

# ANNOTATED MINUTES

Thursday, January 24, 2002 - 9:30 AM  
Multnomah Building, First Floor Commissioners Boardroom 100  
501 SE Hawthorne Boulevard, Portland

## REGULAR MEETING

*Chair Diane Linn convened the meeting at 9:36 a.m., with Commissioner Maria Rojo de Steffey present and Commissioner Lisa Naito participating via speakerphone, and Commissioner Serena Cruz and Vice-Chair Lonnie Roberts arriving at 9:37 a.m.*

### CONSENT CALENDAR

***UPON MOTION OF COMMISSIONER ROJO, SECONDED BY COMMISSIONER NAITO, THE CONSENT CALENDAR (ITEMS C-1 THROUGH C-4) WAS APPROVED, WITH COMMISSIONERS NAITO, ROJO AND LINN VOTING AYE.***

### DEPARTMENT OF MANAGEMENT AND BUSINESS SERVICES

- C-1 Intergovernmental Revenue Agreement 0210279 with the State of Oregon Department of Revenue for \$4,140 Payment to Multnomah County for Digital Maps in Support of Statewide ORMAP Goal 1
- C-2 Intergovernmental Revenue Agreement 0210280 with the State of Oregon Department of Revenue for \$69,067 Payment to Multnomah County for Tax Lot Conversion in Support of Statewide ORMAP Goal 4
- C-3 Intergovernmental Revenue Agreement 0210281 with the State of Oregon Department of Revenue for \$39,500 Payment to Multnomah County for Survey of Multnomah /Washington and Multnomah/Clackamas Boundaries in Support of Statewide ORMAP Goals 3 and 4
- C-4 Budget Modification 02\_MBS\_01 Adding Appropriations to Assessment and Taxation and Surveyor Based on Oregon Department of Revenue ORMAP Grant Funding for GIS Mapping Projects

### REGULAR AGENDA

## PUBLIC COMMENT

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

*Commissioner Serena Cruz and Vice-Chair Lonnie Roberts arrived at 9:38 a.m.*

**JOY GOHL AND CLAUDIA SMITH COMMENTED REGARDING ANIMAL CONTROL ISSUES INCLUDING EUTHANASIA FOR BITING DOG AND ADVERTISING AND EMERGENCY MEDICAL CARE BUDGETS.**

## DEPARTMENT OF HEALTH

R-1 Approval of Intergovernmental Revenue Agreement 0210082 with the Oregon Department of Human Services to Enable Enhanced Federally Qualified Health Center (FQHC) Payments for Oregon Safety Net Clinics for Calendar Year 1999

**COMMISSIONER CRUZ MOVED AND COMMISSIONER NAITO SECONDED, APPROVAL OF R-1. LILLIAN SHIRLEY INTRODUCED OREGON PRIMARY CARE ASSOCIATION EXECUTIVE DIRECTOR IAN TIMM, HEALTH DEPARTMENT FISCAL SPECIALIST MIKE MARTIN AND HEALTH SERVICES MANAGER TOM FRONK. LILLIAN SHIRLEY AND TOM FRONK EXPLANATION AND RESPONSE TO BOARD COMMENTS IN SUPPORT AND APPRECIATION. AGREEMENT UNANIMOUSLY APPROVED.**

## DEPARTMENT OF MANAGEMENT AND BUSINESS SERVICES

R-2 NOTICE OF INTENT to Apply for State of Oregon Department of Revenue ORMAP Grants, for Funding Geographic Information Systems (GIS) Tax Lot Base Map Projects

**COMMISSIONER NAITO MOVED AND COMMISSIONER CRUZ SECONDED, APPROVAL OF R-2. KATHY TUNEBOG INTRODUCED ANDREA WESTERSUND AND DAVE WARREN. KATHY TUNEBOG AND DAVE WARREN**

**EXPLANATION AND RESPONSE TO BOARD  
QUESTIONS AND COMMENTS IN SUPPORT.  
NOTICE OF INTENT UNANIMOUSLY APPROVED.**

- R-3 RESOLUTION: Support for Issuance of Industrial Development Revenue Bonds by the State of Oregon to Teeny Foods for the Riverside Parkway Production Facility Project

**COMMISSIONER ROJO MOVED AND  
COMMISSIONER CRUZ SECONDED, APPROVAL  
OF R-3. DAVE BOYER EXPLANATION AND  
RESPONSE TO BOARD COMMENTS IN SUPPORT.  
RESOLUTION 02-010 UNANIMOUSLY ADOPTED.**

- R-4 Second Reading and Possible Adoption of a Special ORDINANCE Approving Intergovernmental Agreement with the City of Portland Creating the Sustainable Development Commission and Repealing MCC §§ 3.450, 3.460 and 3.470

**ORDINANCE READ BY TITLE ONLY. COPIES  
AVAILABLE. COMMISSIONER ROJO MOVED  
AND COMMISSIONER CRUZ SECONDED,  
APPROVAL OF SECOND READING AND  
ADOPTION. NO ONE WISHED TO TESTIFY.  
ORDINANCE 972 UNANIMOUSLY ADOPTED.**

- R-5 First Reading of an ORDINANCE Amending Multnomah County Code Chapter 11.10, County Comprehensive Framework Plan, Community Plans, Rural Area Plans, Sectional Zoning Maps, and County Zoning Code Chapters to Adopt Troutdale's Zoning Code, Comprehensive Plan and Maps and Community Plans

**ORDINANCE READ BY TITLE ONLY. COPIES  
AVAILABLE. COMMISSIONER CRUZ MOVED  
AND COMMISSIONER NAITO SECONDED,  
APPROVAL OF FIRST READING. COUNTY  
PLANNER SUSAN MUIR AND RICH FAITH,  
COMMUNITY DEVELOPMENT DIRECTOR FOR  
THE CITY OF TROUTDALE, EXPLANATION AND  
RESPONSE TO BOARD QUESTIONS. MS. MUIR TO  
PROVIDE BOARD WITH AN UPDATED CITY OF  
TROUTDALE URBAN PLANNING AREA PRE-  
ANNEXATION LAND USE PLAN MAP. NO ONE**

***WISHED TO TESTIFY. FIRST READING  
UNANIMOUSLY APPROVED. SECOND READING  
THURSDAY, JANUARY 31, 2002.***

**NON-DEPARTMENTAL**

R-6 RESOLUTION Confirming Designation for Interim Multnomah County Sheriff

***COMMISSIONER CRUZ MOVED AND  
COMMISSIONER ROJO SECONDED, APPROVAL  
OF R-6. TOM SPONSLER EXPLANATION. IN  
RESPONSE TO A QUESTION OF COMMISSIONER  
CRUZ, BARBARA SIMON ADVISED THAT PIETER  
VAN DYKE IS CHIEF DEPUTY OF LAW  
ENFORCEMENT FOR THE SHERIFF'S OFFICE.  
RESOLUTION 02-011 UNANIMOUSLY ADOPTED.***

R-7 First Reading of an ORDINANCE Amending MCC Chapters 23 and 3 and Deleting MCC Chapter 25 to Establish the Department of Human Services by Consolidating and Abolishing the Department of Aging and Disability Services and the Department of Community and Family Services, and Declaring an Emergency

***ORDINANCE READ BY TITLE ONLY. COPIES  
AVAILABLE. COMMISSIONER ROJO MOVED  
AND COMMISSIONER NAITO SECONDED,  
APPROVAL OF FIRST READING. JOHN BALL  
AND JIM MCCONNELL EXPLANATION AND  
RESPONSE TO BOARD QUESTIONS.***

***STEVE WEISS READ AND SUBMITTED GUIDING  
PRINCIPLES FOR THE MERGER ENDORSED BY  
THE MULTNOMAH DISABILITY SERVICES  
ADVISORY COUNCIL, ELDERS IN ACTION  
COMMISSION, AND THE MULTI-ETHNIC ACTION  
COMMITTEE. FRAN LANDFAIR AND VICKI  
HERSON OF ELDERS IN ACTION TESTIFIED IN  
SUPPORT OF BOARD ENDORSEMENT OF THE  
GUIDING PRINCIPLES.***

***COMMISSIONER CRUZ ADVISED THE POVERTY  
ADVISORY COMMITTEE HAD CONCERNS OVER***

**POSSIBLE CONFUSION WITH THE STATE DEPARTMENT OF HUMAN SERVICES. CHAIR LINN ADVISED THE NAME COULD BE CHANGED TO SOMETHING ELSE IF SOMEONE HAS A BETTER SUGGESTION AS IT IS NOT HER INTENT TO COMPLICATE OR CONFUSE. COMMISSIONER ROJO ADVISED SHE INTENDS TO SUPPORT THE ORDINANCE, BUT WANTS TO MAKE SURE THE COUNTY'S HIGH QUALITY OF SERVICES TO THE ELDERLY IS CONTINUED AND THAT THE COUNTY CONTINUES TO VALUE ITS EMPLOYEES.**

**FIRST READING UNANIMOUSLY APPROVED.  
SECOND READING THURSDAY, JANUARY 31, 2002.**

R-8 First Reading of an ORDINANCE Amending MCC to Add Chapter 25, School and Community Partnerships, and Declaring an Emergency

**ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER NAITO MOVED AND COMMISSIONER ROJO SECONDED, APPROVAL OF FIRST READING.**

**CHAIR LINN WELCOMED AND INTRODUCED PARTNERS TONY HOPSON OF SELF ENHANCEMENT, INC., CITY OF PORTLAND COMMISSIONER JIM FRANCESCONI, AND MARILYN MILLER OF PORTLAND IMPACT. CHAIR LINN PRESENTATION IN SUPPORT OF ESTABLISHMENT OF AN OFFICE OF SCHOOL AND COMMUNITY PARTNERSHIPS. CHAIR LINN READ PORTION OF WRITTEN TESTIMONY SUBMITTED BY ASSISTANT SCHOOL SUPERINTENDENT JIM BUCK IN SUPPORT OF THE ORDINANCE. TONY HOPSON, JIM FRANCESCONI AND MARILYN MILLER PRESENTED TESTIMONY IN SUPPORT AND APPRECIATION. PEG MALLOY PRESENTED TESTIMONY AND SUBMITTED A LETTER FROM THE HOUSING AND COMMUNITY DEVELOPMENT COMMISSION'S SUBCOMMITTEE OF THE ADVISORY COMMITTEE ON HOMELESS ISSUES CO-CHAIRS LIV JENSSEN AND NEAL**

**BEROZ, REQUESTING THAT THEY HAVE THE OPPORTUNITY TO PARTICIPATE IN THE OFFICE OF SCHOOL AND COMMUNITY PARTNERSHIPS' REVIEW PROCESS OF COUNTY-WIDE HOMELESS SERVICES TO SINGLES, FAMILIES, YOUTH AND DOMESTIC VIOLENCE, AND PLANNING FOR SYSTEM IMPROVEMENTS. CHAIR LINN THANKED MS. MALLOY FOR BRINGING THIS ISSUE FORWARD AND ADVISED THAT MARY LI IS WORKING WITH LOLENZO POE ON THE DOWNTOWN HOMELESS YOUTH ISSUE AND WILL BE MEETING WITH COMMISSIONER ERIK STEN SOON.**

**JOHN RAKOWITZ INTRODUCED LOLENZO POE AND KATHY TURNER. LOLENZO POE PRESENTATION AND COMMENTS IN SUPPORT, ADVISING THE OFFICE IS COMMITTED TO WORK IN PARTNERSHIP AND COLLABORATION WITH PUBLIC SCHOOLS, LOCAL AND STATE GOVERNMENTS, BUSINESSES, NON-PROFITS SERVICE PROVIDERS, FOUNDATIONS AND COMMUNITY LEADERS AND NEIGHBORHOODS, TO MANAGE, EXPAND AND ALIGN SERVICES AND SUPPORTS AIMED AT INDIVIDUALS, CHILDREN AND FAMILIES; REDUCING POVERTY AND INCREASING SCHOOL SUCCESS. MS. TURNER ADVISED THAT THE COMMISSION ON CHILDREN AND FAMILIES WILL PROVIDE INPUT TO THE OFFICE ON SYSTEMS AND RESOURCE ISSUES INCLUDING EARLY CHILDHOOD; HOMELESS YOUTH; AND ANTI-POVERTY PROGRAMS AND BUDGETS, THROUGH THE POVERTY ADVISORY COMMITTEE.**

**COMMISSIONER ROBERTS STATED THAT HE HAD AN OPPORTUNITY TO SPEAK WITH MR. LOLENZO IN RESPONSE TO AN EAST COUNTY SCHOOL SUPERINTENDENT'S CONCERNS OF A POTENTIAL CONFLICT WITH MR. POE'S COUNTY POSITION AND HIS POSITION ON THE PORTLAND SCHOOL BOARD, AND THAT HE IS COMPLETELY SATISFIED THERE IS NO**

**CONFLICT AND THAT MR. POE IS UNIQUELY QUALIFIED TO ADDRESS THE CONCERNS OF ALL THE SCHOOL DISTRICTS IN THE COUNTY. COMMISSIONER NAITO STATED THAT SHE ENTHUSIASTICALLY SUPPORTS THE ORDINANCE AND APPLAUDS THE EFFORTS OF CHAIR LINN AND THE DEPARTMENTS. COMMISSIONER NAITO ACKNOWLEDGED AND APPRECIATED THE EFFORTS AND SUPPORT OF TONY HOBSON, JIM FRANCESCONI, MARILYN MILLER, KATHY TURNER AND LOLENZO POE. COMMISSIONER ROJO STATED THAT SHE ENTHUSIASTICALLY SUPPORTS THE ORDINANCE; AND COMMENTED IN APPRECIATION FOR LOLENZO POE. JOHN RAKOWITZ RESPONSE TO A QUESTION OF COMMISSIONER CRUZ, ADVISING THAT THE OFFICE OF SCHOOL AND COMMUNITY PARTNERSHIPS WILL ADDRESS SYSTEMS ISSUES ASSOCIATED WITH SUPPORT AND SERVICES FOR EARLY CHILDHOOD, FAMILIES AND INDIVIDUALS IN POVERTY, AND SCHOOL BASED AND LINKED PROGRAMMING. COMMISSIONER CRUZ STATED SHE IS PLEASED TO SUPPORT THE ORDINANCE AND LOOKS FORWARD TO PROGRESS ON PROGRAM AND SCHOOL ALIGNMENT, AS WELL AS POVERTY ISSUES. CHAIR LINN ADVISED SEVEN SCHOOL DISTRICTS RECEIVE COUNTY FUNDS.**

**FIRST READING UNANIMOUSLY APPROVED.  
SECOND READING THURSDAY, JANUARY 31, 2002.**

*There being no further business, the regular meeting was adjourned at 11:35 a.m. and the briefing was convened at 11:45 a.m.*

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Thursday, January 24, 2002 - 11:00 AM  
**(OR IMMEDIATELY FOLLOWING REGULAR MEETING)**  
Multnomah Building, First Floor Commissioners Boardroom 100  
501 SE Hawthorne Boulevard, Portland

## **BOARD BRIEFING**

- B-1 Legislative Briefing, Discussion and Update on Governor's Budget Rebalance Proposal. Presented by Gina Mattioda and Stephanie Soden.

***GINA MATTIODA PRESENTATION UPDATE ON GOVERNOR JOHN KITZHABER'S PLANS TO CALL THE LEGISLATURE INTO A SPECIAL SESSION TO BEGIN FEBRUARY 8, 2002 TO GO OVER PROPOSED BUDGET REBALANCE PLAN WITHOUT DOING LONG TERM HARM TO SCHOOLS, HEALTH CARE, SENIOR CITIZENS, PUBLIC SAFETY OR ECONOMIC DEVELOPMENT.***

*There being no further business, the meeting was adjourned at 12:15 p.m.*

BOARD CLERK FOR MULTNOMAH COUNTY, OREGON

*Deborah L. Bogstad*



Multnomah County Oregon

# Board of Commissioners & Agenda

connecting citizens with information and services

## BOARD OF COMMISSIONERS

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Portland, Or 97214

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Maria Rojo de Steffey,

Commission Dist. 1

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Lonnie Roberts, Commission Dist. 4

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Email: [lonnie.j.roberts@co.multnomah.or.us](mailto:lonnie.j.roberts@co.multnomah.or.us)



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## JANUARY 24, 2002

## BOARD MEETING

### FASTLOOK AGENDA ITEMS OF INTEREST

Pg 2	9:30 a.m. Public Comment Opportunity
Pg 2	9:30 a.m. 1999 Contract with State for Enhanced Medicaid Payments for Safety Net Clinics
Pg 3	9:50 a.m. 1st Reading of an Ordinance Adopting Troutdale Zoning Code and Plan
Pg 3	10:15 a.m. 1st Reading of an Ordinance Establishing Department of Human Services
Pg 3	10:30 a.m. 1st Reading of an Ordinance Establishing Office of School and Community Partnerships
Pg 4	11:00 a.m. As Needed Legislative Briefing

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

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

Friday, 11:00 PM, Channel 30

Saturday, 10:00 AM, Channel 30

Sunday, 11:00 AM, Channel 30

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

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Thursday, January 24, 2002 - 9:30 AM  
Multnomah Building, First Floor Commissioners Boardroom 100  
501 SE Hawthorne Boulevard, Portland

## **REGULAR MEETING**

### **CONSENT CALENDAR - 9:30 AM**

#### **DEPARTMENT OF MANAGEMENT AND BUSINESS SERVICES**

- C-1 Intergovernmental Revenue Agreement 0210279 with the State of Oregon Department of Revenue for \$4,140 Payment to Multnomah County for Digital Maps in Support of Statewide ORMAP Goal 1
- C-2 Intergovernmental Revenue Agreement 0210280 with the State of Oregon Department of Revenue for \$69,067 Payment to Multnomah County for Tax Lot Conversion in Support of Statewide ORMAP Goal 4
- C-3 Intergovernmental Revenue Agreement 0210281 with the State of Oregon Department of Revenue for \$39,500 Payment to Multnomah County for Survey of Multnomah /Washington and Multnomah/Clackamas Boundaries in Support of Statewide ORMAP Goals 3 and 4
- C-4 Budget Modification 02\_MBS\_01 Adding Appropriations to Assessment and Taxation and Surveyor Based on Oregon Department of Revenue ORMAP Grant Funding for GIS Mapping Projects

### **REGULAR AGENDA - 9:30 AM**

#### **PUBLIC COMMENT - 9:30 AM**

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

#### **DEPARTMENT OF HEALTH - 9:30 AM**

- R-1 Approval of Intergovernmental Revenue Agreement 0210082 with the Oregon Department of Human Services to Enable Enhanced Federally Qualified Health Center (FQHC) Payments for Oregon Safety Net Clinics for Calendar Year 1999

**DEPARTMENT OF MANAGEMENT AND BUSINESS SERVICES - 9:40 AM**

- R-2 NOTICE OF INTENT to Apply for State of Oregon Department of Revenue ORMAP Grants, for Funding Geographic Information Systems (GIS) Tax Lot Base Map Projects
- R-3 RESOLUTION: Support for Issuance of Industrial Development Revenue Bonds by the State of Oregon to Teeny Foods for the Riverside Parkway Production Facility Project
- R-4 Second Reading and Possible Adoption of a Special ORDINANCE Approving Intergovernmental Agreement with the City of Portland Creating the Sustainable Development Commission and Repealing MCC §§ 3.450, 3.460 and 3.470
- R-5 First Reading of an ORDINANCE Amending Multnomah County Code Chapter 11.10, County Comprehensive Framework Plan, Community Plans, Rural Area Plans, Sectional Zoning Maps, and County Zoning Code Chapters to Adopt Troutdale's Zoning Code, Comprehensive Plan and Maps and Community Plans

**NON-DEPARTMENTAL - 10:15 AM**

- R-6 RESOLUTION Confirming Designation for Interim Multnomah County Sheriff
- R-7 First Reading of an ORDINANCE Amending MCC Chapters 23 and 3 and Deleting MCC Chapter 25 to Establish the Department of Human Services by Consolidating and Abolishing the Department of Aging and Disability Services and the Department of Community and Family Services, and Declaring an Emergency
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Thursday, January 24, 2002 - 11:00 AM  
**(OR IMMEDIATELY FOLLOWING REGULAR MEETING)**  
Multnomah Building, First Floor Commissioners Boardroom 100  
501 SE Hawthorne Boulevard, Portland

**BOARD BRIEFING, IF NEEDED**

B-1 Legislative Briefing, Discussion and Update on Governor's Budget Rebalance Proposal. Presented by Gina Mattioda and Stephanie Soden. 15-30 MINUTES REQUESTED.



Commissioner LISA NAITO  
MULTNOMAH COUNTY • DISTRICT 3

BOARD OF COUNTY COMMISSIONERS • 501 S.E. HAWTHORNE BLVD., SUITE 600 • PORTLAND, OREGON 97214  
(503) 988-5217 phone  
(503) 988-5262 fax

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**MEMORANDUM**

TO: Chair Diane Linn  
Commissioner Maria Rojo de Steffey  
Commissioner Serena Cruz  
Commissioner Lonnie Roberts  
Board Clerk Deb Bogstad

FROM: Steve Seal  
Staff to Commissioner Lisa Naito

DATE: January 2, 2002

RE: Telephone Participation

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Commissioner Naito will be participating in the January 24, 2002 Board of County Commissioners meeting by telephone. She will be calling in from a conference.

MEETING DATE: January 24, 2002  
AGENDA NO: C-1  
ESTIMATED START TIME: 9:30 AM  
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Intergovernmental Agreement 0210279 with Oregon Dept. of Revenue

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: Thursday, January 24, 2002  
AMOUNT OF TIME NEEDED: N/A

DEPARTMENT: Mgmt & Bus Svcs DIVISION: Financial Operations: Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: (503) 988-3345, ext 22331  
BLDG/ROOM #: 503/1

PERSON(S) MAKING PRESENTATION: Consent Calendar

**ACTION REQUESTED:**

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

**SUGGESTED AGENDA TITLE:**

*Intergovernmental Revenue Agreement 0210279 with the State of Oregon Department of Revenue for \$4,140 Payment to Multnomah County for Digital Maps in Support of Statewide ORMAP Goal 1*

*01/29/02 ORIGINAL CAF to Dave Warren*

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_  
(OR)

DEPARTMENT MANAGER: M. Cecilia Johnson

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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



**Department of Support Services**  
**MULTNOMAH COUNTY OREGON**

**Budget and Quality**  
501 SE Hawthorne Boulevard, Fourth Floor  
Portland, Oregon 97214  
(503) 988-3883 phone  
(503) 988-4570 fax

## **SUPPLEMENTAL STAFF REPORT**

**TO:** Board of County Commissioners

**FROM:** Dave Warren-  
Budget Manager

**DATE:** January 15, 2002

**RE:** ORMAP Goal 1 Intergovernmental Agreement

1. Recommendation/Action Requested:

Approve Intergovernmental Agreement #0210279 between Multnomah County and the State of Oregon Department of Revenue (DOR) in which DOR agrees to provide funding for digital maps in support of the statewide ORMAP Project, Goal 1.

2. Background/Analysis:

The Department of Revenue will transfer funds to any county meeting Goal 1 of the ORMAP project. Goal 1 is that by April 2002, Oregon will have a digital base map system that provides picture images of assessor maps. These maps are to be picture images only; GIS information is addressed in other goals of the ORMAP project.

Multnomah County has provided the State with maps (in tiff format) meeting the State standards and will update them quarterly. The \$4,140 transfer from the State is a reimbursement for work performed last spring.

3. Financial Impact:

A fund has been created by the State (the Oregon Land Information System Fund) to address mapping issues across the State. The revenues into the fund come from a fee imposed on all real property transactions recorded by counties. The proceeds are distributed as grants at the discretion of the Department of Revenue, although formulas establish limits to how much funding will be provided to counties applying for these grants.

The revenue in this Goal 1 contract reimburses the Assessment and Taxation Fund (Fund 1515) for expenditures on supplies associated with preparing the images. Indirect Cost on the \$4,140 will be credited to the General Fund, increasing General Fund Contingency by \$97. The revenues and expenditures associated with this contract are included in budget modification 02-BMS-01.

4. Legal Issues:

NA

5. Controversial Issues:

None known

6. Link to Current County Policies:

This contract is a grant from the State. County practice is to come to the Board with a Notice of Intent to apply for new grants. Unfortunately, this was not done for ORMAP grants made available by the State.

7. Citizen Participation:

8. Other Government Participation:



# MULTNOMAH COUNTY OREGON

DIVISION OF ASSESSMENT & TAXATION  
501 SE HAWTHORNE BLVD, SUITE 175  
PORTLAND, OREGON 97204-1699

ADMINISTRATION  
PHONE: (503) 988-3345  
FAX # (503) 988-6849

## Interoffice Memo

Date: December 13, 2001

To: Cecilia Johnson  
DSS Administration  
&  
Franna Hathaway  
Central Procurement & Contracts Admin

From: Debra Anderson  
A&T Administration

RE: RETRO IGA Contract #0210279  
Intergovernmental Agreement with the State of Oregon

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Attached is an intergovernmental revenue agreement between Multnomah County and the State of Oregon Department of Revenue, to obtain grant funding specifically for ORMAP / GIS Projects. This agreement allows Multnomah County to obtain funds in the amount of \$4,140 to reimburse the County for meeting Goal 1 of the ORMAP / GIS Project.

John Thomas has reviewed the attached as is prepared to sign off on the agreement.

This contract is retroactive to the May 31, 2001, the date appearing on "Attachment A" from the State of Oregon. The processing of this agreement has been delayed as the impacted divisions worked to establish an internal procedure for processing contracts related to this complex project. Only recently has the entire group of impacted staff met to clarify all issues related to the IGAs for the ORMAP / GIS process. This agreement simply allows the County to receive revenue for work already completed.

If you have any additional questions please call me at ext. 22355.

Debra Anderson  
A&T Admin



MULTNOMAH COUNTY OREGON

DIVISION OF ASSESSMENT & TAXATION  
501 SE HAWTHORNE BLVD, SUITE 175  
PORTLAND, OREGON 97214-3577

ADMINISTRATION  
PHONE: (503) 988-3345  
FAX # (503) 988-6849

December 28, 2001

Corrina Jaeger  
Oregon Dept of Revenue  
955 Center St NE  
Salem, OR 97301-2555

RE: ORMAP Intergovernmental Agreement in the amount of \$4,140  
Grant Funding for ORMAP Goal #1: Tiff Images of County Assessor Maps  
Multnomah County Contract #0210279

Dear Corrina,

Enclosed are 3 original copies of the ORMAP Intergovernmental Agreement between Multnomah County and the Department of Revenue to provide grant funds in the amount of \$4,140 to Multnomah County to fund ORMAP Project Goal 1. All three copies have been signed appropriately by Multnomah County. Please sign all three originals, retain one original set for your records, and return the remaining two copies (Multnomah County requires two originals) to:

Attn: Debra A. Anderson  
Multnomah County A&T Admin  
501 SE Hawthorne Blvd, Suite 175  
Portland, OR 97214-3577

I apologize for the delay in returning these to you. If you have any questions please call me at 503-988-3345.

Sincerely,

*Debra A. Anderson*

Debra A. Anderson  
SR Administrative Analyst  
Multnomah County A&T



# MULTNOMAH COUNTY OREGON

DIVISION OF ASSESSMENT & TAXATION  
501 SE HAWTHORNE BLVD, SUITE 175  
PORTLAND, OREGON 97204-1699

ADMINISTRATION  
PHONE: (503) 988-3345  
FAX # (503) 988-6849

## Interoffice Memo

Date: January 15, 2002

To: Central Procurement & Contracts Admin

From: Debra Anderson  
A&T Administration

RE: IGA Contract #0210279  
Revenue Agreement between Multnomah County & State DOR

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Attached is an executed copy of the IGA Revenue Contract #0210279, between Multnomah County and the Oregon Dept of Revenue, for ORMAP Project Goal 1.

If you have any questions, please call me at Ext. 22355.

