C0360H (panel 360 of 550)	December 18, 2009
	41051C0367H (panel 367 of 550)	December 18, 2009
	41051C0401H (panel 401 of 550)	December 18, 2009
	41051C0402H (panel 402 of 550)	December 18, 2009
	41051C0403H (panel 403 of 550)	December 18, 2009
	41051C0406H (panel 406 of 550)	December 18, 2009
	41051C0407H (panel 407 of 550)	December 18, 2009
	41051C0409H (panel 409 of 550)	December 18, 2009
	41051C0426H (panel 426 of 550)	December 18, 2009
	41051C0427H (panel 427 of 550)	December 18, 2009
	41051C0428H (panel 428 of 550)	December 18, 2009
	41051C0429H (panel 429 of 550)	December 18, 2009
	41051C0435H (panel 435 of 550)	December 18, 2009

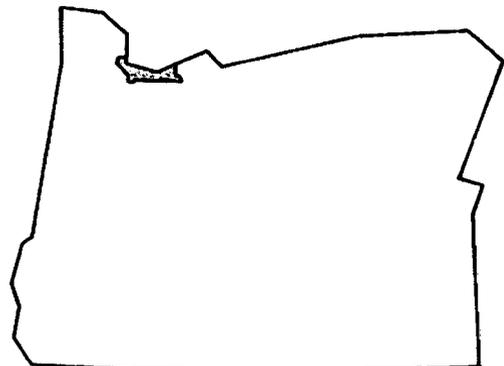
EXHIBIT B **FLOOD INSURANCE STUDY NUMBER 41051CV000A
MULTNOMAH COUNTY, OREGON AND INCORPORATED AREAS
(EFFECTIVE DECEMBER 18, 2009)**

FLOOD INSURANCE STUDY



MULTNOMAH COUNTY, OREGON AND INCORPORATED AREAS

COMMUNITY NAME	COMMUNITY NUMBER
FAIRVIEW, CITY OF	410180
GRESHAM, CITY OF	410181
MULTNOMAH COUNTY UNINCORPORATED AREAS	410179
TROUTDALE, CITY OF	410184
WOOD VILLAGE, CITY OF	410185



*
ENTIRE EXHIBIT
B IS 130 PAGES
AVAILABLE ON-LINE



Federal Emergency Management Agency
Flood Insurance Study Number
41051CV000A



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 10/22/09
Agenda Item #: R-6
Est. Start Time: 9:55 AM
Date Submitted: 09/14/09

Agenda Title: **ORDER Canceling Multnomah County Land Sale Contract No. 15784 for Default in Payments and Performance of Covenants**

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

Requested Meeting Date: October 22, 2009 **Amount of Time Needed:** 5 minutes
Department: Community Services **Division:** Tax Title
Contact(s): Jerry Elliott
Phone: 503-988-4624 **Ext.** 84624 **I/O Address:** 503/1/Tax Title
Presenter(s): Matt Ryan and Jerry Elliott

General Information

1. What action are you requesting from the Board?

Canceling Multnomah County Land Sale Contract No15784 for Default in Payments and Performance of Covenants

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

ORS 275.220 provides the County to cancel a County Land Sale Contract when the buyer is in default; through this hearing and the issuance of the Cancellation Order. In 1995, the County sold certain tax foreclosed real property to the heirs of the former owner under Land Sale Contract No15784 (Contract). The Contract buyers are in default; because of their failure to pay required installments since 2007and taxes since 2005.

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

N/A

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

Under ORS 275.220, upon the adoption of the Cancellation Order by the Board, the Order is served on the buyers and they have twenty (20) days from date of service to appeal the Order to the State

Circuit Court, for a review by the Court at a non-jury trial. If the party does not appeal or if at the end of the trial the Court affirms the Order, it becomes "absolute" and the real property may then be sold.

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

N/A

Required Signature

**Elected Official or
Department/
Agency Director:**



A handwritten signature in cursive script that reads "M. Cecilia Johnson". The signature is written in black ink and is positioned above a horizontal line.

Date: 09/13/09

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. _____

Canceling Multnomah County Land Sale Contract No. 15784 for Default in Payments and Performance of Covenants

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County is the Contract Seller and John J. Walters and Barbara L. Mendenhall are identified as the Contract Purchasers under County Land Sale Contract No. 15784, (Contract) recorded on August 31, 1995, at Entry No. 95 105574, in the County's Deed Records, for the sale of certain real property located in Multnomah County, Oregon; more particularly described as follows:

INA PARK, LOT 8, BLOCK 6

- b. John J. Walters and Barbara L. Mendenhall are now in default of the terms of the Contract in the following particulars:
1. Starting from August 8, 2007, no installments have been paid on the Contract. As of October 15, 2009, the amount due on the Contract will be: \$10,843.32.
 2. The delinquent taxes have not been paid for four tax years for a total of \$6,808.22. This figure includes taxes and interest through October 15, 2009.
 3. The 2009 annual assessment will be due on November 15, 2009. To cure this contract default the 2009 annual assessment will need to be paid in addition to the amount above quoted in No. 2.
- c. ORS 275.220 provides that upon default, the Board may cancel the Contract.
- d. The County sent notice of this proceeding to cancel the Contract to John J. Walters and Barbara L. Mendenhall on September 29, 2009.

The Multnomah County Board of Commissioners Orders:

1. That County Contract No. 15784 is CANCELLED.
2. The Multnomah County Tax Collector to remove the above property from taxation and cancel all unpaid taxes in accordance with the provisions of ORS 275.240.
3. The Multnomah County Sheriff to serve a certified copy of this order with a return of service upon: John J. Walters and Barbara L. Mendenhall in accordance with the provisions of ORS 275.220.

ADOPTED this 22nd day of October, 2009.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Matthew O. Ryan, Assistant County Attorney

SUBMITTED BY:
M. Cecilia Johnson, Director, Dept. of Community Services



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (revised 09/22/08)

Board Clerk Use Only

Meeting Date: 10/22/09
Agenda Item #: R-7
Est. Start Time: 10:00 AM
Date Submitted: 10/07/09

Agenda Title: **RESOLUTION Authorizing Condemnation and Immediate Possession of Real Property Necessary for the Purpose of Constructing Improvements, on Behalf of the Dunthorpe-Riverdale Service District No.1, in Unincorporated Multnomah County**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date: October 22, 2009 **Amount of Time Needed:** 5 mins
Department: Department of Community Services **Division:** Road Services
 Patrick J. Hinds, Right-of-Way Specialist / Tom Hansell, Manager of the Dunthorpe Riverdale Service District No. 1
Contact(s): _____
Phone: 503 988-3712 **Ext.** 83712 **I/O Address:** 425
Presenter(s): Patrick Hinds, Tom Hansell and Matt Ryan, Assistant County Attorney

General Information

1. What action are you requesting from the Board?

Convene as the governing body of the Dunthorpe-Riverdale Service District, and adopt the Resolution authorizing the acquisition of easements necessary for the construction and maintenance of this Service District project, and to use condemnation if necessary.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The Dunthorpe-Riverdale Service District's current year capital program was adopted to construct a 500 foot long, 8 inch diameter by-pass pipe to divert 0.5 cubic feet per second of flow from the Elk Rock pump station into the Tryon pump station. The project had been identified in the District's 20 year Sanitary Systems Facility Plan as a high priority in order to forestall an expensive capacity upgrade at the Elk Rock pump station. Placement of the by-pass line will alleviate capacity problems identified at Elk Rock pump station and will extend the estimated date of the pump station upgrade to 2023.

The location for the by-pass pipe has been selected and will have the least amount of impact on private property, while still achieving the District's objective. The preferred location for the by-pass pipe alignment places the pipe onto property owned by the Riverdale School District. The District has been working with the Riverdale School Superintendent and School Board, who have voiced their support for the project. The School Board's emphasis to the District has been to ask for our continued coordination of our project with their Riverdale grade school reconstruction project. The School Board is scheduled, at their October board meeting, to vote on granting an easement to the District for the permanent and temporary easements, which are necessary for the project. In the area impacted by this project, an abutting property owner has an existing easement interest over the School's property. With passage of this Resolution the District will begin negotiations with the abutting property owner requesting their consent to allow the proposed by-pass pipe installation in the area where they have a perpetual and exclusive easement.

The City of Portland's Bureau of Environmental Services, through an intergovernmental agreement with the Service District, is responsible for design and construction of the by-pass. Under the terms of the agreement the District is responsible to acquire all necessary easements for District operations. The District and the City of Portland share in the cost of any capital improvements based on the calculated use of the facilities within the three tributary drainage basins serving both District and City residents. The current allocation for this drainage basin assigns 78.3% of construction cost to the District. The original project estimate is \$525,000, includes design, right-of way, construction and Bureau overhead charges. The agreement further prescribes that the District incurs 100% of the costs to acquire easements located inside the District boundaries.

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

The District has secured the necessary resources to construct and maintain this new infrastructure. Through the authority of Oregon Revised Statutes (ORS) and Local Budget Law the District has established sewer rates to meet the District's current and forecasted operational, maintenance, capital and capital debt repayment requirements.

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

The Multnomah County Board serving as the governing body of the Dunthorpe-Riverdale Service District under ORS is granted authority to establish fees necessary to support construction, maintenance and operations of district facilities. Through the District's 20 year Sanitary Systems Plan this project has been identified as high priority and necessary to delay larger capital improvements. In anticipation of funding the District's share of the project, the District's construction reserve has been increasing in anticipation of constructing this project in the Spring of 2010.

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

The District will continue to coordinate with the Riverdale School and community to acquire the necessary easements and sustain their involvement through construction. The City of Portland continues to follow their public involvement plan as the project moves out of the design phase and into construction.

Required Signature

**Elected Official or
Department/
Agency Director:**



Date: 10/06/09

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE GOVERNING BODY FOR
DUNTHORPE-RIVERDALE SANITARY SERVICE DISTRICT NO. 1

RESOLUTION NO. _____

Authorizing Condemnation and Immediate Possession of Real Property Necessary for the Purpose of Constructing Improvements, On Behalf of the Dunthorpe-Riverdale Service District No.1, in Unincorporated Multnomah County

The Multnomah County Board of Commissioners Finds:

- a. It is necessary for the Dunthorpe-Riverdale Service District No.1 (the District) to acquire the real property described in attached Exhibit A (the Property) for purposes of installing, constructing, maintaining and repairing drainage facilities (the Project).
- b. The Project consists of the construction, installation and future maintenance of approximately 500 lineal feet of buried 8" drainage pipe. Installing this pipe will help alleviate capacity problems at the Elk Rock pump station by creating a by-pass to the Tryon pump station.
- c. The Project has been identified on the District's 20 year Sanitary Systems Facility Plan.
- d. The estimated Project cost is \$525,000.00. The District is responsible for 78.3% of the cost of the Project. The remainder of the cost of the Project will be borne by the City of Portland.
- e. The Board of County Commissioners has authority to convene as the Board for the Dunthorpe-Riverdale Service District No.1.
- f. The Project has been planned and located in a manner that is most compatible with the greatest public good and the least private injury.
- g. It is necessary to acquire immediate possession of the property to allow construction to proceed and be completed on schedule and within budgetary limitations.

The Multnomah County Board of Commissioners Resolves:

1. It is necessary to acquire the property described in Exhibit A for the Project.
2. In the event that no satisfactory agreement can be reached with the owners of the property as to the purchase price, legal counsel is authorized and directed to commence and prosecute to final determination such condemnation proceedings as may be necessary to acquire the property. Such action shall be in accordance with all applicable laws, rules, and regulations governing such acquisition.
3. Upon final determination of any such proceeding, the deposit of funds and payment of judgment conveying the property to the County is authorized.

4. It is necessary to obtain possession of the property as soon as possible to allow construction to proceed and be completed on schedule within its budgetary limits.
5. Legal counsel is authorized and directed to take such action in accordance with law to obtain possession of the property as soon as possible.
6. There is authorized the creation of a fund in the amount of the estimate of just compensation for the property, which shall, upon obtaining possession of the property, be deposited with the Clerk of the Court wherein the action was commenced for the use of the defendants in the action, and the Director of the Finance Division is authorized to draw a warrant on the Dunthorpe-Riverdale Service District No.1 in such sum for deposit.

ADOPTED this 22nd day of October 2009.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON,
GOVERNING BODY FOR DUNTHORPE-RIVERDALE
SERVICE DISTRICT NO. 1.

Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Matthew O. Ryan, Assistant County Attorney

SUBMITTED BY:

M. Cecilia Johnson, Director, Department of Community Services

EXHIBIT "A"

PARCEL 1: A PERPETUAL EASEMENT FOR ACCESS AND THE INSTALLATION, CONSTRUCTION, MAINTENANCE, INSPECTION, REPAIR, REPLACEMENT, OPERATION, AND RECONSTRUCTION OF SANITARY SEWER FACILITIES BELOW, ON, OVER AND ACROSS THE REAL PROPERTY DESCRIBED AS FOLLOWS:

A portion of Lot 23, Abernethy Heights, Multnomah County Plat Records situated in the SW one-quarter of Section 35, Township 1 South, Range 1 East, Willamette Meridian, Multnomah County, Oregon described as follows:

Beginning at a 1/2" iron pipe at the Northwest corner of that tract of land conveyed to School District Number 51 of Multnomah County, Oregon by deed recorded December 30, 1947 in Book 1232, Page 265, Multnomah County Deed Records (MCDR); thence South along the West line of said Book 1232, Page 265 tract, a distance of 144 feet, more or less, to the South line of said Lot 23; thence N89°37'E along the South line of said Lot 23, a distance of 10.00 feet; thence North, parallel to the West line of said Book 1232, Page 265 tract, a distance of 144 feet, more or less, to the North line thereof and the South line of that certain tract of land conveyed to School District No 51 Multnomah County, State of Oregon by deed recorded August 27, 1925 in Book 1020, Page 199, MCDR; thence N89°37'E along the South line of said Book 1020, Page 199 tract, a distance of 10.00 feet; thence North, a distance of 15.00 feet; thence S89°37'W, parallel to the South line of said Book 1020, Page 199 tract, a distance of 340 feet, more or less, to the southeasterly right of way line of SW Military Road, County Road No. 1881; thence S19°21'W along said southeasterly right of way line, a distance of 16 feet, more or less, to the South line of said Book 1020, Page 199 tract; thence N89°37'E along the South line of said Book 1020, Page 199 tract, a distance of 326 feet, more or less, to the point of beginning.

Containing 6,585 square feet, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Robert A. Hovden

OREGON
JULY 16, 1971
ROBERT A. HOVDEN
954

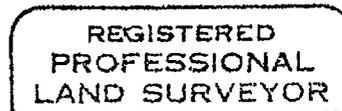
RENEWS 7-01-2011

PARCEL 2: A TEMPORARY (BEGINNING OCTOBER 31, 2009 AND EXPIRING JUNE 1, 2012)
EASEMENT ACCESS AND THE INSTALLATION, CONSTRUCTION, MAINTENANCE, INSPECTION,
REPAIR, REPLACEMENT, OPERATION, AND RECONSTRUCTION OF SANITARY SEWER
FACILITIES BELOW, ON, OVER AND ACROSS THE REAL PROPERTY DESCRIBED AS FOLLOWS

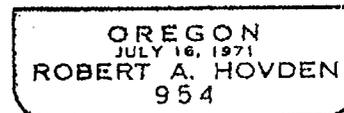
A portion of Lot 23, Abernethy Heights, Multnomah County Plat Records situated in the SW one-quarter of Section 35, Township 1 South, Range 1 East, Willamette Meridian, Multnomah County, Oregon described as follows:

Commencing at a 1/2" iron pipe at the Northwest corner of that tract of land conveyed to School District Number 51 of Multnomah County, Oregon by deed recorded December 30, 1947 in Book 1232, Page 265, Multnomah County Deed Records (MCDR), said iron pipe being on the South line of that certain tract of land conveyed to School District No 51 Multnomah County, State of Oregon by deed recorded August 20, 1925 in Book 1020, Page 199, MCDR; thence N89°37'E along the South line of said Book 1020, Page 199 tract, a distance of 20.00 feet; thence North, a distance of 15.00 feet to the Northeast corner of the heretofore described Parcel 1 and the true point of beginning; thence North, a distance of 10.00 feet; thence S89°37'W, parallel to the South line of said Book 1020, Page 199 tract, a distance of 337 feet, more or less, to the southeasterly right of way line of SW Military Road, County Road No. 1881; thence S19°21'W along said southeasterly right of way line, a distance of 11 feet, more or less, to the Northwest corner of the heretofore described Parcel 1; thence N89°37'E along the North line of said Parcel 1, a distance of 340 feet, more or less, to the point of beginning.

Containing 3,386 square feet, more or less.



Robert A. Hovden



RENEWS 7-01-2011

Dunthorpe-Riverdale Sewer Easement
Item No. 09-02

PARCEL 3: A TEMPORARY (BEGINNING OCTOBER 31, 2009 AND EXPIRING JUNE 1, 2012)
EASEMENT FOR ACCESS AND THE INSTALLATION, CONSTRUCTION, MAINTENANCE,
INSPECTION, REPAIR, REPLACEMENT, OPERATION, AND RECONSTRUCTION OF SANITARY
SEWER FACILITIES BELOW, ON, OVER AND ACROSS THE REAL PROPERTY DESCRIBED AS
FOLLOWS:

A portion of Lots 22 and 23, Abernethy Heights, Multnomah County Plat Records situated in the SW one-quarter of Section 35, Township 1 South, Range 1 East, Willamette Meridian, Multnomah County, Oregon described as follows:

Commencing at a 1/2" iron pipe at the Northwest corner of that tract of land conveyed to School District Number 51 of Multnomah County, Oregon by deed recorded December 30, 1947 in Book 1232, Page 265, Multnomah County Deed Records (MCDR); thence N89°37'E along the North line of said Book 1232, Page 265 tract, a distance of 10.00 feet to an angle corner in the East line of the heretofore described Parcel 1; thence South, along the East line of said Parcel 1, a distance of 15.22 feet to the true point of beginning; thence South along the East line of said Parcel 1 and the Southerly extension thereof, a distance of 153.68 feet; thence N89°37'E, a distance of 10.00 feet; thence North, a distance of 133.68 feet, to a point that is 35.22 feet South of the North line of said Book 1232, Page 265 tract; thence N89°37'E, a distance of 50.00 feet; thence North, a distance of 20.00 feet to a point that is 15.22 feet South of the North line of said Book 1232, Page 265 tract; thence S89°37'W parallel with said North line, a distance of 60.00 feet to the true point of beginning.

Containing 2,537 square feet, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Robert A. Hovden

OREGON
JULY 16, 1971
ROBERT A. HOVDEN
954

RENEWS 7-01-2011

Dunthorpe-Riverdale Sewer Easement
Item No. 09-02

PARCEL 4: A PERPETUAL EASEMENT FOR ACCESS AND THE INSTALLATION, CONSTRUCTION, MAINTENANCE, INSPECTION, REPAIR, REPLACEMENT, OPERATION, AND RECONSTRUCTION OF SANITARY SEWER FACILITIES BELOW, ON, OVER AND ACROSS THE REAL PROPERTY DESCRIBED AS FOLLOWS:

A portion of Lot 23, Abernethy Heights, Multnomah County Plat Records situated in the SW one-quarter of Section 35, Township 1 South, Range 1 East, Willamette Meridian, Multnomah County, Oregon described as follows:

Commencing at a 1/2" iron pipe at the Northwest corner of that tract of land conveyed to School District Number 51 of Multnomah County, Oregon by deed recorded December 30, 1947 in Book 1232, Page 265, Multnomah County Deed Records (MCDR), said iron pipe being on the South line of that certain tract of land conveyed to School District No 51 Multnomah County, State of Oregon by deed recorded August 20, 1925 in Book 1020, Page 199, MCDR; thence N89°37'E along the South line of said Book 1020, Page 199 tract, a distance of 10.00 feet to an angle corner in the East line of the heretofore described Parcel 1 and the true point of beginning; thence South, along the East line of said Parcel 1, a distance of 15.22 feet to the Northwest corner of the heretofore described Parcel 3; thence N89°37'E along the North line of said Parcel 3 and its easterly extension, a distance of 123.51 feet; thence N65°58'30"E, a distance of 159.28 feet, more or less to the Southwesterly right of way line of SW Breyman Avenue, County Road No. 553; thence northwesterly, along said Southwesterly right of way line, a distance of 15.00 feet; thence S65°58'30"W, a distance of 155.57 feet, more or less, to a point on the South line of said Book 1020, Page 199 tract; thence S89°37'W, along the South line of said Book 1020, Page 199 tract, a distance of 120.77 feet to the true point of beginning.

Containing 4,220 square feet, more or less.

As shown on the attached EXHIBIT MAP, herein made a part of this document. In the event of a conflict or discrepancy between the map as shown on the EXHIBIT MAP and the written legal description, the written legal description shall prevail.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

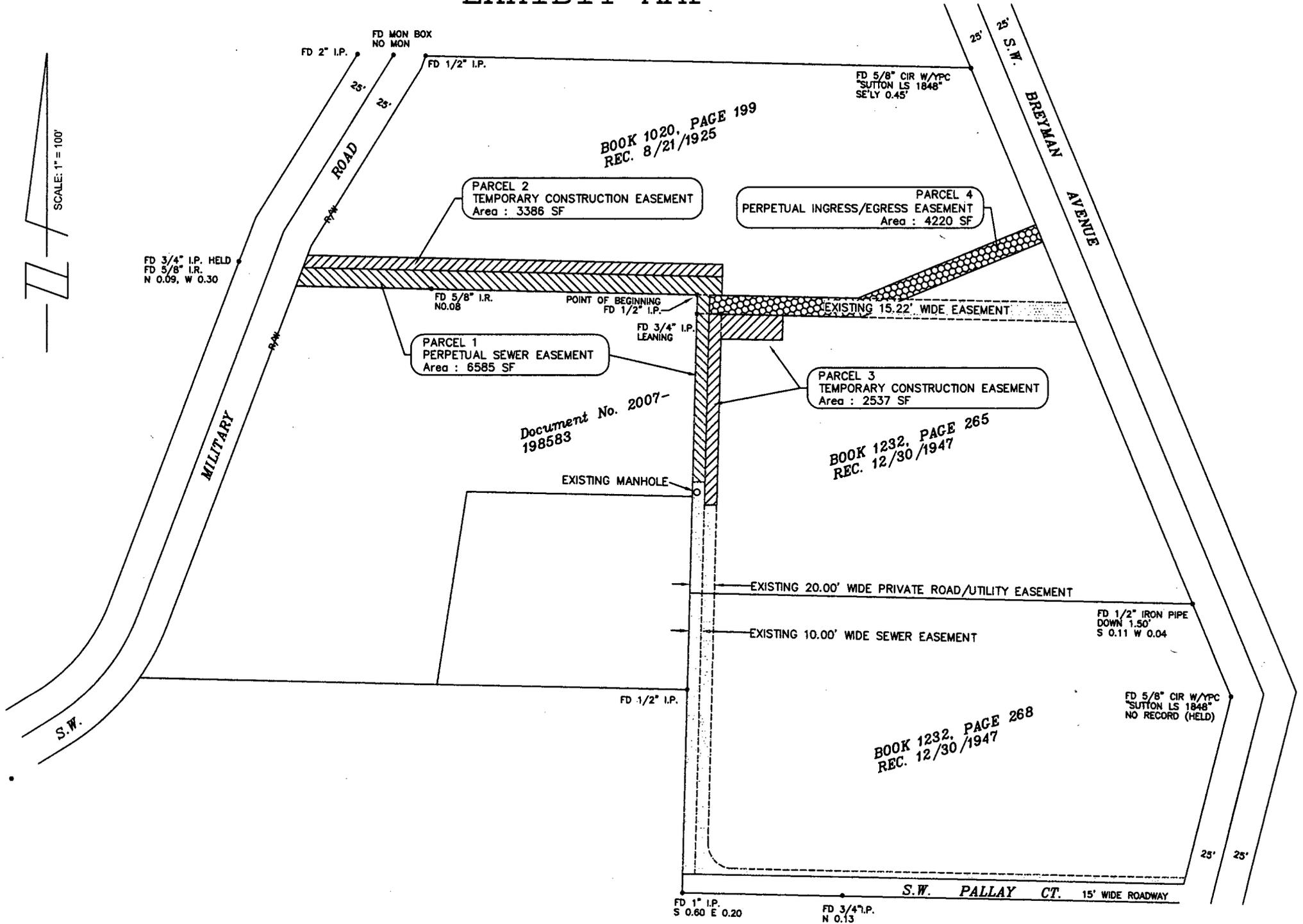
Robert A. Hovden

OREGON
JULY 16, 1971
ROBERT A. HOVDEN
954

RENEW 7-01-2011

EXHIBIT MAP

SCALE: 1" = 100'



FD 3/4" I.P. HELD
FD 5/8" I.R.
N 0.09, W 0.30

FD 2" I.P.
FD MON BOX
NO MON

FD 1/2" I.P.

FD 5/8" CIR W/YPC
"SUTTON LS 1848"
SE'LY 0.45'

BOOK 1020, PAGE 199
REC. 8/21/1925

PARCEL 2
TEMPORARY CONSTRUCTION EASEMENT
Area : 3386 SF

PARCEL 4
PERPETUAL INGRESS/EGRESS EASEMENT
Area : 4220 SF

PARCEL 1
PERPETUAL SEWER EASEMENT
Area : 6585 SF

FD 5/8" I.R.
NO.08

POINT OF BEGINNING
FD 1/2" I.P.

FD 3/4" I.P.
LEANING

PARCEL 3
TEMPORARY CONSTRUCTION EASEMENT
Area : 2537 SF

BOOK 1232, PAGE 265
REC. 12/30/1947

Document No. 2007-
198583

EXISTING MANHOLE

EXISTING 20.00' WIDE PRIVATE ROAD/UTILITY EASEMENT

EXISTING 10.00' WIDE SEWER EASEMENT

FD 1/2" IRON PIPE
DOWN 1.50'
S 0.11 W 0.04

FD 1/2" I.P.

FD 5/8" CIR W/YPC
"SUTTON LS 1848"
NO RECORD (HELD)

BOOK 1232, PAGE 268
REC. 12/30/1947

FD 1" I.P.
S 0.60 E 0.20

FD 3/4" I.P.
N 0.13

S.W. PALLY CT. 15' WIDE ROADWAY

BOGSTAD Deborah L

From: PEOPLES Kim E
Sent: Wednesday, October 21, 2009 11:22 AM
To: BOGSTAD Deborah L
Cc: ISLEY Sheila L; WOLF Jill A; JOHNSON Cecilia; RYAN Matthew O; BOWEN-BIGGS Tara C; HANSELL Tom J; HINDS Patrick J; VINCENT Brian S
Subject: R-7 Dunthorpe Riverdale Agenda Item Oct 22 - Postponed Indefinitely

Deb:

As per our telephone conversation DCS is requesting to postpone indefinitely BOCC Agenda Item: R-7 "Resolution Authorizing Condemnation and Immediate Possession of Real Property Necessary for the Purpose of Constructing Improvements On behalf of the Dunthorpe-Riverdale Service District No.1, in Un-incorporated Multnomah County".

Thank you,
Kim

Kim Peoples
Road Services Manager
Multnomah County
503.988.5050 ext. 26797

From: PEOPLES Kim E
Sent: Monday, October 19, 2009 11:20 AM
To: BOGSTAD Deborah L
Cc: ISLEY Sheila L; WOLF Jill A; JOHNSON Cecilia; RYAN Matthew O; BOWEN-BIGGS Tara C; HANSELL Tom J; HINDS Patrick J; VINCENT Brian S
Subject: RE: New Request for BCC Agenda item on 10-22

Deb:

Requesting to pull R-7 from this Thursday's Board Agenda. The Service District has not received necessary documentation yet from the City of Portland that is required to move this item forward nor would there be adequate time to review if it was received today, which is unlikely.

I would like to request October 29th, if available as an alternative.

Kim

Kim Peoples
Road Services Manager

10/21/2009

Multnomah County
503.988.5050 ext. 26797

From: ISLEY Sheila L
Sent: Tuesday, October 06, 2009 10:45 AM
To: BOWEN-BIGGS Tara C
Cc: BOGSTAD Deborah L; PEOPLES Kim E
Subject: New Request for BCC Agenda item on 10-22

Hi Tara,

With your approval we would like to request 10 minutes on the BCC agenda for October 22 regarding a resolution for condemnation and easement for service district. We will submit the APR by the noon Thursday deadline. Please let me know if you need anything further.

Respectfully,

Sheila Isley CPS/CCP

Multnomah County
Department of Community Services
1600 SE 190th Ave; Room 224
Portland OR 97230
(503) 988-5881 Fax (503) 988-3048

10/21/2009



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (revised 09/22/08)

Board Clerk Use Only

Meeting Date: 10/22/09
Agenda Item #: R-8
Est. Start Time: 10:00 AM
Date Submitted: 10/07/09

Agenda Title: **Second Reading and Possible Adoption of an ORDINANCE Establishing Vehicle Registration Fees (Multnomah County Code Sections 11.250-11.256) for Construction of a New Sellwood Bridge**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date: October 22, 2009 **Amount of Time Needed:** 5 mins
Department: Non-Departmental **Division:** Commissioner Kafoury and Chair Wheeler
Contact(s): Nancy Bennett
Phone: (503) 988-4435 **Ext.** 84435 **I/O Address:** 503/600
Presenter(s): Karen Schilling

General Information

1. What action are you requesting from the Board?

Approve second Reading and Adopt an Ordinance Establishing Vehicle Registration Fees for Construction of a New Sellwood Bridge.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The Sellwood Bridge is at a critical juncture with the Locally Preferred Alternative being selected in early 2009. For the work to continue, the County needs to have a Funding Plan in place for the remainder of the work items to continue to construction. The 2009 legislature passed HB2001 which allows counties over 350,000 to enact a vehicle registration fee (VRF) during the next four years. Revenues from a local VRF are restricted to replacing the Sellwood Bridge. In addition, the bill included \$30 million to help fund the interchange of Highway 43 at the west end of the bridge.

The City of Portland has agreed to contribute \$8M per year for 20 years which will allow the County to bond \$100M. Clackamas County has expressed their support for enacting a VRF since many of

the Sellwood Bridge users are Clackamas County residents. This is the first reading of the ordinance for Multnomah County to enact a VRF.

The project's next major milestone is to complete a Final Environmental Impact Statement (EIS), a plan the federal government must approve before construction can begin. The Final EIS will be submitted to the Federal Highway Administration in 2010. Federal approval is expected in Summer/Fall of 2010. After approval, the county can use federal funds already secured to buy right of way and design the project. If funding is secured, construction can begin in 2012.

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

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

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

A hearing will be held in conjunction with the first and second reading of the ordinance. In addition a briefing with public testimony was held on October 8, 2009 to allow citizens, partner jurisdictions and stakeholders to provide input to the County.

Required Signature

**Elected Official or
Department/
Agency Director:**

Deborah Koffmy

Date: 10/07/2009

TED WHEELER

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

Establishing Vehicle Registration Fees (MCC §§ 11.250-11.256) for Construction of a New Sellwood Bridge

The Multnomah County Board of Commissioners Finds:

- a. Building and maintaining highways and bridges are essential to sustaining the quality of Oregon's highway infrastructure, which is vital to the state, counties and municipalities to support commerce, tourism and the safe transportation of people and goods.
- b. County taxes and other revenues have not been sufficient to provide funding for maintenance and replacement of the bridges Multnomah County is obligated to maintain, and in particular have not been sufficient to replace the Sellwood Bridge.
- c. The Sellwood Bridge is the County's top transportation priority with a sufficiency rating of 2 out of 100.
- d. Replacing the Sellwood Bridge will ensure that all modes of transportation have safe passage and that businesses will be able to continue operating.
- e. Oregon Laws Chapter 865 (2009), effective September 28, 2009, grants to counties with a population of 350,000 or more the authority to enact an ordinance establishing vehicle registration fees for the purpose of designing, replacing and acquiring necessary property for engineering and constructing a bridge and its approach that crosses the Willamette River in the City of Portland.
- f. A county vehicle registration fee of \$38.00 for each two year registration period would become a dedicated revenue source for replacement of the Sellwood Bridge in Multnomah County and would contribute to local matching funds required to obtain federal funds.
- g. Pursuant to 2009 Oregon Laws, Chapter 865, the County will enter into an intergovernmental agreement with the Oregon Department of Transportation (department) by which the department will collect the fees and pay them to the county.

Multnomah County Ordains as follows:

Section 1. MCC Chapter 11, Revenue and Taxation, is amended to add the following subchapter:

MOTOR VEHICLE REGISTRATION FEE

§ 11.250 AUTHORITY.

This ordinance is adopted pursuant to the authority granted by Oregon Laws Chapter 865 (2009).

§ 11.251 PURPOSE.

The purpose of this ordinance is to provide funds for the designing, replacing, acquiring necessary property for, engineering and constructing a new Sellwood Bridge and approaches. Except for motor vehicles registered as government-owned vehicles under ORS 805.040, the Sellwood Bridge will be restricted to motor vehicles with a gross vehicle weight rating of 26,000 pounds or less.

§ 11.252 DEFINITIONS.

- (A) "Motor vehicle" shall have the meaning given in ORS 801.360.
- (B) "Registration" or "register" shall have the meaning given in ORS 801.410.

§ 11.253 FEE IMPOSED; EXEMPTIONS.

(A) Subject to the exceptions in paragraph B, a vehicle registration fee is imposed on every motor vehicle registered with the State of Oregon Department of Transportation where the address on the application for registration or the renewal of registration is in Multnomah County.

(B) The following motor vehicles are exempt from the vehicle registration fee:

- (1) Snowmobiles and Class I all-terrain vehicles;
 - (2) Fixed load vehicles;
 - (3) Vehicles registered under ORS 805.100 to disabled veterans;
 - (4) Vehicles registered as antique vehicles under ORS 805.010;
 - (5) Vehicles registered as vehicles of special interest under ORS 805.020;
 - (6) Government-owned or operated vehicles registered under ORS 805.040 or 805.045;
 - (7) School buses or school activity vehicles registered under ORS 805.050;
 - (8) Law enforcement undercover vehicles registered under ORS 805.060;
 - (9) Vehicles registered on a proportional basis for interstate operation;
 - (10) Vehicles with a registration weight of 26,001 pounds or more described in ORS 803.420
- (10) or (11);
- (11) Vehicles registered as farm vehicles under the provisions of ORS 805.300;
 - (12) Travel trailers, campers and motor homes.

§ 11.254 AMOUNT OF THE FEE.

At the time a motor vehicle is first registered or at the time of registration renewal, the applicant shall pay a county vehicle registration fee of \$38.00 for each two year registration period. This fee is in

addition to other fees required to be paid to that State of Oregon under 803.420. The fee shall be collected by the Department of Transportation on behalf of the County.

§ 11.255 AGREEMENT WITH THE OREGON DEPARTMENT OF TRANSPORTATION.

Pursuant to ORS 801.401, the County shall enter into an intergovernmental agreement with the Oregon Department of Transportation ODOT for collection of the fees.