Thank you,

Debra Anderson  
A&T Administration

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

*JK*

Pre-approved Contract Boilerplate (with County Counsel signature)  Attached  Not Attached Contract #: 0210279  
 Amendment #: \_\_\_\_\_

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <div style="text-align: center; border: 1px solid black; padding: 5px;"> <b>RECEIVED</b>                      APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS                      AGENDA # <u>C-1</u> DATE <u>01-24-02</u>                      DEPARTMENT OF CONTRACT ADMINISTRATION                 </div>

Department: Support Services Division: Tax Collection & Records Management Date: 12/12/2001  
 Originator: Kathy Tuneberg Phone: 503-988-5132 Bldg/Rm: 503/1st Floor  
 Contact: Debra Anderson Phone: Ext 22355 Bldg/Rm: 503/1st Floor  
 Description of Contract: Intergovernmental Revenue Agreement with the State of Oregon for ORMAP Projects  
 RENEWAL:  PREVIOUS CONTRACT #(S): \_\_\_\_\_  
 RFP/BID: \_\_\_\_\_ RFP/BID DATE: \_\_\_\_\_  
 EXEMPTION #/DATE: \_\_\_\_\_ EXEMPTION EXPIRATION DATE: \_\_\_\_\_ ORS/AR #: \_\_\_\_\_  
 CONTRACTOR IS:  MBE  WBE  ESB  QRF  N/A  NONE (Check all boxes that apply)

Contractor <u>State of Oregon, Department of Revenue</u>		Remittance address _____
Address <u>Attn: Corrina Jaeger, Contracts Administrator</u>		(If different) _____
<u>955 Center St NE</u>		
<u>Salem, OR 97301-2555</u>		
Phone <u>503-945-8370</u>	Payment Schedule / Terms	
Employer ID# or SS# _____	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt
Effective Date <u>05/31/2001</u>	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
Termination Date <u>04/30/2002</u>	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other
Original Contract Amount \$ <u>4,140</u>	<input type="checkbox"/> Requirements Not to Exceed \$ _____	
Total Amt of Previous Amendments \$ _____	Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No	
Amount of Amendment \$ _____		
Total Amount of Agreement \$ <u>4,140</u>		

REQUIRED SIGNATURES:

Department Manager <u><i>M. Cecilia Johnson</i></u>	DATE <u>12/14/2001</u>
Purchasing Manager <u><i>[Signature]</i></u>	DATE _____
County Counsel <u><i>[Signature]</i></u>	DATE <u>12/21/01</u>
County Chair <u><i>[Signature]</i></u>	DATE <u>12/17/01</u>
Sheriff <u><i>[Signature]</i></u>	DATE _____
Contract Administration <u><i>[Signature]</i></u>	DATE <u>12-17-01</u>

(Class I, Class II Contracts only)

VENDOR CODE					DEPT REFERENCE					
LINE #	Bus Area	Plant	Cost Center	WBS Element	G/L Acct			DESCRIPTION	AMOUNT	INC DEC
01	1515	F070		ORMAP.1	50180			IG- State Grant for ORMAP	4,140	
02										
03										

Exhibit A, Rev. 3/25/98 DIST: Originator, Accts Payable, Contract Admin - Original If additional space is needed, attach separate page. Write contract # on top of page.

NO INSURANCE REQUIREMENTS.

**GOVERNMENT CONTRACT (Non-190 AGREEMENT)**  
**Contract #0210279**

This is an Agreement between the State of Oregon (Oregon Department of Revenue) and Multnomah County (County).

**PURPOSE:**

The purpose of this agreement is to obtain grant funding from the Oregon Department of Revenue to fund the ORMAP Project Goal 1. Goal 1 states that by April of 2002 Oregon will have a statewide easily accessible digital base map system that provides picture images of assessor maps and a limited amount of information.

The parties agree as follows:

1. **TERM** The term of this agreement shall be from May 31, 2001 to April 30, 2002. This agreement may not be renewed.
2. **RESPONSIBILITIES OF Oregon Department of Revenue.** The Oregon Department of Revenue agrees to provide grant funds in the amount of \$4,140 to Multnomah County to fund the ORMAP Project Goal 1, as outlined in Attachment "A" to this agreement.
3. **RESPONSIBILITIES OF COUNTY.** The County agrees to deliver tiff images of the County's assessor maps with an index to the Oregon Geographic Data Clearinghouse, by April of 2002, as outline in Attachment "A" to this agreement.
4. **TERMINATION** This agreement may be terminated by either party upon 30 days written notice.
5. **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 the State of Oregon Department of Revenue 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.
6. **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.
7. **ADHERENCE TO LAW** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
8. **NON-DISCRIMINATION** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
9. **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.
10. **SUBCONTRACTS AND ASSIGNMENT** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

11. **THIS IS THE ENTIRE AGREEMENT** This Agreement, including Attachment "A", constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

12. **ADDITIONAL TERMS AND CONDITIONS:**

a. See Attachment "A"

MULTNOMAH COUNTY, OREGON

By *M. Cecilia Johnson*

Title \_\_\_\_\_

Date 12/14/2001

Reviewed:

*[Signature]*  
TOM SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAN COUNTY

DEPARTMENT OF REVENUE

By *Trishu Banta*

Title Finance Manager

Date 1.2.02

Approved as to form:

\_\_\_\_\_

## "Attachment A"

May 31, 2001

Assessor  
Division of Assessment & Taxation  
501 SE Hawthorne Bldg., Ste 200  
Portland, OR 97214

Upon approval by its governing body, the Department of Revenue shall provide grant funds in the amount of \$4,140.00 to Multnomah County to fund the ORMAP Project Goal 1. The Department of Revenue is prepared to make the initial transfer of funds for the ORMAP project for all counties indicating that Goal 1 has been met. This transfer will occur after we receive this form from Multnomah County consenting to the transfer of funds.

By April of 2002, County agrees to deliver tiff images of all of the County's assessor maps with an index to the Oregon Geographic Data Clearinghouse.

**GOAL 1:** By April of 2002, Oregon will have a statewide easily accessible digital base map system that provides picture images of assessor maps and a limited amount of information.

- Primary Focus: Statewide system - citizen benefit (eliminate need to travel to courthouse for map)
- Picture only (no GIS capability)
- Good cartographic property descriptions
- Access: statewide on internet
- Technical Design (Minimums)
- Scanned maps : 400 dpi Group 4 (compressed)
- Index: 1<sup>st</sup> by county; then by map number
- Internet Server: single server at Oregon Geographic Data Clearinghouse (OGDC)
- Image type: tiff
- Image updates: quarterly

**Funding of Goal #1 for counties that are not maintained by the Department of Revenue Cartographic Unit:**

- For digital maps, counties will receive \$1 per map and an additional \$300 for purchase of additional hardware.
- For paper maps, counties will receive \$2 per map and an additional \$300 for purchase of additional hardware.

County quarterly maintenance will begin July 1, 2002. No funding was granted. Counties may request quarterly maintenance funds from either the regional or discretionary monies.

Note: OGDC is developing an RFP for those counties that will need an outside vendor to comply with Goal 1.

**DEPARTMENT OF REVENUE**

  
Trisha Baxter, Finance Manager  
955 Center St. NE  
Salem, OR 97301-2555

tel 503.945.8370 fax 503.945.8382

1.2.02  
Date signed

**Multnomah COUNTY**

  
Multnomah County  
501 SE Hawthorne Bldg., Ste 200  
Portland, OR 97214

12/14/2001  
Date signed





**Department of Support Services**  
**MULTNOMAH COUNTY OREGON**

**Budget and Quality**  
501 SE Hawthorne Boulevard, Fourth Floor  
Portland, Oregon 97214  
(503) 988-3883 phone  
(503) 988-4570 fax

## **SUPPLEMENTAL STAFF REPORT**

**TO:** Board of County Commissioners

**FROM:** Dave Warren-  
Budget Manager

**DATE:** January 15, 2002

**RE:** ORMAP Goal 4 Intergovernmental Agreement

1. Recommendation/Action Requested:

Approve Intergovernmental Agreement #0210280 between Multnomah County and the State of Oregon Department of Revenue (DOR) in which DOR agrees to provide funding for tax lot conversion in support of the statewide ORMAP Project, Goal 4.

2. Background/Analysis:

The Department of Revenue agrees to pay \$69,067 for activities leading to completion of Goal 4 of the ORMAP project. Goal 4

Multnomah County will use the State funds to hire a consultant to assist in planning a conversion of existing taxlot data and determining the most appropriate software for that conversion, to purchase the software, and to begin training needed to begin the conversion.

3. Financial Impact:

A fund has been created by the State (the Oregon Land Information System Fund) to address mapping issues across the State. The revenues into the fund come from a fee imposed on all real property transactions recorded by counties. The proceeds are distributed as grants at the discretion of the Department of Revenue, although formulas establish limits to how much funding will be provided to counties applying for these grants.

The revenue in this Goal 4 contract consists of the full amount believed to be available to Multnomah County under the distribution formula for 2001-02. Indirect Cost on the \$69,070 will be credited to the General Fund, increasing General Fund Contingency by \$1,619. The revenues and expenditures associated with this contract are included in budget modification 02-BMS-01.

4. Legal Issues:

NA

5. Controversial Issues:

None known

6. Link to Current County Policies:

This contract is a grant from the State. County practice is to come to the Board with a Notice of Intent to apply for new grants. Unfortunately, this was not done for ORMAP grants made available by the State.

7. Citizen Participation:

8. Other Government Participation:

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

# 0210280  
Contract #:   C  

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

Amendment #:     

<p style="text-align: center;"><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption)</p> <p><input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption)</p> <p><input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000</p> <p style="padding-left: 20px;"><input type="checkbox"/> Expenditure</p> <p style="padding-left: 20px;"><input type="checkbox"/> Revenue</p> <p><input type="checkbox"/> Architectural &amp; Engineering not to exceed \$10,000 (for tracking purposes only)</p>	<p style="text-align: center;"><b>CLASS II</b></p> <p><input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)</p>	<p style="text-align: center;"><b>CL</b></p> <p><input checked="" type="checkbox"/> Intergovernmental that exceeds \$50</p> <p><input type="checkbox"/> Expenditure</p> <p><input checked="" type="checkbox"/> Revenue</p> <p style="text-align: right;"><b>REI</b></p> <p style="text-align: right;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>  C-2  </u> DATE <u>  01-24-02  </u> DEB BOGSTAD, BOARD CLERK</p> <p style="text-align: right;"><b>DEC</b></p> <p style="text-align: right;"><b>CONTRACT:</b></p>
--	--	--

Department: Support Services Division: Tax Collection & Records Management Date: \_\_\_\_\_

Originator: Kathy Tuneberg Phone: 503-988-5132 Bldg/Rr \_\_\_\_\_

Contact: Debra Anderson Phone: Ext 22355 Bldg/Rr \_\_\_\_\_

Description of Contract: Intergovernmental Revenue Agreement with the State of Oregon for ORMAP / GIS Projects

RENEWAL:  PREVIOUS CONTRACT #(S): \_\_\_\_\_

RFP/BID: \_\_\_\_\_ RFP/BID DATE: \_\_\_\_\_

EXEMPTION #/DATE: \_\_\_\_\_ EXEMPTION EXPIRATION DATE: \_\_\_\_\_ ORS/IAR #: \_\_\_\_\_

CONTRACTOR IS:  MBE  WBE  ESB  QRF  N/A  NONE (Check all boxes that apply)

<p>Contractor <u>State of Oregon, Department of Revenue</u></p> <p>Address <u>Attn: Corrina Jaeger, Contracts Administrator</u></p> <p style="padding-left: 20px;"><u>955 Center St NE</u></p> <p style="padding-left: 20px;"><u>Salem, OR 97301-2555</u></p> <p style="padding-left: 20px;">Phone <u>503-945-8370</u></p> <p>Employer ID# or SS# _____</p> <p style="padding-left: 20px;">Effective Date <u>08/01/2001</u></p> <p style="padding-left: 20px;">Termination Date <u>10/31/2004</u></p> <p style="padding-left: 20px;">Original Contract Amount \$ <u>69,067</u></p> <p>Total Amt of Previous Amendments \$ _____</p> <p style="padding-left: 20px;">Amount of Amendment \$ _____</p> <p style="padding-left: 20px;">Total Amount of Agreement \$ <u>69,067</u></p>	<p>Remittance address _____</p> <p style="text-align: center;">(if different)</p> <p>Payment Schedule / Terms</p> <p><input type="checkbox"/> Lump Sum \$ _____</p> <p><input type="checkbox"/> Monthly \$ _____</p> <p><input type="checkbox"/> Other \$ _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
---	--

**REQUIRED SIGNATURES:**

Department Manager *M. Cecilia Johnson* DATE 12

Purchasing Manager \_\_\_\_\_ DATE \_\_\_\_\_

(Class II Contracts Only)

County Counsel \_\_\_\_\_ DATE 1

County Chair \_\_\_\_\_ DATE 15

Sheriff \_\_\_\_\_ DATE \_\_\_\_\_

Contract Administration \_\_\_\_\_ DATE 16

(Class I, Class II Contracts only)

**DEPARTMENT OF REVENUE  
ORMAP INTERGOVERNMENTAL AGREEMENT  
CONTRACT #901**

This Agreement, dated as of August 1, 2001, is entered into by and between the State of Oregon, acting by and through the Department of Revenue ("Department") and Multnomah County ("County").

WHEREAS, under ORS 306.135 the Department is charged with developing a base map system to facilitate and improve the administration of the ad valorem property tax system;

WHEREAS, pursuant to ORS 190.110, the Department may cooperate, by agreement or otherwise, in performing the duties imposed upon it by ORS 306.135.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Department and the County agree to the following: <sup>5</sup>

**I. EFFECTIVE DATE OF AGREEMENT; AWARD; PROJECT COMPLETION**

- A. Effective Date of Agreement. This Agreement shall become effective on the date this Agreement has been signed by every party and all approvals required by the State have been obtained.
- B. Award. The Department shall provide funds in the amount of \$69,067.00 to the County to fund all or part of the activities set forth in Exhibit A ("Proposal") which is attached hereto and by this reference made a part hereof. The part of the activities set forth in the Proposal which is funded by the Award shall be called the "Project". All of the activities set forth in the Proposal, whether funded by the Department or by other sources, shall be referred to as the "Total Project". (If there are no other funders beside the Department for the activities described in the Proposal, the Total Project is the same as the Project.) The Department shall not be obligated to provide to the County, and the County shall not use, any funds described in this Section other than for costs for the Project.
- C. Project Completion. County agrees to complete the Total Project in accordance with the terms and specifications of the Proposal by *October 31, 2004* ("Project Completion Date"). Final billing for the Project shall be submitted to the Department, on or before *October 31, 2004*. Unless approved in writing by the Department, the Department shall not be obligated to disburse any of the Award after *October 31, 2004*.

**II. DISBURSEMENTS; OVERPAYMENT; DISALLOWED COSTS; COST SAVINGS:**

- A. Disbursement of Funds by the Department. Subject to Section IV, upon receipt of the County's request for disbursement, the Department shall disburse funds to the County. The Department may, in its sole discretion, impose a minimum or maximum dollar amount for each disbursement request or limit the frequency of disbursement requests.
- B. Overpayment. In the event that the aggregate amount of the Department's disbursements hereunder exceeds the out-of-pocket costs of the County for the Project, the County agrees to refund to the Department the amount paid in excess of such costs within thirty (30) days of final billing by the County or the Project Completion Date, whichever is earlier.

- C. Disallowed Costs. The County agrees that payment(s) under this Agreement shall be subject to offset or reduction for amounts previously paid hereunder which are found by the Department not to constitute allowable costs under this Agreement. If such disallowed amount exceeds the payment(s); the County shall immediately upon demand pay the Department the amount of such excess.
- D. Cost Savings. Any cost savings realized on the Total Project shall be prorated between the funding sources based on the percentage of their respective cash contributions as set forth in the Proposal. In no event shall the Department pay for more than its pro rata share of the County's actual out-of-pocket cost of the Total Project.
- E. No Duplicate Payment. The County shall not be compensated for, or receive any other duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party.

### III. REPRESENTATIONS AND WARRANTIES

County represents and warrants to the Department that (1) it has the power and authority to enter into and perform this Agreement, (2) this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms, (3) the Total Project shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) those persons performing work on the Total Project shall, at all times during the term of this Agreement, be qualified, professionally competent and duly licensed to perform work on the Total Project, and (5) Exhibit A presents a good faith estimate of the costs of the Total Project and the Project and accurately states the amount of other funds, whether in cash or through binding commitment(s), available for payment of the costs of the Total Project.

### IV. CONDITIONS TO DISBURSEMENT

- A. Conditions Precedent to Disbursement. The Department shall not be obligated to disburse any funds hereunder for Project costs unless (1) there exists no event of default or default which with notice or lapse of time or both will become an event of default hereunder, and (2) the Department has received from the County (i) a request for disbursement signed by a duly authorized representative of the County (which shall, among other things, state that the County has or will have sufficient funds to complete the Total Project by the Project Completion Date), (ii) an itemized invoice and (iii) such other documentation as the Department may require, all in form and substance satisfactory to the Department; further, the Department shall only be obligated to disburse Award funds to the extent that the portion of the Award represented by the aggregate amount of all disbursements made through the date of the disbursement request (including the amount of the disbursement request) does not exceed the percentage of the Project completed through the date of the disbursement request, as determined by the Department.
- B. Conditions Precedent to Final Disbursement. The Department shall not be obligated to make final disbursement hereunder until a final payment request and such documentation as may be required by the Department, all in form and substance satisfactory to the Department, shall be submitted by the County to the Department. Final payment will be made to the County within forty-five (45) days of approval by the Department.

### V. COVENANTS

- A. Assignment. If the County hires a contractor(s) to do all or part of the Project, the County shall remain liable for compliance with the terms and conditions of this Agreement and shall not in any way be relieved of any of its obligations under this Agreement. The County shall be responsible for all cost overruns.
- B. Payments. To the extent required by state and federal law, the County agrees to:
1. Make payment promptly as due to all contractors, subcontractors, vendors and other persons supplying labor and/or materials for the Project; and
  2. Pay all contributions or amounts due to the State Industrial Accident Fund for workers compensation premiums incurred if a contractor fails to make such payments.
- C. Liabilities. County shall perform its obligations under this Agreement as an independent contractor. Each party shall be responsible exclusively with respect to their employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and contributions to the Public Employees Retirement System.
- Each party shall be responsible, to the extent required by law (including the Oregon Tort Claims Act, ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.
- D. Compliance with Applicable Law. The County shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement. The Department's performance under this Agreement is conditioned upon the County's compliance with the provisions of ORS 279.312, 279.314, 279.316, 279.320 and 279.555, as amended from time to time, which are incorporated by reference herein.
- E. Records Maintenance. The County shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, the County shall maintain any other records pertinent to this Agreement in such a manner as to clearly document the County's performance. The County's accounting procedures shall provide for an accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. Controls shall be established which are adequate to ensure that all expenditures reimbursed under this Agreement are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
- F. Access. The County acknowledges and agrees that the Department and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of the County that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts. The County shall retain and keep accessible all such fiscal records, books, documents, papers, plans and writings for a minimum of five (5) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.
- G. Project Ownership. The Department acknowledges and agrees that the Project is the

exclusive property of the County. The County acknowledges and agrees that the Department is not responsible nor liable in any manner for the completion or maintenance of the Project or Total Project.

## VI. TERMINATION; REMEDIES

- A. Termination for Convenience. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party; provided, however, that the County shall, within thirty (30) days of such termination, reimburse the Department for all funds disbursed by the Department hereunder in excess of the Award multiplied by the percentage of the Project completed to the satisfaction of the Department; provided further that until the County has fully reimbursed the Department for such funds, the County shall comply with the terms of this Agreement.
- B. Termination Because of Non-Appropriation or Project Ineligibility.
1. The Department, at any time upon prior written notice to the County, may modify or terminate this Agreement if the Department fails to receive funding or appropriations, limitations, or other expenditure authority at levels sufficient to pay for the allowable costs of the Project to be funded hereunder or any state law, regulation or guideline is modified, changed or interpreted in such a way that the Total Project, or any portion of the Total Project, is no longer eligible for Award funds.
  2. In the event insufficient funds are appropriated by the County for its share of the costs of the Total Project and the County has no other lawfully available funds, then the County may terminate this Agreement at the end of its current fiscal year, with no further liability to the Department. The County shall deliver to the Department written notice of such termination within thirty (30) days of its determination of such shortfall. The Department shall pay for all authorized Project costs expended by the County up to the date of this written notice of termination.
- C. Termination for Default. The Department may, at any time upon thirty (30) days prior written notice to the County, terminate or modify this Agreement in whole or in part if:
1. The design and implementation of the Total Project is not pursued with due diligence; or
  2. The cadastral portions of the Total Project do not conform to the Department of Revenue Oregon Cadastral Map System; or
  3. The County fails to receive funding for portions of the Total Project from outside sources as described in its Proposal; or
  4. The County, without the prior written approval of the Department, uses the funds provided by the Department hereunder in a way other than the Project described in the Proposal approved by the Department.
  5. The County violates any other provision of this Agreement.
- D. Rights and Remedies. The County shall, within thirty (30) days of its receipt of the notice

described in Section VI.C above, reimburse the Department for all funds disbursed hereunder in excess of the Award multiplied by the percentage of the Project completed to the satisfaction of the Department. Further, the Department shall have any and all rights and remedies available at law or in equity.

## VII. GENERAL PROVISIONS

- A. Force Majeure. Neither the Department nor the County shall be held responsible for delay or failure to perform when such delay or failure is due to fire, flood, epidemic, strike, public carrier, act of God, act of a public enemy or a public authority or a cause which cannot be reasonably foreseen or provided against.
- B. Persons Not to Benefit. No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Oregon Legislative Assembly, elected official of the State of Oregon, or official, agent, or employee of the State of Oregon, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the State of Oregon shall derive any unfair knowledge or financial benefit from this Agreement that is not offered to others in a competitive process.
- C. No Third Party Beneficiaries. The Department and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- D. Successors and Assigns. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Department and County and their respective successors and assigns; provided however that the County may not assign this Agreement or any interest therein without the prior written consent of the Department, which consent may be withheld for any reason.
- E. Severability. The Department and the County agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provisions held to be invalid.
- F. Notice. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to the Department or the County at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

- G. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.
- H. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the Department and/or other agency or department of the State of Oregon and the County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- I. Merger Clause; Amendment; Waiver. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE DEPARTMENT AND THE COUNTY ON THE SUBJECT MATTER HEREOF. NO MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH THE DEPARTMENT AND THE COUNTY, AND NO CONSENT OR WAIVER SHALL BE EFFECTIVE UNLESS IN WRITING AND SIGNED BY THE PARTY AGAINST WHOM SUCH CONSENT OR WAIVER IS BEING ENFORCED. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE DELAY OR FAILURE OF THE DEPARTMENT TO ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL NOT CONSTITUTE A WAIVER BY THE DEPARTMENT OF THAT PROVISION OR ANY OTHER PROVISION. THE COUNTY, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS.

DEPARTMENT:  
State of Oregon, acting by and through its  
Department of Revenue

COUNTY:  
Multnomah County

By: Trisha Baxter  
Trisha Baxter, Finance Manager

Date: 1.2.02

Telephone: (503) 945-8370

Fax No: (503) 945-8382

By: M. Cecilia Johnson

Title: \_\_\_\_\_

Date: 12/14/2001

Telephone: \_\_\_\_\_

Fax No: \_\_\_\_\_

Federal Employer Identification Number:  
93-6002309

REVIEWED:  
THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY

BY [Signature]  
ASSISTANT COUNTY ATTORNEY

DATE 12/21/01

# EXHIBIT A

## Multnomah County ORMAP Regional Fund Project Proposal

### **Overview**

#### *1) Brief description of what the project is about.*

Multnomah County has spent 10 years and 10 million dollars to convert over 3840 Assessor maps representing over 240,000 taxlots into digital form. Recently, the Assessor's Roll system completed a major computer upgrade to The Software Group (TSG) software. Multnomah County Assessment and Taxation (A&T) would like to continue to improve our assessment and taxation data by using GIS capabilities to link the digital Assessor maps and digital Assessor tabular data to meet ORMAP GOAL 4 technical specifications.

### **Background**

#### *1) Describe your current Mapping/GIS system and other relevant information.*

Multnomah County uses Bentley's Microstation and some Intergraph MGE products to maintain the Assessor maps. Currently, the maps are in CAD format, meaning that they have no database linkage and do not consistently generate closed polygons from the taxlot levels. The maps are stored as files with levels of information within a specific map rather than as seamless GIS style themes over the entire county. With the exception of taxlot lds, text may be duplicated and overlaps at the edges of individual files. Text is also sized to the scale of the specific map (file).

### **Project Design**

#### *1) Identify the ORMAP goal and describe any regional goal that this project addresses.*

While Multnomah County has complete COGO quality digital data, the data is not in GIS format. Our project moves this high quality CAD data directly to meet ORMAP Goal 4 technical standards. Multnomah County is the only county in our region that currently does not directly generate GIS taxlot data that would meet ORMAP goals 2,3 or 4.

Multnomah County represents approximately 14% of Oregon taxlots. This proposal, along with the other proposals for the R-Map region (Multnomah, Washington and Clackamas counties), would complete almost a third of the ORMAP database taxlots.

#### *2) Describe how the project contributes to or accomplishes goals two, three, and/or four*

ORMAP goals 2, 3 and 4 progressively increase the technical requirements for spatial accuracy. Through practical experience with existing aerial photos and survey data, we believe our CAD data meets ORMAP goal 4 standards. The ability to create and maintain closed taxlots polygons from our Assessor map digital CAD data is the main issue for Multnomah County, rather than spatial accuracy.

3) *Describe in detail your technical approach to the project.*

Multnomah County is in a unique position. We have the most taxlots by far, dense urban areas mixed with farm and forestlands. We have many unique condominium issues that may not occur in any other county in Oregon. We were the first DOR Intergraph conversion project and therefore have some unique CAD data issues. We are actively maintaining the digital CAD Assessor maps and need to support a high volume of map maintenance while developing the capability to maintain taxlot polygons. In short, this is not a simple, straightforward task.

While we have done some preliminary pilot projects, before committing to a particular conversion strategy, we feel very strongly that we need the advice of a professional consultant to determine:

- 1) Which current release of software will best handle the conversion task and support the volume of our maintenance needs?
- 2) Do we develop GIS themes for all CAD data or just focus on taxlot levels?
- 3) What strategy will support map maintenance by 5 or more Cartographers?
- 4) For the GIS tabular data, which database will best meet our business needs?
- 5) How do we accomplish this project within our budget and personnel constraints?

Without ORMAP funds, Multnomah County does not have the budget to begin this project. We estimate consulting fees of \$20-25,000 for this piece of the project. Once the consultants report is complete, we want to actively begin implementation.

4) *Describe the maintenance plan for this product*

To maintain 240,000 taxlots with the volume of changes that we experience, we believe A&T Cartography must have the tools to not only maintain Assessor maps but also the taxlots polygons themselves.

5) *Will this project conform to the ORMAP Data Standards?*

Yes. We actively participate on the technical committee and understand the standards.

***Project Outline/Work Plan/Calendar/Costs***

The money requested at this time is only for Phase 1 of our process. During Phase 1, we will develop a strategic plan to create Goal 4 quality taxlot polygons from existing countywide COGO quality digital data. A professional consultant with experience with conversion of Microstation data and our relatively large volume of data will create the Strategic plan. The strategic plan will include recommended software and training of internal staff.

Phase 1 will be completed in 3 to 4 months. A detailed break out of tasks and their timeframes is found under section 2, Deliverables at Each Completion Date for Phase 1. The resulting strategic plan will be made available to ORMAP.

Multnomah County will complete Phase 2 and create ORMAP Goal 4 quality taxlot polygons by October 2004 (target date for Goal 2). The strategy developed in Phase 1 must process our large volume of data, meet the quality standards of our A&T staff, and produce a viable maintenance environment by October 2004.

*1) Show a timeline with milestones and any phase completion dates identified.*

Phase 1

Develop Strategic Plan with Consultant  
Purchase Software and Train Personnel

- 1) Write specifications for contract with Consultant.
- 2) Consultant completes strategic plan.
- 3) Review strategic plan with DOR and agree on plan.
- 4) Purchase software and train personnel according to strategic plan recommendations.

Completion date for Phase 1 is 3 to 4 months

Tentative Phase 2  
Convert CAD Files

From previous efforts we developed a tentative Conversion Plan for taxlots and assessor maps. This plan may change depending on the recommendations of the consultant.

Phase 1 NW County 3,200 taxlots

Townships 3N2W, 3N1W, 2N2W, 2N1W, 2N1E

Phase 2 East County 38,300 taxlots

Townships 1N3E, 1N4E, 1N5E, 1N6E, 1N7E, 2N6E, 2N7E  
1S3E, 1S4E, 1S5E, 1S6E, 1S7E, 1S8E

Phase 3 Portland 190,000 taxlots

Townships 1N1W, 1N1E, 1N2E, 1S1E, 1S2E

Tentative Phase 3

Develop Maintenance Tools

Maintenance tools must be developed to maintain the taxlots polygons and meet the production requirements of Multnomah County.

Completion date for Phase 2 and Phase 3 is October 2004

2) *Identify deliverable(s) at each completion date.*

Phase 1 to begin as soon as ORMAP funds are available  
Develop Strategic Plan with Consultant  
Purchase Software and Train Personnel

- RFP document for consulting services and contract.  
Estimate elapsed time-2 to 3 weeks
- Deliverable from consultant is a strategic plan for conversion and maintenance of Microstation DGN files to produce GIS taxlots that meet Goal 4 specifications.  
Estimate elapsed time-4 to 6 weeks
- Based on recommendations, we will develop a training plan and software purchase plan.  
Estimate elapsed time-1 to 2 weeks

Total time estimate 7 to 11 weeks.

Tentative Phase 2  
Convert CAD Files  
And  
Tentative Phase 3  
Develop Maintenance Tools

Will depend upon results of strategic plan. Our goal is to complete the entire process by the target date for GOAL 2--October 2004.

3) *Give a breakdown of costs for the major tasks and the total costs for each fiscal year.*

We request all of Multnomah County formula money be approved for distribution. Our region (R-Map) has agreed that for the first year, each county can apply for its own money. The most recent spreadsheet place Multnomah County's figure at \$69,066.67

We estimate consultant costs to be \$20,000 to \$25,000, but we don't want to have to come back and ask for more money if the consultant fees are higher. We propose that ORMAP approve the allocation of our formula money and that we then work with DOR for specific purchases or contracts.