§ 11.256 USE OF PROCEEDS

The net proceeds of the fees collected under this subchapter shall be used exclusively to pay the cost of designing, engineering, acquiring necessary property for, and constructing the new Sellwood Bridge.

Section 2. The Board Clerk is directed to file a copy of this Ordinance with the Oregon Department of Transportation.

Section 4. The effective date of this ordinance is September 1, 2010.

FIRST READING: October 15, 2009

SECOND READING AND ADOPTION: October 22, 2009

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By John S. Thomas, Deputy County Attorney

SUBMITTED BY:
M. Cecilia Johnson, Director
Department of Community Services

#1

MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk

This form is a public record

MEETING DATE: 10/22/09

SUBJECT: Sellwood Bridge Vehicle Registration Fee

AGENDA NUMBER OR TOPIC: R8

FOR: AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: JOSEPH N NORLING (NORLING)

ADDRESS: 4835 BONNET DR

CITY/STATE/ZIP: WEST Linn OR 97068

PHONE: DAYS: 503 233 5777 EVES: 503-318 3792

EMAIL: JOE.NORLING@COM.OREGON.TAX

SPECIFIC ISSUE: SELLWOOD BRIDGE

WRITTEN TESTIMONY:

IF YOU WISH TO ADDRESS THE BOARD:

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

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

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

#2

MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk

This form is a public record

MEETING DATE: Oct 22 09

SUBJECT: Registration Fees

AGENDA NUMBER OR TOPIC: 2-8

FOR: _____ AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: Richard L. Koenig

ADDRESS: P.O. Box 5755, Portland, Oregon, [97228]

CITY/STATE/ZIP: _____

PHONE: DAYS: 503 287-1290 EVES: _____

EMAIL: _____ FAX: _____

SPECIFIC ISSUE: The Committee for Appropriate Enforcement of

Motor Vehicle Laws is working to provide opp for justices

WRITTEN TESTIMONY: to participate in infrastructure

projects by the general public. We are working

with Rep Jules Bailey and DMV Rules Hearings

Officer David Eysely to adopt an agency rule

allowing DMV to accept contribution from the public.

ORS 803.035-040 and 803.310

IF YOU WISH TO ADDRESS THE BOARD:

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

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 1148

Establishing Vehicle Registration Fees (MCC §§ 11.250-11.256) for Construction of a New Sellwood Bridge

The Multnomah County Board of Commissioners Finds:

- a. Building and maintaining highways and bridges are essential to sustaining the quality of Oregon's highway infrastructure, which is vital to the state, counties and municipalities to support commerce, tourism and the safe transportation of people and goods.
- b. County taxes and other revenues have not been sufficient to provide funding for maintenance and replacement of the bridges Multnomah County is obligated to maintain, and in particular have not been sufficient to replace the Sellwood Bridge.
- c. The Sellwood Bridge is the County's top transportation priority with a sufficiency rating of 2 out of 100.
- d. Replacing the Sellwood Bridge will ensure that all modes of transportation have safe passage and that businesses will be able to continue operating.
- e. Oregon Laws Chapter 865 (2009), effective September 28, 2009, grants to counties with a population of 350,000 or more the authority to enact an ordinance establishing vehicle registration fees for the purpose of designing, replacing and acquiring necessary property for engineering and constructing a bridge and its approach that crosses the Willamette River in the City of Portland.
- f. A county vehicle registration fee of \$38.00 for each two year registration period would become a dedicated revenue source for replacement of the Sellwood Bridge in Multnomah County and would contribute to local matching funds required to obtain federal funds.
- g. Pursuant to 2009 Oregon Laws, Chapter 865, the County will enter into an intergovernmental agreement with the Oregon Department of Transportation (department) by which the department will collect the fees and pay them to the county.

Multnomah County Ordains as follows:

Section 1. MCC Chapter 11, Revenue and Taxation, is amended to add the following subchapter:

MOTOR VEHICLE REGISTRATION FEE

§ 11.250 AUTHORITY.

This ordinance is adopted pursuant to the authority granted by Oregon Laws Chapter 865 (2009).

§ 11.251 PURPOSE.

The purpose of this ordinance is to provide funds for the designing, replacing, acquiring necessary property for, engineering and constructing a new Sellwood Bridge and approaches. Except for motor vehicles registered as government-owned vehicles under ORS 805.040, the Sellwood Bridge will be restricted to motor vehicles with a gross vehicle weight rating of 26,000 pounds or less.

§ 11.252 DEFINITIONS.

(A) "Motor vehicle" shall have the meaning given in ORS 801.360.

(B) "Registration" or "register" shall have the meaning given in ORS 801.410.

§ 11.253 FEE IMPOSED; EXEMPTIONS.

(A) Subject to the exceptions in paragraph B, a vehicle registration fee is imposed on every motor vehicle registered with the State of Oregon Department of Transportation where the address on the application for registration or the renewal of registration is in Multnomah County.

(B) The following motor vehicles are exempt from the vehicle registration fee:

- (1) Snowmobiles and Class I all-terrain vehicles;
- (2) Fixed load vehicles;
- (3) Vehicles registered under ORS 805.100 to disabled veterans;
- (4) Vehicles registered as antique vehicles under ORS 805.010;
- (5) Vehicles registered as vehicles of special interest under ORS 805.020;
- (6) Government-owned or operated vehicles registered under ORS 805.040 or 805.045;
- (7) School buses or school activity vehicles registered under ORS 805.050;
- (8) Law enforcement undercover vehicles registered under ORS 805.060;
- (9) Vehicles registered on a proportional basis for interstate operation;
- (10) Vehicles with a registration weight of 26,001 pounds or more described in ORS 803.420
(10) or (11);
- (11) Vehicles registered as farm vehicles under the provisions of ORS 805.300;
- (12) Travel trailers, campers and motor homes.

§ 11.254 AMOUNT OF THE FEE.

At the time a motor vehicle is first registered or at the time of registration renewal, the applicant shall pay a county vehicle registration fee of \$38.00 for each two year registration period. This fee is in

addition to other fees required to be paid to that State of Oregon under 803.420. The fee shall be collected by the Department of Transportation on behalf of the County.

§ 11.255 AGREEMENT WITH THE OREGON DEPARTMENT OF TRANSPORTATION.

Pursuant to ORS 801.401, the County shall enter into an intergovernmental agreement with the Oregon Department of Transportation ODOT for collection of the fees.

§ 11.256 USE OF PROCEEDS

The net proceeds of the fees collected under this subchapter shall be used exclusively to pay the cost of designing, engineering, acquiring necessary property for, and constructing the new Sellwood Bridge.

Section 2. The Board Clerk is directed to file a copy of this Ordinance with the Oregon Department of Transportation.

Section 4. The effective date of this ordinance is September 1, 2010.

FIRST READING:

October 15, 2009

SECOND READING AND ADOPTION:

October 22, 2009



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By John S. Thomas, Deputy County Attorney

SUBMITTED BY:

M. Cecilia Johnson, Director
Department of Community Services



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (revised 09/22/08)

Board Clerk Use Only

Meeting Date: 10/22/09
Agenda Item #: R-9
Est. Start Time: 10:05 AM
Date Submitted: 10/15/09

Agenda Title: **RESOLUTION Approving an Intergovernmental Agreement and Lease with City of Portland for the Gateway Center for Domestic Violence Services**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date: October 22, 2009 **Amount of Time Needed:** 25 minutes
Department: Non-Departmental **Division:** Commissioner Jeff Cogen
Contact(s): Karol Collymore
Phone: 503 988-6786 **Ext.** 86786 **I/O Address:** 503/600
Presenter(s): Commissioner Dan Saltzman, Martha Strawn-Morris, Brett Taute

General Information

1. What action are you requesting from the Board?

Request approval for an IGA and Lease approval between Multnomah County and the City of Portland for the use of the former Gateway Children's' Receiving Center as the Gateway Center for Domestic Violence.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The County passed a resolution that accepted the City's Report and Recommendations of the Feasibility Study for a One-Stop Domestic Violence Service Center dated February 2008, and has agreed to join with the City and other appropriate partners to negotiate the terms of an agreement to establish a One-Stop Domestic Violence Service Center. Commissioner Cogen has been authorized to work with the Multnomah County Domestic Violence Coordinator and Facilities and Property Management to negotiate terms of an IGA with the City to implement the recommendations of the Feasibility Study for a One-Stop Domestic Violence Center. It is the intent of the City and the County to implement the Center in order to provide an opportunity for co-location of agencies to improve service delivery by facilitating communication among domestic violence community-based services, law enforcement, and prosecution agencies. The goal of the Center is to provide victim-

centered services that promote victim autonomy. The City will be the fiscal agent for the center.

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

The County will provide the use of the Gateway property for The Center's operation with the terms contained in the lease.

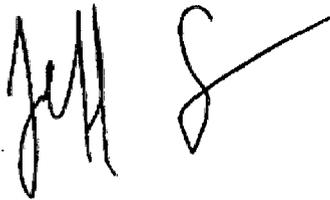
4. Explain any legal and/or policy issues involved.

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

An Advisory Council shall be formed to provide high level advice related to policy and operations of the Center to the Center Director and to the City Council and Board of County Commissioners. The Advisory Council shall have no more that 13 members and no fewer than 9 members who represent the diversity of agencies that provide intervention in domestic violence, including representatives from the Multnomah County Domestic Violence Coordinator's Office, Office of the District Attorney, Portland Police Bureau, Department of Human Services, Non-profit Domestic Violence Service Providers, the Multnomah County Circuit Court, the Multnomah County Family Violence Coordinating Council, Civil legal service provider, domestic violence survivors, and the governmental liaisons.

Required Signature

**Elected Official or
Department/
Agency Director:**

A handwritten signature in black ink, appearing to be 'JMS', written over a horizontal line.

Date: 10/15/09

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO.

Approving an IGA and Lease with the City of Portland for a Portion of the Gateway Children's Center Building for a One-Stop Domestic Violence Service Center

The Multnomah County Board of Commissioners Finds:

- a. On July 9, 2009, by Resolution 09-096, the Board accepted the report and recommendations contained in the Feasibility Study for a One-Stop Domestic Violence Service Center (OSDV Service Center) and declared a portion of the Gateway Children's Center Building as surplus property (Property) appropriate for use as an OSDV Service Center.
- b. Commissioner Cogen, the Multnomah County Domestic Violence Coordinator and the Facilities and Property Management Division have worked together to negotiate the terms of an IGA with the City of Portland to implement the study recommendations for a OSDV Service Center on the Property. The Property is located at 10305 SE Burnside Street, Portland, Oregon, and was formerly occupied by the Children's Receiving Center.
- c. Under the terms of the IGA, the County will lease the Property to the City and develop and oversee the architectural and construction services that will be paid for by the City.
- d. The attached IGA and Lease have been negotiated with the City and it is in the best interests of the County to enter into the IGA and lease the Property on the terms and conditions set forth in the attached documents.

The Multnomah County Board of Commissioners Resolves:

1. The attached Intergovernmental Agreement regarding a One-Stop Domestic Violence Service Center is approved; and upon approval of the agreement by Portland, the County Chair is authorized and directed to sign the agreement in a form substantially as set forth in the attachment.
2. The Board approves the attached lease of the Property. The County Chair is authorized to execute a lease in a form substantially as set forth in the attachment.

3. The County Chair is authorized to execute amendments and renewals of the lease without further Board action.

ADOPTED this 22nd day of October, 2009.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Agnes Sowle, County Attorney

SUBMITTED BY:
Commissioner Jeff Cogen

DRAFT

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement is entered into by and between the City of Portland, Oregon ("City"), and Multnomah County, Oregon ("County").

PURPOSE

The purpose of this Intergovernmental Agreement ("IGA" or "agreement") is to establish a framework for the City and County to jointly support the Gateway Center for Domestic Violence Services ("the Center") to provide accessible and coordinated services to victims of domestic violence and their children. This IGA lays out the principles and processes by which the City-County collaboration will be developed and function.

It is the intent of the City and the County to implement the Center in order to provide an opportunity for co-location of agencies to improve service delivery by facilitating communication among domestic violence community-based services, law enforcement, and prosecution agencies. The goal of the Center is to provide victim-centered services that promote victim autonomy.

RECITALS

- a. The City has approved an operational budget annually of \$422,000 and \$1.76 million in one-time only funding to launch the Center.
- b. The City is the fiscal agent for operation of the Center, and employees of the Center are deemed employees of the City for purposes of determining fringe benefits and supervisory structure.
- c. The County has approved the free use of the property described in Exhibit A for the Center's operation, and will prepare a leasing agreement with the City for use of the building.
- d. The City accepted the recommendations for the Feasibility Study for a One-Stop Domestic Violence Center dated February 2008. Pursuant to that report the City in conjunction with the County convened an Implementation Task Force to work on budgetary and governance issues.
- e. The County has passed a resolution that accepted the City's Report and Recommendations of the Feasibility Study for a One-Stop Domestic Violence Service Center dated February 2008, and has agreed to join with the City and other appropriate partners to negotiate the terms of an agreement to establish a One-Stop Domestic Violence Service Center. Commissioner Cogen has been authorized to work with the Multnomah County Domestic Violence Coordinator and Facilities and Property Management to negotiate terms of an IGA with the City to implement the recommendations of the Feasibility Study for a One-Stop Domestic Violence Center.

The parties agree as follows:

1. **TERM** This Agreement shall extend from July 1, 2009 to June 30, 2014. This agreement may be renewed or extended upon written agreement of both parties provided in this agreement.
2. **RESPONSIBILITIES OF CITY WILL BE TO:**
 - a. Provide Commissioner Dan Saltzman to act as the elected official to be the City government liaison to the Center. In the event that Commissioner Saltzman is no longer able or willing to serve as liaison, the City Council will appoint another elected official to be the City government liaison to the Center.
 - b. The role of the City government liaison will be to provide overall leadership to the Center at the City government and community level, to appoint members of the Advisory Council, as described below, to participate on and support the activities of the Advisory Council, to confer annually with the County liaison or as needed about Center operations, City funding and County provision of facilities, and to assure that the Director is hired and supervised at the City.
 - c. Provide and supervise a full time Director to oversee and manage operations, partnerships outreach and evaluation for the Center. The Director will hold overall responsibility for effective operation of the Center including occupancy agreements with partner agencies and staffing of the Advisory Council.
 - d. It is anticipated that in addition to the Director, the City will provide a full time operations manager, receptionist, security guard, three FTE contracted Navigators, .5 FTE Civil legal attorney, and other (non-facilities related) costs related to providing access and services to victims on site. These staffing levels are subject to change based on the input of the Advisory Council and subject to City budgetary conditions.
 - e. The City shall establish and staff a Center Advisory Council
 - 1) An Advisory Council shall be formed to provide high level advice related to policy and operations of the Center to the Center Director and to the City Council and Board of County Commissioners.
 - 2) The Advisory Council shall have no more than 13 members and no fewer than 9 members who represent the diversity of agencies that provide intervention in domestic violence, including representatives from the Multnomah County Domestic Violence Coordinator's Office (1), Office of the District Attorney (1), Portland Police Bureau (1), Department of Human Services (1), Non-profit Domestic Violence Service Providers (3), the Multnomah County Circuit Court (1), the

Multnomah County Family Violence Coordinating Council (1), Civil legal service provider (1), domestic violence survivors (1), and the governmental liaisons (2).

- 3) Appointments will be of specific individuals representing named entities or bringing particular expertise to the project. Initial appointments to the Advisory Council shall be for a term of two or three years, as indicated below. Following the initial appointments, terms shall be for two years. Individuals can serve on the Advisory Council for multiple terms.
- 4) Advisory Council members shall be appointed by the designated government liaisons who will seek to come to agreement on who the members should be. In the event the government liaisons do not agree on appointments to the Advisory Council, appointments will be made by the government liaison representing either the City or the County as named below.

Entity or Expertise	Appointment Authority In the Event of Disagreement
Community based DV Agency (2 year)	City
Community based DV Agency (3 year)	County
Community based DV Agency (2 year)	County
Department of Human Services (3 year)	City
District Attorney's Office (2 year)	City
Domestic Violence Coordinator's Office (3 year)	County
Domestic Violence Survivor (2 year)	City
Legal Aid Services of Oregon (3 year)	County
Multnomah County Circuit Court (2 year)	County
Portland Police Bureau (3 year)	City
Family Violence Coordinating Council (2 year)	City

- 5) The role of the Advisory Council shall be:
 - i. To adopt Advisory Council operating principles consistent with the goals of the Center to provide victim centered services that promote

victim autonomy. These principles will include a process to identify policy level disagreements, for resolutions of disagreements, for involving the larger domestic violence service community including but not limited to airing at the Family Violence Coordinating Council. The operating principles will include rules related to voting.

- ii. To develop and adopt an evaluation plan consistent with the provisions contained later in this document regarding "An Evaluation Plan for the Center."
- iii. To approve all occupants of the Center at the agency level, and approve expulsion of Center occupants at the agency level. The City will ensure that all persons or entities that occupy space in the Premises are sublessees and shall execute a Sublease that expressly provides that the Sublease is subject to the Master Lease between the County and the City. All Sublessees shall qualify as government or otherwise non-profit to maintain the tax exempt status of the facility
- iv. Review and annually make recommendations to the City Council regarding the Center's operating budget and Board of County Commissioners regarding the County's grant of the facilities to the center, and advocate for adequate funding for the Center.
- v. To report annually to the City and County Commissioners, in conjunction with the Director, regarding the Center's outcomes, operations, funding, facility or other issues.

6) The Advisory Council or any individual member of the Advisory Council can along with the Center Director solicit policy level feedback from the Family Violence Coordinating Council at any time.

- f. Develop Interagency Agreements/MOU's with Center occupants sublessees regarding use of facility and policies and procedures. ~~The agreements outlined in the IGA/MOU related to use of the use of the building will be developed in collaboration with County Facilities and which will conform to the terms of the leasing agreement~~ Master Lease.

3. RESPONSIBILITIES OF COUNTY WILL BE TO:

- a. Provide Commissioner Jeff Cogen to act as the elected official to be the government liaison to the Center. In the event that Commissioner Cogen is no longer able or willing to serve as liaison, the Board of County Commissioners will appoint another elected official to be the government liaison to the Center.

- b. The role of the County liaison will be: to provide overall leadership to the Center at the County government and community level; to appoint members of the Advisory Council, as described above; to participate on and support the activities of the Advisory Council, to confer annually with the City liaison or as needed about City funding for the Center and County provision of facilities.
- c. Provide use of the property described in Exhibit A for Center operations on terms contained in the lease attached as Exhibit B.
- d. Provide on-going technical assistance and consultation through the DV Coordinator's Office, including participating on the Advisory Committee.

4. JOINT CITY AND COUNTY RESPONSIBILITY WILL BE TO:

- a. Assure that the services provided at the Center are coordinated with and integrated into the larger domestic violence victim services and criminal justice response.

5. AN EVALUATION PLAN FOR THE CENTER

- a. The Feasibility Study for the Center recommends an evaluation plan be created to evaluate the intended outcomes of the Center and to create a mechanism for making needed program changes based on data collected. The Implementation Task Force proposed that a portion of the one-time funds allocated by the City be used for evaluation design and implementation.
- b. The Feasibility Study tasks the Advisory Council (referred to as Governance Council in the Feasibility Study) with the responsibility for development of an evaluation plan and monitoring of the operations of the Center based on that plan.
- c. Pursuant to those recommendations, the Advisory Council shall develop an evaluation plan which collects key data to measure the impact of the Center on the Center participants and their children and provide data regarding the Center's impact on the exiting domestic violence service system, in addition to other data the Advisory Council deems necessary to collect to maintain and monitor the Center's operations.
- d. An evaluation of the Center shall begin at the end of second year of operation of the Center, and shall be completed prior to the end of the third year of operation of the Center to allow the County Board of Commissioners and the City Council to evaluate the impact and effectiveness of the Center.

- e. The Center Director shall be responsible for oversight and management of the evaluation plan at the direction of the Advisory Council.
 - f. The Advisory Council shall recommend a budget for the evaluation plan subject to approval by the City Council.
5. **TERMINATION.** Either party upon 30 days written notice may terminate this agreement.
6. **AMENDMENTS.** This agreement can be amended by mutual written agreement of the both parties.
7. **INDEMNIFICATION** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless City from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, City shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of City, its officers, employees and agents in the performance of this agreement.
8. **INSURANCE** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
9. **ADHERENCE TO LAW** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
10. **NON-DISCRIMINATION** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
11. **ACCESS TO RECORDS** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
12. **SUBCONTRACTS AND ASSIGNMENT** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

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13. THIS IS THE ENTIRE AGREEMENT This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

Multnomah County, Oregon

City of Portland

By: Ted Wheeler, Chair

By:

Title:

Approved as to Form:

Approved as to Form:

Multnomah County Attorney

Portland City Attorney

LEASE

DRAFT

Date:

Between: Multnomah County, Oregon ("Landlord")
Facilities and Property Management
401 N. Dixon Street
Portland, OR 97227

And: City of Portland ("Tenant")

Landlord owns a multi-building facility located in the Gateway Section of the City of Portland, Oregon with street addresses identified as 10305 East Burnside Street to 10317 East Burnside Street. Landlord leases to Tenant and Tenant leases from Landlord the following described property (the "Premises") on the terms and conditions stated below:

Approximately **10,802** square feet of space, as shown in Exhibit "A" of this Lease, the Building and Premises known as the Multnomah County Children's Receiving Center Residential Building located at **10305 East Burnside Street, Portland, Oregon 97216**. In addition and subject to the rights of the other Tenants to use the kitchen facilities located in the premises to prepare meals and other uses, Tenant shall also have a non-exclusive use of the kitchen facilities for minimal uses such as making coffee, tea and light refreshments; subject to the rights of the other Tenants of the "MDT Building" located at 10317 East Burnside, Tenant shall have the right to use the "Common conference Room" in the basement of the MDT Building.

Section 1. Occupancy

1.1 Original Term. The term of this Lease shall commence _____ **November 1, 2009** or as soon thereafter as **Tenant begins using the Premises in furtherance of operation the Domestic Violence Center, and continue through for a period of five years** _____ unless sooner terminated as hereinafter provided.

1.2 Possession. Tenant's right to possession and obligations under the Lease shall commence on _____, **November 1, 2009**, or on such date as the work to be performed by landlord is substantially complete and the Premises are available for possession by Tenant if possession is not given on the opening day of the term. Landlord shall have no liability for delays in delivery of possession and Tenant will not have the right to terminate this Lease because of delay in delivery of possession except as hereinafter provided.

1.3 Renewal Option. If the Lease is not in default at the time each option is exercised or at the time the renewal term is to commence, Tenant shall have the option to renew this Lease for 3 successive terms of 5 years each, as follows:

- (1) Each of the renewal terms shall commence on the day following expiration of the preceding term.
- (2) The option may be exercised by written notice to Landlord given not less than **90** days prior to the last day of the expiring term. The giving of such notice shall be sufficient to make the Lease binding for the renewal term without further act of the parties.
- (3) The terms and conditions of the Lease for each renewal term shall be identical with the original term except for rent. Rent for a renewal term shall be as mutually agreed upon between Landlord and Tenant.
- (4) Landlord may evaluate Tenant's ~~program operations in accordance with the use~~ of the Premises for conformance to standards of operation, and may choose not to renew the Lease under this Section 1.3 Renewal Option, if Landlord determines that Tenant's use of the Premises is non-compliant with such standards as determined by Landlord.

1.4 Early Termination.

- (1) It is understood and agreed that Landlord or Tenant may cancel this agreement, effective on any date during the term hereof, by giving notice to the other of not less than 930^[EO1] days written notice of such cancellation.
- (2) Tenant may terminate this Lease upon 630^[EO2] days written notice to Landlord, effective on or after the effective date of termination by Multnomah County of Contract No. _____ between Multnomah County and _____ The City (Tenant) dated _____ for the purpose of operating the Domestic Violence Center as provided in Section 3.1, or any successive contract for such services at the Premises.
- (3) In the event of early termination as provided herein, Tenant shall be allowed up to an additional **30** days after the established terminate date under Sub-section (1) or (2) to relocate operations of the Premises. Provided Tenant shall be responsible for any rental amount due until such date that operations relocation and/or compliance with Section 15.1 obligations are completed. In the event that Contract No. _____ is terminated, and if Tenant obtains program funding through alternative sources and approved by Landlord, this Lease may continue through the original term under all other terms, conditions and provisions set forth herein.

Section 2. Rent

2.1 Base Rent. During the original term, Tenant shall pay to Landlord as base rent the sum of \$ -0- per month stated in terms of dollars. Rent for purposes of this Lease shall be Tenant's ongoing and continuous performance of and compliance with all terms and conditions of that certain Intergovernmental Agreement (County Contract No. _____) between Tenant and

Landlord wherein Tenant is the Contractor to operate and provide the Domestic Violence Center at the Premises.

2.2 Additional Rent. Any other sum that Tenant is or may in the future be required to pay to Landlord shall be considered additional rent.

Section 3. Permitted Use

3.1 Permitted Use. The Premises shall be used to provide domestic violence services, consistent with the Domestic Violence Center program requirements in compliance with all terms and conditions of that certain Intergovernmental Agreement (County Contract No. _____) and for no other purpose without the consent of Landlord.

3.2 Restrictions on Use. In connection with the use of the Premises, Tenant shall:

- (1) Conform to all applicable laws and regulations of any public authority affecting the Premises and the use, and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use, but Tenant shall not be required to make any structural changes to effect such compliance.
- (2) Refrain from any activity that would make it impossible to insure the Premises against casualty, would increase the insurance rate, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successor, allowing Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional cost of the insurance.
- (3) Refrain from any use that would be reasonably offensive to other tenants or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the premises.
- (4) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Landlord.
- (5) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the Premises without the written consent of Landlord, which shall not be unreasonably withheld.

3.3 ~~3.3~~ Hazardous Substances. Tenant shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Tenant may use or otherwise handle on the Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of the Permitted Use specified in Section 3.1. Tenant may store such hazardous Substances on the Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled or stored on the Premises. Upon the expiration or termination of this Lease, Tenant shall remove all Hazardous Substances from the Premises. The term Environmental

Law shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. The term hazardous Substance shall mean any hazardous, toxic, infectious or radioactive substance, waste, and material as defined or listed by any Environmental law and shall include, without limitation, petroleum oil and its fractions.

3.4 Parking. Tenant, its employees, sublessees and clientele shall have exclusive use of the parking designated for use by the previous tenant of the residential building.

Section 4. Repairs and Maintenance

4.1 Maintenance and Repair of Premises. Responsibilities for repair and maintenance of the Premises shall be as follows:

- (1) Landlord shall perform all necessary maintenance and repairs to the structure, foundation, exterior walls, roof, doors and windows, elevators, emergency lighting, and Lessor-provided fire extinguishers, sidewalks and parking area, which are located on the Premises or the structure in which the Premises are located. Landlord shall maintain the premises in a hazard free condition and shall repair or replace, if necessary and at Landlord's sole expense, the heating, air conditioning, plumbing, electrical, and lighting systems in the Premises, obtaining required permits and inspections from Codes Enforcement authorities. Landlord shall keep the Premises, improvements, grounds, and landscaping in good repair and appearance. Carpets shall be repaired and replaced as necessary by Landlord. Landlord shall furnish, install and replace all exterior and interior lighting bulbs, ballasts and fluorescent tubes.
- (2) Tenant shall take good care of the interior of the Premises and at the expiration of the term surrender the Premises in as good condition as at the commencement of this Lease, excepting only reasonable wear, permitted alterations, and damage by fire or other casualty.
- (3) Landlord shall perform all necessary repairs and maintenance. Landlord shall have no liability for failure to perform required maintenance and repair unless written notice of such maintenance or repair is given by Tenant and Landlord fails to commence efforts to remedy the problem in a reasonable time and manner.

4.2 Tenant's Obligations. The following shall be the responsibility of Tenant:

- (1) Any repairs necessitated by the negligence of Tenant, its agents, employees, and invitees, except as provided in Section 6.2 dealing with waiver of subrogation, but including repairs that would otherwise be the responsibility of Landlord under Section 4.1.
- (2) Any repairs or alterations required under Tenant's obligation to comply with laws and regulations as set forth in Section 3.2(1), provided however, that Landlord shall be responsible for any physical improvements, repairs, or alterations that are not specifically required or requested due to Tenant's permitted use of the Premises and Building.

- (3) All other repairs to the Premises which Landlord is not required to make under Section 4.1.

4.3 Landlord's Interference with Tenant. In performing any repairs, replacements, alterations, or other work performed on or around the Premises, Landlord shall have the authority to erect scaffolding and other apparatus necessary for these purposes. Landlord shall conduct these tasks in a manner as to avoid unreasonable interference with Tenant. Tenant shall have neither right to an abatement of rent nor any claim against Landlord for any inconvenience or disturbance resulting from Landlord's activities performed in conformance with the requirement of this provision, except when such activities render the Premises and/or Building unsuitable for occupancy as required by Tenant's permitted use of the Premises and Building.

4.4 Inspection of Premises. Landlord shall have the right to inspect the Premises at any reasonable time or times to determine the necessity of repair. Whether or not such inspection is made, the duty of Landlord to make repairs shall not mature until a reasonable time after Landlord has received from Tenant written notice of the repairs that are required.

Section 5. Alterations

5.1 Alterations Prohibited. Tenant shall make no improvements or alterations on the Premises of any kind without first obtaining Landlord's written consent. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes. ~~Alterations requested by Tenant will be performed by Landlord at the expense of Tenant.~~

~~**5.2 Building Improvements Prior to Occupancy.** Landlord will manage building improvements prior to occupancy pursuant to the specifications of the Tenant. Design/Build/Construction (not fully defined) work to be completed by Landlord to include: 1) Preparation of Construction/Bid Documentation; 2) Advertise/Bid/Contract for Construction Services per project specification including alternates as requested by Tenant; 3) Construction/Contract Management; and 4) Project Close-Out.~~

~~The Landlord will advise the Tenant of the costs and will not proceed with work until authorized by the Tenant. Landlord will monitor all authorized work to ensure that there are no cost overruns on the project.~~

~~Tenant agrees to pay for these services pursuant to approving an estimated budget. Landlord will submit to Tenant a detailed budget and schedule for the proposed construction work and contract supervision. Any overhead or administrative costs for Landlord personnel will be clearly identified in the project estimates, budgets and billings.~~

~~Tenant will authorize Landlord to proceed with work in a timely manner after receipt of the estimates and budgets identified above.~~

5.2 ~~5.2~~ **Ownership and Removal of Alterations.** All improvements and alterations performed on the Premises by either Landlord or Tenant including the improvements constructed pursuant to Section 5.3 herein; shall be the property of Landlord when installed unless the applicable Landlord's consent or work sheet specifically provides

otherwise. Improvements and alterations installed by Tenant shall at Landlord's option, be removed by Tenant and the Premise restored unless the applicable Landlord's consent or worksheet specifically provides otherwise.

Section 6.5.3 - Building Improvements

- ~~5.3.1 Plans and Specifications. Landlord shall develop in cooperation with Tenant several alternative-The preliminary plans and specifications or the "schematic" for Tenant-requested improvements, ("T.R.P"'s) is attached identified as Exhibit -A. Tenant shall designate which of the alternative plans and specifications shall be submitted in request for bids.~~
- 5.3.1 **Development of Plans and Specification.** Landlord shall contract with an Architectural Service Provider ("Architect") for the further development of plans and specifications, construction administration services, and project closeout documentation for the TRIs. The Tenant shall reimburse the Landlord for all charges for these services, including any development and schematic work completed to date. The Landlord, along with the Tenant, will work with the Architect to develop existing schematic plans into fully executable construction plans and specifications. ~~documents.~~ At such time that a finished set of plans and specifications for the TRI's are drafted and agreed to by Landlord and Tenant that set of plans and specifications shall be added as Exhibit C to this lease.
- 5.3.2 **Bidding Process.** Landlord shall advertise and request bids for the ~~agreed-upon-the~~ construction of the TRI's in compliance with the plans and specifications set forth in Exhibit A; as agreed to pursuant to Section 5.3.1. ~~Landlord shall consult Tenant prior to awarding the contract.~~ Tenant shall participate in the review of the submitted bids.
- 5.3.3 **Contracting Process- Tenant Review.** Tenant's review of the estimated budget and construction schedule of the successful bid for the TRI's prior to Landlord's entry into a contract for the work shall be done in a time and manner consistent with Landlord's contract and procurement procedures and policies for public works projects. The estimated budget shall contain separate line items for construction costs, contract supervision fees charged by Landlord, telecom/data infrastructure, and any overhead or administrative costs charged by Landlord. Tenant shall promptly advise Landlord of any issues related to the proposed work. Landlord and Tenant shall meet in good faith to discuss any issues raised by Tenant. If Landlord and Tenant cannot agree on the resolution of any major issues in dispute, Landlord's obligations under this provision shall cease and Landlord shall be relieved of any further obligation to award a contract and or pursue the construction of the TRI's. ~~Landlord shall enter into a contract for improvements and shall manage the operation of that contract, including Project Close-out. Tenant shall review the estimated budget and estimated construction schedule prior to Landlord's entry into a contract for improvements.~~
- 5.3.4 **Contracting Process.** Provided an acceptable responsive bid is received, the Landlord shall award a contract for and manage the construction of the TRI's in compliance with the plans and specifications in Exhibit A. Landlord shall only award a contract for construction of the TRI's if the available funds provided by Tenant will cover the contract amount and Landlord and Tenant have resolved any issues under Section 5.3.3.
- 5.3.5 **Cost.** As provided in Section 5.3.1, Tenant is responsible to reimburse Landlord for the cost of the development work to date incurred by Landlord. If a contract is awarded, Tenant is responsible for the 100% of the costs of the design and construction of the ~~Tenant requested improvements.~~ TRI's. ~~Tenant shall not be required to pay for any~~

~~improvements unless Tenant first approves (i) an estimated budget and (ii) an estimated construction schedule. The estimated budget shall contain separate line items for construction costs, contract supervision fees charged by Landlord, telecom/data infrastructure, and any overhead or administrative costs charged by Landlord. Tenant approval of the estimated budget and timeline shall not be unreasonably withheld.~~

5.3.6 Cost Over-runs. ~~Tenant expects that the~~**Runs.** The estimated TRI construction budget will include an amount reserved for cost-overruns. If at any time after award of the contract, it appears that the cost of the TRI's will exceed the estimated budget; Landlord agrees to immediately notify Tenant. ~~when it appears that the cost of the improvements will exceed the estimated budget.~~ Landlord and Tenant will cooperate in determining whether any ~~cost-cutting measures~~ reasonable measures could be pursued to cut costs; but Tenant shall not be relieved of its obligation to cover all costs reasonably incurred in the performance of the work herein.

~~could bring the project back in line with the original estimate.~~

5.3.7 Payments. Tenant shall make payment as follows: Tenant shall transfer and deliver 100% of the budgeted cost of the TRI's construction to Landlord on the date of the award of the contract as provided herein. The total allowable budget for the TRI's is \$600,000.