Training, software and other development costs are estimated to consume all of the remaining initial Multnomah County formula money allocation to support the 5 Cartographers on staff during Phase 1.

We will apply for discretionary funds as our plan becomes more fully developed. We are assuming formula money will be made available in successive years to continue this project.

## ***Quality Control***

### ***1) Who will be responsible for quality control?***

Multnomah County GIS will run quality control checks for GIS data.

Multnomah County A&T Cartography will correct Assessor map data.

### ***2) What will be the procedures for quality control?***

- Check that all taxlot polygons close into the appropriate shape.
- Check that every centroid has a corresponding record in the Assessor roll file.
- Check that every Assessor roll file real property record has a representation by a map centroid.
- Find and remove duplicate centroids.

## ***Data Availability***

### ***1) Identify any restrictions on data sharing or licensing issues with this product.***

Multnomah County retains the right to withhold data from ORMAP if Multnomah County policies conflict with ORMAP specifications.

## ***Other Issues***

*Please identify.*

## ***County Contact/Project Manager***

Karen Harris [karen.l.harris@co.multnomah.or.us](mailto:karen.l.harris@co.multnomah.or.us) (503)579-6130 x27042  
**PROJECT MANAGER**





**Department of Support Services**  
**MULTNOMAH COUNTY OREGON**

**Budget and Quality**  
501 SE Hawthorne Boulevard, Fourth Floor  
Portland, Oregon 97214  
(503) 988-3883 phone  
(503) 988-4570 fax

## **SUPPLEMENTAL STAFF REPORT**

**TO:** Board of County Commissioners

**FROM:** Dave Warren-  
Budget Manager

**DATE:** January 15, 2002

**RE:** ORMAP Goals 3 & 4 Intergovernmental Agreement

1. **Recommendation/Action Requested:**

Approve Intergovernmental Agreement #0210281 between Multnomah County and the State of Oregon Department of Revenue (DOR) in which DOR agrees to provide funding for survey of boundaries between Multnomah County and Washington and Clackamas Counties in support of the statewide ORMAP Project, Goals 3 and 4.

2. **Background/Analysis:**

The Department of Revenue will transfer funds to establish common boundaries between Multnomah County and Washington and Clackamas Counties to address Goals 3 and 4 of the ORMAP project. .

The County Surveyor will use the \$39,500 to complete a survey of the common Multnomah/Washington and Multnomah/Clackamas boundaries before the end of the fiscal year.

Specifically, the money will be used to establish approximately 80 points using the Global Positioning System (GPS) and doing surveys to connect them and thereby form the GIS county boundary lines.

3. **Financial Impact:**

A fund has been created by the State (the Oregon Land Information System Fund) to address mapping issues across the State. The revenues into the fund come from a fee imposed on all real property transactions recorded by counties. The proceeds are

distributed as grants at the discretion of the Department of Revenue, although formulas establish limits to how much funding will be provided to counties applying for these grants.

The \$39,500 in this contract allows increased appropriations in the Land Corner Preservation Fund (Fund 1512) for additional surveyor hours. Indirect Cost on the \$39,500 will be credited to the General Fund, increasing General Fund Contingency by \$1,719. The revenues and expenditures associated with this contract are included in budget modification 02-BMS-01.

4. Legal Issues:

NA

5. Controversial Issues:

None known

6. Link to Current County Policies:

This contract is a grant from the State. County practice is to come to the Board with a Notice of Intent to apply for new grants. Unfortunately, this was not done for ORMAP grants made available by the State.

7. Citizen Participation:

8. Other Government Participation:

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

*AS*

Pre-approved Contract Boilerplate (with County Counsel signature)  Attached  Not Attached Contract #: 0210281  
 Amendment #: \_\_\_\_\_

<p style="text-align: center;"><b>CLASS I</b></p> <input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<p style="text-align: center;"><b>CLASS II</b></p> <input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCR Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<p style="text-align: center;"><b>CLASS III</b></p> <input type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue
---	--	--

FILE COPY

RECEIVED

APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
 AGENDA # C-3 DATE 01-24-02  
 CONTRACT ADMINISTRATION  
 DEB BOGSTAD, BOARD CLERK

Department: Dept of Sustainable Community Development Division: Transportation Division Date: 12/1/2001  
County Surveyor  
 Originator: Debra Anderson / Kathy Tuneberg Phone: Ext 22355 / 22331 Bldg/Rm: 503/1<sup>st</sup> floor  
 Contact: Bob Hovden Phone: 503-988-3600 Bldg/Rm: 455  
 Description of Contract: Intergovernmental Revenue Agreement with State Dept of Revenue for ORMAP GIS Projects - R-Map Region  
 RENEWAL:  PREVIOUS CONTRACT #(S): \_\_\_\_\_  
 RFP/BID: \_\_\_\_\_ RFP/BID DATE: \_\_\_\_\_  
 EXEMPTION #/DATE: \_\_\_\_\_ EXEMPTION EXPIRATION DATE: \_\_\_\_\_ ORS/AR #: \_\_\_\_\_  
 CONTRACTOR IS:  MBE  WBE  ESB  QRF  N/A  NONE (Check all boxes that apply)

Contractor <u>State of Oregon, Department of Revenue</u> Address <u>Attn: Corrina Jaeger, Contracts Administrator</u> <u>955 Center Street NE</u> <u>Salem, OR 97301-2555</u> Phone <u>503-945-8370</u>	Remittance address _____ (If different) _____ Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
Employer ID# or SS# _____ Effective Date <u>08/01/2001</u> Termination Date <u>03/31/2002</u> Original Contract Amount \$ <u>39,500</u> Total Amt of Previous Amendments \$ _____ Amount of Amendment \$ _____ Total Amount of Agreement \$ <u>39,500</u>	

REQUIRED SIGNATURES:

Department Manager <u><i>[Signature]</i></u>	DATE <u>12/13/01</u>
Purchasing Manager <u><i>[Signature]</i></u> (Class II Contracts Only)	DATE _____
County Counsel <u><i>[Signature]</i></u>	DATE <u>12/19/01</u>
County Chair <u><i>[Signature]</i></u>	DATE <u>12/17/01</u>
Sheriff <u><i>[Signature]</i></u>	DATE _____
Contract Administration <u><i>[Signature]</i></u> (Class I, Class II Contracts only)	DATE <u>12-14-01</u>

VENDOR CODE					DEPT REFERENCE				
LINE #	Bus Area	Plant	Cost Center	WBS Element	G/L Acct		DESCRIPTION	AMOUNT	INC DEC
01	1512	F030		ORMAP.3	50180		IG-State Grant for ORMAP	39,500	
02									
03									

Exhibit A, Rev. 3/25/98 DIST: Originator, Accts Payable, Contract Admin - Original If additional space is needed, attach separate page. Write contract # on top of page.

NO INSURANCE REQUIREMENTS

**DEPARTMENT OF REVENUE  
ORMAP INTERGOVERNMENTAL AGREEMENT  
CONTRACT #902**

This Agreement, dated as of August 1, 2001, is entered into by and between the State of Oregon, acting by and through the Department of Revenue ("Department") and Multnomah County ("County").

WHEREAS, under ORS 306.135 the Department is charged with developing a base map system to facilitate and improve the administration of the ad valorem property tax system;

WHEREAS, pursuant to ORS 190.110, the Department may cooperate, by agreement or otherwise, in performing the duties imposed upon it by ORS 306.135.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Department and the County agree to the following:

**I. EFFECTIVE DATE OF AGREEMENT; AWARD; PROJECT COMPLETION**

- A. Effective Date of Agreement. This Agreement shall become effective on the date this Agreement has been signed by every party and all approvals required by the State have been obtained.
- B. Award. The Department shall provide funds in the amount of \$39,500.00 to the County to fund all or part of the activities set forth in Exhibit A ("Proposal") which is attached hereto and by this reference made a part hereof. The part of the activities set forth in the Proposal which is funded by the Award shall be called the "Project". All of the activities set forth in the Proposal, whether funded by the Department or by other sources, shall be referred to as the "Total Project". (If there are no other funders beside the Department for the activities described in the Proposal, the Total Project is the same as the Project.) The Department shall not be obligated to provide to the County, and the County shall not use, any funds described in this Section other than for costs for the Project.
- C. Project Completion. County agrees to complete the Total Project in accordance with the terms and specifications of the Proposal by *March 31, 2002* ("Project Completion Date"). Final billing for the Project shall be submitted to the Department, on or before *March 31, 2002*. Unless approved in writing by the Department, the Department shall not be obligated to disburse any of the Award after *March 31, 2002*.

**II. DISBURSEMENTS; OVERPAYMENT; DISALLOWED COSTS; COST SAVINGS;**

- A. Disbursement of Funds by the Department. Subject to Section IV, upon receipt of the County's request for disbursement, the Department shall disburse funds to the County. The Department may, in its sole discretion, impose a minimum or maximum dollar amount for each disbursement request or limit the frequency of disbursement requests.
- B. Overpayment. In the event that the aggregate amount of the Department's disbursements hereunder exceeds the out-of-pocket costs of the County for the Project, the County agrees to refund to the Department the amount paid in excess of such costs within thirty (30) days of final billing by the County or the Project Completion Date, whichever is earlier.

- C. Disallowed Costs. The County agrees that payment(s) under this Agreement shall be subject to offset or reduction for amounts previously paid hereunder which are found by the Department not to constitute allowable costs under this Agreement. If such disallowed amount exceeds the payment(s); the County shall immediately upon demand pay the Department the amount of such excess.
- D. Cost Savings. Any cost savings realized on the Total Project shall be prorated between the funding sources based on the percentage of their respective cash contributions as set forth in the Proposal. In no event shall the Department pay for more than its pro rata share of the County's actual out-of-pocket cost of the Total Project.
- E. No Duplicate Payment. The County shall not be compensated for, or receive any other duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party.

### III. REPRESENTATIONS AND WARRANTIES

County represents and warrants to the Department that (1) it has the power and authority to enter into and perform this Agreement, (2) this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms, (3) the Total Project shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) those persons performing work on the Total Project shall, at all times during the term of this Agreement, be qualified, professionally competent and duly licensed to perform work on the Total Project, and (5) Exhibit A presents a good faith estimate of the costs of the Total Project and the Project and accurately states the amount of other funds, whether in cash or through binding commitment(s), available for payment of the costs of the Total Project.

### IV. CONDITIONS TO DISBURSEMENT

- A. Conditions Precedent to Disbursement. The Department shall not be obligated to disburse any funds hereunder for Project costs unless (1) there exists no event of default or default which with notice or lapse of time or both will become an event of default hereunder, and (2) the Department has received from the County (i) a request for disbursement signed by a duly authorized representative of the County (which shall, among other things, state that the County has or will have sufficient funds to complete the Total Project by the Project Completion Date), (ii) an itemized invoice and (iii) such other documentation as the Department may require, all in form and substance satisfactory to the Department; further, the Department shall only be obligated to disburse Award funds to the extent that the portion of the Award represented by the aggregate amount of all disbursements made through the date of the disbursement request (including the amount of the disbursement request) does not exceed the percentage of the Project completed through the date of the disbursement request, as determined by the Department.
- B. Conditions Precedent to Final Disbursement. The Department shall not be obligated to make final disbursement hereunder until a final payment request and such documentation as may be required by the Department, all in form and substance satisfactory to the Department, shall be submitted by the County to the Department. Final payment will be made to the County within forty-five (45) days of approval by the Department.

### V. COVENANTS

- A. Assignment. If the County hires a contractor(s) to do all or part of the Project, the County shall remain liable for compliance with the terms and conditions of this Agreement and shall not in any way be relieved of any of its obligations under this Agreement. The County shall be responsible for all cost overruns.
- B. Payments. To the extent required by state and federal law, the County agrees to:
1. Make payment promptly as due to all contractors, subcontractors, vendors and other persons supplying labor and/or materials for the Project; and
  2. Pay all contributions or amounts due to the State Industrial Accident Fund for workers compensation premiums incurred if a contractor fails to make such payments.
- C. Liabilities. County shall perform its obligations under this Agreement as an independent contractor. Each party shall be responsible exclusively with respect to their employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and contributions to the Public Employees Retirement System.
- Each party shall be responsible, to the extent required by law (including the Oregon Tort Claims Act, ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.
- D. Compliance with Applicable Law. The County shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement. The Department's performance under this Agreement is conditioned upon the County's compliance with the provisions of ORS 279.312, 279.314, 279.316, 279.320 and 279.555, as amended from time to time, which are incorporated by reference herein.
- E. Records Maintenance. The County shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, the County shall maintain any other records pertinent to this Agreement in such a manner as to clearly document the County's performance. The County's accounting procedures shall provide for an accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. Controls shall be established which are adequate to ensure that all expenditures reimbursed under this Agreement are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
- F. Access. The County acknowledges and agrees that the Department and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of the County that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts. The County shall retain and keep accessible all such fiscal records, books, documents, papers, plans and writings for a minimum of five (5) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.
- G. Project Ownership. The Department acknowledges and agrees that the Project is the

exclusive property of the County. The County acknowledges and agrees that the Department is not responsible nor liable in any manner for the completion or maintenance of the Project or Total Project.

## VI. TERMINATION; REMEDIES

- A. Termination for Convenience. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party; provided, however, that the County shall, within thirty (30) days of such termination, reimburse the Department for all funds disbursed by the Department hereunder in excess of the Award multiplied by the percentage of the Project completed to the satisfaction of the Department; provided further that until the County has fully reimbursed the Department for such funds, the County shall comply with the terms of this Agreement.
- B. Termination Because of Non-Appropriation or Project Ineligibility.
1. The Department, at any time upon prior written notice to the County, may modify or terminate this Agreement if the Department fails to receive funding or appropriations, limitations, or other expenditure authority at levels sufficient to pay for the allowable costs of the Project to be funded hereunder or any state law, regulation or guideline is modified, changed or interpreted in such a way that the Total Project, or any portion of the Total Project, is no longer eligible for Award funds.
  2. In the event insufficient funds are appropriated by the County for its share of the costs of the Total Project and the County has no other lawfully available funds, then the County may terminate this Agreement at the end of its current fiscal year, with no further liability to the Department. The County shall deliver to the Department written notice of such termination within thirty (30) days of its determination of such shortfall. The Department shall pay for all authorized Project costs expended by the County up to the date of this written notice of termination.
- C. Termination for Default. The Department may, at any time upon thirty (30) days prior written notice to the County, terminate or modify this Agreement in whole or in part if:
1. The design and implementation of the Total Project is not pursued with due diligence; or
  2. The cadastral portions of the Total Project do not conform to the Department of Revenue Oregon Cadastral Map System; or
  3. The County fails to receive funding for portions of the Total Project from outside sources as described in its Proposal; or
  4. The County, without the prior written approval of the Department, uses the funds provided by the Department hereunder in a way other than the Project described in the Proposal approved by the Department.
  5. The County violates any other provision of this Agreement.
- D. Rights and Remedies. The County shall, within thirty (30) days of its receipt of the notice

described in Section VI.C above, reimburse the Department for all funds disbursed hereunder in excess of the Award multiplied by the percentage of the Project completed to the satisfaction of the Department. Further, the Department shall have any and all rights and remedies available at law or in equity.

## VII. GENERAL PROVISIONS

- A. Force Majeure. Neither the Department nor the County shall be held responsible for delay or failure to perform when such delay or failure is due to fire, flood, epidemic, strike, public carrier, act of God, act of a public enemy or a public authority or a cause which cannot be reasonably foreseen or provided against.
- B. Persons Not to Benefit. No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Oregon Legislative Assembly, elected official of the State of Oregon, or official, agent, or employee of the State of Oregon, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the State of Oregon shall derive any unfair knowledge or financial benefit from this Agreement that is not offered to others in a competitive process.
- C. No Third Party Beneficiaries. The Department and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- D. Successors and Assigns. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Department and County and their respective successors and assigns; provided however that the County may not assign this Agreement or any interest therein without the prior written consent of the Department, which consent may be withheld for any reason.
- E. Severability. The Department and the County agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provisions held to be invalid.
- F. Notice. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to the Department or the County at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

- G. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.
- H. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the Department and/or other agency or department of the State of Oregon and the County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- I. Merger Clause; Amendment; Waiver. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE DEPARTMENT AND THE COUNTY ON THE SUBJECT MATTER HEREOF. NO MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH THE DEPARTMENT AND THE COUNTY, AND NO CONSENT OR WAIVER SHALL BE EFFECTIVE UNLESS IN WRITING AND SIGNED BY THE PARTY AGAINST WHOM SUCH CONSENT OR WAIVER IS BEING ENFORCED. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE DELAY OR FAILURE OF THE DEPARTMENT TO ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL NOT CONSTITUTE A WAIVER BY THE DEPARTMENT OF THAT PROVISION OR ANY OTHER PROVISION. THE COUNTY, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS.

DEPARTMENT:  
State of Oregon, acting by and through its  
Department of Revenue

COUNTY:  
Multnomah County

By: Trisha Baxter  
Trisha Baxter, Finance Manager  
Date: 1.2.02

Telephone: (503) 945-8370  
Fax No: (503) 945-8382

By: Diane Linn  
Title: \_\_\_\_\_  
Date: 12/17/01  
Telephone: \_\_\_\_\_  
Fax No: \_\_\_\_\_  
Federal Employer Identification Number:  
93-6002309

REVIEWED:  
THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY  
BY: Matthew Orly  
ASSISTANT COUNTY ATTORNEY  
DATE: 12/19/01

# EXHIBIT A

## R-MAP REGION Multnomah, Clackamas, Washington Counties ORMAP Discretionary Fund Project Proposal

### *Brief Summary of Request*

#### *1) Deliverable*

This project defines the common shared county boundaries between Washington, Clackamas and Multnomah County. The Multnomah County Survey department will provide GPS control points at government corners and other points as needed to define the common boundaries to meet ORMAP standards for GOALS 3 and 4. In the forested resource areas, BLM GCDB points may be used if the quality of the points meets ORMAP standards.

The deliverable products are:

- GPS points at government corners and other points necessary to define the common county boundaries.
- ArcInfo line coverage, which appropriately connects all points to define the boundary line.

#### *2) Timeline*

Some high quality GPS points are available now, but not all. The points along the common borders need to be identified, organized and connected to form the GIS county boundary line work. These funds will allow the Multnomah County Surveyor to complete survey for the common Multnomah/Washington and Multnomah/Clackamas boundaries within 2 to 3 months. If this project is not approved, the boundary would not be completed for approximately 3 years.

#### *3) Costs*

Approximately 20 points are needed to complete the Multnomah/Clackamas boundary. All of the 59 points along the Washington county line still need to be collected. We used a ballpark of figure of \$500 per point to reach to total request of \$39,500. Note that this amount does NOT cover all of the survey costs, but is a negotiated amount to complete this project and timeframe.

#### *4) Policy Considerations:*

##### *a. Goals 2-4*

The common boundary will directly support all of our region's efforts to meet ORMAP GOAL 3 and 4 requirements and we can tie the region together quickly.

##### *b. Benefits to Users*

Our region will fit together perfectly with no "slivers" or "black hole gaps" that are now found when Metro pieces our county data together for Metro's RLIS GIS product. The sooner the county boundaries can be determined, the more stable all related GIS layers would be at the county boundary.

##### *c. Regional Strategy*

Directly contributes and supports regional goals for MPLIS.

##### *d. Promotes Partnerships*

Since boundaries are common, only one county needs to perform work. Metro and other agencies along the border will also benefit by a precise and commonly used GIS county boundary line.

##### *e. Control*

Sets the exterior control for the county so that ORMAP taxlots will fit precisely together at the county boundaries.

##### *f. Innovation*

May help other counties organize projects to set common boundaries.

##### *g. Maintenance Issues*

The Multnomah County Survey Department maintains the source data as part of their data collection. Once the boundary line is defined, little or no maintenance will be required. If more accurate points are determined for resource lands at a later date, the changes can be easily be incorporated and shared within the region if there is are agreed advantages to doing so.

A 09 11 23

## R-MAP REGION

### Multnomah, Clackamas, Washington Counties

### ORMAP Discretionary Fund Project Proposal

#### *Overview*

ORMAP GOALS 3 and 4 require common county boundaries to be in place. By starting with the common boundaries within the R-MAP region, our region will directly benefit by the results of this project early in the process. Each county can then work on other adjacent county boundaries.

#### *Background*

All counties in the R-MAP region are actively involved in GIS. METRO has been merging GIS data from the tri-county region for several years and has found gaps and slivers along the boundaries. The problem has been recognized, but resources have not been available to delineate a boundary of a high enough quality that all counties could accept. This ORMAP project allows us to define our common boundary and integrate that line into our other GIS data layers. Data from the tri-county area should fit together perfectly at the common boundary lines and METRO and all users of the METRO RLIS data will benefit immediately.

Since 1996, Multnomah County Survey has spent approximately \$600,000 completing 6 townships in the center of the county, which will be of great value for evaluating the accuracy of the existing taxlot mapping and supporting adjustments where necessary. The Survey department has long term plans to complete the whole county. Without these funds, the common county boundary would be included in the standard workflow and with the current schedule, will not be completed for approximately 3 years.

#### *Project Design*

1) *Identify the ORMAP goal and describe any regional goal that this project addresses.*  
ORMAP GOALS 3 and 4 and the regional concept of regional MPLIS.

2) *Describe how the project contributes to or accomplishes goals two, three, and/or four*  
This project delivers common county boundaries as required to complete ORMAP GOALS 3 and 4 and ties our region together.

2) *Describe in detail your technical approach to the project.*

The Multnomah County Surveyor's office is actively creating a densification network of government corners. Government corners define most of the common county boundaries between Multnomah, Clackamas and Washington counties. The added funding through ORMAP will allow the County Surveyor's Office to:

- Identify points already obtained.
- Prioritize the ongoing county boundary work so that data is obtained as soon as possible
- Obtain the other points necessary to define the county boundaries while crews are in the area
- Identify the best data available for forest service resource lands

The resulting data will be freely shared within the region and by supplied to other agencies upon request.

3) *Describe the maintenance plan for this product.*

The GPS data will be maintained by standard county surveyor business practices.

The county GIS county line generated from the points will need no maintenance unless more accurate data is obtained for resource lands. The region will meet to determine whether there are enough benefits to the region to make alterations in the common county boundaries.

4) *Will this project conform to the ORMAP Data Standards?*

Yes.

***Project Outline/Work Plan/Calendar/Costs***

- 1) *Show a timeline with milestones and any phase completion dates identified.*
- 2) *Identify deliverable(s) at each completion date.*
- 3) *Give a breakdown of costs for the major tasks and the total costs for each fiscal year.*

**PHASE 1 Inventory 1 to 2 weeks**

Task 1 Identify GPS points already obtained.

Task 2 Identify the best data available for forest service resource lands

**PHASE 2 Data Collection 2 to 3 months**

Task 3 Complete Multnomah/Clackamas County boundary GPS data collection

Task 4 Complete Multnomah/Washington County boundary GPS data collection

**PHASE 3 Data Packaging and Delivery 1 to 2 weeks**

Task 5 Package GPS points as deliverable product.

Create ARCInfo line as deliverable product

Approximately 36 corners have already been identified along the Multnomah/Clackamas county line. This is the Multnomah County contribution along with the cooperation of our Surveyor's office to do the work.

TOTAL ORMAP One Time Discretionary Fund Request \$39,500

***Quality Control***

1) *Who will be responsible for quality control?*

Multnomah County Surveyor's Office

2) *What will be the procedures for quality control?*

Standard surveying business practices

***Data Availability***

1) *Identify any restrictions on data sharing or licensing issues with this product.*

Survey data is public information

***Other Issues***

*Please identify.*

Multnomah County retains the right to withhold data from ORMAP if Multnomah County policies conflict with ORMAP specifications.

***County Contact/Project Manager***

Karen Harris [karen.l.harris@co.multnomah.or.us](mailto:karen.l.harris@co.multnomah.or.us) (503)579-6130 x27042

**PROJECT MANAGER**

**R-MAP supporters of this project:**

**Clackamas County**

**Washington County**

**METRO**

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR: \_\_\_\_\_  
 (Date)

DEPARTMENT: Support Services DIVISION: Tax Coll / Rec Mgmt

CONTACT: Kathy Tuneberg PHONE: Ext 22331

\* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: \_\_\_\_\_

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

**Budget Modification increasing appropriations in Assessment and Taxation and Surveyor based on Oregon Department of Revenue ORMAP grant**

2. DESCRIPTION OF MODIFICATION: [Explain the changes being made: What budget does it increase / decrease? What do the changes accomplish? Where does the money come from?]

**[ ] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET**

Appropriates funding based on ORMAP Intergovernmental Revenue Agreements with the State of Oregon Department of Revenue. A Mapping Fee of \$1 per document is collected upon Recording of documents by counties and is deposited into a statewide fund, specifically into the Oregon Land Information System (OLIS) Fund. The State has made these funds available to be redistributed back to counties upon written request, to obtain grant funding available for GIS Mapping Projects. This budget modification increases revenue to the A&T Fund (1515) and the Public Land Corners Fund (1512) in the form of a State Grant dedicated to funding expenditures for County GIS Mapping Projects.

Funding for ORMAP Project Goal 1 is \$4,140. Goal 1: By April 2002, Oregon will have a statewide easily accessible digital base map system that provides picture images of assessor maps and a limited amount of information. This work has already been completed by the County and funds will be delivered to the County upon execution of contract with the State.

Funding for ORMAP Project Goal 2: GIS Readiness Project (Phase 1) is estimated at \$69,067 at this time. Phase 1: Develop a Strategic Plan with consultants, purchase software, and train personnel. These funds will be delivered to the County upon completion of work and billing to State DOR.

Funding for ORMAP Project Goals 3&4: Surveyor GPS Points Project is \$39,500. This budget modification will increase payroll costs in the Public Land Corners Fund to offset the additional staffing resources. No new FTE are required to meet the requirements of this agreement. The additional staff resources will be drawn from survey crews assigned to the Road Fund. The county boundary survey work is scheduled to be completed in the current fiscal year.

3. REVENUE IMPACT: [Explain revenues being changed and reason for the change]

NEW State Grants for funding ORMAP / GIS Projects. The Oregon Department of Revenue and Multnomah County are entering into an intergovernmental agreement whereby the Department shall provide funds to the County to fund all or part of the ORMAP Project Activities as requested in writing by the County. Intergovernmental Direct State Sources are being increased.

Requested funds to date as follows:

Funding for ORMAP Regional Fund Project Goal 1:	TIFF Images	\$ 4,140
Funding for ORMAP Regional Fund Project Goal 2:	GIS Readiness Pilot	\$ 69,067
Funding for ORMAP Regional Fund Project Goals 3&4:	Surveyor GPS Points Project	\$ 39,500
<b>TOTAL</b>		<b>\$112,707</b>

4. CONTINGENCY STATUS [To Be Completed by Budget]

General _____ Fund Contingency BEFORE THIS MODIFICATION AS OF <u>1/14/2002</u>	<u>\$5,234,798</u>
(Specify Fund) AFTER THIS MODIFICATION:	<u>\$5,238,233</u>

Originated By: <u>Debra A. Anderson</u>	Date: <u>1/16/02</u>	Department Director: <u>[Signature]</u>	Date: <u>1/16/2002</u>
Plan / Budget Analyst: <u>David C. Brown</u>	Date: <u>1/15/02</u>	Employee Services:	Date:
Board Approval: <u>Deborah Bogstad</u>	Date: <u>01-24-02</u>		

### 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	Internal Order	Accounting Unit		Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Cost Center	WBS Element						
1	70-05	1515			ORMAP.1	60240	-	4,043	4,043		ORMAP Project Goal 1-TIFF Images
2	70-05	1515			ORMAP.1	60350	0	97	97		Indirect on ORMAP TIFF Images Proj.
3	70-05	1515			ORMAP.1	50180	0	(4,140)	(4,140)		State Grant for ORMAP Project Goal 1
4	70-05	1515			ORMAP.2	60170	0	67,448	67,448		ORMAP Project Goal 2 -GIS Readiness
5	70-05	1515			ORMAP.2	60350	0	1,619	1,619		Indirect on ORMAP GIS Readiness
6	70-05	1515			ORMAP.2	50180	0	(69,067)	(69,067)		State Grant for ORMAP Project Goal 2
7	90-50	1512			SURVLC	90001	534,056	571,837	37,781		ORMAP Proj Goals 3-4 Surveyor GPS Pts
8	90-50	1512			SURVLC	60350	25,091	26,810	1,719		Indirect on ORMAP Surveyor Project
9	90-50	1512			ORMAP.3	50180	0	(39,500)	(39,500)		State Grant for ORMAP Proj Goals 3 & 4
10	19	1000			9500001000	50310		(3,435)	(3,435)		Indirect cost revenue to GF
11	19	1000			9500001000	60470		3,435	3,435		Increase contingency
12								0			
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28								0			
29								0			
								0	0		Total - Page 1
								0	0		GRAND TOTAL



**Department of Management and Business Services**  
**MULTNOMAH COUNTY OREGON**

Budget and Service Improvement  
501 SE Hawthorne Boulevard, Fourth Floor  
Portland, Oregon 97214  
(503) 988-3883 phone  
(503) 988-4570 fax

## **SUPPLEMENTAL STAFF REPORT**

TO: Board of County Commissioners

FROM: Dave Warren-  
Budget Manager

DATE: January 14, 2002

RE: Budget Modification 02\_MBS\_01 adding appropriations to Assessment and Taxation and Surveyor based on State funding for GIS mapping projects

1. Recommendation/Action Requested:

Approve budget modification

2. Background/Analysis:

Whenever counties record documents, they collect a \$1 fee that is deposited with the State Department of Revenue and dedicated for expenditure on the Oregon Land Information System (OLIS). This funding source is available to counties that apply for grants to undertake mapping projects consistent with the State's need for a uniform database and system for recording the boundaries of real property.