- a. Upon submission of estimated budget: one-third of estimated budget which shall include the costs already incurred as in Sec. 5.3.5 in an amount not to exceed \$200,000.00
- b. Start of construction: \$- one-third of estimated budget not to exceed \$200,000.00.
- c. Project Close-Out: remaining balance based on actual costs, the total of all payment shall not exceed -\$-600,000.00.0

Section 667. Insurance

6.1 Insurance Required Landlord. Landlord shall bear the expense of any insurance insuring the Premises against fire and other risks. Tenant shall bear the expense of any insurance insuring the property of Tenant on the Premises against such risks but shall not be required to insure.

6.2 Insurance Required Tenant. Landlord acknowledges Tenant is self-insured. ~~Tenant is no longer self-insured.~~ Tenant shall provide at its expense ~~on or before the Commencement Date~~ and keep in force during the Term, naming Landlord insured, (i) a commercial general liability insurance policy or such successor comparable form of coverage (hereinafter referred to as a "Liability Policy") written on a "claims made basis", including, without limitation, blanket contractual liability coverage, broad form property damage, independent contractor's coverage, and personal injury coverage, protecting Landlord and Tenant against liability occasioned by any covered occurrence on or about the Premises. Such policy shall be written by a good and solvent insurance company licensed to do business in the State of Oregon and shall provide overage limits of not less than \$1,000,000 combined single limit per occurrence for bodily or personal injury (including death) and property damage combined, subject to a commercially reasonable deductible. Prior to the time such insurance is first required to be carried by Tenant and thereafter, Tenant agrees to deliver to Landlord a certificate evidencing such insurance coverage. Said certificate shall contain an endorsement that such insurance may not be canceled except upon 10 days prior written notice to Landlord.

6.3 Waiver of Subrogation. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

Section 7. Taxes

7.1 Property Taxes. Tenant shall pay as due all taxes on its personal property located on the Premises. Tenant shall, upon invoice from Landlord, reimburse Landlord for all real property taxes levied against the Premises. As used herein, real property taxes include any fee or charge relating to the ownership, use or rental of the Premises, other than taxes on net income of Landlord. **If Tenant intends to seek exemption from real property taxes Tenant shall apply for exemption through Multnomah County Assessment and Taxation pursuant to ORS 307.112.**

7.2 Special Assessments. If an assessment for a public improvement is made against the Premises, Landlord may elect to cause such assessment to be paid in the maximum number of installments allowed by law, in which case all of the installments payable with respect to the lease term shall be treated the same as general real property taxes for purposes of Section 7.1.

7.3 Contest of Taxes. Tenant shall be permitted to contest the amount of any tax or assessment as long as such contest is conducted in a manner that does not cause any risk that Landlord's interest in the Premises will be foreclosed for nonpayment. Landlord shall cooperate in any reasonable manner with such contest by Tenant.

7.4 Proration of Taxes. Tenant's share of real property taxes and assessments for the years in which this Lease commences or terminates shall be prorated based on the portion of the tax year that this Lease is in effect.

Section 8. Services and Utilities

8.1 Landlord and Tenant Responsibilities. Landlord will cause the utilities and services listed below to be furnished to the Premises. Costs shall be paid as indicated:

<u>Utility or Service</u>	<u>Cost Paid By:</u>	
	<u>Landlord</u>	<u>Tenant</u>
Water	X	
Sewer	X	
Electricity	X	
Gas	X	
Trash Removal	X	
Janitorial Service	X	
Janitorial Supplies	X	
Window Washing	X	
Snow and Ice Removal	X	
Internet Service	X	

8.2 Recycling Materials. Landlord shall support the policy for recycling materials as provided in ORS 279.560 by providing adequate collection areas and storage facilities for office recycling programs when recycling services are available to Tenant.

Section 9. Damage and Destruction

9.1 Partial Damage. If the Premises are partly damaged and Section 9.2 does not apply, the Premises shall be repaired by Landlord at Landlord's expense. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of Landlord and shall be performed in accordance with the provisions of Section 4.1(1) and Section 4.3.

9.2 Destruction. If the Premises or the structure are destroyed or damaged such that the cost of repair exceeds 50% of the value of the structure before the damage, either party may elect to terminate the Lease as of the date of the damage or destruction by notice given to the other in writing not more than 45 days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination, and Tenant shall be entitled to the reimbursement of any prepaid amounts paid by Tenant and attributable to the anticipated term. If neither party elects to terminate, Landlord shall proceed to restore the Premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppages on account of labor disputes and matters beyond Landlord's reasonable control.

9.3 Rent Abatement. Rent shall be abated during the repair of any damage to the extent the Premises are untenantable, except that there shall be no rent abatement where the damage occurred as the result of the fault of Tenant.

9.4 Damage Late in Term. If damage or destruction to which Section 9.2 would apply occurs within one (1) year before the end of the then-current Lease term, Tenant may elect to terminate the Lease by written notice to Landlord given within 30 days after the date of the damage. Such termination shall have the same effect as termination by Landlord under Section 9.2.

Section 10. Liability and Indemnity

10.1 Liens

- (1) Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the premises, and shall keep the Premise free from any liens. If Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 8% per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

- (2) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Landlord's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Tenant shall, within 10 days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result for a foreclosure or sale under the lien.

10.2 Indemnification. Tenant shall indemnify and defend Landlord from any claim, loss, or liability arising out of or related to any negligent activity of Tenant on the Premises or any condition of the premises in the possession or under the control of Tenant. Landlord shall have no liability to Tenant for any injury, loss, or damage caused by third parties, or by any condition of the Premises except to the extent caused by Landlord's negligence or breach of duty under this Lease.

Section 11. Quiet Enjoyment; Mortgage Priority

11.1 Landlord's Warranties.

- (1) Landlord warrants that it is the owner of the Premises and has the right to lease them. Landlord will defend Tenant's right to quiet enjoyment of the Premises from the lawful claims of all persons during the Lease term.
- (2) Landlord affirms that construction of the Premises, including any common areas within the real property in which the Premises are situated, complies with all applicable regulatory and building codes requirements in place at the time of completion of construction, for occupancy by Tenant for the permitted uses under this Lease, and meets the standards in place at the time of construction of the Building for the Americans With Disabilities Act (ADA) for accessibility in accordance with the standards provided in the ADA Accessibility Guidelines for Buildings and Facilities, including accessible parking for the disabled in compliance with ORS 447.223.
- (3) Landlord warrants that there are no asbestos containing materials (ACM) within the Premises, including common areas within the real property in which the Premises are situated, or that any such ACM in the Premises have been removed or abated and the Premises have been inspected by a competent inspector, qualified to perform such inspection under applicable law and regulations, and certified as safe from all friable ACM.

Section 12. Assignment and Subletting

12.1 ~~—Assignments and, mortgages, subleases—~~No part of the Premises may be assigned or, mortgaged, or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of Landlord. This provision shall apply to all transfers by operation of law. No consent in one instance shall prevent the provision from applying to a subsequent instance. In determining whether to consent to assignment Landlord may consider the following

factors: financial ability of assignee; use of Premises to be similar to the Use permitted under Section 3.1 of this Lease.

12.2 ~~Occupancy Agreements~~ – Subleases Tenant may enter into ~~occupancy agreements~~ subleases with service providers pursuant to that certain Intergovernmental Agreement (County Contract No. _____) without prior written consent from Landlord. In any such sublease Tenant shall be considered the “Sublessor” and the persons or entities that lease space from Tenant as Sublessor shall be “Sublessees”. All Sublessees shall qualify as government or otherwise non-profit to maintain the tax exempt status of the facility.

12.3 Tenant shall ensure and require that each sublease contain the following clause:

Master Lease: Sublessor is the lessee of the Premises and Non-exclusive Premises by virtue of a lease, hereinafter the “Master Lease”, wherein Multnomah County is Lessor, hereinafter the “Master Lessor”. This Sublease is and shall be at all times subject and subordinate to the Master Lease and Amendments to the Master Lease, attached hereto and made a part of the Sublease as **Exhibit** .

12.1 _____

Section 13. Default

The following shall be events of default:

13.1 Default in Rent. Failure of Tenant to comply with the requirements of Section 2.1; **10** days after written notice by Landlord specifying the nature of the default with reasonable particularity or to pay any rent or other charge within **10** days after written notice that it is due.

13.2 Default in Other Covenants. Failure of Tenant to comply with any term or condition or fulfill any obligation of the Lease (other than as specified in Section 13.1) within **20** days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the **20** day period, this provision shall be complied with if Tenant begins correction of the default within the **20** day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

13.3 Insolvency. Insolvency of Tenant; an assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within **30** days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within **10** days shall constitute a default. If the Lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Tenant under the Lease.

Section 14. Remedies on Default

In the event of default by Tenant, the Lease may be terminated at the option of Landlord by written notice to Tenant. Whether or not the Lease is terminated by the election of Landlord, Landlord shall be entitled to pursue any remedies available to Landlord under applicable law.

Section 15. Surrender at Expiration

15.1 Condition of Premises. Upon expiration of the Lease Term or earlier termination on account of default, Tenant shall deliver all keys to Landlord and surrender the Premises in first-class condition and broom clean. Alterations constructed by Tenant with permission from Landlord shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which the Premises are leased shall be excepted but repairs for which Tenant is responsible shall be completed to the latest practical date prior to such surrender. Tenant's obligations under this section shall be subordinate to the provisions of Section 8 relating to destruction.

15.2 Fixtures

- (1) All fixtures placed upon the Premises during the term, other than Tenant's trade fixtures, shall, at Landlord's option, become the property of Landlord. If Landlord so elects, Tenant shall remove any or all fixtures that would otherwise remain the property of Landlord, and shall repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at the legal rate from the date of expenditure.
- (2) If a month-to-month tenancy results from a holdover by Tenant under this Section 15.3, the tenancy shall be terminable at the end of any monthly rental period on written notice from Landlord given not less than **30** days prior to the termination date which shall be specified in the notice. Tenant waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

Section 16. Miscellaneous

16.1 Nonwaiver. Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

16.2 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees at trial, on petition for review, and on appeal.

16.3 Notices. Any notice required or permitted under this Lease shall be given when actually delivered or **48** hours after deposited in United States mail as certified mail addressed to the address first given in this Lease or to such other address as maybe specified from time to time by either of the parties in writing.

16.4 Succession. Subject to the above-stated limitations on transfer of Tenant's interest, this Lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

16.5 Entry for Inspection. Landlord shall have the right to enter upon the Premise with 24 hours prior notice to determine Tenant's compliance with this Lease, to make necessary repairs to the building or to the Premises, or to show the Premises to any prospective tenant or purchaser, except in cases of emergency when Landlord shall have the right to enter upon the Premises without notice. In addition, Landlord shall have the right, at any time during the last two months of the term of this Lease, to place and maintain upon the Premises notices for leasing or selling of the Premises.

16.6 Interest on Rent and Other Charges. Any rent or other payment required of Tenant by this Lease shall, if not paid within 10 days after it is due, bear interest at the rate of 8% per annum (but not in any event at a rate greater than the maximum rate of interest permitted by law) from the due date until paid. In addition, if Tenant fails to make any rent or other payment required by this Lease to be paid to Landlord may elect to impose a late charge of five cents (\$0.05) per dollar of the overdue payment to reimburse Landlord for the costs of collecting the overdue payment. Tenant shall pay the late charge upon demand by Landlord. Landlord may levy and collect a late charge in addition to all other remedies available for Tenant's default, and collection of a late charge shall not waive the breach caused by the late payment.

16.7 Proration of Rent. In the event of commencement or termination of this Lease at a time other than the beginning or end of one of the specified rental periods, then the rent shall be prorated as of the date of commencement or termination and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Tenant or paid on its account.

16.8 Oregon Tort Claims Act. Any covenant herein by Landlord to defend, indemnify or hold harmless the Tenant or to assume liability for damages of any kind whatsoever, shall be subject to the provisions of the Oregon Tort Claims Act, ORS 30.260 – 30.300, and within the limits in ORS 30.270.

16.9 Time of Essence. Time is of the essence of the performance of each of Tenant's obligations under this Lease.

LANDLORD:
Multnomah County, Oregon

TENANT:
City of Portland

By: Ted Wheeler, Chair

By:
Title:

Reviewed by: _____

Reviewed by: _____

Matthew O. Ryan, Assistant County Attorney

Ellen Osoinach, Deputy City Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 09-130

Approving an IGA and Lease with the City of Portland for a Portion of the Gateway Children's Center Building for a One-Stop Domestic Violence Service Center

The Multnomah County Board of Commissioners Finds:

- a. On July 9, 2009, by Resolution 09-096, the Board accepted the report and recommendations contained in the Feasibility Study for a One-Stop Domestic Violence Service Center (OSDV Service Center) and declared a portion of the Gateway Children's Center Building as surplus property (Property) appropriate for use as an OSDV Service Center.
- b. Commissioner Cogen, the Multnomah County Domestic Violence Coordinator and the Facilities and Property Management Division have worked together to negotiate the terms of an IGA with the City of Portland to implement the study recommendations for a OSDV Service Center on the Property. The Property is located at 10305 SE Burnside Street, Portland, Oregon, and was formerly occupied by the Children's Receiving Center.
- c. Under the terms of the IGA, the County will lease the Property to the City and develop and oversee the architectural and construction services that will be paid for by the City.
- d. The attached IGA and Lease have been negotiated with the City and it is in the best interests of the County to enter into the IGA and lease the Property on the terms and conditions set forth in the attached documents.

The Multnomah County Board of Commissioners Resolves:

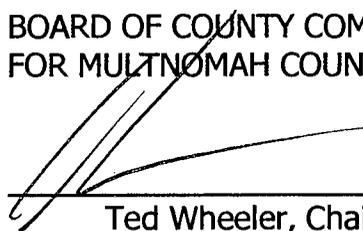
1. The attached Intergovernmental Agreement regarding a One-Stop Domestic Violence Service Center is approved; and upon approval of the agreement by Portland, the County Chair is authorized and directed to sign the agreement in a form substantially as set forth in the attachment.
2. The Board approves the attached lease of the Property. The County Chair is authorized to execute a lease in a form substantially as set forth in the attachment.

3. The County Chair is authorized to execute amendments and renewals of the lease without further Board action.

ADOPTED this 22nd day of October, 2009.



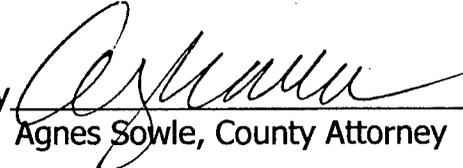
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 

Agnes Sowle, County Attorney

SUBMITTED BY:
Commissioner Jeff Cogen

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement is entered into by and between the City of Portland, Oregon ("City"), and Multnomah County, Oregon ("County").

PURPOSE

The purpose of this Intergovernmental Agreement ("IGA" or "agreement") is to establish a framework for the City and County to jointly support the Gateway Center for Domestic Violence Services ("the Center") to provide accessible and coordinated services to victims of domestic violence and their children. This IGA lays out the principles and processes by which the City-County collaboration will be developed and function.

It is the intent of the City and the County to implement the Center in order to provide an opportunity for co-location of agencies to improve service delivery by facilitating communication among domestic violence community-based services, law enforcement, and prosecution agencies. The goal of the Center is to provide victim-centered services that promote victim autonomy.

RECITALS

- a. The City has approved an operational budget annually of \$422,000 and \$1.76 million in one-time only funding to launch the Center.
- b. The City is the fiscal agent for operation of the Center, and employees of the Center are deemed employees of the City for purposes of determining fringe benefits and supervisory structure.
- c. The County has approved the free use of the property described in Exhibit A for the Center's operation, and will prepare a leasing agreement with the City for use of the building.
- d. The City accepted the recommendations for the Feasibility Study for a One-Stop Domestic Violence Center dated February 2008. Pursuant to that report the City in conjunction with the County convened an Implementation Task Force to work on budgetary and governance issues.
- e. The County has passed a resolution that accepted the City's Report and Recommendations of the Feasibility Study for a One-Stop Domestic Violence Service Center dated February 2008, and has agreed to join with the City and other appropriate partners to negotiate the terms of an agreement to establish a One-Stop Domestic Violence Service Center. Commissioner Cogen has been authorized to work with the Multnomah County Domestic Violence Coordinator and Facilities and Property Management to negotiate terms of an IGA with the City to implement the recommendations of the Feasibility Study for a One-Stop Domestic Violence Center.

The parties agree as follows:

1. **TERM** This Agreement shall extend from July 1, 2009 to June 30, 2014. This agreement may be renewed or extended upon written agreement of both parties provided in this agreement.

2. **RESPONSIBILITIES OF CITY WILL BE TO:**

- a. Provide Commissioner Dan Saltzman to act as the elected official to be the City government liaison to the Center. In the event that Commissioner Saltzman is no longer able or willing to serve as liaison, the City Council will appoint another elected official to be the City government liaison to the Center.
- b. The role of the City government liaison will be to provide overall leadership to the Center at the City government and community level, to appoint members of the Advisory Council, as described below, to participate on and support the activities of the Advisory Council, to confer annually with the County liaison or as needed about Center operations, City funding and County provision of facilities, and to assure that the Director is hired and supervised at the City.
- c. Provide and supervise a full time Director to oversee and manage operations, partnerships outreach and evaluation for the Center. The Director will hold overall responsibility for effective operation of the Center including occupancy agreements with partner agencies and staffing of the Advisory Council.
- d. It is anticipated that in addition to the Director, the City will provide a full time operations manager, receptionist, security guard, three FTE contracted Navigators, .5 FTE Civil legal attorney, and other (non-facilities related) costs related to providing access and services to victims on site. These staffing levels are subject to change based on the input of the Advisory Council and subject to City budgetary conditions.
- e. The City shall establish and staff a Center Advisory Council
 - 1) An Advisory Council shall be formed to provide high level advice related to policy and operations of the Center to the Center Director and to the City Council and Board of County Commissioners.
 - 2) The Advisory Council shall have no more than 13 members and no fewer than 9 members who represent the diversity of agencies that provide intervention in domestic violence, including representatives from the Multnomah County Domestic Violence Coordinator's Office (1), Office of the District Attorney (1), Portland Police Bureau (1), Department of Human Services (1), Non-profit Domestic Violence

Service Providers (3), the Multnomah County Circuit Court (1), the Multnomah County Family Violence Coordinating Council (1), Civil legal service provider (1), domestic violence survivors (1), and the governmental liaisons (2).