Multnomah County has applied for and received approval for three projects:

1. provide the State with digital data enabling picture images of Multnomah County assessor maps
2. determine a strategy to convert existing taxlot data to software meeting State specifications (using a consultant to evaluate alternatives), secure the appropriate software, and train staff to begin the conversion.
3. define the GPS points that constitute the common boundaries between Multnomah County and Washington and Clackamas counties.

3. Financial Impact:

The OLIS Fund will provide the County with the following amounts for the grants described above:

1. \$4,140 of which \$97 indirect cost reimbursement will increase General Fund Contingency
2. \$59,067 of which \$1,619 indirect cost reimbursement will increase General Fund Contingency
3. \$39,500 of which \$1,719 indirect cost reimbursement will increase General Fund Contingency

4. Legal Issues:

NA

5. Controversial Issues:

None likely

6. Link to Current County Policies:

Grant pays indirect cost as directed by policy.

7. Citizen Participation:

None in the development of the grants. The goal of ORMAP is to make further projects available to the public. the results of the first ORMAP project are now available over the Internet. Citizens can now view Assessor maps online.

8. Other Government Participation:

State legislation created the OLIS fund and the Department Of Revenue administers the fund.

#1

SPEAKER SIGN UP CARDS

DATE 1/24/02  
NAME Joy Gohl  
ADDRESS on file  
PHONE \_\_\_\_\_  
SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC MCAC  
GIVE TO BOARD CLERK

#2

SPEAKER SIGN UP CARDS

DATE 1-24-02  
NAME Claudia Smith  
ADDRESS 3806 NW KFAU  
PHONE 503 254-0716  
SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC A Control Request  
GIVE TO BOARD CLERK

**Joy Gohl**

---

To: Joy Gohl  
Subject: Ogy Doggy

## Sequence of events :

Nov 7, 2001 Ogy is brought into the Troutdale animal shelter and placed in quarantine.

Nov 15, 2001 Dr Gail Babcock and others try to transfer Ogy out of MCAC but are refused custody.

Nov 17, 2001 Ogy's owner is coerced into surrendering ownership of Ogy to MCAC in order to have charges dropped and to avoid a \$550 fine.

Nov 21, 2001 Robert Babcock Attorney for Watchdog informs Bureau of Sustainable Community Development Mike Oswald and MCAC Director Gary Hendel that the rescue group Watchdog will assess and place Ogy at no expense to MCAC if Ogy is classified as "not suitable for adoption."

Nov 21, 2001 Mike Oswald assures the Babcock's that they will have an opportunity to have Ogy reassessed if the dog fails the MCAC assessment.

Nov 21, 2001 Chair Linn's office reports that Director Hendel has verified, "Ogy is available for adoption."

Nov 21, 2001 Dr Gail Babcock requests release of Ogy so she can have Ogy assessed per the standing Agreement by which more than 30 dogs have been successfully placed thru Watchdog at no expense to the County. John Rowton refuses to release Ogy.

Nov 26, 2001 John Rowton pays \$120 unnecessarily for Ogy's professional assessment (see attachments).

Dec 13, 2001 Director Hendel attempts unsuccessfully to transfer Ogy to a Utah rescue shelter called Best Friends in order to avoid giving Watchdog custody of Ogy. Best Friends advises him to, "use local resources..."

Dec 19, 2001 Director Hendel transfers Ogy to Washington County Animal Control where their policy is to kill all dogs with a bite record regardless of the circumstances. The Assessment Report was not sent with the dog.

Dec. 20, 2001 Director Hendel informs Claudia Smith of Foster Pets, "Ogy is a wonderful dog and will NOT be euthanized."

Dec 21, 2001 Director Hendel tells Commissioner Lonnie Roberts, "Ogy went to a good home."

Dec 21, 2001 Director Hendel emails Robert Babcock, "Ogy was transferred to another shelter."

Dec 21, 2001 John Rowton refuses to tell anyone where Ogy has been transferred and says, "You will have to wait until Gary Hendel gets back from his vacation on January 2."

Dec 28, 2001 Ogy is killed at WCAC.

Jan 2, 2002 Director Hendel admits to transferring Ogy to WCAC on Dec 19.

Jan 4, 2002 Director Hendel, in order to make himself look better emails Robert Babcock, "I wish the end of this saga was better."

According to the assessment of Ogy by a vet, Ogy was friendly, made eye contact and under stressful circumstances showed no aggression. Ogy appeared submissive. Therefore, obedience training was all that was recommended.

Director Gary Hendel has been MCAC director for 20 months. Field Officers coerce owners to surrender their animals with Notices of Infraction. Then, in exchange for dropped charges and elimination of fines, they take custody and ownership of the animals, cage and kill them.

County Commissioners have defended the crimes and deceit of MCAC leadership because they "like Gary".

The refusal of Mr Hendel to release Ogy to one of the many local rescue groups is a serious crime against the citizens and pets the County claims to "protect." Mr Hendel's motives appear to be vindictive rather than in support of the community. It would also appear he has begun lying to the Commissioners in order to hide his misconduct.

Attn: Gary Hendel, Executive Director, MCAC  
Evaluation of "Ogy" MCAC 363309A  
Performed by: Jacqui Neilson, DVM, DACVB  
Date performed: Monday, November 26, 2001 2:00-2:30 PM

**Summary of visit:**

I approached Ogy's run alone. The run was a standard sized run with standard cyclone fencing. Ogy's run was at the end of a long corridor that was full of dogs in runs. By the time I reached his kennel, there was a great deal of barking from an assortment of dogs in the kennels. When I approached his kennel door, Ogy jumped up on the fence and made direct eye contact with me. He was barking, ears forward and alert and tail was wagging. The other dogs in the kennel were continuing to bark. I did not notice any growling (this was difficult to assess in this noisy setting) or snarling from Ogy. I stood and watched him for a few minutes and then fed him some treats through the fencing. He readily took the treats. I then opened the kennel door, attempting to leash him as he exited the run. He got past me and started to run down the corridor off-leash. This triggered an increase in the barking from other dogs in the kennel. MCAC employee, Liz, then entered the area and between the two of us we were able to leash Ogy. During this process we had to trap Ogy and Liz held his body while the leash was placed on him, during all of this manipulation in what I would consider a highly stressful environment, there was no evidence of aggression. I then started to walk him, trying to take him to a quieter place where I could interact with him with fewer distractions. He was very boisterous and was pulling on leash. Along the way he found several items that he picked up in his mouth...dryer lint, plastic item, etc. In every one of those instances, Liz reached down and pried his mouth open and took the item from him. He never showed evidence of challenging her or any level of aggression. His body posturing at that point was consistent with submissive posturing. We also encountered two men that Ogy had not previously met when we were walking him to the meeting room. Ogy showed no evidence of aggression towards them, instead again exhibiting very approachable body postures. Liz cautioned them to not approach Ogy but they got within two feet of him and Ogy was not aggressive. In the meeting room, I let Ogy off leash. He was very inquisitive, boisterous (jumping up on people) and excited. He did not respond well to obedience commands until he was shown a treat. I performed a physical exam on Ogy and during this procedure there was no evidence of aggression. He continued to exhibit body postures that were consistent with submissive behaviors. Liz returned him to his kennel.

**Physical Exam:** Bright, Alert, Reactive, mucus membranes=pink; CRT<2 sec; pigmented spots on his tongue; Heart and Lungs were within normal limits; Abdominal palpation was within normal limits; Musculo-skeletal - Within normal limits; Peripheral Lymph Nodes within normal limits

**History from Previous Owners:**

On several attempts I tried to contact the previous owner of Ogy, Rena Stevens, and was not able to contact her. I did review copies of the Incident Report and a written statement from the dog bite victim.

**Assessment:**

In my assessment Ogy is a very energetic dog that lacks obedience training. He did exhibit some signs consistent with territorial behavior when in his kennel but these were not excessive or abnormal. With direct handling under stressful circumstances, he was very non-confrontational and submissive. I think many dogs would have been aggressive under those same circumstances.

I would suspect that with repeated reinforcement in driving away a territorial intruder such as a postal worker, that Ogy could develop an enhanced territorial response to this trigger.

Although it impossible to predict future aggression, based upon my limited observations, I do not think that Ogy presents an excessive risk to public safety. If placed, I would suggest an adult-only family to minimize issues with breakdown in containment (children tend to forget to close doors, secure latches, etc.). Ogy should be well contained at all times. This may include a roofed run outside to minimize his ability to jump out of an enclosed space. He should always be leashed when he is not contained in the house or in his run. Due to his strength and lack of obedience, only a healthy adult could successfully manage him on leash. A Gentle Leader headcollar may help provide the handler with increased control. Within the house I would suggest that a two tier barrier be created so that he cannot rush at the front door and possibly escape. I would also suggest that measures be taken to minimize his ability to view passcr-bys. These may include privacy fencing or keeping him away from front facing windows.

Although there were no exam findings that suggest a primary medical problem, it is suggested that screening bloodwork (CBC, chemistry panel and thyroid evaluation) be performed to rule out underlying medical issues.

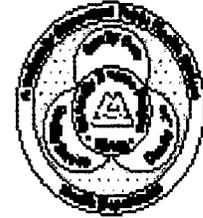
Ogy also needs obedience training. I would suggest that methods using positive reinforcement be employed.

If placed, I would also suggest that the new owners consult with a behaviorist to evaluate the dog in the home setting and develop a program to address territorial behaviors.





**MULTNOMAH COUNTY OREGON**



HEALTH DEPARTMENT  
1120 SW FIFTH AVE, 14TH FLOOR  
PORTLAND, OREGON 97204  
(503) 988-3674  
FAX (503) 988-3283

BOARD OF COUNTY COMMISSIONERS  
DIANE M. LINN, CHAIR OF THE BOARD  
MARIA ROJO DE STEFFEY, DISTRICT 1 COMMISSIONER  
SERENA CRUZ, DISTRICT 2 COMMISSIONER  
LISA NAITO, DISTRICT 3 COMMISSIONER  
LONNIE ROBERTS, DISTRICT 4 COMMISSIONER

## SUPPLEMENTAL STAFF REPORT

TO: Multnomah County Board of Commissioners

VIA: Lillian Shirley, Health Department Director

FROM: Tom Fronk, Director's Office

DATE: January 14, 2002

SUBJECT: IGA with Oregon Department of Human Services - Enhanced Medicaid Payments for Safety Net Clinics for Calendar Year 1999

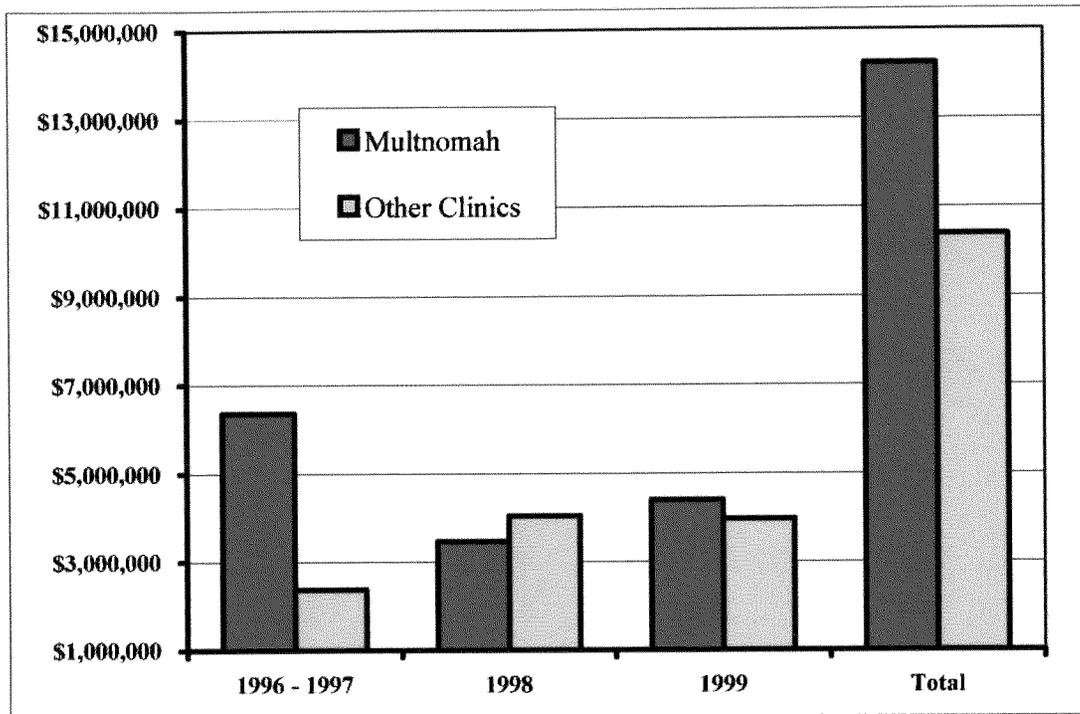
**Recommendation/Action Requested:** The Health Department requests approval by the Board of County Commissioners of an inter-governmental agreement with the State Department of Human Services (DHS) to permit enhanced reimbursement to Oregon Safety Net Clinics, for the period of January 1, 1999 to December 31, 1999.

**Background/Analysis:** The Health Department successfully negotiated a revision to State practices on reimbursing safety net health clinics that carry the Federally Qualified Health Center (FQHC) designation. This revision is based on a full leveraging of Federal Financial Participation (FFP) from expenses related to serving Medicaid clients borne by FQHCs beyond what was reimbursable as direct medical care.

As a trial, this revised practice was implemented retroactively, for services provided by FQHC's during calendar year 1998, under an intergovernmental agreement executed in May 2000. Following this trial, a second agreement was executed in January 2001 to allow billing back to the limit allowed under federal regulation, July 1996.

**Financial Impact:** The net effect of the calendar year 1999 change is to enhance FQHC reimbursement across all health centers by an estimated \$8.4 million. The net increase for Multnomah County for this period is a projected \$4.4 million, with other clinics benefiting by \$4.0

million. At the end of this contract, this revised relationship with DHS over the 1996 – 1999 period will have returned \$24.6 million to Oregon safety net clinics, with \$14.2 million coming to the County.



A share of these funds was assumed in developing the County’s 2001-2002 operating budget. As the return from this project continues to exceed initial estimates, a balance was available and recognized as unanticipated revenues during the recent mid-year budget rebalance.

**Legal Issues:** As was the case for earlier periods these agreements carry some financial risk to the County. The agreements must be monitored continuously to assure that the financial conditions for continuation are favorable. This risk is diminishing over time.

County and DHS staff are proposing extension of this agreement to cover calendar 1999 at this time. In the months ahead, a similar agreement for 2000 should be expected. Calendar 2000 is the last period that may be covered by this type of agreement. In January 2001 federal FQHC law changed. The State and Oregon FQHCs are finishing a productive process designed to produce a mutually beneficial implementation of this revised FQHC law in Oregon.

**Controversial Issues:** As with all prior periods, the County is paying the match for not-for-profit participants in this agreement. These agencies include:

Virginia Garcia Memorial Health Center (Cornelius)

Tillamook County Health Department

Confederated Tribes of Siletz Indians

LaClinica del Carino Family Health Care Center (Hood River)

Valley Family Health Center (Ontario, Nyssa, Vale)

Umpqua Community Health Center (Roseburg)

LaClinica del Valle Family Health Center (Medford)

Yakima Valley (Woodburn, Hermiston, Umatilla)

Siskiyou Comm. Health Center (Cave Junction, Grant's Pass)

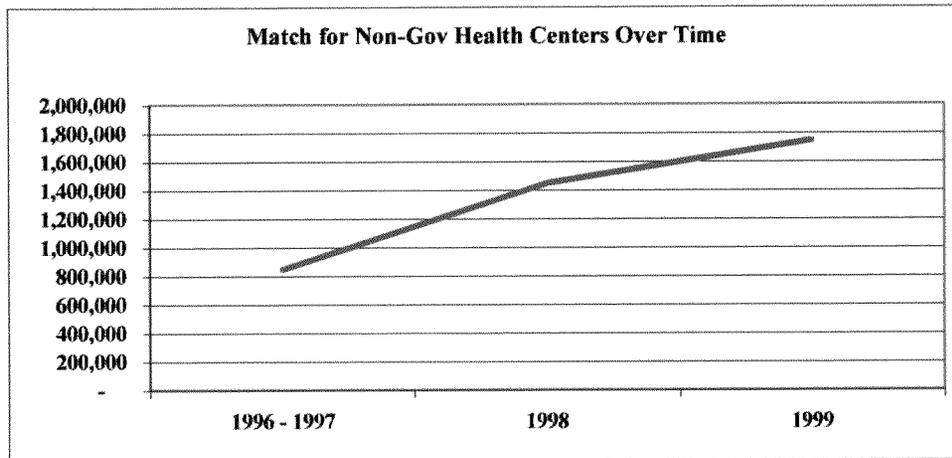
Clackamas County Hlth Dept

NW Human Services (Salem)

Klamath Open Door

NARA

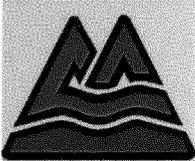
As governmental agencies Clackamas and Tillamook are able to provide the match necessary to draw down federal funds. Separate IGA's with these two Counties to allow these payments are being written. The amount of match paid by the County on behalf of these other health centers is rising over time.



**Link to Current County Policies:** The agreement is congruent with the County's long history as provider of safety net services, and with the key strategic direction of the Department in assuring access to necessary health services to all residents.

**Citizen Participation:** The Community Health Council has been involved with the budget activities related to this agreement. The Oregon Primary Care Association and its individual member agencies have been instrumental in achieving this contract.

**Other Government Participation:** This contract is formed in partnership with Clackamas County, Tillamook County, the Oregon Medical Assistance Program, and the Oregon Health Plan Policy and Research Office. The State of Oregon Attorney General's Office and County Counsel have been key players in this agreement.



**Health Department**  
**MULTNOMAH COUNTY OREGON**

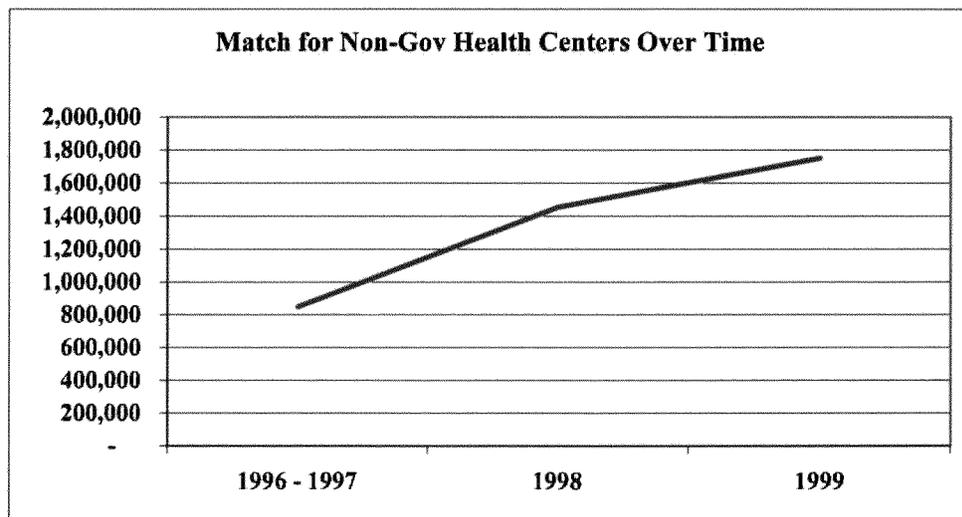
**ENHANCED SAFETY NET FUNDING January 24, 2001 (R-1) Page 2**

**Who Participates:**

Virginia Garcia Memorial Health Center (Cornelius)	Tillamook County Health Department	Confederated Tribes of Siletz Indians
LaClinica del Carino Family Health Care Center (Hood River)	Valley Family Health Center (Ontario, Nyssa, Vale)	Umpqua Community Health Center (Roseburg)
LaClinica del Valle Family Health Center (Medford)	Yakima Valley (Woodburn, Hermiston, Umatilla)	Siskiyou Comm. Health Center (Cave Junction, Grant's Pass)
Clackamas County Hlth Dept	NW Human Services (Salem)	Klamath Open Door
NARA	Multnomah County Hlth Dept	

**Paying the Match:**

- Multnomah pays the match for it's own participation in these enhanced payments
- Clackamas and Tillamook pay their own match
- Multnomah pays the match for not for profit participants



**Other Effects:**

- Greatly improved relationship with the State, spilling over into FFP, OCHIN, other areas
- Safety Net clinics expanding access to the uninsured, quality of care
- Health Department clinical capacity able to remain constant over the last three budgets
- Additional funds available to the County during current year budget re-balance



**ENHANCED SAFETY NET FUNDING January 24, 2001 (R-1) Page 1**

*The Health Department today is requesting approval by the Board of an inter-governmental agreement with the State Department of Human Services to permit enhanced Federally Qualified Health Center (FQHC) reimbursement for calendar 1999.*

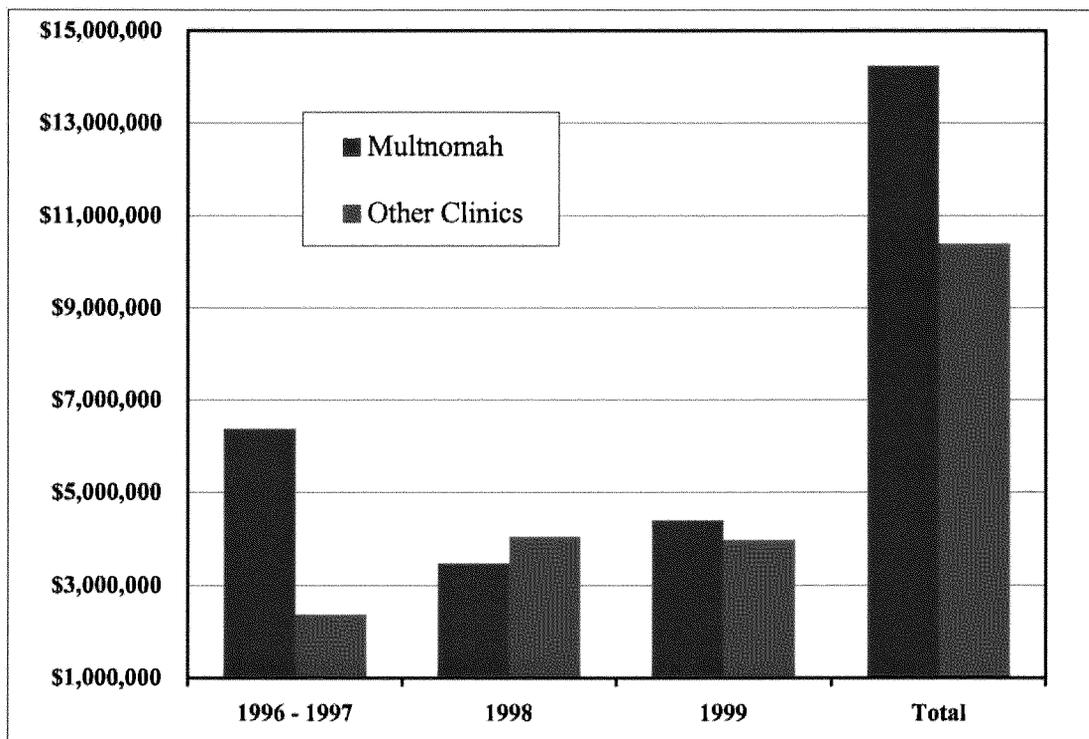
**The Concept:**

- Generally, State Medicaid payments to health care providers do not cover full cost
- By default, the difference for MCHD between Medicaid payments and full cost is a GF expense
- This GF could be used to pay the State share (40%) of enhanced Medicaid payments to FQHCs
- The Federal Share represents new resources available to the Safety Net

**History:**

- The County approached the State late in 1997 with the original concept
- Handshake agreement in November 1999, January 2000
- Piloted with calendar 1998, extended back to July 1996
- This contract covers calendar 1999; Calendar 2000 will come later this year
- This 3 ½ year run will end for visits provided beginning in January 2001

**How much in new resource for the safety net?**



# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

Contract #: 0210082  
Amendment #: \_\_\_\_\_

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

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue  APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-1</u> DATE <u>01-24-02</u> DEB BOGSTAD, BOARD CLERK

Department: Health Department Division: Director Office Date: 1/15/02  
 Originator: Tom Fronk Phone: 24274 Bldg/Rm: 106/14  
 Contact: G. Jean Thomas Phone: 27158 Bldg/Rm: 106/14

Description of Contract: 1999 Enhanced FQHC payments

RENEWAL:  PREVIOUS CONTRACT NO(S): \_\_\_\_\_  
 RFP/BID: \_\_\_\_\_ RFP/BID DATE: \_\_\_\_\_  
 EXEMPTION NO/DATE: \_\_\_\_\_ EXEMPTION EXPIRATION DATE: \_\_\_\_\_ ORS/AR #: \_\_\_\_\_  
 CONTRACTOR IS:  MBE  WBE  ESB  QRF  N/A  NONE (Check all boxes that apply)

Contractor <u>Office of Medical Assistance Program (OMAP)</u> Address <u>500 Summer Street NE, 3<sup>rd</sup> Floor</u> <u>Salem, Oregon 97310-1014</u>  Phone _____ Employer ID# or SS# _____ Effective Date <u>Upon Execution</u> Termination Date <u>June 30, 2002</u> Original Contract Amount \$ <u>20,000,000</u> Total Amt of Previous Amendments \$ <u>N/A</u> Amount of Amendment \$ <u>N/A</u> Total Amount of Agreement \$ <u>20,000,000</u>	<u>Jesse Anderson, State Plan Coordinator</u> Remittance address _____ (If different) _____  Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input checked="" type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other  <input type="checkbox"/> Requirements Not to Exceed \$ _____  Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

**REQUIRED SIGNATURES:**

Department Manager Lillian Shirley DATE 1/14/02  
 Purchasing Manager \_\_\_\_\_ DATE \_\_\_\_\_  
 County Attorney Katri Dault DATE 1/15/02  
 County Chair Candi Duff DATE 1-24-02  
 Sheriff \_\_\_\_\_ DATE \_\_\_\_\_  
 Contract Administration \_\_\_\_\_ DATE \_\_\_\_\_  
 (Class I, Class II Contracts only)

LGFS VENDOR CODE						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01											
02											
03											

## INTERGOVERNMENTAL AGREEMENT

This Agreement is between the State of Oregon acting by and through the Department of Human Services, Medical Assistance Program, hereinafter called MAP, and Multnomah County acting by and through its Health Department, 1120 SW Fifth Ave, 14<sup>th</sup> Floor, Portland, OR 97204, hereinafter called AGENCY.

### RECITALS

1. The purpose of this Agreement is to improve the financial viability of participating federally qualified health centers ("FQHCs") providing services to MAP clients pursuant to a separate intergovernmental agreement with MAP, by providing additional reimbursement ("Enhanced Reimbursement") to FQHCs for services provided to MAP clients from January 1, 1999, and ending December 31, 1999, to the extent such retroactive Enhanced Reimbursement is available under federal law and procedure.
2. Under this Agreement, MAP and AGENCY agree to make good faith efforts to obtain Enhanced Reimbursement for participating FQHCs. "Participating FQHCs" are health centers that are FQHCs on the effective date of this Agreement and that timely submit to AGENCY the documentation required under this Agreement, and that have cost settlement reports for services to OMAP clients during 1999 that remain eligible for payment according to 45 CFR 95 subpart A. The process by which participating FQHCs may request Enhanced Reimbursement is also described in this Agreement.
3. AGENCY is a FQHC and is deemed a participating FQHC for purposes of this Agreement. AGENCY intends to obtain from participating FQHCs the information required under this Agreement and to submit that information in the form of invoices to MAP and to make the reimbursement to MAP as required under this Agreement. AGENCY is the only participating FQHC that is a party to this Agreement.
4. MAP intends to process invoices received from AGENCY pursuant to MAP payment procedures used in the ordinary course of business. A participating FQHC's eligibility for Enhanced Reimbursement will be based upon 45 CFR 95, subpart A, and applicable federal and state law.

The parties agree as follows:

#### 1. TERM

This Agreement shall become effective on the date signed by all parties and shall expire, unless otherwise terminated or extended, on June 30, 2002. Expiration or termination shall not

extinguish or prejudice either party's right to enforce this Agreement with respect to any breach or to any default or defect that has not been cured.