- 3) Appointments will be of specific individuals representing named entities or bringing particular expertise to the project. Initial appointments to the Advisory Council shall be for a term of two or three years, as indicated below. Following the initial appointments, terms shall be for two years. Individuals can serve on the Advisory Council for multiple terms.
- 4) Advisory Council members shall be appointed by the designated government liaisons who will seek to come to agreement on who the members should be. In the event the government liaisons do not agree on appointments to the Advisory Council, appointments will be made by the government liaison representing either the City or the County as named below.

Entity or Expertise	Appointment Authority In the Event of Disagreement
Community based DV Agency (2 year)	City
Community based DV Agency (3 year)	County
Community based DV Agency (2 year)	County
Department of Human Services (3 year)	City
District Attorney's Office (2 year)	City
Domestic Violence Coordinator's Office (3 year)	County
Domestic Violence Survivor (2 year)	City
Legal Aid Services of Oregon (3 year)	County
Multnomah County Circuit Court (2 year)	County
Portland Police Bureau (3 year)	City
Family Violence Coordinating Council (2 year)	City

- 5) The role of the Advisory Council shall be:
 - i. To adopt Advisory Council operating principles consistent with the

goals of the Center to provide victim centered services that promote victim autonomy. These principles will include a process to identify policy level disagreements, for resolutions of disagreements, for involving the larger domestic violence service community including but not limited to airing at the Family Violence Coordinating Council. The operating principles will include rules related to voting.

- ii. To develop and adopt an evaluation plan consistent with the provisions contained later in this document regarding "An Evaluation Plan for the Center."
 - iii. To approve all occupants of the Center at the agency level, and approve expulsion of Center occupants at the agency level. The City will ensure that all persons or entities that occupy space in the Premises are sublessees and shall execute a Sublease that expressly provides that the Sublease is subject to the Master Lease between the County and the City. All Sublessees shall qualify as government or otherwise non-profit to maintain the tax exempt status of the facility
 - iv. Review and annually make recommendations to the City Council regarding the Center's operating budget and Board of County Commissioners regarding the County's grant of the facilities to the center, and advocate for adequate funding for the Center.
 - v. To report annually to the City and County Commissioners, in conjunction with the Director, regarding the Center's outcomes, operations, funding, facility or other issues.
- 6) The Advisory Council or any individual member of the Advisory Council can along with the Center Director solicit policy level feedback from the Family Violence Coordinating Council at any time.
- f. Develop Interagency Agreements/MOU's with Center sub-lessees regarding use of facility and policies and procedures, which will conform to the terms of the Master Lease.

3. RESPONSIBILITIES OF COUNTY WILL BE TO:

- a. Provide Commissioner Jeff Cogen to act as the elected official to be the government liaison to the Center. In the event that Commissioner Cogen is no longer able or willing to serve as liaison, the Board of County Commissioners will appoint another elected official to be the government liaison to the Center.

- b. The role of the County liaison will be: to provide overall leadership to the Center at the County government and community level; to appoint members of the Advisory Council, as described above; to participate on and support the activities of the Advisory Council, to confer annually with the City liaison or as needed about City funding for the Center and County provision of facilities.
- c. Provide use of the property described in Exhibit A for Center operations on terms contained in the lease attached as Exhibit B.
- d. Provide on-going technical assistance and consultation through the DV Coordinator's Office, including participating on the Advisory Committee.

4. JOINT CITY AND COUNTY RESPONSIBILITY WILL BE TO:

- a. Assure that the services provided at the Center are coordinated with and integrated into the larger domestic violence victim services and criminal justice response.

5. AN EVALUATION PLAN FOR THE CENTER

- a. The Feasibility Study for the Center recommends an evaluation plan be created to evaluate the intended outcomes of the Center and to create a mechanism for making needed program changes based on data collected. The Implementation Task Force proposed that a portion of the one-time funds allocated by the City be used for evaluation design and implementation.
- b. The Feasibility Study tasks the Advisory Council (referred to as Governance Council in the Feasibility Study) with the responsibility for development of an evaluation plan and monitoring of the operations of the Center based on that plan.
- c. Pursuant to those recommendations, the Advisory Council shall develop an evaluation plan which collects key data to measure the impact of the Center on the Center participants and their children and provide data regarding the Center's impact on the exiting domestic violence service system, in addition to other data the Advisory Council deems necessary to collect to maintain and monitor the Center's operations.
- d. An evaluation of the Center shall begin at the end of second year of operation of the Center, and shall be completed prior to the end of the third year of operation of the Center to allow the County Board of Commissioners and the City Council to evaluate the impact and effectiveness of the Center.

- e. The Center Director shall be responsible for oversight and management of the evaluation plan at the direction of the Advisory Council.
 - f. The Advisory Council shall recommend a budget for the evaluation plan subject to approval by the City Council.
5. **TERMINATION.** Either party upon 30 days written notice may terminate this agreement.
6. **AMENDMENTS.** This agreement can be amended by mutual written agreement of the both parties.
7. **INDEMNIFICATION** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless City from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, City shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of City, its officers, employees and agents in the performance of this agreement.
8. **INSURANCE** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
9. **ADHERENCE TO LAW** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
10. **NON-DISCRIMINATION** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
11. **ACCESS TO RECORDS** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

12. SUBCONTRACTS AND ASSIGNMENT Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

13. THIS IS THE ENTIRE AGREEMENT This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

Multnomah County, Oregon

City of Portland

By: Ted Wheeler, Chair

By:
Title:

Approved as to Form:

Approved as to Form:

Multnomah County Attorney

Portland City Attorney

LEASE

Date:

Between: Multnomah County, Oregon ("Landlord")
Facilities and Property Management
401 N. Dixon Street
Portland, OR 97227

And: City of Portland ("Tenant")

Landlord owns a multi-building facility located in the Gateway Section of the City of Portland, Oregon with street addresses identified as 10305 East Burnside Street to 10317 East Burnside Street. Landlord leases to Tenant and Tenant leases from Landlord the following described property (the "Premises") on the terms and conditions stated below:

Approximately **10,802** square feet of space, as shown in Exhibit "A" of this Lease, the Building and Premises known as the Multnomah County Children's Receiving Center Residential Building located at **10305 East Burnside Street, Portland, Oregon 97216**. In addition and subject to the rights of the other Tenants to use the kitchen facilities located in the premises to prepare meals and other uses, Tenant shall also have a non-exclusive use of the kitchen facilities for minimal uses such as making coffee, tea and light refreshments; subject to the rights of the other Tenants of the "MDT Building" located at 10317 East Burnside, Tenant shall have the right to use the "Common conference Room" in the basement of the MDT Building.

Section 1. Occupancy

1.1 Original Term. The term of this Lease shall commence **November 1, 2009 or as soon thereafter as Tenant begins using the Premises in furtherance of operation the Domestic Violence Center, and continue for a period of five years** unless sooner terminated as hereinafter provided.

1.2 Possession. Tenant's right to possession and obligations under the Lease shall commence on November 1, 2009, or on such date as the work to be performed by landlord is substantially complete and the Premises are available for possession by Tenant if possession is not given on the opening day of the term. Landlord shall have no liability for delays in delivery of possession and Tenant will not have the right to terminate this Lease because of delay in delivery of possession except as hereinafter provided.

1.3 Renewal Option. If the Lease is not in default at the time each option is exercised or at the time the renewal term is to commence, Tenant shall have the option to renew this Lease for 3 successive terms of 5 years each, as follows:

- (1) Each of the renewal terms shall commence on the day following expiration of the preceding term.
- (2) The option may be exercised by written notice to Landlord given not less than **90** days prior to the last day of the expiring term. The giving of such notice shall be sufficient to make the Lease binding for the renewal term without further act of the parties.
- (3) The terms and conditions of the Lease for each renewal term shall be identical with the original term except for rent. Rent for a renewal term shall be as mutually agreed upon between Landlord and Tenant.
- (4) Landlord may evaluate Tenant's use of the Premises for conformance to standards of operation, and may choose not to renew the Lease under this Section 1.3 Renewal Option, if Landlord determines that Tenant's use of the Premises is non-compliant with such standards as determined by Landlord.

1.4 Early Termination.

- (1) It is understood and agreed that Landlord or Tenant may cancel this agreement, effective on any date during the term hereof, by giving notice to the other of not less than **90** days written notice of such cancellation.
- (2) Tenant may terminate this Lease upon **60** days written notice to Landlord, effective on or after the effective date of termination by Multnomah County of Contract No. _____ between Multnomah County and The City (Tenant) dated _____ for the purpose of operating the Domestic Violence Center as provided in Section 3.1, or any successive contract for such services at the Premises.
- (3) In the event of early termination as provided herein, Tenant shall be allowed up to an additional **30** days after the established terminate date under Sub-section (1) or (2) to relocate operations of the Premises. Provided Tenant shall be responsible for any rental amount due until such date that operations, relocation and/or compliance with Section 15.1 obligations are completed. In the event that Contract No. _____ is terminated, and if Tenant obtains program funding through alternative sources and approved by Landlord, this Lease may continue through the original term under all other terms, conditions and provisions set forth herein.

Section 2. Rent

2.1 Base Rent. During the original term, Tenant shall pay to Landlord as base rent the sum of \$ -0- per month stated in terms of dollars. Rent for purposes of this Lease shall be Tenant's ongoing and continuous performance of and compliance with all terms and conditions of that certain Intergovernmental Agreement (County Contract No. _____) between Tenant and Landlord wherein Tenant is the Contractor to operate and provide the Domestic Violence Center at the Premises.

2.2 Additional Rent. Any other sum that Tenant is or may in the future be required to pay to Landlord shall be considered additional rent.

Section 3. Permitted Use

3.1 Permitted Use. The Premises shall be used to provide domestic violence services, consistent with the Domestic Violence Center program requirements in compliance with all terms and conditions of that certain Intergovernmental Agreement (County Contract No. ____) and for no other purpose without the consent of Landlord.

3.2 Restrictions on Use. In connection with the use of the Premises, Tenant shall:

- (1) Conform to all applicable laws and regulations of any public authority affecting the Premises and the use, and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use, but Tenant shall not be required to make any structural changes to effect such compliance.
- (2) Refrain from any activity that would make it impossible to insure the Premises against casualty, would increase the insurance rate, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successor, allowing Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional cost of the insurance.
- (3) Refrain from any use that would be reasonably offensive to other tenants or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the premises.
- (4) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Landlord.
- (5) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the Premises without the written consent of Landlord, which shall not be unreasonably withheld.

3.3 Hazardous Substances. Tenant shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Tenant may use or otherwise handle on the Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of the Permitted Use specified in Section 3.1. Tenant may store such hazardous Substances on the Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled or stored on the Premises. Upon the expiration or termination of this Lease, Tenant shall remove all Hazardous Substances from the Premises. The term Environmental Law shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. The term hazardous Substance shall mean any hazardous, toxic, infectious or

radioactive substance, waste, and material as defined or listed by any Environmental law and shall include, without limitation, petroleum oil and its fractions.

- 3.4 Parking.** Tenant, its employees, sub-lessees and clientele shall have exclusive use of the parking designated for use by the previous tenant of the residential building.

Section 4. Repairs and Maintenance

4.1 Maintenance and Repair of Premises. Responsibilities for repair and maintenance of the Premises shall be as follows:

- (1) Landlord shall perform all necessary maintenance and repairs to the structure, foundation, exterior walls, roof, doors and windows, elevators, emergency lighting, and Lessor-provided fire extinguishers, sidewalks and parking area, which are located on the Premises or the structure in which the Premises are located. Landlord shall maintain the premises in a hazard free condition and shall repair or replace, if necessary and at Landlord's sole expense, the heating, air conditioning, plumbing, electrical, and lighting systems in the Premises, obtaining required permits and inspections from Codes Enforcement authorities. Landlord shall keep the Premises, improvements, grounds, and landscaping in good repair and appearance. Carpets shall be repaired and replaced as necessary by Landlord. Landlord shall furnish, install and replace all exterior and interior lighting bulbs, ballasts and fluorescent tubes.
- (2) Tenant shall take good care of the interior of the Premises and at the expiration of the term surrender the Premises in as good condition as at the commencement of this Lease, excepting only reasonable wear, permitted alterations, and damage by fire or other casualty.
- (3) Landlord shall perform all necessary repairs and maintenance. Landlord shall have no liability for failure to perform required maintenance and repair unless written notice of such maintenance or repair is given by Tenant and Landlord fails to commence efforts to remedy the problem in a reasonable time and manner.

4.2 Tenant's Obligations. The following shall be the responsibility of Tenant:

- (1) Any repairs necessitated by the negligence of Tenant, its agents, employees, and invitees, except as provided in Section 6.2 dealing with waiver of subrogation, but including repairs that would otherwise be the responsibility of Landlord under Section 4.1.
- (2) Any repairs or alterations required under Tenant's obligation to comply with laws and regulations as set forth in Section 3.2(1), provided however, that Landlord shall be responsible for any physical improvements, repairs, or alterations that are not specifically required or requested due to Tenant's permitted use of the Premises and Building.
- (3) All other repairs to the Premises which Landlord is not required to make under Section 4.1.

4.3 Landlord's Interference with Tenant. In performing any repairs, replacements, alterations, or other work performed on or around the Premises, Landlord shall have the authority to erect scaffolding and other apparatus necessary for these purposes. Landlord shall conduct these tasks in a manner as to avoid unreasonable interference with Tenant. Tenant shall have neither right to an abatement of rent nor any claim against Landlord for any inconvenience or disturbance resulting from Landlord's activities performed in conformance with the requirement of this provision, except when such activities render the Premises and/or Building unsuitable for occupancy as required by Tenant's permitted use of the Premises and Building.

4.4 Inspection of Premises. Landlord shall have the right to inspect the Premises at any reasonable time or times to determine the necessity of repair. Whether or not such inspection is made, the duty of Landlord to make repairs shall not mature until a reasonable time after Landlord has received from Tenant written notice of the repairs that are required.

Section 5. Alterations

5.1 Alterations Prohibited. Tenant shall make no improvements or alterations on the Premises of any kind without first obtaining Landlord's written consent. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes.

5.2 Ownership and Removal of Alterations. All improvements and alterations performed on the Premises by either Landlord or Tenant including the improvements constructed pursuant to Section 5.3 herein; shall be the property of Landlord when installed unless the applicable Landlord's consent or work sheet specifically provides otherwise. Improvements and alterations installed by Tenant shall at Landlord's option, be removed by Tenant and the Premise restored unless the applicable Landlord's consent or worksheet specifically provides otherwise.

.5.3 Building Improvements

5.3.1 Plans and Specifications. The preliminary plans and specifications or the "schematic" for Tenant-requested improvements, ("T.R.I"'s) is attached identified as Exhibit A. **Development of Plans and Specification.** Landlord shall contract with an Architectural Service Provider ("Architect") for the further development of plans and specifications, construction administration services, and project closeout documentation for the TRIs. The Tenant shall reimburse the Landlord for all charges for these services, including any development and schematic work completed to date. The Landlord, along with the Tenant, will work with the Architect to develop existing schematic plans into fully executable construction plans and specifications. At such time that a finished set of plans and specifications for the TRI's are drafted and agreed to by Landlord and Tenant that set of plans and specifications shall be added as Exhibit C to this lease.

5.3.2 Bidding Process. Landlord shall advertise and request bids for the construction of the TRI's in compliance with the plans and specifications set forth in Exhibit A as agreed to pursuant to Section 5.3.1. . Tenant shall participate in the review of the submitted bids.

5.3.3 Tenant Review. Tenant's review of the estimated budget and construction schedule of the successful bid for the TRI's prior to Landlord's entry into a contract for the work shall be done in a time and manner consistent with Landlord's contract and

procurement procedures and policies for public works projects. The estimated budget shall contain separate line items for construction costs, contract supervision fees charged by Landlord, telecom/data infrastructure, and any overhead or administrative costs charged by Landlord. Tenant shall promptly advise Landlord of any issues related to the proposed work. Landlord and Tenant shall meet in good faith to discuss any issues raised by Tenant. If Landlord and Tenant cannot agree on the resolution of any major issues in dispute, Landlord's obligations under this provision shall cease and Landlord shall be relieved of any further obligation to award a contract and or pursue the construction of the TRI's.