## **2. RESPONSIBILITIES OF THE PARTIES**

The responsibilities to be assumed by each party to this Agreement are set forth in full in Exhibit A, Statement of Work.

## **3. CONSIDERATION**

Enhanced Reimbursement provided under this Agreement shall be subject to the provisions of 42 USC 1396a(a)(13)(C), 45 CFR 95 subpart A for services provided to OMAP clients during 1999, and the applicable State Plan provision in Exhibit B, which is attached to and incorporated in this Agreement by reference. Enhanced Reimbursement shall not exceed the amounts specified in Exhibit A for the term of this Agreement. The cumulative, maximum amount that MAP will provide as Enhanced Reimbursement under this Agreement shall not exceed twenty million dollars (\$20,000,000.00).

MAP has sufficient funds available and authorized for expenditure to make the Enhanced Reimbursement as required under this Agreement. AGENCY has funds available and authorized for expenditure to make the reimbursement to MAP as required under this Agreement.

## **4. TERMINATION**

This Agreement may be terminated by MAP upon 30 days written notice to AGENCY's Agreement Administrator. MAP may terminate this Agreement in whole or in part immediately upon notice to AGENCY if (a) Centers for Medicare and Medicaid Services ("CMS") reverses or modifies its approval of the applicable provision of the State Plan that is set forth in Exhibit B for any reason; or (b) Federal or State laws, regulation or guidelines are modified or interpreted in such a way that either the Enhanced Reimbursement contemplated under this Agreement is prohibited or MAP is prohibited from providing Enhanced Reimbursement from the planned funding source. AGENCY may terminate this Agreement at any time, without notice, provided, however, that it cannot be terminated by AGENCY between the time Enhanced Reimbursement is made to participating FQHCs by MAP and the time AGENCY has made its reimbursement to MAP are required under this Agreement.

## **5. INSURANCE**

Each party shall each be responsible for providing workers' compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage

## **6. ADHERENCE TO LAW**

To the extent applicable to each party, the party shall comply with all federal, state and local laws and ordinances applicable to this Agreement. MAP's performance under this Agreement is

conditioned upon AGENCY's compliance with the provisions of ORS 279.312, 279.314, 279.316 and 279.320.

**7. NON-DISCRIMINATION**

To the extent applicable to each party, the party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

**8. ACCESS TO RECORDS**

Each party shall have access to the books, documents and other records of the others which are related to this Agreement for the purpose of examination, copying and audit, unless such access is otherwise limited by law.

**9. SUBCONTRACTS AND ASSIGNMENT**

Neither party will subcontract or assign any part of this Agreement without the written consent of the other party.

**10. MERGER CLAUSE; WAIVER**

This Agreement and attached Exhibits constitute the entire agreement between the parties on its subject matter. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.

The following listed Exhibits are attached and incorporated into this Agreement by reference:

- Exhibit A: Statement of Work
- Exhibit B: Applicable State Plan Provision

There are no other Agreement documents that are a part of this Agreement unless specifically referenced and incorporated in this Agreement.

**11. THIRD PARTY BENEFICIARIES**

MAP and AGENCY are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, or is intended to give or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

**12. AGREEMENT ADMINISTRATORS**

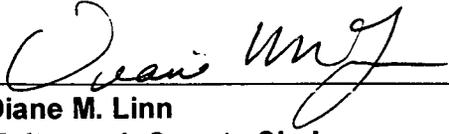
The MAP employee assigned to monitor Agreement compliance, authorize Enhances Reimbursement payment and act as MAP's Agreement Administrator for this Agreement is:

**Jesse Anderson, State Plan Coordinator**  
Medical Assistance Program  
500 Summer Street NE, 3<sup>rd</sup> Floor  
Salem, OR 97310-1014

The AGENCY employee assigned to act as AGENCY's Agreement Administrator for this Agreement is:

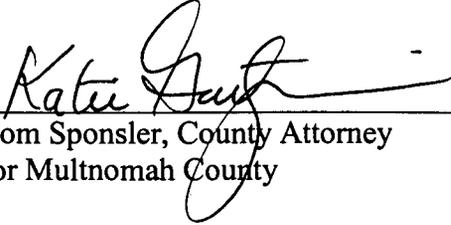
**Michael Martin, Health Services Specialist**  
Multnomah County Health Department  
1120 SW Fifth Avenue, 14<sup>th</sup> Floor  
Portland, OR 97204

**SIGNATURES**

  
Diane M. Linn  
Multnomah County Chair

1.24.02  
Date

**Reviewed as to form:**

By:   
Tom Sponsler, County Attorney  
for Multnomah County

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-1 DATE 01-24-02  
DEB BOGSTAD, BOARD CLERK

\_\_\_\_\_  
MAP Administrator/Delegate Date \_\_\_\_\_

**APPROVED as to LEGAL SUFFICIENCY:**

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**REVIEWED:**

\_\_\_\_\_  
DHS Contracts Coordinator Date \_\_\_\_\_

\_\_\_\_\_  
Program Unit Date \_\_\_\_\_

## EXHIBIT A

### STATEMENT of WORK

#### 1. GENERAL PROVISIONS

a. The parties acknowledge that the availability of any funds for Enhanced Reimbursement to participating FQHCs is contingent on AGENCY's submission of requests for Enhanced Reimbursement to MAP as required under this Agreement and within the time periods allowed under 45 CFR 95 subpart A.

b. Enhanced Reimbursement is only available to FQHCs that are FQHCs on the effective date of this Agreement and that do the following: (i) submit timely documentation to AGENCY as required under this Agreement and (ii) have cost settlement reports for services to OMAP clients during 1999 that remain eligible for payment according to 45 CFR 95 Subpart A. The FQHC designation and the definition of a visit is specified in the April 1, 1995, MAP FQHC Billing and Procedures Guide ("Billing Guide"), which is incorporated into this Agreement by reference.

c. Enhanced Reimbursement will be available on a per-visit basis and will apply only to visits provided to MAP clients from January 1, 1999, through December 31, 1999, and that remain eligible for payment according to 45 CFR 95, subpart A, as allowed under the Billing Guide. Costs associated with out-stationed eligibility workers are beyond the scope of this Agreement and will continue to be reimbursed separately.

#### 2. Participating FQHC Obligations:

a. A participating FQHC may request Enhanced Reimbursement for all or part of visits provided to MAP clients from January 1, 1999, through December 31, 1999 (the "Year"), as allowed under the Billing Guide. The FQHC may break up requests for Enhanced Reimbursement for visits during the Year to coincide with the FQHC's fiscal year cost statements. Accordingly, the maximum number of requests for Enhanced Reimbursement that any one FQHC may make is two.

b. A participating FQHC must submit to AGENCY (a) cost report(s) covering the billing period, as specified under the Billing Guide, including the required time lines. This Agreement does not alter the MAP-FQHC settlement process applicable to such cost reports except as expressly provided herein.

c. To apply for Enhanced Reimbursement, the FQHC must submit an invoice to AGENCY on clinic letterhead, signed by the Executive Director or Chief Financial Officer. To determine the Enhanced Reimbursement request amount to include in an invoice, the FQHC shall take the following steps:

- (i) Identify the total number of MAP visits: Total number of visits includes all visits provided to all MAP clients (regardless of whether MAP or an MCO paid for the services) during the Year's billing period. If possible, the visits

should be divided into family planning visits, general medical visits, and CHIP-Medicaid visits. This count will be referred to as "Visits."

**FQHCs are required to report the same number of fee for service encounters during the Year's billing period as was determined in the cost settlement. Managed care encounters reported during the Year's billing period must reconcile back to the FQHC's detail reports.**

- (ii) Identify the all-inclusive rate for visits during the Year's billing period: The source of the all-inclusive rate is the Medicaid cost report. The rate is before any adjustments to reflect the Medicaid per-visit limit that applied during the Year. If the FQHC's fiscal year is other than January 1, the rate may be established by taking the two rates from the two cost reports covering the applicable calendar year (e.g. 1999), multiplying each rate by the number of months the rate applied, adding the results and dividing by twelve.
- (iii) Identify cost per visit and total Medicaid costs: **Example:** Clinic A has a fiscal year beginning November 1. Clinic A has an all-inclusive rate, excluding out-stationing, of \$120 for the November 1, 1998, fiscal year, and a rate of \$129 for the November 1, 1999, fiscal year. The invoice rate will be \$121.50 (10 months X \$120 + 2 months X \$129) / 12 months). This result indicates the total Medicaid costs.

**Example:** Clinic B has a fiscal year beginning July 1. Clinic B has an all-inclusive rate, excluding out-stationing, of \$115 for the July 1, 1998, fiscal year. Clinic B is billing at this time for the first two quarters of calendar 1999. Clinic B will bill visits occurring between January 1, 1999, and June 30, 1999, at \$115. The total Medicaid costs for that billing period will equal the number of visits occurring between January 1, 1999, and June 30, 1999 multiplied by \$115.

- (iv) Add all payments received for visits provided during the Year's billing period from all sources. Payment types include open-card, capitation, fee-for-service payments, etc. Payment sources include MAP, Medicare, commercial insurance, Care Oregon, etc. If a payment covers an alternate fiscal period (e.g., a cost report settlement payment for October 1998 through March 1999), match the timing. This total is referred to as "total Medicaid payments" for the Year's billing period.

**Payment from all sources must be detailed and reconcilable back to provider source documents. Fee for service payments must reconcile to cost settlement amounts.**

Costs must match scope of service. If the cost per visit does not include pharmacy, for example, exclude payments for pharmacy from this calculation.

- (v) Subtract total Medicaid payments from total Medicaid costs. This is the amount that a participating FQHC may include in an invoice, subject to any limitations under Section 3(b) of this Statement of Work.
- (vi) FQHCs must submit invoices to AGENCY in the following manner:

Submit invoices to:

Michael Martin  
Multnomah County Health Department  
1120 SW Fifth Ave, 14<sup>th</sup> Floor  
Portland, OR 97204

All invoices must be received by AGENCY no later than the close of business, February 28, 2002, to create an opportunity for Enhanced Reimbursement payment.

All invoices must include an itemized list of participating FQHC's providers, the FQHC provider number, the FQHC tax ID number, the billing period for the Year, a complete list of MCO's or any other Title XIX payment source that made payment during the Year's billing period, and a contact name and telephone number.

Invoices must include copies of the relevant MAP cost reports as filed, MAP reconciliation letters, the applicable 1998 and 1999 UDS report, and the visit rate calculation page from relevant Medicaid cost statements.

### 3. AGENCY Obligations:

a. AGENCY shall cause all participating FQHCs to comply with the requirements of Section 2, above.

b. The AGENCY will collect and forward to MAP by the following dates all invoices AGENCY has received from participating FQHCs: (i) for privately-owned participating FQHCs, by 5:00 p.m. on April 1, 2002; and (ii) for Clackamas County and Tillamook County (individually, "County") as participating FQHCs, by the later of 5:00 p.m. on April 1, 2002, or by 5:00 p.m. on the date an agreement for reimbursement of the State's Share is fully executed between AGENCY and County, as applicable. These invoices must comply with the requirements of Section 2, above and are subject to the following limitation:

AGENCY will limit the effective total per-visit reimbursement to a FQHC from all sources, including Enhanced Reimbursement provided by this Agreement, to the total per-visit reimbursement realized by AGENCY.

c. AGENCY shall reimburse MAP for the State's share of Enhanced Reimbursement payments made to FQHCs under this Agreement ("State's Share") within thirty (30) days of AGENCY's receipt of MAP's claim for reimbursement of the State's Share. For purposes of this Agreement, the State's Share of Enhanced Reimbursement payments is 40.798 percent of the Enhanced Reimbursement amount. All reimbursements by AGENCY to MAP for the State's Share of the Enhanced Reimbursement shall be accompanied by a certification from AGENCY that the reimbursement is made with public funds that are not Federal funds, within the meaning of 42 CFR 433.5 1.

#### 4. MAP Obligations:

a. Pursuant to this Agreement, and to the extent of federal and AGENCY funds are available and authorized for purposes of this Agreement, MAP agrees to pay Enhanced Reimbursement to participating FQHCs for the reimbursable costs for health care services provided to MAP clients when those costs exceed the per visit rate established by MAP through administrative rule. Enhanced Reimbursement payments may be available for the following health care service provided during the following visits in 1999:

- i. Fee-for-service visits when MAP is the direct payer, and
- ii. Visits of any type (capitated or fee-for-service) where a MAP subcontractor-managed care plan (MCO) is the payer.

b. MAP will review for completeness and accuracy the invoices and other documentation that AGENCY has forwarded to it. When the review is complete, MAP will process payment for the invoice. Subject to the remaining provisions of this subsection, Enhanced Reimbursement will occur within 30 days of MAP's determination that payment is authorized pursuant to 45 CFR 95 subset A. MAP will forward Enhanced Reimbursement directly to the participating FQHCs

c. MAP will submit a claim to AGENCY for the State's Share of the Enhanced Reimbursement. This claim will identify the number of visits and relevant match rates.

#### 5. Audit Requirements

a. AGENCY shall cause all participating FQHCs to provide the State of Oregon, its Department of Human Services, and the federal government, including CMS, access to all invoices, reports, work papers and other documentation supporting requests for Enhanced Reimbursement. Such access shall be the same level of access for these items that is given to MAP in the separate intergovernmental agreements between MAP and participating FQHCs for services to MAP clients.

b. If an audit causes a participating FQHC to reimburse MAP for any portion of an Enhanced Reimbursement to the FQHC under this Agreement, MAP will reimburse AGENCY for the

corresponding amount of the State's Share that AGENCY has reimbursed to MAP for that portion of the Enhanced Reimbursement.

## **EXHIBIT B**

### **APPLICABLE STATE PLAN PROVISIONS**

Federally Qualified Health Centers (FQHC) services and other ambulatory services designated by the Secretary will be paid at 100% of reasonable costs. Reasonable cost will be determined by financial data provided to the Medical Assistance Program by FQHCs using a modified HCFA 222 Form. Reasonable cost determination will not exceed that which would have been determined by Medicare cost reimbursement principles. Payments will be based upon, and will cover, the reasonable costs of providing covered services to Medicaid beneficiaries. Interim payment rates will be established for each FQHC subject to reconciliation at the end of the cost reporting period.

MEETING DATE: January 24, 2002  
AGENDA NO: R-2  
ESTIMATED START TIME: 9:40 AM  
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Notice of Intent to Apply for Department of Revenue ORMAP Grants

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: Thursday, January 24, 2002  
AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Mgmt & Bus Svcs DIVISION: Financial Operations: Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: (503) 988-3345, ext 22331  
BLDG/ROOM #: 503/1

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

**SUGGESTED AGENDA TITLE:**

*Notice of Intent to Apply for State of Oregon Department of Revenue ORMAP Grants for Funding Geographic Information Systems (GIS) Tax Lot Base Map Projects*

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_  
(OR)

DEPARTMENT MANAGER: M. Cecilia Johnson

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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



**Department of Support Services**  
**MULTNOMAH COUNTY OREGON**

**Budget and Quality**  
501 SE Hawthorne Boulevard, Fourth Floor  
Portland, Oregon 97214  
(503) 988-3883 phone  
(503) 988-4570 fax

## **SUPPLEMENTAL STAFF REPORT**

TO: Board of County Commissioners

FROM: Dave Warren- Andrea Westersund  
Budget Manager Senior GIS Analyst

DATE: January 15, 2002

RE: Notice of Intent to Apply for ORMAP Grants

### **1. Brief Description of the Grant Requirements and Goals:**

In June of 1999, the Oregon Legislature passed legislation to fund the development of a tax lot base map now referred to as ORMAP (<http://www.ormap.org>).

The ORMAP structure consists of three components: an Advisory Committee, a Technical Committee, and the State of Oregon. Multnomah County GIS staff has actively participated on the Technical Committee and helped develop standards and goals for the ORMAP project. Multnomah County Geographic Information Systems (GIS) staff works closely with Assessment and Taxation and Survey staff to set and help achieve ORMAP goals.

ORMAP has supported the idea of self-organizing regions of counties to help evolve the necessary technology and optimize benefits with minimum resources. There are nine ORMAP regions. Multnomah County is part of the R-MAP region which also includes Washington and Clackamas Counties. METRO also participates in our regional ORMAP efforts and contributes their GIS experience and expertise. Multnomah County GIS staff chairs the R-MAP regional group meetings.

The ORMAP project has identified four main goals. Goal 1 is simply a scanned or digital copy of the existing Assessor map. Goals 2-4 are designed move towards a GIS environment and handle various county data situations. Goal 2 is for counties that are starting with paper maps. Goal 2 establishes a separately maintained GIS layer that may be a sketchy representation of the tax lots for the entire county. Goal 3 moves towards integrating the GIS layer into the Assessor mapping process and sets standards for accuracy of the line work. Goal 4 is the ultimate goal, where GIS tax lots are maintained as part of the Assessor mapping process and meet state standards

for the accuracy of the line work. Goal 4 data can be used in a GIS environment for many types of internal and public applications.

Multnomah County already has very accurate Assessor Map digital data, but the form and maintenance procedure needs some internal modifications to achieve ORMAP GIS goals. Goals 2 thru 4 can be, but do not need to be, sequentially achieved. Multnomah County would like to move directly to Goal 4 and avoid a dual maintenance environment.

## 2. Identification of Granting Agency:

The Oregon Department of Revenue is the granting agency. The funds are generated through a special fee imposed on certain property recordings at each county.

Multnomah County has been the largest contributor to the fund to date, which totals about \$1 million dollars annually. Multnomah County generates approximately 20% of the total.

## 3. Grant Funding Detail:

ORMAP funds are divided into three categories for proposals. A special allotment was reserved to fund Goal 1. Goals 2 through 4 can be supported through formula (also called regional) allocations or through discretionary proposals. Formula and discretionary funds each represent about half of the remaining ORMAP funds.

The formula allocation is a complex formula that allocates money for each county according to a) their contribution to the fund, 2) the area of the county in square miles, 3) the number of tax lots in the county, 4) a standard 10% of the fund to each county. Each region determines how the counties can use their formula money. Our region, R-MAP, has decided that for the first year, each county can use its own allocation. Multnomah can expect about \$50,000 per year from ORMAP formula money. If the region decides to share resources, this money may decrease or increase.

Discretionary proposals can be generated for any amount and from any county to help meet Goals 2-4. To date, the total of the proposals has not exceeded available funds, but this may not always be the case. ORMAP encourages public and private partnerships and matching money proposals.

All proposals must pass through a technical review process. Formula proposals are approved upon technical review and nominal approval of the Advisory Board. Discretionary proposals must pass technical review and then be approved by the Advisory Board.

Indirect costs are not explicitly identified in ORMAP proposals. Existing equipment and staff can be used as matching resources against ORMAP dollar requests.

Because of the relevance of the ORMAP project to the work of assessing and taxing property, the Department of Management and Business Services expects to apply for

as many grants as possible. Some of these applications may require County match, for example a project in which the State will subsidize but not entirely reimburse the cost of aerial surveys of counties on a biennial basis which Multnomah County is currently exploring. In some instances the grant will be an ongoing commitment until a goal has been completed (conversion of tax lots is an example), or simply an ongoing subsidy (again, the aerial survey is an instance where the value of the survey is that it is always "current" and it must be redone frequently). In other cases the project will be a one-time event.

4. Filing Timelines:

Currently there are two funding opportunities each year. Both formula and discretionary funds can be addressed at each funding cycle. The first funding cycle completed in July 2001. The second cycle will be completing in January 2002.

There is some discussion of moving the timing of the funding cycles and perhaps moving to one discretionary opportunity. No decision has been made to date.

MEETING DATE: January 24, 2002  
AGENDA NO: R-3  
ESTIMATED START TIME: 9:45 AM  
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Support for Issuance of Industrial Developmental Revenue Bonds by State of Oregon for Teeny Foods

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: Thursday, January 24, 2002  
AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: MBS DIVISION: Finance

CONTACT: Steve Pearson TELEPHONE #: (503) 988 3278  
BLDG/ROOM #: 503/320

PERSON(S) MAKING PRESENTATION: Dave Boyer

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

SUGGESTED AGENDA TITLE:

RESOLUTION: Support for Issuance of Industrial Development Revenue Bonds by the State of Oregon to Teeny Foods for the Riverside Parkway Production Facility Project

01/24/02 copies to Dave Boyer

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_  
(OR)

DEPARTMENT MANAGER: M. Cecilia Johnson

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



# MULTNOMAH COUNTY, OREGON

DEPARTMENT OF MANAGEMENT AND BUSINESS SERVICES  
FINANCE DIVISION

COUNTY COMMISSIONERS

DIANE LINN, CHAIR  
MARIA ROJO DE STEFFEY, DISTRICT #1  
SERENA CRUZ, DISTRICT #2  
LISA NAITO, DISTRICT #3  
LONNIE ROBERTS, DISTRICT #4

MULTNOMAH BUILDING  
501 SE HAWTHORNE BLVD. 4<sup>TH</sup> FLOOR  
PO BOX 14700  
PORTLAND, OR 97293-0700  
PHONE (503) 988-3312  
FAX (503) 988-3292

FORD BUILDING  
2505 SE 11<sup>TH</sup> 1<sup>ST</sup> FLOOR  
PORTLAND, OR 97202  
PHONE (503) 988-5299  
FAX (503) 988-6265  
TDD (503) 988-5170

## MEMORANDUM

**TO:** BOARD OF COUNTY COMMISSIONERS

**FROM:** Dave Boyer, Finance Director  
Steve Pearson, Community Economic Development

**TODAY'S DATE:** January 14, 2002

**REQUESTED PLACEMENT DATE:** **January 24, 2002**

**RE:** Authorization the issuance of Industrial Development Revenue Bonds by the State of Oregon to Teeny Foods for the Riverside Parkway Production Facility

1. Recommendation/Action Requested:

Approve resolution authorizing the issuance of Industrial Development Revenue Bonds (IDRB) by State of Oregon to Teeny Foods for the Riverside Parkway Production Facility

2. Background/Analysis:

IDRB's are part of the general class of municipal bonds, and are tax exempt from federal income tax. In Oregon, the bonds are exempt from Oregon income tax to the purchaser. This makes them a competitive financing tool for expanding companies. Generally, the state (in this case through the Oregon Economic and Community Development Department (OECD)) will issue bonds for manufacturing, resource utilization, warehousing, and headquarter buildings, and research and development facilities.

Teeny Foods is the oldest commercial Pocket Break™ manufacturer in the United States, dating from 1964. Expansion is necessary to continue to build business in Oregon, as well as nationally. The project includes 4-6 acres of land, with a 40,000 square foot building and additional manufacturing equipment for bakery products. The company will continue to produce pocket breads and other products. Teeny Foods currently employees 50 workers, and estimates that the workforce will increase by 8 people by 2004.

A requirement for issuance of IDR B's is that the Board of Commissioners in the county in which the project is located must authorize the bonds by formal resolution. Attached is a request from the Regional Director of OECDD for such a resolution in this case.

3. Financial Impact:

There is no financial impact on the County. These bonds are general obligations of the issuer, not of the state or county. They are to be repaid from the revenues generated by the specific project they were issued to fund, and are the obligation of the corporate borrower.

4. Legal Issues:

Issuance of IDR B's is controlled by ORS 285B.320 to ORS 285B.377

5. Controversial Issues:

None.

6. Link to Current County Policies:

County Policy supports retention and expansion of local businesses and economic development.

7. Citizen Participation:

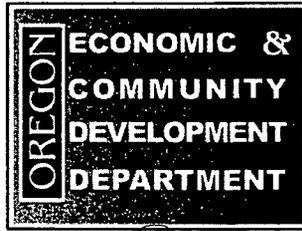
None

8. Other Government Participation:

Portland Development Commission and Oregon Economic and Community Development Department. The State Treasurer will issue the bonds.

Attachment

December 21, 2001



RECEIVED

DEC 23 2001

Robert Alexander  
Portland Development Commission  
1900 SW Fourth, Suite 7000  
Portland, Oregon 97201

DIANE LINN  
MULTNOMAH COUNTY CHAIR

Dear Bob:

*RE: Teeny Foods, Industrial Development Revenue Bond Application*

Per our discussion, Teeny Foods, currently located at 13151 N.E. Airport Way, has submitted an application for an Industrial Development Revenue Bond to our department. These bonds are general obligations of the issuer, not of the state. They are to be repaid from the revenues generated by the specific project they were issued to fund, and are the obligation of the corporate borrower. Bonds are not in any way obligations of state or local government.

Traditionally, these bonds are a part of the general class of municipal bonds, and are tax exempt from federal income tax. In Oregon, the bonds are exempt from Oregon income tax to the purchaser, making them a competitive financing tool for expanding companies. Generally, the state will issue bonds for manufacturing, resource utilization, warehousing, and headquarter buildings, and research and development facilities.

Your assistance would be valuable to Teeny Foods in meeting three local government requirements:

1. The board of Commissioners of the county in which the project is located must authorize the bonds by formal resolution, passed by a majority vote at a public hearing.
2. The local jurisdiction, in this case Portland, must find the project to be in compliance with statewide land use goals and guidelines.
3. The project must be consistent with local economic development plans.

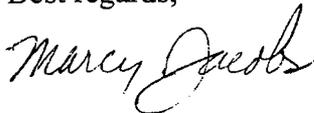
The site for the proposed project is the N.E. Airport Way corridor, specifically the Pannatoni project, Riverside Parkway Corporate Center. The legal description is 1N 3E 20 1 1100, parcel number R-320293. The projected start-up date is April, 2002, with a desired completion date of June 2003. The project includes 4-6 acres of land, with a 40,000 sf building and additional manufacturing equipment for bakery products.



Teeny Foods is the oldest commercial Pocket Bread (TM) manufacturer in the United States, dating to 1964.. The expansion is necessary to continue to build business in Oregon, as well as nationally. The company will continue to produce pocket breads and other products. Teeny Foods currently employees 50 workers, and estimates that the workforce will increase by 8 people by 2004.

Our agency and the company would appreciate your assistance in securing the required approvals. Our department anticipates that the project will be presented to our Finance Committee for approval, subject to local government approvals, in January. If you have any questions, feel free to give me a call. I look forward to working with you on this project.

Best regards,



Marcy Jacobs  
Regional Development Officer

cc: John Rakowitz  
Mark Huston  
Rick Teeny

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. \_\_\_\_\_

Support for Issuance of Industrial Development Revenue Bonds by the State of Oregon to Teeny Foods for the Riverside Parkway Production Facility Project

**The Multnomah County Board of Commissioners Finds:**

- a. The development of the Riverside Parkway Production Facility by Teeny Foods would foster the economic growth and legislative policy as set forth in ORS 285B.320.
- b. The Portland Development Commission supports the Riverside Parkway Production Facility, and the City of Portland Bureau of Planning has confirmed that the Riverside Parkway Production Facility is consistent with the City of Portland's adopted Comprehensive Plan and Zoning Code.
- c. In compliance with ORS 285B.332, this Board finds that the completion of the Riverside Parkway Production Facility by Teeny Foods in the City of Portland, Multnomah County, Oregon, would be in the best interests of the citizens of Multnomah County.

**The Multnomah County Board of Commissioners Resolves:**

To request through this resolution, that the Economic Development Commission and the State of Oregon undertake to finance an economic development program, specifically the Riverside Parkway Production Facility Project for Teeny Foods, in Multnomah County, through the issuance of revenue bonds as provided by ORS 285B.320 to ORS 285B377.

ADOPTED this 24th day of January, 2002.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Sandra N. Duffy, Deputy County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 02-010**

Support for Issuance of Industrial Development Revenue Bonds by the State of Oregon to Teeny Foods for the Riverside Parkway Production Facility Project

**The Multnomah County Board of Commissioners Finds:**

- a. The development of the Riverside Parkway Production Facility by Teeny Foods would foster the economic growth and legislative policy as set forth in ORS 285B.320.
- b. The Portland Development Commission supports the Riverside Parkway Production Facility, and the City of Portland Bureau of Planning has confirmed that the Riverside Parkway Production Facility is consistent with the City of Portland's adopted Comprehensive Plan and Zoning Code.
- c. In compliance with ORS 285B.332, this Board finds that the completion of the Riverside Parkway Production Facility by Teeny Foods in the City of Portland, Multnomah County, Oregon, would be in the best interests of the citizens of Multnomah County.

**The Multnomah County Board of Commissioners Resolves:**

To request through this resolution, that the Economic Development Commission and the State of Oregon undertake to finance an economic development program, specifically the Riverside Parkway Production Facility Project for Teeny Foods, in Multnomah County, through the issuance of revenue bonds as provided by ORS 285B.320 to ORS 285B377.

ADOPTED this 24th day of January, 2002.

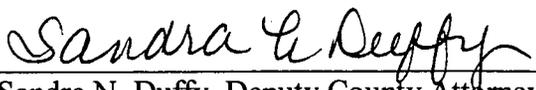


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Sandra N. Duffy, Deputy County Attorney

MEETING DATE: January 24, 2002  
AGENDA NO: R-4  
ESTIMATED START TIME: 9:50 AM  
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Intergovernmental Agreement, Special Ordinance and Update for City of Portland-  
Multnomah County Sustainable Development Commission

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: January 24, 2002  
AMOUNT OF TIME NEEDED: 2 minutes

DEPARTMENT: DMBS DIVISION: \_\_\_\_\_

CONTACT: Amy Joslin TELEPHONE #: (503) 988-4092  
BLDG/ROOM #: 503/320

PERSON(S) MAKING PRESENTATION: Amy Joslin, Rosemarie Cordello (Food Policy  
Committee), Kent Snyder (Sustainable Development Commission), and Matt Emlen (City of  
Portland)

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

SUGGESTED AGENDA TITLE:

Second Reading and Possible Adoption of a Special ORDINANCE Approving  
Intergovernmental Agreement with the City of Portland Creating the Sustainable  
Development Commission and Repealing MCC §§ 3.450, 3.460 and 3.470

01/29/02 originals & copies to Amy Joslin  
SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_  
(OR)

DEPARTMENT MANAGER: M. Cecilia Johnson

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



Department of Management and Business Services  
**MULTNOMAH COUNTY OREGON**

501 SE Hawthorne Blvd, Suite 320  
Portland, Oregon 97214  
(503) 988-5000 phone  
(503) 988-3048 fax

## SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Amy Joslin, Assistant Director of Sustainability

DATE: January 8, 2002

RE: Intergovernmental Agreement, Special Ordinance and Update  
for City of Portland-Multnomah County Sustainable  
Development Commission

1. Recommendation/Action Requested:

Approve Intergovernmental Agreement (IGA) and Ordinance for City of Portland-Multnomah County Sustainable Development Commission.

2. Background/Analysis:

In April 2001, the Board of County Commissioners approved Ordinance No. 960 amending Multnomah County Code Chapter 3, Administration, to establish a Sustainable Development Commission. County participation in this commission was viewed as an excellent means to strengthen development of sustainable actions within Multnomah County. Regular updates to Board of County Commissioners on commission activities were also requested.

City Council will vote on an intergovernmental agreement to formalize this change on January 9, 2002.

A Special Ordinance is required to approve this IGA and joint City of Portland-Multnomah County Sustainable Development Commission. County Ordinance No. 960 would be repealed. New provisions included in the IGA include:

- Members serve without compensation.
- Absence from four consecutive meetings is cause for removal.
- Two co-chairs will be elected – one must be a City appointee, and the other a County appointee.
- No officer may be elected for two consecutive terms.

With the special ordinance coming before the Board, the timing is right to also provide an update on Commission activities. This update, "Update on Sustainable Development Commission Activities," dated January 2, 2002, is attached.

3. Financial Impact:

There is no financial impact.

4. Legal Issues:

There are no known legal issues.

5. Controversial Issues:

There are no controversial issues.

6. Link to Current County Policies:

The support provided by the Sustainable Development Commission has assisted Multnomah County's Sustainability Initiative to "provide leadership to the entire Multnomah County organization regarding implementing strategies for achieving sustainability" as directed in Resolution No. 01-007.

7. Citizen Participation:

The public hearing at the January 17, 2002 Board of County Commissioners will serve as an opportunity for citizens to provide comments regarding the proposed changes to County Ordinance No. 960. In addition to the January 17, 2002, Public Hearing, the Sustainable Development Commission citizen advisory group has reviewed the IGA and approved the language contained herein.

8. Other Government Participation:

The City of Portland has reviewed this ordinance and will be seeking approval for the IGA on January 9, 2002. The City of Portland Office of Sustainable Development has been a strong ally to Multnomah County in working together as a partner to make this code change and partnership happen.



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**MULTNOMAH COUNTY OREGON**

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501 SE Hawthorne Blvd, Suite 320  
Portland, Oregon 97214  
(503) 988-5000 phone  
(503) 988-3048 fax

## MEMORANDUM

**DATE:** January 2, 2002

**TO:** Board of County Commissioners

**FROM:** Amy Joslin, Acting Assistant Director of Sustainability

**SUBJECT: UPDATE ON SUSTAINABLE DEVELOPMENT COMMISSION ACTIVITIES**

With the approval of Ordinance No. 960 in April 2001 to form the joint City of Portland-Multnomah County Sustainable Development Commission, came a Board request for regular updates on Commission activities. Two areas have developed in 2001, which may be of particular interest to the Board: (1) upcoming Food Policy Summit and (2) formation of a joint City of Portland-Multnomah County Sustainable Procurement Steering Committee.

- Food Policy Council Forum – Saturday, February 2, 2002 a one-day forum to develop and launch a food policy council to serve both the City of Portland and Multnomah County will be presented. The goal of the forum is to identify key food policy issues and invite participants to learn about developing food policy and provide meaningful input on future direction.
- A proposal and resolution to approve the creation of the Food Policy Council will be brought to the Board of County Commissioners Spring 2002.
- Sustainable Procurement – representatives from the County Purchasing Division and the Department of Sustainable Community Development have been meeting with the City of Portland to develop a draft Sustainable Procurement Strategy. The vision is that to achieve a sustainable community, the City of Portland and Multnomah County must balance environmental, economic, and social equity values in the procurement of goods and services.
- A proposal and resolution to approve the creation of a joint City of Portland-Multnomah County Sustainable Procurement Steering Committee will be presented to the Board of County Commissioners in March 2002.
- Representatives involved with both of these exciting activities will be available on January 17 to answer any questions the Board may have at this time.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**ORDINANCE NO. 972**

Special Ordinance Approving Intergovernmental Agreement with the City of Portland Creating the Sustainable Development Commission and Repealing MCC §§ 3.450, 3.460 and 3.470

**The Multnomah County Board of Commissioners Finds:**

a. On April 26, 2001, the Board by Ordinance 960 established the Sustainable Development Commission as MCC §§ 3.450, 3.460 and 3.470.

b. In April 2001, Multnomah County and the City of Portland adopted a joint Global Warming Action Plan.

c. The County and City are working to promote more sustainable policies and actions, including green building practices and energy efficiency measures. In making these changes, both will learn faster by working together.

d. Establishing a joint commission and shared standards will increase the public's ability to assess the sustainability practices of local government.

e. Both County and City will benefit from the sustainable development expertise and networks provided by the joint commission.

f. County and City representatives have developed the attached intergovernmental agreement to establish the commission in accordance with ORS 190.003 to 190.110.

**Multnomah County Ordains as follows:**

**Section 1.** The attached Intergovernmental Agreement with the City of Portland creating the Sustainable Development Commission is approved.

**Section 2.** MCC §§ 3.450, 3.460 and 3.470 are repealed.

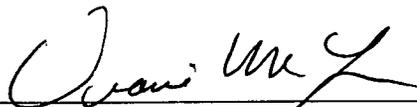
FIRST READING:

January 17, 2002

SECOND READING AND ADOPTION:

January 24, 2002

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

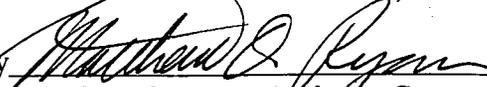


Diane M. Linn, Chair



REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Matthew O. Ryan, Assistant County Attorney

## INTERGOVERNMENTAL AGREEMENT REGARDING SUSTAINABLE DEVELOPMENT COMMISSION

THIS AGREEMENT is between each of the City of Portland, a municipal corporation duly incorporated under the laws of the State of Oregon, (the "City"), and Multnomah County, a home rule county formed under the laws of the State of Oregon, (the "County") hereinafter referred to as the "Jurisdictions." This Agreement is made pursuant to ORS 190.003 to ORS 190.110, the general laws and constitution of the State of Oregon, and the laws and charters of the Jurisdictions.

**Section 1. General Purposes.** The City and the County are each working to promote sustainable policies and actions, such as green purchasing, green building development, and energy and water efficiency measures. The City of Portland has an existing advisory commission, the Sustainable Portland Commission, regarding sustainable development practices and policies.

To further the public interest, the Jurisdictions desire to create a joint sustainable development commission. A joint commission will increase the public's ability to assess progress in sustainable development and to adopt sustainability practices. The commission may further serve as an advisory body to the Jurisdictions on matters relating to sustainable development, and serve as the Jurisdictions' representative for regional, state or national sustainability policy matters.

### **Section 2. Definitions.**

- A. "Commission" means the joint Sustainable Development Commission as formed under this Intergovernmental Agreement.
- B. "Jurisdiction" - any municipality or county which enters into this Agreement.
- C. "Person" - any corporation, partnership, proprietorship, association, individual or organization authorized to do business in the State of Oregon, or any natural person.

### **Section 3. Commission Creation and Powers.**

- A. **Creation.** The Commission is created to carry out the purposes set forth in this Agreement. The Commission is not authorized to modify, limit or alter any permit or regulatory process of any of the Jurisdiction's offices, agencies or bureaus. Subject to that limitation, the Commission may:
  - 1. Advise and make recommendations to the Jurisdictions' governing bodies on policies and programs to create sustainable communities and to encourage sustainable development;
  - 2. Articulate and promote a long-range goals and objectives for developing and achieving sustainable communities;
  - 3. Promote sustainable communities among citizens, businesses, governmental agencies and community-based organizations;
  - 4. Develop opportunities for all citizens to learn about values, principles, and practices that will encourage sustainable communities;
  - 5. Assist in the coordination of policies and actions creating sustainable communities; and,
  - 6. Meet annually with the governing bodies of the Jurisdictions to report on the Commission's activities and achievements in the prior year and plans for the upcoming year.

Subject to the limitations contained in this Agreement, the Commission is vested with the powers, rights and duties necessary to carry out these purposes as are vested in each Jurisdiction, its officers and agencies.

- B. Recommendations on Grants and Contracts. The Commission may provide recommendations and advice to the City and the County regarding contracting and grant applications to support sustainable communities and encouraging sustainable development.

#### Section 4. Commission Members.

- A. Composition. The Commission shall consist of seventeen members appointed by the Jurisdictions. Ten of the commission members shall be selected and appointed by the City. Seven of the members shall be selected and appointed by the County.
- B. Quorum and Voting. The majority of the members of the Commission shall constitute a quorum. No Commission action shall be in effect except on a majority vote by those Commissioners present.
- C. Term of Office and Succession. Commissioners shall serve for terms of two years. Commissioners shall continue to serve until their successors are appointed and assume their responsibilities. A vacancy on the Commission shall be filled by the Jurisdiction whose position on the Commission is vacant.
- D. Compensation. Members shall serve without compensation. However, a Commissioner's reasonable expenses for carrying out the work of the Commission may be reimbursed as authorized by policies of the appointing Jurisdiction.
- E. Removal. Absence from four consecutive Commission meetings shall constitute cause for removal of a Commissioner from their remaining term of office.

#### Section 5. Meetings, Rules of Procedure and Officers.

- A. Meetings to be Public. Meetings of the Commission shall be conducted pursuant to the Oregon Public Meetings law.
- B. Rules of Procedure. At the first organizational meeting, or as soon thereafter as practicable, the Commission shall adopt rules governing its procedures including, but not limited to:
  - 1. Times and places of regular meetings;
  - 2. The method and manner of calling special meetings;
  - 3. The method, term and manner of election of officers;
  - 4. The responsibilities and duties of officers; and
  - 5. The procedures for execution of writings and legal documents.
- C. Officers. At the first organizational meeting, the Commission shall elect from among its members two co-chairs. One of the chairs shall be a City appointee and the other a County appointee. The co-chairs shall preside at all meetings, call special meetings, and determine the order of business.

#### Section 6. Subcommittees.

- A. Steering Committee. The Steering Committee shall include the Commission co-chairs and at least five other Commission members as designated by the co-chairs. The Steering Committee will set the Commission's agenda and develop new projects for the Commission.
- B. Subcommittees. The Commission co-chairs may appoint such other subcommittees as may be deemed necessary to pursue other projects. Such subcommittees will include at least two Commission members. Other citizens, or City or County staff, may participate as ex officio subcommittee members, as appointed by the participating Commission members.
- C. Staffing. The City will provide staff support for the steering committee and two additional subcommittees. The County will provide staff support for one subcommittee. Staff support will include scheduling meetings, arranging for meeting space, and preparing agendas and minutes.

Section 7. Administration and Staffing Services.

- A. Monthly meetings. The Commission shall meet at least ten times per year. The City will provide the Commission with a meeting space, and prepare and distribute Commission agendas and minutes for ten monthly meetings per year.
- B. Annual planning session. The Commission shall meet one time per year to hold an annual planning session. The County will provide a meeting space and a facilitator for the Commission's annual planning session.
- C. Printing. Division of printing costs for Commission publications will be determined on a project-by-project basis. The City and County will each pay the printing costs for the materials distributed to their constituencies.
- D. Reports, letters, outreach. The City will provide staff for the projects undertaken by the Commission, including developing reports, writing letters, and organizing outreach activities. County staff will contribute information and review for Commission projects, and will assist with outreach activities.

Section 8. Effective Date. This Agreement shall become effective upon its adoption by all Jurisdictions. Any Jurisdiction entering into this shall adopt an authorizing ordinance and shall forward a certified copy to the City of Portland. Within 30 days of the effective date of this Agreement, the City of Portland shall forward copies of the authorizing ordinances to the Secretary of State.

Section 9. Duration and Termination.

- A. Duration. The duration of this Agreement is perpetual and the Commission shall continue from year to year, subject to termination or dissolution as provided below. The Commission shall forward this Agreement to the Jurisdictions every three years for their review.
- B. Termination. In order for any Jurisdiction to withdraw from this Agreement and to prevent obligations for any continuing support for the Commission for the ensuing year, a Jurisdiction may withdraw from the Commission by filing a written notice of withdrawal with the Commission by November 1 of any year, effective at the end of that fiscal year. Membership shall continue until the effective date of the withdrawal. Prior to the effective date, the member Jurisdiction may rescind its withdrawal notice at any time.

Section 10. Dissolution. The Jurisdictions may dissolve the Commission and terminate this Agreement at any time by mutual agreement of all Jurisdictions. The Commission shall continue to exist after the dissolution for such period, no longer than three months, as is necessary to wind up its affairs but for no other purposes.

Section 11. General Terms.

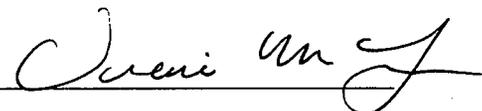
- A. This Is The Entire Agreement. This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.
- B. Severability. The terms of this Agreement are severable and a determination by any Court or agency having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part, shall not affect the remainder of this Agreement.
- C. Interpretation. The terms and provisions of this Agreement shall be liberally construed in accordance with its general purposes.
- D. Increasing Member Units of Government. The Commission may develop a method for allowing other units of local government to enter into this Agreement

- E. Amendments. The terms of this Agreement shall not be amended without the written authorization of the governing bodies of all Jurisdictions.
- F. 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 the City of Portland 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, the City of Portland shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of the City of Portland, its officers, employees and agents in the performance of this agreement.
- G. 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.
- H. Adherence To Law. Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
- I. Non-Discrimination. Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
- J. 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.
- K. Subcontracts And Assignment. Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

APPROVED AND EXECUTED by the appropriate officer(s) who are duly authorized to execute this Agreement on behalf of the governing body of each Jurisdiction.

MULTNOMAH COUNTY, OREGON

CITY OF PORTLAND, OREGON

By 

By \_\_\_\_\_

Title: Multnomah County Chair

Title \_\_\_\_\_

Date: January 24, 2002

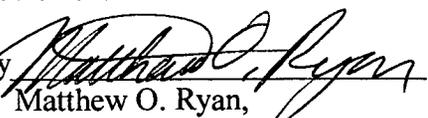
Date: \_\_\_\_\_

By \_\_\_\_\_  
Auditor, City of Portland

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

Reviewed:

Approved as to Form:

By   
Matthew O. Ryan,  
Assistant County Attorney

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





# MULTNOMAH COUNTY OREGON

DEPARTMENT OF MANAGEMENT AND BUSINESS SERVICES  
LAND USE PLANNING DIVISION  
1600 SE 190<sup>TH</sup> AVE., SUITE 116  
PORTLAND, OREGON 97233  
(503) 988-3043 (503) 988-3389 FAX  
land.use.planning@co.multnomah.or.us

BOARD OF COUNTY COMMISSIONERS  
DIANE LINN - CHAIR OF THE BOARD  
MARIA ROJO DE STEFFEY - DISTRICT 1 COMMISSIONER  
SERENA CRUZ - DISTRICT 2 COMMISSIONER  
LISA NAITO - DISTRICT 3 COMMISSIONER  
LONNIE ROBERTS - DISTRICT 4 COMMISSIONER

## SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Land Use Planning Division  
Kathy Busse, Director  
Susan Muir, Principal Planner and staff contact

DATE: January 13, 2002

RE: *Multnomah County – Troutdale Compliance Project - Proposed adoption of Troutdale zoning code and comprehensive plan for urban areas in unincorporated Multnomah County to comply with the Metro Functional Plan.*

### ***1. Recommendation / Action Requested:***

Staff recommends the Board of Commissioners adopt the recommendations of the Planning Commission and City of Troutdale.

### ***2. Background / Analysis:***

The purpose of this project is to bring the urban areas of Multnomah County within Troutdale's Urban Services Boundary into compliance with the requirements of the Metro 2040 Functional Plan. Multnomah County and Troutdale are working together in this area of common interest. Long range future planning for County urban lands located within the City's Urban Services Boundary is one common interest area. All of the areas included in this project are urban lands located outside Troutdale's city limits, within the city's Urban Planning Area boundary, and inside the Urban Growth Boundary. Maps of the project areas are included in Exhibit A.

The County and the City have jointly adopted agreement on land use policy for these County urban lands. Part of this Urban Planning Area Agreement, adopted in June, 1998 calls for the City to provide urban planning services to the County to address Metro's Urban Growth Management Functional Plan. Since Multnomah County focuses its resources on rural planning, the County cannot cost-effectively

provide urban planning services. The County and the City have entered into an agreement to achieve Functional Plan compliance by applying Troutdale's codes to the County's unincorporated areas.

In order to address Metro's Functional Plan requirements for the project areas, the County Board will consider adopting the City code, Comprehensive Plans and zoning maps for the unincorporated areas. With the adoption of the City's current regulations, the County will achieve Functional Plan compliance.

With the Board's adoption of the City zoning code, County land use zones and regulations will transition to Troutdale's land use zones and regulations for these areas. Administration of planning services for these areas will transfer to the City of Troutdale at a later date. The details of this transfer of services will be addressed in a new intergovernmental agreement between the City and Multnomah County.

Annexation of these areas is not a part of this project.

### **3. Financial Impact**

There has been no identified financial impact for Multnomah County as a result of this project. The geographic areas covered under this proposal have very minimal permit activity currently occurring.

### **4. Legal Issues**

No legal issues have been identified as part of this project.

### **5. Controversial Issues**

There has been very little controversy with this project. There could be some discussion about the timeline, which has been delayed while the resources of the Planning Division were focused on other projects. The City of Troutdale has consistently requested the County complete this project in order to make their annexation process easier.

### **6. Link to Current County Policies**

Resolution A, passed in 1983, is the primary County policy behind contracting with cities to provide urban services in unincorporated areas. Entering into an agreement with the City of Troutdale to provide an urban level of planning and zoning administration is consistent with the stated purpose of Resolution A.

### **7. Citizen Participation**

The City and County noticed the affected property owners in the earlier phases of this project and a measure 56 notice went out for the hearing scheduled before the Board on January 24, 2002.

### **8. Other Government Participation**

The Multnomah County Land Use Planning Division is working in conjunction with the City of Troutdale and Metro to complete this project and will continue to do so throughout the project.

#### **ATTACHMENTS:**

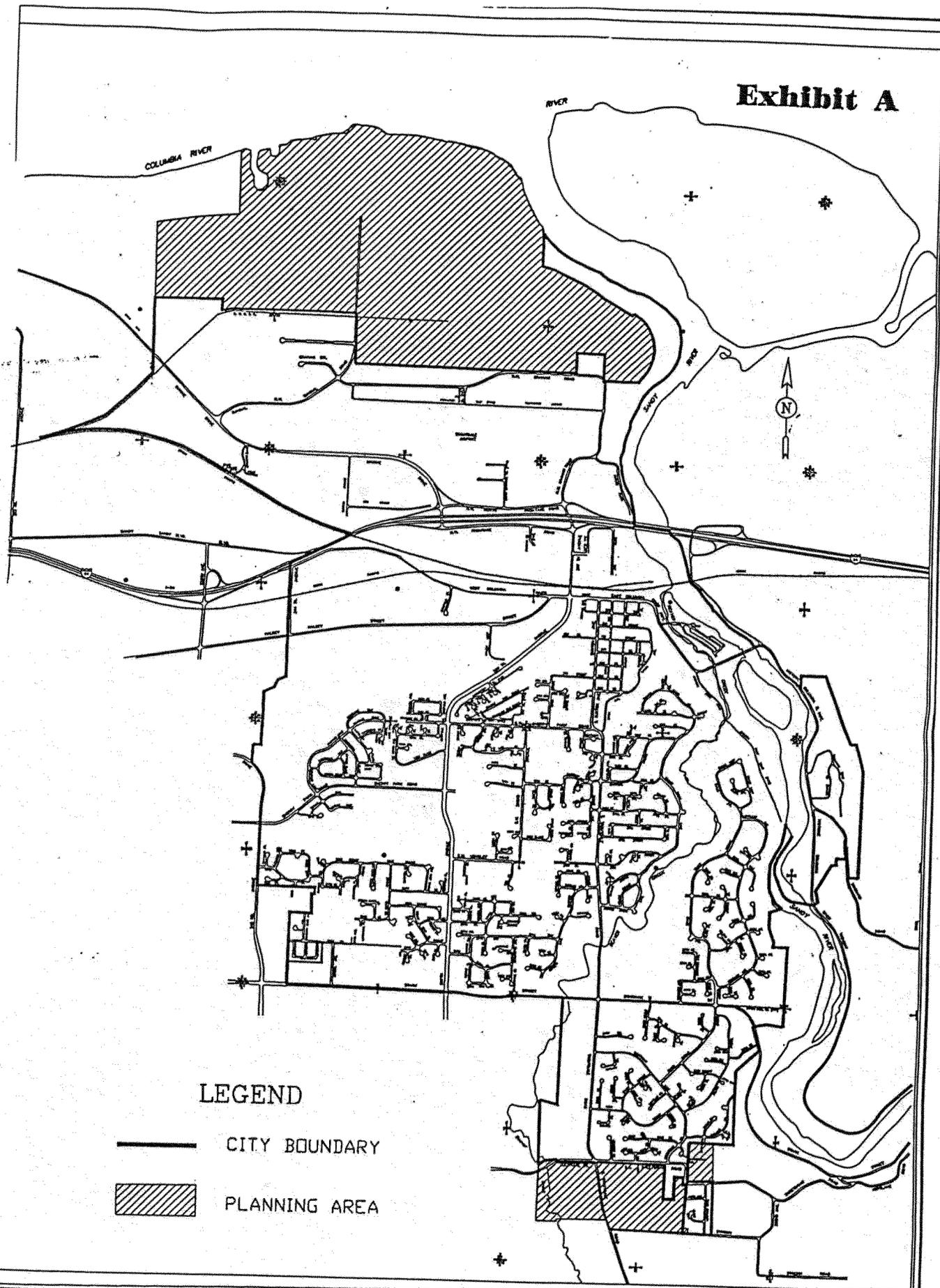
Exhibit A: Draft Ordinance

Exhibit B: Planning Commission Resolution C 3-99

Exhibit C: Resolution No.'s 1430 & 1427 adopted by the Troutdale City Council

Exhibit D: Troutdale Zoning Ordinance

# Exhibit A



## LEGEND

-  CITY BOUNDARY
-  PLANNING AREA



SCALE IN FEET  
 RECTANGULAR GRID BASED ON OREGON  
 STATE PLANE COORDINATE SYSTEM

NOTES



DEPARTMENT OF PUBLIC WORKS  
**CITY OF TROUTDALE**  
**URBAN PLANNING AREA**  
 MULTNOMAH COUNTY, OREGON  
 DECEMBER 1997

FILE NAME: 10/15/97  
 LE. BLOCK: 782/256  
 INTERNAL REFERENCES: TROUTDALE

PLAT DATE: 12-01-97  
 BY: W.M.

BEFORE THE PLANNING COMMISSION

OF MULTNOMAH COUNTY, OREGON

In the matter of the adoption of amendments to the )  
Multnomah County Zoning Ordinance ) RESOLUTION  
by the Multnomah County Board of Commissioners ) C 3-99  
regarding the application of Troutdale urban codes for )  
those lands outside the City of Troutdale but within the )  
Urban Growth Boundary )

The Multnomah County Planning Commission finds:

- a. The proposed ordinance:
  - Addresses the regional requirement that the County be in compliance with the Metro Urban Growth Management Functional Plan;
  - Conforms with 'Resolution A' passed by the Board of County on March 15, 1983 which states the intent of Multnomah County to provide rural services rather than urban services, including land use planning;
  - Recognizes that the County will save valuable resources by working with the City of Troutdale and their existing code to achieve compliance;
  - Is in conformance with a jointly adopted agreement on land use policy for these County urban lands, known as the 'Urban Planning Area Agreement' (effective June 11, 1998);
  - Multnomah County recognizes that annexation is not a part of this proposal; and
  - Is consistent with state rules.
- b. In March 1999, the County mailed property owners legal notices notifying them of the project and opportunities for public testimony.
- c. On December 16, 1998 the Troutdale Planning Commission held a public hearing on the draft proposal and forwarded a recommendation to the Multnomah County Planning Commission.
- d. On April 5, 1999 the Multnomah County Planning Commission held a public hearing on the draft proposal;
- e. On April 5, 1999 the Planning Commission reviewed the attached documents and legal record for case file C 3-99.

It is hereby resolved:

That the Multnomah County Planning Commission hereby recommends that the Multnomah County Board of Commissioners adopt the following:

- **Exhibit A:** Proposed land use zoning maps
- **Exhibit B:** City of Troutdale Development Code
- **Exhibit C:** City of Troutdale Comprehensive Plan and Comprehensive Plan

APPROVED this 5<sup>th</sup> day of April, 1999.

By John D. Ingle  
John Ingle, Chair  
Multnomah County Planning Commission  
Multnomah County, Oregon

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RESOLUTION NO. 1430

A RESOLUTION RECOMMENDING TO MULTNOMAH COUNTY BOARD OF COMMISSIONERS SPECIFIC ZONING AND LAND USE DESIGNATIONS FOR LAND WITHIN THE NORTHERN PORTION OF TROUTDALE'S URBAN PLANNING AREA (UPA).

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. The Citizen Advisory Committee met on October 28, 1998 to review and discuss specific zoning and land use designations for each parcel of land within the UPA and forwarded a recommendation to the Planning Commission.
2. The Planning Commission held a public hearing on January 27, 1999, and has reviewed the CAC's recommended pre-annexation land use plan for lands within the UPA and has forwarded a recommendation to the City Council.
3. The City Council held a public hearing on February 23, 1999 and March 9, 1999 to provide opportunity for public comment.
4. The City Council is now satisfied that this matter has been adequately considered.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE:

Section 1: The Council adopts the following findings of fact.

1. In 1978, the Department of Land Conservation and Development adopted the Compliance Acknowledgment rule which required each jurisdiction within an adopted Urban Growth Boundary (UGB) to set forth the means by which a plan for management of the unincorporated areas within the UGB will be implemented. As part of the compliance acknowledgment rule, UPA boundaries were established for the unincorporated areas within the Portland Metro Area UGB.
2. Troutdale's UPA includes those areas under Multnomah County's planning jurisdiction in which the City maintains a mutual planning interest and has planned for extension of services once annexed into the city limits.
3. The City of Troutdale has entered into an Urban Planning Area agreement with Multnomah County which designates Troutdale as the provider of land use planning services for all unincorporated areas within its designated UPA boundary. As part of this agreement, the City of Troutdale will be recommending to the Multnomah County Board of Commissioners specific zoning and land use designations for each parcel of land within the UPA.