- 5.3.4 **Contracting Process.** Provided an acceptable responsive bid is received, the Landlord shall award a contract for and manage the construction of the TRI's in compliance with the plans and specifications in Exhibit A. Landlord shall only award a contract for construction of the TRI's if the available funds provided by Tenant will cover the contract amount and Landlord and Tenant have resolved any issues under Section 5.3.3.
- 5.3.5 **Cost.** As provided in Section 5.3.1, Tenant is responsible to reimburse Landlord for the cost of the development work to date incurred by Landlord. If a contract is awarded, Tenant is responsible for the 100% of the costs of the design and construction of the TRI's.
- 5.3.6 **Cost Over-Runs.** The estimated TRI construction budget will include an amount reserved for cost-overruns. If at any time after award of the contract, it appears that the cost of the TRI's will exceed the estimated budget; Landlord agrees to immediately notify Tenant. Landlord and Tenant will cooperate in determining whether any reasonable measures could be pursued to cut costs; but Tenant shall not be relieved of its obligation to cover all costs reasonably incurred in the performance of the work herein.
- 5.3.7 **Payments.** Tenant shall make payment as follows: Tenant shall transfer and deliver 100% of the budgeted cost of the TRI's construction to Landlord on the date of the award of the contract as provided herein. The total allowable budget for the TRI's is \$600,000.
- a. Upon submission of estimated budget: one-third of estimated budget which shall include the costs already incurred as in Sec. 5.3.5 in an amount not to exceed \$200,000.00
 - b. Start of construction: one-third of estimated budget not to exceed \$200,000.00.
 - c. Project Close-Out: remaining balance based on actual costs, the total of all payment shall not exceed \$600,000.00.

Section 6. Insurance

6.1 Insurance Required Landlord. Landlord shall bear the expense of any insurance insuring the Premises against fire and other risks. Tenant shall bear the expense of any insurance insuring the property of Tenant on the Premises against such risks but shall not be required to insure.

6.2 Insurance Required Tenant. Landlord acknowledges Tenant is self-insured. If Tenant is no longer self-insured, Tenant shall provide at its expense and keep in force during the Term, naming Landlord insured, (i) a commercial general liability insurance policy or such successor comparable form of coverage (hereinafter referred to as a "Liability Policy") written

on a "claims made basis", including, without limitation, blanket contractual liability coverage, broad form property damage, independent contractor's coverage, and personal injury coverage, protecting Landlord and Tenant against liability occasioned by any covered occurrence on or about the Premises. Such policy shall be written by a good and solvent insurance company licensed to do business in the State of Oregon and shall provide overage limits of not less than \$1,000,000 combined single limit per occurrence for bodily or personal injury (including death) and property damage combined, subject to a commercially reasonable deductible. Prior to the time such insurance is first required to be carried by Tenant and thereafter, Tenant agrees to deliver to Landlord a certificate evidencing such insurance coverage. Said certificate shall contain an endorsement that such insurance may not be canceled except upon 10 days prior written notice to Landlord.

6.3 Waiver of Subrogation. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

Section 7. Taxes

7.1 Property Taxes. Tenant shall pay as due all taxes on its personal property located on the Premises. Tenant shall, upon invoice from Landlord, reimburse Landlord for all real property taxes levied against the Premises. As used herein, real property taxes include any fee or charge relating to the ownership, use or rental of the Premises, other than taxes on net income of Landlord. **If Tenant intends to seek exemption from real property taxes Tenant shall apply for exemption through Multnomah County Assessment and Taxation pursuant to ORS 307.112.**

7.2 Special Assessments. If an assessment for a public improvement is made against the Premises, Landlord may elect to cause such assessment to be paid in the maximum number of installments allowed by law, in which case all of the installments payable with respect to the lease term shall be treated the same as general real property taxes for purposes of Section 7.1.

7.3 Contest of Taxes. Tenant shall be permitted to contest the amount of any tax or assessment as long as such contest is conducted in a manner that does not cause any risk that Landlord's interest in the Premises will be foreclosed for nonpayment. Landlord shall cooperate in any reasonable manner with such contest by Tenant.

7.4 Proration of Taxes. Tenant's share of real property taxes and assessments for the years in which this Lease commences or terminates shall be prorated based on the portion of the tax year that this Lease is in effect.

Section 8. Services and Utilities

8.1 Landlord and Tenant Responsibilities. Landlord will cause the utilities and services listed below to be furnished to the Premises. Costs shall be paid as indicated:

Utility or Service	Cost Paid By:	
	Landlord	Tenant
Water	X	
Sewer	X	
Electricity	X	
Gas	X	
Trash Removal	X	
Janitorial Service	X	
Janitorial Supplies	X	
Window Washing	X	
Snow and Ice Removal	X	
Internet Service	X	
Phone Service	X	

8.2 Recycling Materials. Landlord shall support the policy for recycling materials as provided in ORS 279.560 by providing adequate collection areas and storage facilities for office recycling programs when recycling services are available to Tenant.

Section 9. Damage and Destruction

9.1 Partial Damage. If the Premises are partly damaged and Section 9.2 does not apply, the Premises shall be repaired by Landlord at Landlord's expense. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of Landlord and shall be performed in accordance with the provisions of Section 4.1(1) and Section 4.3.

9.2 Destruction. If the Premises or the structure are destroyed or damaged such that the cost of repair exceeds 50% of the value of the structure before the damage, either party may elect to terminate the Lease as of the date of the damage or destruction by notice given to the other in writing not more than 45 days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination, and Tenant shall be entitled to the reimbursement of any prepaid amounts paid by Tenant and attributable to the anticipated term. If neither party elects to terminate, Landlord shall proceed to restore the Premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppages on account of labor disputes and matters beyond Landlord's reasonable control.

9.3 Rent Abatement. Rent shall be abated during the repair of any damage to the extent the Premises are untenantable, except that there shall be no rent abatement where the damage occurred as the result of the fault of Tenant.

9.4 Damage Late in Term. If damage or destruction to which Section 9.2 would apply occurs within one (1) year before the end of the then-current Lease term, Tenant may elect to terminate the Lease by written notice to Landlord given within 30 days after the date of the damage. Such termination shall have the same effect as termination by Landlord under Section 9.2.

Section 10. Liability and Indemnity

10.1 Liens

- (1) Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the premises, and shall keep the Premise free from any liens. If Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 8% per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.
- (2) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Landlord's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Tenant shall, within 10 days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result for a foreclosure or sale under the lien.

10.2 Indemnification. Tenant shall indemnify and defend Landlord from any claim, loss, or liability arising out of or related to any negligent activity of Tenant on the Premises or any condition of the premises in the possession or under the control of Tenant. Landlord shall have no liability to Tenant for any injury, loss, or damage caused by third parties, or by any condition of the Premises except to the extent caused by Landlord's negligence or breach of duty under this Lease.

Section 11. Quiet Enjoyment; Mortgage Priority

11.1 Landlord's Warranties.

- (1) Landlord warrants that it is the owner of the Premises and has the right to lease them. Landlord will defend Tenant's right to quiet enjoyment of the Premises from the lawful claims of all persons during the Lease term.
- (2) Landlord affirms that construction of the Premises, including any common areas within the real property in which the Premises are situated, complies with all applicable regulatory and building codes requirements in place at the time of completion of construction, for occupancy by Tenant for the permitted uses under this Lease, and meets the standards in place at the time of construction of the Building for the Americans With Disabilities Act (ADA) for accessibility in accordance with the standards provided in the ADA Accessibility Guidelines for Buildings and Facilities, including accessible parking for the disabled in compliance with ORS 447.223.
- (3) Landlord warrants that there are no asbestos containing materials (ACM) within the Premises, including common areas within the real property in which the Premises are situated, or that any such ACM in the Premises have been removed or abated and the Premises have been inspected by a competent inspector,

qualified to perform such inspection under applicable law and regulations, and certified as safe from all friable ACM.

Section 12. Assignment and Subletting

- 12.1 Assignments and, mortgages, No part of the Premises may be assigned or mortgaged, without the prior written consent of Landlord. This provision shall apply to all transfers by operation of law. No consent in one instance shall prevent the provision from applying to a subsequent instance. In determining whether to consent to assignment Landlord may consider the following factors: financial ability of assignee; use of Premises to be similar to the Use permitted under Section 3.1 of this Lease.
- 12.2 Subleases Tenant may enter into subleases with service providers pursuant to that certain Intergovernmental Agreement (County Contract No. ____) without prior written consent from Landlord. In any such sublease Tenant shall be considered the "Sublessor" and the persons or entities that lease space from Tenant as Sublessor shall be "Sublessees". All Sublessees shall qualify as government or otherwise non-profit to maintain the tax exempt status of the facility.
- 12.3 Tenant shall ensure and require that each sublease contain the following clause:

Master Lease: Sublessor is the lessee of the Premises and Non-exclusive Premises by virtue of a lease, hereinafter the "Master Lease", wherein Multnomah County is Lessor, hereinafter the "Master Lessor". This Sublease is and shall be at all times subject and subordinate to the Master Lease and Amendments to the Master Lease, attached hereto and made a part of the Sublease as **Exhibit**.

Section 13. Default

The following shall be events of default:

13.1 Default in Rent. Failure of Tenant to comply with the requirements of Section 2.1; **10** days after written notice by Landlord specifying the nature of the default with reasonable particularity or to pay any rent or other charge within **10** days after written notice that it is due.

13.2 Default in Other Covenants. Failure of Tenant to comply with any term or condition or fulfill any obligation of the Lease (other than as specified in Section 13.1) within **20** days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the **20** day period, this provision shall be complied with if Tenant begins correction of the default within the **20** day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

13.3 Insolvency. Insolvency of Tenant; an assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within **30** days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of

execution within **10** days shall constitute a default. If the Lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Tenant under the Lease.

Section 14. Remedies on Default

In the event of default by Tenant, the Lease may be terminated at the option of Landlord by written notice to Tenant. Whether or not the Lease is terminated by the election of Landlord, Landlord shall be entitled to pursue any remedies available to Landlord under applicable law.

Section 15. Surrender at Expiration

15.1 Condition of Premises. Upon expiration of the Lease Term or earlier termination on account of default, Tenant shall deliver all keys to Landlord and surrender the Premises in first-class condition and broom clean. Alterations constructed by Tenant with permission from Landlord shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which the Premises are leased shall be excepted but repairs for which Tenant is responsible shall be completed to the latest practical date prior to such surrender. Tenant's obligations under this section shall be subordinate to the provisions of Section 8 relating to destruction.

15.2 Fixtures

- (1) All fixtures placed upon the Premises during the term, other than Tenant's trade fixtures, shall, at Landlord's option, become the property of Landlord. If Landlord so elects, Tenant shall remove any or all fixtures that would otherwise remain the property of Landlord, and shall repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at the legal rate from the date of expenditure.
- (2) If a month-to-month tenancy results from a holdover by Tenant under this Section 15.3, the tenancy shall be terminable at the end of any monthly rental period on written notice from Landlord given not less than **30** days prior to the termination date which shall be specified in the notice. Tenant waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

Section 16. Miscellaneous

16.1 Nonwaiver. Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

16.2 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees at trial, on petition for review, and on appeal.

16.3 Notices. Any notice required or permitted under this Lease shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this Lease or to such other address as maybe specified from time to time by either of the parties in writing.

16.4 Succession. Subject to the above-stated limitations on transfer of Tenant's interest, this Lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

16.5 Entry for Inspection. Landlord shall have the right to enter upon the Premise with 24 hours prior notice to determine Tenant's compliance with this Lease, to make necessary repairs to the building or to the Premises, or to show the Premises to any prospective tenant or purchaser, except in cases of emergency when Landlord shall have the right to enter upon the Premises without notice. In addition, Landlord shall have the right, at any time during the last two months of the term of this Lease, to place and maintain upon the Premises notices for leasing or selling of the Premises.

16.6 Interest on Rent and Other Charges. Any rent or other payment required of Tenant by this Lease shall, if not paid within 10 days after it is due, bear interest at the rate of 8% per annum (but not in any event at a rate greater than the maximum rate of interest permitted by law) from the due date until paid. In addition, if Tenant fails to make any rent or other payment required by this Lease to be paid to Landlord may elect to impose a late charge of five cents (\$0.05) per dollar of the overdue payment to reimburse Landlord for the costs of collecting the overdue payment. Tenant shall pay the late charge upon demand by Landlord. Landlord may levy and collect a late charge in addition to all other remedies available for Tenant's default, and collection of a late charge shall not waive the breach caused by the late payment.

16.7 Proration of Rent. In the event of commencement or termination of this Lease at a time other than the beginning or end of one of the specified rental periods, then the rent shall be prorated as of the date of commencement or termination and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Tenant or paid on its account.

16.8 Oregon Tort Claims Act. Any covenant herein by Landlord to defend, indemnify or hold harmless the Tenant or to assume liability for damages of any kind whatsoever, shall be subject to the provisions of the Oregon Tort Claims Act, ORS 30.260 – 30.300, and within the limits in ORS 30.270.

16.9 Time of Essence. Time is of the essence of the performance of each of Tenant's obligations under this Lease.

LANDLORD:
Multnomah County, Oregon

TENANT:
City of Portland

By: Ted Wheeler, Chair

By:
Title:

Reviewed by:

Matthew O. Ryan, Assistant County Attorney

Reviewed by:

Ellen Osoinach, Deputy City Attorney



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (short form)

Corrected 10/21/09	
Board Clerk Use Only	
Meeting Date:	<u>10/22/7/09</u>
Agenda Item #:	<u>R-10</u>
Est. Start Time:	<u>10:30 AM</u>
Date Submitted:	<u>10/15/09</u>

Agenda Title:	RESOLUTION Filling a Vacancy in the Legislative Assembly, Oregon State Representative, District 43
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Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Requested Meeting Date:	<u>October 22, 2009</u>	Amount of Time Requested:	<u>90 mins</u>
Department:	<u>Non-Departmental</u>	Division:	<u>County Attorney</u>
Contact(s):	<u>Agnes Sowle</u>		
Phone:	<u>503 988-3138</u>	Ext.:	<u>83138</u>
Presenter(s):	<u>Agnes Sowle, Chair Ted Wheeler</u>		
I/O Address:	<u>503/500</u>		

General Information

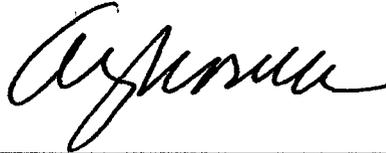
- 1. What action are you requesting from the Board?**
 Public Hearing, Nominees Presentation and Board Appointment and Adoption of Resolution Filling a Vacancy in the Oregon State Representative, District 43.
- 2. Please provide sufficient background information for the Board and the public to understand this issue.**
 The Multnomah County Commissioners will meet for the purpose of a public process and Board appointment to fill a vacancy in the Legislative Assembly, Oregon State Representative, District 43 from Democratic Precinct Committee approved nominees Karol Collymore, Lew Frederick and Eddie Lincoln. The nominees will be allowed general opening comments and following response to Board questions and upon roll call vote, the Multnomah County Board will appoint one of the nominees to fill the vacancy.
- 3. Explain the fiscal impact (current year and ongoing).**
 N/A
- 4. Explain any legal and/or policy issues involved.**
 In compliance with ORS 221.060(3), a copy of the adopted Board Resolution will be promptly forwarded to the Secretary of State.

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

The Democratic Party Precinct Committeepersons for Representative District 43 held a public meeting on Wednesday, October 14, 2009 and chose nominees Karol Collymore, Lew Frederick and Eddie Lincoln. The Multnomah County Commissioners will hold a public meeting at 10:30 a.m. on Thursday, October 22, 2009.

Required Signature

**Elected Official or
Department/
Agency Director:**

A handwritten signature in black ink, appearing to read "A. Jensen", written over a horizontal line.

Date: 10/15/09



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 10/22/7/09
 Agenda Item #: R-10
 Est. Start Time: 10:30 AM
 Date Submitted: 10/15/09

Agenda Title: RESOLUTION Filling a Vacancy in the Legislative Assembly, Oregon State Representative, District 43

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

Requested Meeting Date: October 22, 2009 Amount of Time Requested: 90 mins
 Department: Non-Departmental Division: County Attorney
 Contact(s): Agnes Sowle
 Phone: 503 988-3138 Ext. 83138 I/O Address: 503/500
 Presenter(s): Agnes Sowle, Chair Ted Wheeler

General Information

1. What action are you requesting from the Board?

Public Hearing, Nominees Presentation and Board Appointment and Adoption of Resolution Filling a Vacancy in the Oregon State Representative, District 43.

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

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

N/A

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

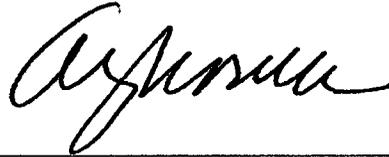
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Required Signature

**Elected Official or
Department/
Agency Director:**

A handwritten signature in black ink, appearing to read "A. Jensen", written over a horizontal line.

Date: 10/15/09

OFFICE OF THE SECRETARY OF
STATE
KATE BROWN
SECRETARY OF STATE



RECEIVED
OCT 1 2009

ELECTIONS DIVISION
STEPHEN N TROUT
DIRECTOR
255 CAPITOL STREET NE, SUITE 501
SALEM, OREGON 97310
ELECTIONS—(503) 986-1518

September 29, 2009

The Honorable Meredith Wood Smith, Chairperson
Trent Lutz, Executive Director
Democratic Party of Oregon
232 NE 9th Ave
Portland, Oregon 97232

KC Hanson, Chair
Multnomah Co. Democratic Central Comm.
3127 NE 67th Ave
Portland, Oregon 97213

Re: Vacancy in House District 43

Dear Ms. Smith, Mr. Lutz and Ms. Hanson:

Effective 5:00 September 28, 2009, there is a vacancy in House District 43 due to the resignation of State Representative Chip Shields. The letter of resignation was received in our office on September 28, 2009.

Pursuant to ORS 171.060(1), you are hereby notified of the vacancy. ORS 171.051(2) requires each nominee to be a citizen qualified to hold the office, an elector of the 43rd house district and a member of the Democratic Party for 180 days prior to the date of the vacancy (04/02/2009). In addition, Article IV, section 3 of the Oregon Constitution requires that the appointee shall have been an inhabitant of the district for at least one year prior to the date of the appointment. It is the responsibility of the Democratic Party to ensure that all nominees meet these qualifications before the submission of the "Willingness to Serve" statements to the Secretary of State.

You are advised the same statute requires the party central committee within the district to nominate no fewer than three nor more than five qualified persons to fill the vacancy. The nominating convention shall be conducted according to party rules.

You are required by law to notify the Secretary of State of the persons nominated. The nominations must be made no later than **October 19, 2009**, 20 days after the vacancy occurred.

The notification to the Secretary of State shall be accompanied by the signed written statement of each nominee indicating that the nominee is willing to serve in the office of State Representative, District 43. Copies of the statement are enclosed (SEL Form 145a).

Subject to the time limits described above, the meeting of precinct committee persons may be scheduled and conducted according to party rules. Please notify this office of the date and time of the meeting when it is scheduled.

The Honorable Meredith Wood Smith, Chairperson
September 29 , 2009
Page 2

The Multnomah County Board of Commissioners will meet to appoint one person from the list of three to five nominees submitted by the precinct committeepersons. The vacancy must be filled by appointment not later than **October 28, 2009**, thirty days after the vacancy occurred.

If further information is needed please contact me at (503) 986-1518. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Lisa Ackerson", with a long horizontal flourish extending to the right.

Lisa Ackerson
Compliance Specialist

Enclosures

c: Multnomah County Commissioners

c: Multnomah County Clerk

KATE BROWN
SECRETARY OF STATE



STEPHEN N. TROUT
DIRECTOR

255 CAPITOL STREET NE, SUITE 501
SALEM, OREGON 97310

ELECTIONS—(503) 986-1518

October 15, 2009

The Honorable Ted Wheeler, Chairperson
Multnomah County Commissioners
501 SE Hawthorne Blvd Ste 600
Portland, OR 97214-3587

Re: Vacancy in Representative District 43

Dear Chair Wheeler and Commissioners:

Effective 5:00 p.m. September 28, 2009, there is a vacancy in Representative District 43 due to the resignation of State Representative Chip Shields.

Pursuant to ORS 171.060(1) and OAR 165-010-0060, you are hereby notified of the vacancy. The Democratic Party precinct committee persons of Representative District 43 met on **October 14, 2009** to choose nominees to fill the vacancy. The nominees chosen are:

1. **Lew Frederick**
2. **Karol Collymore**
3. **Ed Lincoln**

The Multnomah County Board of Commissioners is hereby directed to meet to appoint one person as a replacement. The time and location of the meeting are as follows:

Time: 10:30 a.m.
Date: October 22, 2009
Place: Multnomah County Commissioners,
501 SE Hawthorne Blvd, Suite 100
Portland, OR 97214-3587

Enclosed is a copy of the Administrative Rule outlining the procedures to conduct a meeting to fill a vacancy in the Legislative Assembly. Also enclosed is a Statement for use in notifying the Secretary of State of the appointment including a signature sheet and a vote tabulation sheet. You may produce and use your own version of these documents if you wish. Please complete and return the Statement, signature sheet and tabulation sheet immediately after the meeting.

Please contact me at (503) 986-1518 if you have any questions about this process.

Sincerely,

Lisa Ackerson
Compliance Specialist

KATE BROWN
SECRETARY OF STATE



STEPHEN N TROUT
DIRECTOR

255 CAPITOL STREET NE, SUITE 501
SALEM, OREGON 97310

ELECTIONS—(503) 986-1518

October 15, 2009

The Honorable Ted Wheeler, Chairperson
Multnomah County Commissioners
501 SE Hawthorne Blvd Ste 600
Portland, OR 97214-3587

RECEIVED
OCT 22 2009

Re: Vacancy in Representative District 43

Dear Chair Wheeler and Commissioners:

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Pursuant to ORS 171.060(1) and OAR 165-010-0060, you are hereby notified of the vacancy. The Democratic Party precinct committee persons of Representative District 43 met on **October 14, 2009** to choose nominees to fill the vacancy. The nominees chosen are:

1. **Lew Frederick**
2. **Karol Collymore**
3. **Ed Lincoln**

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Please contact me at (503) 986-1518 if you have any questions about this process.

Sincerely,

Lisa Ackerson
Compliance Specialist

Enclosures
c: Multnomah County Elections

BEFORE THE BOARD OF COUNTY
COMMISSIONERS FOR MULTNOMAH COUNTY

In the matter of
Filling the Vacancy in the Legislative Assembly,
State Representative, District 43

WHEREAS, pursuant to state law, the Democratic Party Precinct
Committeepersons in Representative District 43 made nominations to fill the
vacancy; and

WHEREAS, in accord with procedures established by the Secretary of
State, the Board of County Commissioners of Multnomah County considered the
nominations at a public meeting on October 22, 2009; and

WHEREAS, at the conclusion of the public meeting the Commissioners
voted to appoint (nominee) _____ to fill the vacancy, said
nominee having received the highest number of votes as indicated on the vote
tabulation attached as Exhibit A,

NOW, THEREFORE, _____ is selected as the appointee to
fill the vacancy in the Legislative Assembly, State Representative, District 43;

This Statement shall promptly be forwarded to the Secretary of State as
required by ORS 171.060(3).

ADOPTED this 22nd day of October, 2009.

By: _____
Ted Wheeler, Chair
Multnomah County

Deborah Kafoury, Commissioner
Multnomah County

Jeff Cogen, Commissioner
Multnomah County

Judy Shiprack, Commissioner
Multnomah County

Diane McKeel, Commissioner
Multnomah County

EXHIBIT A

VOTE TABULATION

In the matter of filling the vacancy in the Legislative Assembly, State House,
Forty Third District, the following votes were cast at the public meeting held on
October 22, 2009:

	<u>Nominee</u>
Ted Wheeler, Chair Multnomah County	_____
Deborah Kafoury, Commissioner Multnomah County	_____
Jeff Cogen, Commissioner Multnomah County	_____
Judy Shiprack, Commissioner Multnomah County	_____
Diane McKeel, Commissioner Multnomah County	_____

Secretary of State
Certificate and Order for Filing
PERMANENT ADMINISTRATIVE RULES

I certify that the attached copies* are true, full and correct copies of the PERMANENT Rule adopted on December 5, 2003 by the

Secretary of State, Elections Division Chapter 165
Agency and Division Administrative Rules Chapter Number
Brenda Bayes (503)986-1518
Rules Coordinator Telephone
141 State Capitol, Salem, OR 97310-0722
Address

to become effective Upon filing Rulemaking Notice was published in the November 1, 2003

RULEMAKING ACTION
List each rule number separately, 000-000-0000

ADOPT:
Secure approval of rule numbers with the Administrative Rules Unit prior to filing.

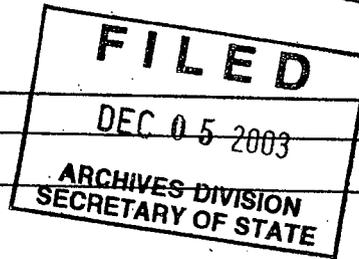
AMEND: 165-010-0005, 165-010-0060, 165-010-0080, 165-010-0090

REPEAL:

Stat. Auth.: ORS 246.150, 249.009, 249.190, 249.200, 249.205, 254.548, 260.156

Other Authority

Stats. Implemented: ORS 171.051, 171.060, 249.009, 249.190, 249.200, 249.205, 245.155, 254.548, 260.156



RULE SUMMARY

- 165-010-0005** – This rule adopts the 2004 *State Candidate's Manual: Major Political Party*; 2004 *State Candidate's Manual: Nonpartisan*; 2004 *State Candidate's Manual: Minor Political Party*; 2004 *State Candidate's Manual: Assembly of Electors*; 2004 *State Candidate's Manual: Individual Electors*; and the 2004 *County Candidate's Manual* and associated forms as the procedures and forms to be used by candidates filing and running for elected office. In addition this rule designates the 2004 *State Candidate's Manual: Minor Political Party* to be used for the formation of a Minor Party. Each manual has been updated from the 2002 version.
- 165-010-0060**– This rule amendment clarifies the procedure for filling a legislative vacancy.
- 165-010-0080** – This rule updates form SEL 141, the Write-In Candidate Acceptance Form.
- 165-010-0090** – This amendment deletes the portion of the rule that repeats statutory requirements.

Brenda Bayes
Authorized Signer

December 5, 2003
Date

Brenda Bayes
Printed Name

*Copies include a photocopy of this certificate with paper and electronic copies of each rule listed in the Rulemaking Action.
**The *Oregon Bulletin* is published on the 1st of each month and updates the rule text found in the Oregon Administrative Rules Compilation. Notice forms must be submitted to the Administrative Rules Unit, Oregon State Archives, 800 Summer Street NE, Salem, Oregon 97310 by 5:00 pm on the 15th day of the preceding month unless this deadline falls on a Saturday, Sunday or legal holiday when Notice forms are accepted until 5:00 pm on the preceding workday.

165-010-0060

Procedure for Conduct of Meeting to Fill Vacancy in Legislative Assembly

The following procedures govern the conduct of a meeting of a county court or board of commissioners (hereafter, county governing body(ies)) to fill a vacancy in the Legislative Assembly. These meeting procedures apply to appointments made under either ORS 171.060(1) (vacancy to be filled by nominee affiliated with a major political party) or ORS 171.060(2) (vacancy need not be filled by member of a particular major political party).

(1) A meeting of the members of the county governing body(ies) shall convene at the time designated by the Secretary of State. If the legislative district includes more than one county, the Secretary of State shall also name the temporary chairperson for the meeting and designate its location, which shall be within the legislative district. The Secretary of State shall also notify the county governing body(ies) of the nominees and of the number of votes apportioned to each member of the county governing body(ies) under ORS 171.062 and 171.064.

(2) The chairperson conducting the meeting shall open the meeting at the time designated by the Secretary of State. The chairperson shall announce that the purpose of the meeting is to appoint a person to fill the vacancy in the Legislative Assembly. If applicable, the appointment will be made from the list of nominees from the major political party as furnished by the Secretary of State.

(3) Members of the county governing body eligible to vote on the selection are those physically or electronically present at the meeting, who are currently holding office by election or appointment.

(4) The county governing body(ies), in making its determination, may allot time for interviewing nominees or applicants and for other pertinent deliberations prior to voting.

(5) The vote shall be taken in a manner specified by a majority of those present and eligible to vote on the selection. The person receiving the highest number of votes shall be the appointee. However, in any case, the vote of each member of the governing body(ies) shall be recorded and included in the written statement required by ORS 171.060(3).

(6) The Secretary of State hereby adopts forms SEL 145a, Statement of Democratic Nominee's Willingness to Serve, and SEL 145b, Statement of Republican Nominee's Willingness to Serve, as the forms to be used to accept a nomination to fill a legislative vacancy.

Stat. Auth.: ORS 171.051, ORS 171.060 & ORS 249.200

Stats. Implemented: ORS 171.060(1)

Hist.: ELECT 7-1993, f. & cert. ef. 2-16-93; ELECT 10-1999, f. & cert. ef. 10-18-99

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Filling a Vacancy in the Legislative Assembly, Oregon State Representative, District 43

The Multnomah County Board of Commissioners Finds:

- a. Effective at 5:00 p.m. on Monday, September 28, 2009, there is a vacancy in Oregon State Representative, District 43, due to the resignation of Representative Chip Shields.
- b. Pursuant to state law, on Wednesday, October 14, 2009, the Democratic Party Precinct Committeepersons of Representative District 43 met to choose nominees to fill the vacancy.
- c. The nominees chosen were: Karol Collymore, Lew Frederick and ~~Ed~~ Lincoln.
- d. In accordance with procedures established by the Secretary of State, the Multnomah County Board of Commissioners considered the nominations at a public meeting at 10:30 a.m. on Thursday, October 22, 2009.
- e. At the conclusion of the public meeting the Commissioners voted to appoint _____ to fill the vacancy, said nominee having received the highest number of votes as indicated on the vote tabulation attached as **Exhibit A**.

The Multnomah County Board of Commissioners Resolves:

1. _____ is selected as the appointee to fill the vacancy in the Legislative Assembly, Oregon State Representative District 43.
2. This Resolution shall promptly be forwarded to the Secretary of State as required by ORS 221.060(3).

ADOPTED this 22nd day of October, 2009.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

Deborah Kafoury, Commissioner District 1

Jeff Cogen, Commissioner District 2

Judy Shiprack, Commissioner District 3

Diane McKeel, Commissioner District 4

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Agnes Sowle, County Attorney

SUBMITTED BY:
Agnes Sowle, Multnomah County Attorney

EXHIBIT A

VOTE TABULATION

In the matter of filling the vacancy in the Legislative Assembly, Oregon State Representative District 43, the following votes were cast at the Multnomah County Board of Commissioners public meeting on Thursday, October 22, 2009:

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

NOMINEE

Ted Wheeler
Chair, At Large

Deborah Kafoury
Commissioner District 1

Jeff Cogen
Commissioner District 2

Judy Shiprack
Vice-Chair, Commissioner District 3

Diane McKeel
Commissioner District 4

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Filling a Vacancy in the Legislative Assembly, Oregon State Representative, District 43

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- e. At the conclusion of the public meeting the Commissioners voted to appoint _____ to fill the vacancy, said nominee having received the highest number of votes as indicated on the vote tabulation attached as **Exhibit A**.

The Multnomah County Board of Commissioners Resolves:

1. _____ is selected as the appointee to fill the vacancy in the Legislative Assembly, Oregon State Representative District 43.
2. This Resolution shall promptly be forwarded to the Secretary of State as required by ORS 221.060(3).

ADOPTED this 22nd day of October, 2009.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

Deborah Kafoury, Commissioner District 1

Jeff Cogen, Commissioner District 2

Judy Shiprack, Commissioner District 3

Diane McKeel, Commissioner District 4

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Agnes Sowle, County Attorney

SUBMITTED BY:
Agnes Sowle, Multnomah County Attorney

EXHIBIT A

VOTE TABULATION

In the matter of filling the vacancy in the Legislative Assembly, Oregon State Representative District 43, the following votes were cast at the Multnomah County Board of Commissioners public meeting on Thursday, October 22, 2009:

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

NOMINEE

Ted Wheeler
Chair, At Large

Deborah Kafoury
Commissioner District 1

Jeff Cogen
Commissioner District 2

Judy Shiprack
Vice-Chair, Commissioner District 3

Diane McKeel
Commissioner District 4

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 09-131

Filling a Vacancy in the Legislative Assembly, Oregon State Representative, District 43

The Multnomah County Board of Commissioners Finds:

- a. Effective at 5:00 p.m. on Monday, September 28, 2009, there is a vacancy in Oregon State Representative, District 43, due to the resignation of Representative Chip Shields.
- b. Pursuant to state law, on Wednesday, October 14, 2009, the Democratic Party Precinct Committeepersons of Representative District 43 met to choose nominees to fill the vacancy.
- c. The nominees chosen were: Karol Collymore, Lew Frederick and Eddie Lincoln.
- d. In accordance with procedures established by the Secretary of State, the Multnomah County Board of Commissioners considered the nominations at a public meeting at 10:30 a.m. on Thursday, October 22, 2009.
- e. At the conclusion of the public meeting the Commissioners voted to appoint Lew Frederick to fill the vacancy, said nominee having received the highest number of votes as indicated on the vote tabulation attached as **Exhibit A**.

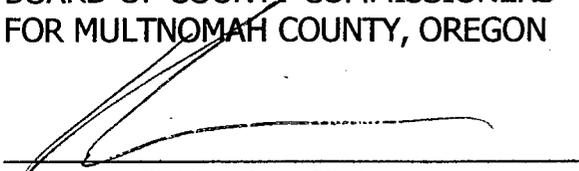
The Multnomah County Board of Commissioners Resolves:

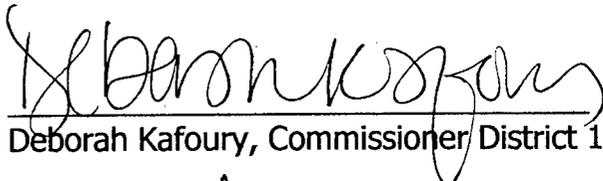
1. Lew Frederick is selected as the appointee to fill the vacancy in the Legislative Assembly, Oregon State Representative District 43.
2. This Resolution shall promptly be forwarded to the Secretary of State as required by ORS 221.060(3).

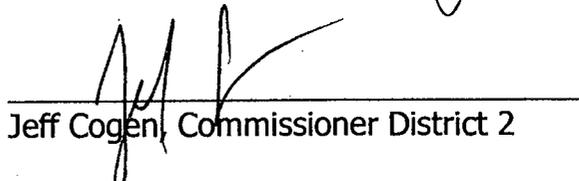
ADOPTED this 22nd day of October, 2009.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Ted Wheeler, Chair


Deborah Kafoury, Commissioner District 1

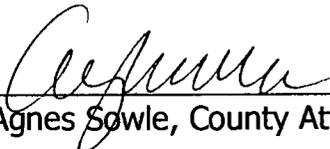

Jeff Cogen, Commissioner District 2


Judy Shiprack, Commissioner District 3


Diane McKeel, Commissioner District 4

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Agnes Sowle, County Attorney

SUBMITTED BY:
Agnes Sowle, Multnomah County Attorney

EXHIBIT A

VOTE TABULATION

In the matter of filling the vacancy in the Legislative Assembly, Oregon State Representative District 43, the following votes were cast at the Multnomah County Board of Commissioners public meeting on Thursday, October 22, 2009:

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

NOMINEE

Ted Wheeler
Chair, At Large

Lew Frederick

Deborah Kafoury
Commissioner District 1

Karol Collymore

Jeff Cogen
Commissioner District 2

Karol Collymore

Judy Shiprack
Vice-Chair, Commissioner District 3

Lew Frederick

Diane McKeel
Commissioner District 4

Lew Frederick