1 4. The applicable policies of Troutdale's Comprehensive Land Use Plan, pertinent sections of  
2 the Metro Urban Growth Management Functional Plan, and other applicable regulations  
3 served as guidelines in determining the most appropriate land uses within Troutdale's UPA.  
4

5 Section 2: Based upon these findings, the City of Troutdale recommends to the Multnomah County  
6 Board of Commissioners specific zoning and land use designations for land within the northern  
7 portion of Troutdale's UPA contained in Attachment A.  
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9  
10 YEA: 7  
11 NAYS: 0  
12 ABSTAINED: 0  
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16 Paul Thalhofer, Mayor  
17 Dated: 3-11-99  
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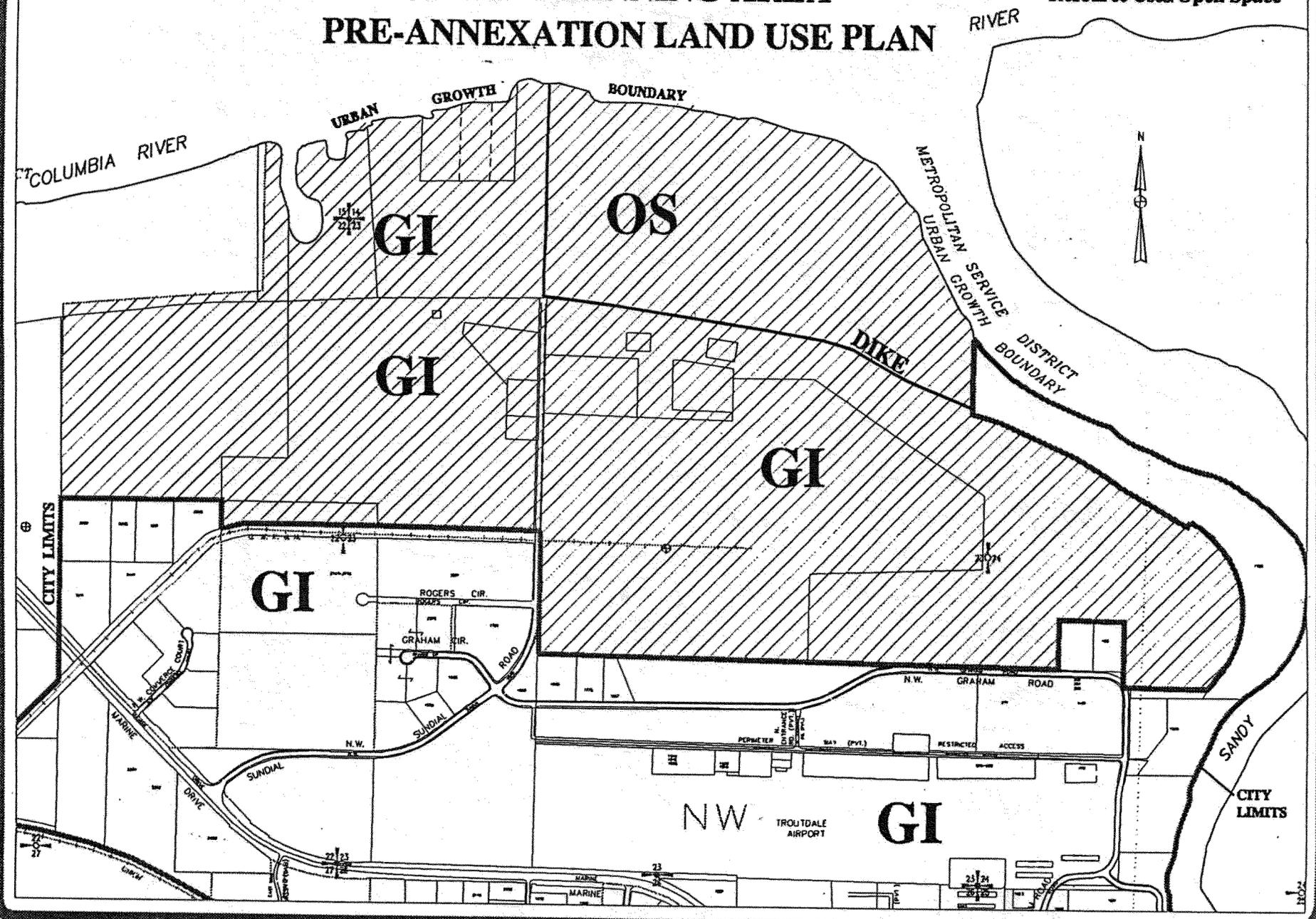
19  
20   
21 Debbie Stickney, Acting City Recorder  
22 Adopted: 3-9-99  
23

1000 FT

# CITY OF TROUTDALE URBAN PLANNING AREA PRE-ANNEXATION LAND USE PLAN

**Land Use Plan/Zong Designation**

I/GI Industrial/General Industrial  
 OS/NR / OS Open Space and Natural Resource Uses/Open Space



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RESOLUTION NO. 1427

A RESOLUTION RECOMMENDING TO MULTNOMAH COUNTY BOARD OF COMMISSIONERS SPECIFIC ZONING AND LAND USE DESIGNATIONS FOR LAND WITHIN THE SOUTHERN PORTION OF TROUTDALE'S URBAN PLANNING AREA (UPA).

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. The Citizen Advisory Committee met on October 28, 1998 to review and discuss specific zoning and land use designations for each parcel of land within the UPA and forwarded a recommendation to the Planning Commission.
2. The Planning Commission held a public hearing on January 27, 1999, and reviewed the CAC's recommended pre-annexation land use plan for lands within the UPA and has forwarded a recommendation to the City Council.
3. The City Council held a public hearing on February 23, 1999 to provide opportunity for public comment.
4. The City Council is now satisfied that this matter has been adequately considered;

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE:

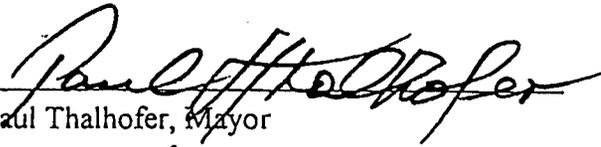
Section 1: The Council adopts the following findings of fact.

1. In 1978, the Department of Land Conservation and Development adopted the Compliance Acknowledgment rule which required each jurisdiction within an adopted Urban Growth Boundary (UGB) to set forth the means by which a plan for management of the unincorporated areas within the UGB will be implemented. As part of the compliance acknowledgment rule, UPA boundaries were established for the unincorporated areas within the Portland Metro Area UGB.
2. Troutdale's UPA includes those areas under Multnomah County's planning jurisdiction in which the City maintains a mutual planning interest and has planned for extension of services once annexed into the city limits.
3. The City of Troutdale has entered into an Urban Planning Area agreement with Multnomah County which designates Troutdale as the provider of land use planning services for all unincorporated areas within its designated UPA boundary. As part of this agreement, the City of Troutdale will be recommending to the Multnomah County Board of Commissioners specific zoning and land use designations for each parcel of land within the UPA.

1 4. The applicable policies of Troutdale's Comprehensive Land Use Plan, pertinent sections of  
2 the Metro Urban Growth Management Functional Plan, and other applicable regulations  
3 served as guidelines in determining the most appropriate land uses within Troutdale's UPA.  
4

5 **Section 2:** Based upon these findings, the City of Troutdale recommends to the Multnomah County  
6 Board of Commissioners specific zoning and land use designations for land within the southern  
7 portion of Troutdale's UPA contained in Attachment A.  
8

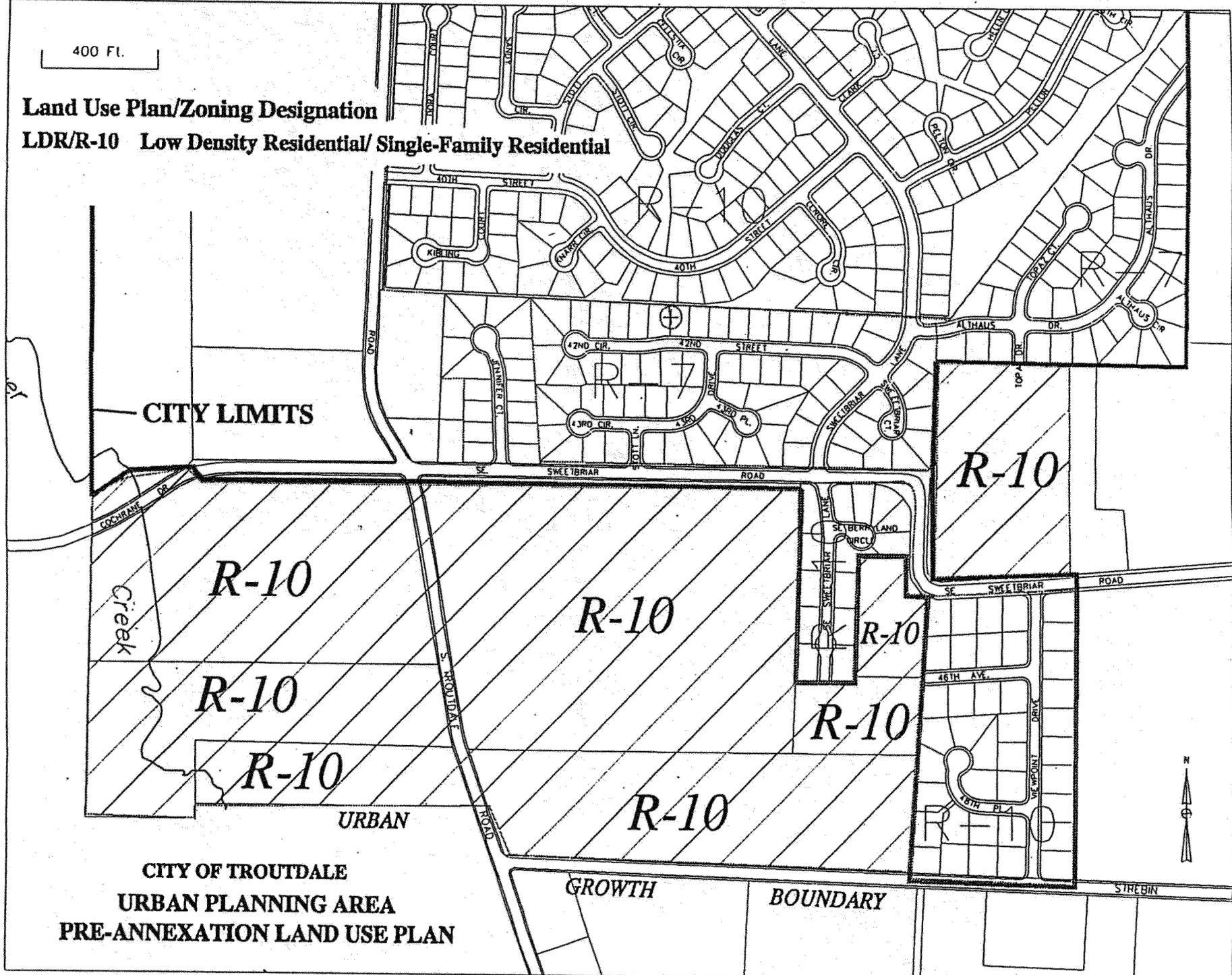
9  
10 YEA: 6  
11 NAYS: 0  
12 ABSTAINED: 0  
13

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15   
16 Paul Thalhofer, Mayor  
17 Dated: 2-25-99  
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20   
21 Debbie Stickney, Acting City Recorder  
22 Adopted: 2-23-99  
23

400 Ft.

**Land Use Plan/Zoning Designation**  
**LDR/R-10 Low Density Residential/ Single-Family Residential**



**CITY LIMITS**

*R-10*

*R-10*

*R-10*

*R-10*

**URBAN**

*R-10*

*R-10*

*R-10*

*R-10*

**CITY OF TROUTDALE**

**URBAN PLANNING AREA**

**PRE-ANNEXATION LAND USE PLAN**

**GROWTH**

**BOUNDARY**



3.180 OPEN SPACE

OS

3.181 Purpose. The purpose of an OS district is to provide and preserve open space areas.

3.182 Applicability. In addition to other areas which may be so zoned by the City, this district shall apply to publicly owned park lands.

3.183 Permitted Uses. The following uses and their accessory uses are permitted in an OS district:

- A. Park or playground.
- B. Picnic grounds.
- C. Wildlife and nature preserves.
- D. Nature trail and/or bikeway.
- E. Other uses similar in nature to those listed above.

3.184 Conditional Uses. The following uses and their accessory uses are permitted in an OS district:

- A. Boat Ramp.
- B. Swimming facility.
- C. Community garden.
- D. Ball field.
- E. Tennis court.
- F. Cemetery.
- G. Other uses similar in nature to those listed above.

3.185 Development Criteria. Development criteria shall include, but are not limited to, the following:

- A. Open space uses shall be compatible with adjacent land uses;
- B. Picnic grounds and parking facilities shall be equipped with trash receptacles;
- C. Open space districts shall be maintained by the City if publicly owned; by the owner(s) if privately owned.

3.170 GENERAL INDUSTRIAL

GI

3.171 Purpose. This industrial district is intended for manufacturing industries, large-scale fabricators, freight and trucking firms, primary metals and lumber, etc., that usually require highway access and/or rail service. These firms usually have a high degree of process visibility and need outdoor storage of materials and products. These industries are likely to create minor air and water pollution, as well as nuisance factors such as noise and odor and the generation of truck, shipping or rail traffic.

3.172 Uses Permitted in the GI Zone.

- A. Any manufacturing, distribution, fabricating, processing or storage use.
- B. Airport and related uses, including airport supportive commercial and industrial uses such as maintenance facilities, hangars, aircraft tie-down, passenger parking, and flight schools.
- C. Freight and trucking firms.
- D. One caretaker's residence; all other residential uses are prohibited.
- E. Administrative offices accessory to permitted industrial uses; all other office uses are prohibited.
- F. Vehicle repair shops.
- G. Public parks, parkways, trails and related facilities.
- H. Utility facilities, major and minor, except for sanitary landfills and transfer stations, sewage treatment plants and lagoons, and telecommunication towers or poles.
- I. Product sales, service and/or display accessory to any manufacturing, fabricating or processing use provided the sales, service and/or display area does not exceed 15 percent of the gross floor area.
- J. Other uses similar in nature to those listed above.

3.173 Conditional Uses. The following uses and their accessory uses are permitted within the GI district as conditional uses:

- A. Child care facilities, kindergartens, and similar facilities in conjunction with a permitted use or an approved conditional use.
- B. Community service uses.
- C. Concrete or asphalt manufacturing plants.

- D. Recycling centers.
- E. Sanitary landfills and transfer stations.
- F. Sewage treatment plants and lagoons.
- G. Telecommunication towers and poles.
- H. Automobile wrecking yards.
- I. Residential dwelling/hanger mixed use when the hanger is served by a taxiway with direct access to the Troutdale Airport Runway. The use shall be subject to the following requirements:
  - 1. Approval from the Port of Portland;
  - 2. Approval from FAA;
  - 3. No separate accessory structures are allowed.
- J. Other uses similar in nature to those listed above.

3.174 Dimensional Standards.

A. Setbacks.

- 1. Front, Side and Rear Yard Setbacks: None unless the property abuts a parcel of land in a more restrictive manufacturing district, or a commercial district, in which case the requirements of the abutting property shall apply.
- 2. Additional Setback Requirements: If any use in this district abuts or faces any residential zoning district a setback of fifty (50) feet on the side abutting or facing the residential or apartment district shall be required.
- 3. Setbacks for Insufficient Right-of-Way: Setbacks shall be established when a lot abuts a street having insufficient right-of-way width to serve the area. The necessary right-of-way widths and the setback requirements in such cases shall be based upon the Comprehensive Plan and applicable ordinances and standards.

- B. Height Restrictions. The maximum height for any structure shall be forty-five (45) feet.

3.175 Additional Requirements.

- A. Design Review and landscaping is required for all uses in the GI district.

- B. All lots shall have frontage or approved access to public streets, public water, and public sewer before development is allowed.
- C. Off-street parking spaces shall be provided in accordance with the requirements of Chapter 9.

3.020 SINGLE-FAMILY RESIDENTIAL. R-10

3.021 Purpose. This district is intended primarily for single-family dwellings in a low-density residential neighborhood environment.

3.022 Permitted Uses. The following uses and their accessory uses are permitted in the R-10 district:

- A. Single-Family dwellings (detached).
- B. Single-Family dwelling (zero lot line or attached) when each dwelling unit is situated on an adjoining but separate lot of record, provided the base density is not exceeded.
- C. Manufactured dwelling
- D. Residential Home (ORS 197.660 [2]; ORS 443.400-443.825).
- E. Parks and Playgrounds.
- F. Utility Facilities, minor.
- G. Bed and breakfast inns subject to the provisions of Chapter 5.500.
- H. Other uses similar in nature to those listed above.

3.023 Conditional Uses. The following uses and their accessory uses are permitted as conditional uses in the R-10 district:

- A. Community Service Uses.
- B. Golf courses (excluding miniature golf courses or driving ranges).
- C. Two-family dwellings (duplex) at intersections of any two streets of at least neighborhood collector status and with frontage on one street. Lot size must comply with R-10 requirements.
- D. Nursing homes and homes for the aged.
- E. Utility Facilities, major.
- F. Other uses similar in nature to those listed above.

3.024 Lot Size And Dimensional Standards.

- A. Lot Size, Width, Depth and Frontage:
  - 1. Minimum Lot Size: Ten thousand (10,000) square feet.

2. Minimum Average Lot Width: Seventy (70) feet and seventy (70) feet wide at the building line.
3. Minimum Average Lot Depth: One hundred (100) feet.
4. Minimum Lot Frontage: Twenty (20) feet.

B. **Setbacks:**

1. Front Yard Setback: Minimum of twenty (20) feet.
2. Side Yard and Street Side Yard Setback: Minimum of ten (10) feet.
3. Rear Yard Setback: Minimum of twenty (20) feet.
4. Projections into Setbacks: See Chapter 5.020.
5. Accessory Buildings in Setback Areas: See Chapter 5.010.

- C. Height Limitations. The maximum height of a structure shall be thirty-five (35) feet.

3.025 Additional Requirements.

- A. Design Review and landscaping required for all uses except single-family residential uses.
- B. All lots in this district shall have frontage or approved access to public streets, public water and public sewer before construction shall be permitted.
- C. Off-street parking spaces shall be provided in accordance with the requirements of Chapter 9.
- D. All single family dwellings, including manufactured dwellings, shall utilize at least two of the following design features:
  1. dormers
  2. recessed entries
  3. cupolas
  4. bay or bow windows
  5. window shutters
  6. off-sets on building face or roof (minimum 12"0
  7. gables
  8. covered porch entry
  9. pillars or posts
  10. eaves (minimum 6")

11. tile or shake roof
12. horizontal lap siding

**F. Manufactured dwellings shall comply with the following standards:**

1. Be multi-sectional and enclose a space of not less than 1,000 square feet.
2. Foundations for manufactured homes shall comply with current OAR regulations. Homes shall be placed on an excavated and back-filled foundation and enclosed at the perimeter such that the manufactured home is located not less than eight inches nor more than twelve inches above grade.

If the manufactured home is placed on a basement, the twelve (12) inch limitation shall not apply.

3. The manufactured home shall have a pitched roof. The minimum slope shall be not less than a nominal three feet in height for each twelve feet in width.
4. The manufactured home shall have exterior siding and roofing which in color, material and appearance is similar to the exterior siding and roofing material commonly used on residential dwellings within the community or which is comparable to the predominant materials used on surrounding dwellings as determined by the Director.
5. The manufactured home shall be certified by the manufacturer to have an exterior thermal envelope meeting performance standards which reduce levels equivalent to the performance standards required for single-family dwellings constructed under the state code as defined in ORS 455.010.
6. The manufactured dwelling shall have a garage constructed of like materials where such is consistent with the predominant construction of immediately surrounding dwellings.
7. The towing tongue, axles, wheels and traveling lights shall be removed from the manufactured home when installed or within thirty (30) days of delivery to site.
8. The manufactured home shall not be sited adjacent to any structure listed on the Register of Historic Landmarks and Districts or a structure designated CR, community resource, by the City of Troutdale.

9. The manufactured home shall be connected to the City's public water supply and public sewer.
10. If the manufactured home is removed from its foundation, the owner shall either replace the manufactured home with another approved manufactured home or remove the foundation, manufactured home accessory structures and other structures on the property and disconnect sewer, water and other utilities within thirty days. If the owner fails to perform the work within 30 days, the City may make the removal and disconnection and place a lien against the property for the cost of the work.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**ORDINANCE NO. \_\_\_\_\_**

An Ordinance Amending Multnomah County Code Chapter 11.10, County Comprehensive Framework Plan, Community Plans, Rural Area Plans, Sectional Zoning Maps, And County Zoning Code Chapters To Adopt Troutdale's Zoning Code, Comprehensive Plan & Maps And Community Plans

(~~Struckthrough~~ language is deleted; double-underlined language is new.)

**The Multnomah County Board of Commissioners Finds:**

- a. The Board of County Commissioners adopted Resolution A in 1983 which directed the County services towards rural services rather than urban.
- b. In 1996, Metro adopted the Functional Plan for the region, mandating that jurisdictions be in compliance with the goals and policies adopted by the Metro Council.
- c. In 1998, the County and the City of Troutdale (City) amended the urban services agreement to include an agreement that the City of Troutdale would provide planning services to achieve compliance with the Functional Plan for those areas outside the City limits, but within the urban growth boundary and urban service boundary of Troutdale.
- d. In 1998, the City and the County began a series of public meetings and developed a proposal to achieve compliance with the Functional Plan.
- e. On April 5, 1999, a public hearing was held before the Multnomah County Planning Commission on the proposal, and the Planning Commission forwarded a recommendation to the Board of County Commissioners for acceptance of the proposal.
- f. Direct mail notice, in compliance with ballot measure 56 was sent prior to the April 5, 1999 public hearing before the Multnomah County Planning Commission and before the January 24, 2002 public hearing before the Board of County Commissioners.
- g. On January 24, 2002, the Multnomah County Board of Commissioners conducted a public hearing on the first reading of this ordinance relating to City of Troutdale and County compliance with Metro's Functional Plan.

**Multnomah County Ordains as follows:**

**Section 1.** The County Comprehensive Framework Plan, Community Plans, Rural Area Plans, Sectional Zoning Maps, and Zoning Code Chapters are amended to include:

- A. City of Troutdale Zoning Code
- B. The Troutdale Comprehensive Plan
- C. The Troutdale Comprehensive Plan Maps
- D. The amended zoning maps attached

**Section 2.** MCC Chapter 11.10 is amended by the addition of the following subsection:

**11.10.360 Replacement of portions of Community Plans with City of Troutdale Comprehensive Plans, Zoning Maps, and Codes.**

(A) The County Comprehensive Framework Plan, and Community Plans, Rural Area Plans, Sectional Zoning Maps, and Multnomah County Zoning Code Chapters are amended to include:

- (1) City of Troutdale Zoning Code
- (2) The Troutdale Comprehensive Plan
- (3) The Troutdale Comprehensive Plan Maps
- (4) The amended zoning maps attached.

(B) Those portions of unincorporated Community Plans that lie within the City of Troutdale Urban Services Boundary are repealed and replaced by the respective City of Troutdale Comprehensive Plan and Community Plans.

(C) Land use codes and zoning maps implementing the County Community Plans are also replaced for those urban areas by the City of Troutdale Zoning Code and maps adopted by reference in those Ordinances.

**Section 3.** In accordance with ORS 215.427(3), the changes resulting from Sections 1 and 2 of this ordinance shall not apply to any decision on an application that is submitted before the effective date of this ordinance and that is made complete prior to the effective date of this ordinance or within 180 days of the initial submission of the application.

**Section 4.** In accordance with ORS 92.040(2), for any subdivisions for which the initial application is submitted before the effective date of this ordinance, the subdivision application and any subsequent application for construction shall be governed by the County's land use regulations in effect as of the date the subdivision application is first submitted.







Dan Noelle  
Sheriff

# MULTNOMAH COUNTY Sheriff's Office

501 SE Hawthorne Blvd., Suite 350  
Portland, OR 97214  
(503) 988-4300 phone  
(503) 988-4500 TTY  
(503) 988-4320 Fax  
[www.sheriff-mcso.org](http://www.sheriff-mcso.org)

January 11, 2002

Deborah L. Bogstad  
Board Clerk  
501 SE Hawthorne, Suite 600  
Portland OR 97214

RE: County Chair Interim Designee

In accordance with County Charter Section 4.50 (3) and Multnomah County Code Chapter 5.005, I have designated Pieter Van Dyke as Interim Sheriff should I have to leave my office for any reason. As this section states, Pieter Van Dyke would take over my position on an interim basis until a new Sheriff is appointed or elected. Pieter Van Dyke is qualified to be Sheriff pursuant to ORS 206.015.

Sincerely,

DAN NOELLE,  
Sheriff

Cc: Board of County Commissioners

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. \_\_\_\_\_

Confirming Designation for Interim Multnomah County Sheriff

**The Multnomah County Board of Commissioners Finds:**

- a. Multnomah County Charter Section 4.50(3) and Multnomah County Code 5.005 require elected officials to designate an interim occupant to serve until a vacancy is filled by election or appointment.
- b. In compliance with MCC 5.005(B)(1), Multnomah County Sheriff Dan Noelle designates Pieter Van Dyke as interim occupant of that office in the event of a vacancy.
- c. Pieter Van Dyke meets the qualifications of Sheriff required by ORS 206.015.

**The Multnomah County Board of Commissioners Resolves:**

The Board confirms the designation of Pieter Van Dyke to serve as interim occupant for Multnomah County Sheriff in the event of a vacancy in that office.

ADOPTED this 24th day of January, 2002.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Thomas Sponsler, County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 02-011**

Confirming Designation for Interim Multnomah County Sheriff

**The Multnomah County Board of Commissioners Finds:**

- a. Multnomah County Charter Section 4.50(3) and Multnomah County Code 5.005 require elected officials to designate an interim occupant to serve until a vacancy is filled by election or appointment.
- b. In compliance with MCC 5.005(B)(1), Multnomah County Sheriff Dan Noelle designates Pieter Van Dyke as interim occupant of that office in the event of a vacancy.
- c. Pieter Van Dyke meets the qualifications of Sheriff required by ORS 206.015.

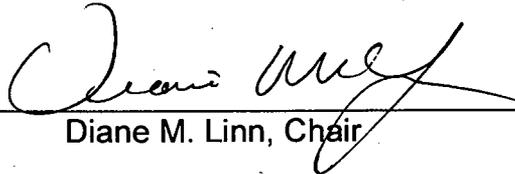
**The Multnomah County Board of Commissioners Resolves:**

The Board confirms the designation of Pieter Van Dyke to serve as interim occupant for Multnomah County Sheriff in the event of a vacancy in that office.

ADOPTED this 24th day of January, 2002.

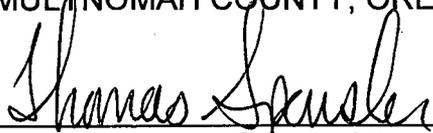


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
\_\_\_\_\_  
Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
\_\_\_\_\_  
Thomas Sponsler, County Attorney

#1

SPEAKER SIGN UP CARDS

DATE JAN. 24, 2002  
NAME Steve Weiss  
ADDRESS 2727 SE 16th Ave  
Portland, OR 97202  
PHONE 503-232-5043  
SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC R-7 Est. Dept. of Human Services  
GIVE TO BOARD CLERK

#2

SPEAKER SIGN UP CARDS

DATE 1-24-02  
NAME FRAN LANDFAIR  
ADDRESS 1731 NE KLICKITAT  
PORT, ORE 97212  
PHONE 503-288-0324  
SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC MERGER ORDANCE  
GIVE TO BOARD CLERK ADS  
R-7

MEETING DATE: January 24, 2002  
AGENDA NO: R-7  
ESTIMATED START TIME: 10:17 AM  
LOCATION: Boardroom 100

(Above Space for Board Clerk's use only)

**AGENDA PLACEMENT FORM**

SUBJECT: Ordinance Establishing Department of Human Services

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: Thursday, January 24, 2002  
AMOUNT OF TIME NEEDED: 15-30 minutes

DEPARTMENT: Non-Departmental DIVISION: Chair's Office

CONTACT: John Ball TELEPHONE #: (503) 988-3958  
BLDG/ROOM #: 503/600

PERSON(S) MAKING PRESENTATION: Chair Linn, John Ball, Jim McConnell, Invited Others

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

SUGGESTED AGENDA TITLE:

*First Reading of an ORDINANCE Amending MCC Chapters 23 and 3 and Deleting MCC Chapter 25 to Establish the Department of Human Services by Consolidating and Abolishing the Department of Aging and Disability Services and the Department of Community and Family Services, and Declaring an Emergency*

SIGNATURES REQUIRED:

ELECTED OFFICIAL: *Diane M. Linn*

(OR)  
DEPARTMENT MANAGER: \_\_\_\_\_

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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



## Diane Linn, Multnomah County Chair

Suite 600, Multnomah Building  
501 SE Hawthorne Boulevard  
Portland, Oregon 97214-3587  
Email: [mult.chair@co.multnomah.or.us](mailto:mult.chair@co.multnomah.or.us)

Phone: (503) 988-8308  
FAX: (503) 988-3093

### **SUPPLEMENTAL STAFF REPORT**

**TO:** Board of County Commissioners

**FROM:** John Ball, Chief Operating Officer

**DATE:** January 14, 2002

**RE:** Amending MCC Chapters 23 and 3 and Deleting MCC Chapter 25 to Establish the Department of Human Services by Consolidating and Abolishing the Department of Aging and Disability Services (ADS) and the Department of Community and Family Services (DCFS), and declaring an Emergency.

#### **1. Action Requested:**

This ordinance reorganizes and merges the services provided by DCFS and ADS into one new department to increase efficiency and organizational effectiveness. The new department is to be called the Department of Human Services. The ordinance lists the functions, committees and legal entities associated with these functions.

#### **2. Analysis:**

In 1995, DCFS, ADS and DCJ were three divisions under the Department of Social Services. Ordinance 818 gave departmental status to the divisions and made them into the Department of Community and Family Services, Department of Aging Services, and the Department of Juvenile Justice Services. In subsequent years, ADS and DCJ were further modified to become the Aging and Disability Services Department and the Department of Community Justice.

The Department of Community and Family Services (DCFS) was established in 1995 (Ordinance 818). Its functions included: comprehensive integrated delivery of community, youth and family services combining resources in health care, public safety, mental health, alcohol and drug treatment, gang intervention, prevention of child abuse and housing and community

development services. DCFS also included the Mental Health Advisory Committee and a Citizen Budget Advisory committee.

Aging and Disability Services Department (ADS) was last modified in 1997 (Ordinance 885). Its functions were to provide social and health services relating to the needs of senior citizens and some persons with disabilities. ADS also included the Office of the Public Guardian and a Citizen Budget Advisory committee.

The new Department of Human Services will assume the responsibilities of both these departments except for DCFS services relating to community schools partnerships which will be transferred to the new Office of Community School Partnership.

Benefits and strengths associated with this merger include: improved coordination of services to clients, better systems-level analysis; improved client level case management; increased efficiencies in contracting; improved coherence in contract outcomes for contractors; increased span of control and communication among managers; better planning and service delivery for persons with disabilities who need social supports; increased efficiencies and simplification of service delivery and administration in general as well as specifically with mental health; better alignment of service delivery to create a wider range of service options; increased opportunities for building prevention and early intervention strategies for people with disabilities.

Nearly 80% of ADS clients apply for Medicaid eligibility, allowing them mental health coverage under Verity. The same is true for Developmental Disabilities--making a merger seem like a natural fit for seamless, consumer-focused service. With fewer barriers on where the money is spent on the consumer, the holistic needs of a person are better served.

The new DHS will have approximately 700 FTEs \$200M in budget (\$27M in General fund) and about 20 facilities.

### **3. Financial Impact:**

This ordinance is revenue neutral at this point. In the next few months as the two department functions are further analyzed, there will be some administrative savings that can be used to offset General Fund reductions in the upcoming fiscal year or be allocated to program services or to strengthen the departmental infrastructure.

Formal combination of the two departments' budgets will occur in the FY 2003 adopted budget. Integration of the budgets during the budget development process is the most prudent, time efficient and cost effective means of accomplishing the merger.

#### **4. Legal Issues:**

The legal issues are addressed in the ordinance.

#### **5. Controversial Issues:**

Combining the two departments will require an analysis and development of a new seniority list for the new department. Changes in seniority status may cause concern from a number of employees, especially if layoffs are a necessity as a result of the County and State financial situation.

#### **6. Link to Current County Policies:**

This ordinance should positively contribute to three benchmarks: Reducing Poverty, Increasing Health Access and Increasing Good government. This merger into a new department should enable more efficient policy, planning and evaluation changes related to these benchmarks. Poverty remains a benchmark owned by several departments. This merger gives DHS a chance to reorganize internally and also to strengthen its connections with other departments and the new OCSP also seeking to reduce poverty. OCSP will connect families to a poverty related services (among others) from a school door. The Health Department connects families through a health door. DHS will connect families who don't use these doors but still need access to poverty and other services.

#### **7. Citizen Participation:**

This ordinance establishes a Mental Health Advisory Committee as required by State law (MHAC). The MHAC is comprised of four county advisory councils dealing with mental and emotional disabilities, chemical dependency, developmental disabilities, and child and adolescent mental health.

The ordinance establishes a new Citizen Budget Advisory Committee (CBAC) for the department made up of representatives from the Disability Services Advisory Council, the Elders in Action Commission Leadership Team, the Adult Mental Health Services Advisory Council, the Children Mental Health Services Advisory Committee and the Development Disability Advisory Council. The ordinance specifies that one of the members of the department's CBAC will be selected by the CBAC to serve on the Central Citizen Budget Advisory Committee.

#### **8. Collaboration:**

Creation of this department will enhance the possibility of functional collaboration of programs which are related and which were in separate departments. It will also enhance the possibility of cross-departmental collaboration among existing departments in the County because of the reduction in the number of departments.

**BOGSTAD Deborah L**

---

**From:** LINN Diane M  
**Sent:** Wednesday, January 23, 2002 2:43 PM  
**To:** # ADS ALL; #ALL DCFS USERS  
**Subject:** Department Merger

To provide department employees with more details regarding the merger of DCFS and ADS, I wanted to inform you directly that the Board of County Commissioners will be hearing the first reading of the ordinance to merge the Department of Community and Family Services with Aging and Disability Services during Thursday morning's regular Board Meeting.

The Board Agenda is available on the Board Clerk's website at <http://www.co.multnomah.or.us/cc/agenda.html> and if you would like copies of the handouts please contact the Board Clerk, Deb Bogstad, directly at [deborah.l.bogstad@co.multnomah.or.us](mailto:deborah.l.bogstad@co.multnomah.or.us) [deborah.l.bogstad@co.multnomah.or.us](mailto:deborah.l.bogstad@co.multnomah.or.us).

If you would like to listen to tomorrow's Board meeting live, you can do so by dialing internally extension 26166. You may also view the Board meeting live via the web at <http://www.co.multnomah.or.us/cc/board.html>.

The department mergers and the creation of the new Office of School and Community Partnerships are part of the County's continual effort to streamline our organization and align services that together serve many families in Multnomah County.

The impact to employees as a result of the merger will be minimal and our service delivery and programming will not be hindered or significantly altered at this time.

If you have any questions please feel free to contact my office. We are eager to answer any questions you may have and support you during this time of change.

Diane Linn  
Chair

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. \_\_\_\_\_

Amending MCC Chapters 23 and 3 and Deleting MCC Chapter 25 to Establish the Department of Human Services by Consolidating and Abolishing the Department of Aging and Disability Services and the Department of Community and Family Services, and Declaring an Emergency.

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

**Multnomah County Ordains as follows:**

**Section 1.** MCC §§ 23.001, 23.101, 23.102 and 23.103 are amended as follows:

**CHAPTER 23 HUMAN SERVICES**

**23.001 Human Services Department.**

The Department of Human Services is created. The head of the department is the Director of the Human Service Department (director). The director must appoint and the Board will approve a community mental health program director who will perform the duties prescribed by state law. The department is assigned the following functions:

- (A) Adult mental health services;
- (B) Child and adolescent mental health services;
- (C) Developmental disability services;
- (D) Community mental health services;
- (E) Alcohol and drug treatment services;
- (F) Senior services;
- (G) Disability services;
- (H) Public Guardian;

(I) Adult Care Home program, and

(J) Domestic violence program.

### **23.101 Mental Health Advisory Committee**

(A) As required by state law, there is a Mental Health Advisory Committee.

(B) The committee performs the following:

(1) Advises the local mental health authority and the community mental health and developmental disability program director on community needs and priorities for services and assists in planning, review and evaluation of services, and

(2) Participates with other agencies, groups and interested persons in the promotion of community awareness of mental health and developmental disability needs and services.

### **23.102 Membership.**

(A) *Members.* The mental health advisory committee (committee) is comprised of the membership of four county advisory councils:

- (1) mental and emotional disabilities;
- (2) chemical dependency;
- (3) developmental disabilities; and
- (4) child and adolescent mental health.

(B) *Residency required.* All members of the above advisory councils must reside or work in the county.

(C) *Terms.* Terms of members are determined in accordance with the bylaws of each program area advisory council.

(D) *Compensation.* Members receive no compensation for serving on the committee or council.

(E) *Resignation.* The procedure for resignations will be determined in accordance with the bylaws of each program area advisory council.

(F) *Vacancies.* Nominations to fill vacancies on the advisory councils will be submitted from the four program area councils in accordance with their bylaws for appointment by the Chair with approval of the Board.

### **23.103 Meetings.**

(A) *Regular meetings.* Regular meetings of each of the four program area advisory councils comprising the mental health advisory committee must be held at least quarterly.

(B) *Special meetings.* At the request of the mental health authority, or any of the four program area advisory council chairs, an ad hoc meeting of the chairs may be convened to consider cross-program issues or to serve as the single contact point to fulfill state requirements.

(C) *Communications.* All four chairs will receive all minutes and communications from the other advisory councils comprising the mental health advisory committee. The department will notify subsequent chairs who takes office of their council's identification as part of the mental health advisory committee and their ad hoc responsibilities with the other advisory council chairs.

(D) *Quorum.* Requirements for a quorum will be determined in accordance with the bylaws.

(E) *Conduct of meetings.* The current edition of Roberts Rules of Order governs all meetings of the committee and its standing or special committees, to the extent they are consistent with council bylaws.

(F) *Notice.* The committee will comply with the requirements of the state public meetings law.

**Section 2.** MCC §25.100 is deleted and §§ 25.101 and 25.203 are renumbered and amended as follows:

### **25.10123.501 Office Of Public Guardian and Conservator.**

(A) The office of public guardian and conservator is established within the department.

(B) The department director appoints the public guardian and conservator (public guardian) who must be bonded as provided by state law.

(C) The public guardian has the powers and duties assigned by state law and retains final responsibility for all office decisions regarding the care and safety of protected persons.

(D) The public guardian may delegate duties to assistant public guardians and conservators and other staff.

## ADULT CARE HOMES

### ~~25.203~~23.603 Definitions.

For the purpose of this subchapter, the following definitions apply unless the context requires a different meaning.

**ACTIVITIES OF DAILY LIVING (ADL).** Those personal functional activities required by an individual for continued well-being, including eating/nutrition, dressing, personal hygiene, mobility, toileting, and behavior, including medication and money management.

**ADULT CARE HOME.** Any home or facility that provides residential care for compensation to five or fewer persons who are not related to the operator by blood, adoption, or marriage.

**ADULT CARE HOME PROGRAM (ACHP).** The regulatory program of the department that oversees the enforcement of ACHP rules in adult care homes in Multnomah County.

**BOARD** The operator's provision of meals on a predictable or regular basis.

**CARE.** The assistance with activities of daily living, such as bathing, dressing, grooming, bowel and bladder control, or behavior management, except that assistance with self-medication is not considered care.

**CAREGIVER.** Any person responsible for providing, care or services to residents of an adult care home under the jurisdiction of the ACHP.

**COMPENSATION.** Payments in cash, in kind, or in labor, by or on behalf of a resident to an operator or common fund in exchange for room, board, care or services, including any supervision, care and services specified in the care plan. **COMPENSATION** does not generally include the voluntary sharing of expenses between or among roommates.

**DIRECTOR.** The director of the human services department.

**DISABILITY.** Any physical, psychological, or cognitive impairment that limits the person in one or more of the activities of daily living.

**ELDERLY PERSON.** Any person age 65 or older who is in need of care.

**HUMAN SERVICES DEPARTMENT.** The department of the county government, which is responsible for the provision of services, including Medicaid services, to elderly persons and some persons with disabilities.

**LICENSED ADULT CARE HOME.** A facility, which has been inspected and approved by the Adult Care Home Program.

**OPERATOR.** The person licensed by the adult care home program to operate the adult care home who has overall responsibility for the provision of residential care, who meets the standards outlined in the administrative rules, and who has been approved by the ACHP.

**OWNER.** Any person with any legal or equitable interest in, and with the right or power of control over, the physical structure of an adult care home.

**RESIDENT.** Any person who is receiving room, board, care, or services for compensation in an adult care home.

**RESIDENT MANAGER.** A person employed by the adult care home operator and approved by the ACHP who lives in the home, is responsible for the daily operation of the home and care given to residents, and who must comply with the ACHP rules.

**ROOM AND BOARD.** The provision of meals and a place to sleep for compensation to persons who do not need ADL care.

**Section 3.** MCC §§ 25.200 through 25.999 are renumbered as follows:

- ~~25.200~~23.600\*      **ADULT CARE HOMES - PART 1: GENERAL PROVISIONS**
- ~~25.200-23.600-~~      **Title; Area Of Application.**
- ~~25.201~~23.601      **Findings.**
- ~~25.202~~23.602      **Purpose.**
- ~~25.203~~23.603      **Definitions.**
- ~~25.204~~23.604      **Residents' Bill Of Rights.**
- ~~25.205~~23.605      **License Required; Application.**
- ~~25.206~~23.606      **License.**
- ~~25.207~~23.607      **License Fee.**
- ~~25.208~~23.608      **License Not Transferable.**
- ~~25.209~~23.609      **Standards For Operation.**
- ~~25.210~~23.610      **Inspections.**
- ~~25.211~~23.611      **Complaints.**
- ~~25.212~~23.612      **Sanctions.**
- ~~25.213~~23.613      **Institution Of Legal Proceedings.**
- ~~25.214~~23.614      **Appeals And Hearings Review.**
- ~~25.215~~23.615      **Civil Cause Of Action.**
- ~~25.216~~23.616      **Intergovernmental Agreements.**
- ~~25.217~~23.617      **Administration And Enforcement.**

**25.25023.650\* ADULT CARE HOMES - PART 2: ADOPTION OF ADMINISTRATIVE RULES**

- 25.25023.650- Initiation Of Rule Adoption.**
- 25.25123.651 Approval Of Form; Filing.**
- 25.25223.652 Contents Of Notice Of Intent To Adopt.**
- 25.25323.653 Publication Of Notice.**
- 25.25423.654 Review And Comment Period.**
- 25.25523.655 Rule Adoption.**
- 25.25623.656 Postponement Of Action.**
- 25.25723.657 Request For Public Hearing.**
- 25.25823.658 Notice Of Public Hearing; Contents.**
- 25.25923.659 Notice Of Public Hearing; Publication.**
- 25.26023.660 Public Hearing; Action On Rule; Filing.**
- 25.26123.661 Appeal To The Board.**
- 25.26223.662 Appeal Request; Contents.**
- 25.26323.663 Commissioner Request For Review.**
- 25.26423.664 Hearing Date.**
- 25.26523.665 Notice Of Appeal Hearing.**
- 25.26623.666 Hearing Procedure.**
- 25.26723.667 Temporary Rules.**
- 25.26823.668 Requirements For Temporary Rules.**
- 25.26923.669 Effective Date Of Temporary Rule.**
- 25.27023.670 Duration Of Temporary Rule.**
  
- 25.99923.999 Penalty.**

**Section 4.** MCC §§ 3.301 and 3.306 are amended as follows:

**3.301 Committees Established.**

Citizen Budget Advisory Committees are established for the Department of Human Services, the Department of Management and Business Services, the Department of Juvenile and Adult Community Justice, the Health Department, the Office of Schools and Community Partnerships, the Library, the Sheriff, the District Attorney, the county non-departmental programs. The Library Board functions as the Library Citizen Budget Advisory Committee. The Community Health Council functions as the Health Department Citizen Budget Advisory Committee. The Human Services Citizen Budget Advisory Committee will have representatives of the Disability Services Advisory Council, the Elders in Action Commission Leadership Team, the Adult Mental Health Services Advisory Committee, the Children Mental Health Services Advisory Committee, and the Developmental Disability Advisory Council. The Citizen Budget Advisory Committees advise the Board and all county directors, elected officials, and non-departmental programs. Citizen Budget Advisory Committees will actively participate in county budget development and review, give advice on policy considerations, and participate in operational and strategic planning.

### 3.306 Central Citizen Budget Advisory Committee.

(A) Each Citizen Budget Advisory Committee selects one of its members to serve on the Central Citizen Budget Advisory Committee, ~~except for the Department of Aging and Disability Services where the Disability Services Advisory Council and the Elders in Action Commission Leadership Team shall each select a member to serve as co-representatives.~~

(B) Appointments to the Central Citizen Budget Advisory Committee are for one year.

(C) The Citizen Involvement Committee appoints a member at large who is designated Chair of the Central Citizen Budget Advisory Committee.

(D) The Central Citizen Budget Advisory Committee is a steering committee for the Budget Advisory Committees. It is responsible for coordinating all deadlines, reports and activities of the Citizen Budget Advisory Committee process, providing training for Citizen Budget Advisory Committee members, and reporting its recommendations to the Chair, the Board and the public.

(E) The Central Citizen Budget Advisory Committee must respond to the concerns of the Citizen Budget Advisory Committees and may reflect the concerns of the public at large.

(F) The Central Citizen Budget Advisory Committee is charged with making county-wide recommendations to the Chair, the Board and the public, that may cross departmental lines and affect one or more departments.

(G) The Central Citizen Budget Advisory Committee ~~will~~ receives technical assistance and clerical support from the Citizen Involvement Committee.

**Section 5.** All references to the Departments of Aging and Disability Services and the Department of Community and Family Services within the Multnomah County Code and other county documents must be changed to the Department of Human Services.

**Section 6.** An emergency is declared in that it is necessary for this ordinance to take effect consistent with budget changes that are necessary for the health, safety, and general

welfare of the people of Multnomah County, and this ordinance will take effect on February 1, 2002, under section 5.50 of the Charter of Multnomah County. For budget purposes this ordinance will take effect on July 1, 2002 and will not affect the structure of the 2001-2002 budget.

FIRST READING:

January 24, 2002

SECOND READING AND ADOPTION:

January 31, 2002

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By:

Thomas Sponsler  
Thomas Sponsler, County Attorney

## County Commission Testimony – January 24, 2002

Good morning. My name is Steve Weiss. I'm vice-chair of the Multnomah Disability Services Advisory Council (DSAC) and a member of the Elders in Action Commission. I'm here today to present to you a set of Guiding Principles that the DSAC, the Elders in Action Commission, and the Multi-Ethnic Action Committee (MAC) of ADS have created and endorsed for the merger of ADS and DCFS. The Principles are attached to the copies of my testimony that you should have been given, and I would ask you to follow along with me as I read them. [See attached page]

As you probably realize, Principle #6 assumes that the County will create a Values and Vision Statement specifically applicable to the new Human Services Department. We hope that the group that writes this statement will include members of the DSAC, the Elders in Action Commission and the MAC. I would also add that the Board of Directors of Oregon Advocacy Center, of which I'm president, contributed to the ideas embodied in the Guiding Principles. Thank you for allowing me to present the Principles to you.

## **Guiding Principles for the merger of Multnomah County Aging and Disability Services Department (ADS) and Department of Community and Family Services (DCFS)**

The Multnomah County Disability Services Advisory Council (DSAC), Elders in Action Commission, and the Multi-Ethnic Action Committee (MAC) of ADS have established the following guiding principles for the merger of ADS with DCFS. These principles reflect our view of the historical strengths and models for excellence used by Multnomah County and its community partnerships.

The DSAC, the Elders in Action Commission, and the MAC will use these guiding principles as a yardstick by which to measure excellence built into the design of the merger. We will use these principles in our participation in the design of the new department.

1. The goal and results of the merged organization, its programs, processes, and management is to maximize the autonomy and community stability of the residents of Multnomah County.
2. The services provided by the merged organization will be maintained at current levels or will be enhanced.
3. That the merged organization bases its planning, key management approaches, and evaluation on the input and involvement of advocacy and consumer groups.
4. That the advisory structure of the merged organization includes substantial consumer membership reflecting the make-up of the community and is based on the precept of "nothing about us without us."
5. That the vision and values adopted by Multnomah County for the Mental Health redesign in 2001 serve as the model for the vision and values of the merged organization.
6. That the Values and Vision Statement that is applicable to the newly formed Human Services Department (HSD) be posted and widely publicized in all HSD offices and other service venues for the citizens of Multnomah County.

#1

# SPEAKER SIGN UP CARDS

DATE 1/24/02

NAME TONY HOPSON

ADDRESS 3920 N Kirby  
PDY 97227

PHONE 503-219-1721

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC OSCP

**GIVE TO BOARD CLERK**

# 2

# SPEAKER SIGN UP CARDS

DATE 01-24-02

NAME Jim Francesconi

ADDRESS City of Portland

Commissioner

PHONE \_\_\_\_\_

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC R-8 OSCP

GIVE TO BOARD CLERK

#3

# SPEAKER SIGN UP CARDS

DATE 1-24-02

NAME Marilyn Miller

ADDRESS 4707 SE Hawthorne

Portland

PHONE 503-788-6000

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC Office of School & Community Partnerships

GIVE TO BOARD CLERK

#4

## SPEAKER SIGN UP CARDS

DATE 1-24-02

NAME

PEG MALLOY

ADDRESS

3233 NE SANDY "ACHI"

P/O 97232

PHONE

503 / 282-7744

SPEAKING  
TOPIC

ON AGENDA ITEM NUMBER OR  
TOPIC OF SCHOOLS R-8

GIVE TO BOARD CLERK



**Office of School and Community Partnerships (SCP)**  
**Supplemental Staff Report**

**TO:** Board of County Commissioners

**FROM:** John Rakowitz, Chief of Staff, Office of the Multnomah County Chair  
Lorenzo T. Poe, Acting Director, Office of School and Community  
Partnerships  
Kathy Turner, Director, Commission on Children and Families and  
Community

**DATE:** January 16, 2002

**RE:** Amending MCC to Add a new Chapter 25 to Create the Office of School  
and Community Partnerships, and Declaring an Emergency.

1. Action Requested:

This ordinance reorganizes school, youth, early childhood, family and anti-poverty programs from the director's office and the Division of Community Programs and Partnerships, Department of Community and Family Services (DCFS) into one new Office to increase efficiency and organizational effectiveness. The new organization will be called the Office of School and Community Partnerships (SCP). The ordinance lists the functions, committees and legal entities associated with these functions. The Concept Paper (Appendix A) and Summary Budget (Appendix B) outline the purpose, programs included and the budget in greater detail.

2. Analysis:

A more detailed analysis and description is attached as Appendix A, the Concept Paper for the Office of School and Community Partnerships, and a Summary Budget for the Office, attached as Appendix B.

In the past decade, the County has been increasing its funding, commitment and collaboration in the area of programming and policymaking related to families, youth, children, education, anti-poverty initiatives and partnerships across jurisdictions and with private funders and service providers.

In the last five years, there have been four major reports on the need to align, link, leverage and reconsider spending on children and education. US GAO published *Homelessness: Coordination and Evaluation of Programs Are Essential* (1999) and *At-Risk and Delinquent Youth: Multiple Programs lack Coordinated Federal Effort* (1997); Kathryn Nichols *Readiness to Learn* (1998) and (joined with Dr. Leslie Rennie Hill) *Educational Success for Youth* (2000) benchmark audits are local publications that have similar conclusions on the local front. This emphasis to macro-program or systemically align programs has also been emphasized in analyses of poverty programming. This is a major conclusion in our local *Housing Audit* (1997), Van Le's *Alleviating the Consequences of Poverty and Reducing the Causes of Future Poverty* (1999).

The Office's mandate includes the development, promotion and implementation of principles and best practices for school-community partnerships, early childhood services and supports, poverty, and service alignment for improved outcomes for children and families.

Last May, the Board of County Commissioners passed a resolution to review the current portfolio of county spending in education and children. Resolution 01-071 calls for the development of an inventory and appointment of a task force to develop recommendations to improve the services to children and their families in schools. The Commission on Children and Families and Communities, in conjunction with the new office, will develop the inventory, staff the task force, and develop recommendations for service alignment and delivery improvements. The new Office will review and implement applicable recommendations. In addition, the Office will work to align services and coordinate with partner jurisdiction on early childhood and poverty mitigation supports and services.

This Office will continue to work with other County agencies. Examples of areas for continued and expanded intra-County coordination to benefit families and kids include health (HD), mental health, alcohol and drug services (DHS), affordable housing (DSS-DSCD), Medicaid reimbursement (HD and Federal Financial Participation group), the Student Attendance Initiative (DCJ), and early childhood initiatives (Commission on Children and Families and HD).

The new SCP will have approximately 67 FTEs, about \$30M in budget, with approximately \$15 million in County general fund and \$15 million from other sources.

### 3. Financial Impact:

This ordinance is revenue neutral at this point. In the next few months as the two department functions are further analyzed, material and services, and business services for each entity will be finalized and brought forward in the fiscal year 2002-03 budget. A summary budget is included in Appendix B, which is attached.

4. Legal Issues:

The ordinance has been drafted to comply with the requirements of the County Charter relating to administrative departments (section 6.20) and appointment of department directors (section 6.10(3)).

5. Controversial Issues:

6. Link to Current County Policies:

This ordinance will create a department that should positively contribute to two benchmarks: Reducing Poverty and Increasing School Success.

7. Citizen Participation:

The Commission of Children and Families, through a multi-jurisdictional advisory board, will provide input to the Office on systems and resource issues, and through the Poverty Advisory Committee, which will review anti-poverty programs and budgets.

8. Collaboration:

Partnerships and collaboration is a central strategy for the Office. The purpose of the of the Office is to manage, expand and align services and supports aimed at individuals, children and families in partnership with public schools, local and state governments, businesses, non-profit service providers, foundations and community. To that end, the Office will work in collaboration across jurisdictions, with service providers and with community leaders and neighborhoods.

## APPENDIX A



# **Diane M. Linn, Multnomah County Chair**

Suite 600, Multnomah Building  
501 S.E. Hawthorne Blvd.  
Portland, Oregon 97214

Phone: (503) 988-3308  
FAX: (503) 988-3093  
Email: [mult.chair@co.multnomah.or.us](mailto:mult.chair@co.multnomah.or.us)

## **Office of School and Community Partnerships**

*January 16, 2002*

### **Background**

Multnomah County, the Cities of Portland and Gresham, school districts in Multnomah County, non-profits serving individuals, families, children and youth, and the private sector (businesses, foundations, and individual donors) have longed enjoyed formal and informal relationships in their efforts to promote thriving family environments, invest in early supports and interventions to promote thriving infants and young children, stem the impacts of poverty and enhance student success through education, services, volunteerism, philanthropy and advocacy.

Multiple initiatives from jurisdictions have been started to address emerging crises, new research in best practices, shifts in funding, and changing political leadership. With tax limitations, competing bond and levy measures, declining business and personal income revenues, the time has come to more formally link and systematize the various efforts and strategies.

This paper will provide a foundation for the creation of the **Office of School and Community Partnerships** as a vehicle to align the County's community program and partnership services to individuals, families, youth and children.

### **Purpose**

To manage, expand and align services and supports aimed at individuals, children and families in partnership with public schools, local and state governments, businesses, non-profit service providers, foundations and community members with an emphasis on services and supports to infants and young children, school aged children and youth, and individuals and families impacted by poverty. A priority in the first two years will be to align programs and promote partnerships aimed at school aged children and youth through the County and partner jurisdictions school based and school linked programming.

## **Benchmarks and Indicators**

It is intended that the goals and mission of the Office will be aligned with the key related benchmarks of Multnomah County (Reducing Poverty and School Success), City of Portland, City of Gresham, School Districts, Leaders Roundtable, Schools Uniting Neighborhoods (SUN) Sponsor Group, Early Childhood Care and Education Council, Poverty Advisory Committee and other related entities and organizations.

Indicators will be aligned with current measurements already in use in measuring risk and asset factors in individuals, families, children and young people.

## **Structure and Roles**

Over time, the Office of School and Community Partnerships will become a multi-jurisdictional vehicle link and align an array of services support individuals, families, youth and children. The first priority for expanding multi-jurisdictional collaboration will be directed at school-based and school-linked partnerships, service delivery and alignment. The Office will also address alignment issues related to early childhood services and supports, and services and supports for poverty, including systems of support for homelessness. The Director will report to the Chair's office.

### **Key Roles and Strategies**

The office will have six key strategies and roles to achieve its purpose and goals.

They are:

1. Implementation of standards and best practices
2. Expansion of proven programs and practices
3. Ensuring cultural competency in program delivery
4. Systems alignment, equity and effectiveness across jurisdictions
5. Targeted initiatives and partnerships
6. Collaboration with other jurisdictions and districts on partnership efforts and initiatives

## **Service Mix**

The Office will assume management of all of the supports and services currently part of the Division of Community Programs and Partnerships, with the exception of Domestic Violence. In addition, the Office will also manage the Caring Communities, the Community Building Initiative and the Schools Uniting Neighborhoods Initiative.

As alignment of existing County services will be a key role of the Office, six key school-based and school-linked service delivery programs will be part of the Office. In addition, the adoption of an early childhood framework, together with new state resources and the potential for new local resources create an opportunity to align our system of supports for early childhood, especially as they relate to home visiting programs. The City and County may want to look at

anti-poverty programming systematically, especially services and supports to homeless youth, individuals, families and the development of transitional and permanent housing.

### **Office of School and Community Partnerships Programs**

As a commitment to the alignment of key community, family and school services, the County will initially delegate the management of the following programs to the Office:

#### **School based and linked**

- Caring Communities (not exclusively focused on schools)
- Family Resource Centers (school and community-based)
- Schools Uniting Neighborhoods
- Student Retention and School Support Services
- Touchstone
- Community and Family Service Centers (not exclusively focused on schools)

#### **Community and Family Services, Early Childhood and Anti-Poverty Programs**

- Community and Family Service Centers
- Early Childhood Supports
- Youth Investment System
- Homeless Families supports
- Weatherization and Energy Assistance Programs

#### **Youth Services Programs**

- Youth Employment
- Workforce Development Programs
- Homeless Youth System
- Gang Intervention

### **Relationship of this Office to other County departments and jurisdictions**

#### **Service Linkage**

The Office of School and Community Partnerships will require service linkage with mental health, alcohol and drug, health and juvenile justice services, including the Student Attendance Initiative as they relate to individuals, youth, children and families. As part of its ongoing work, the Office will work with other departments to align the County's service delivery systems.

## **Policy Development, Planning and Evaluation**

The Office of School and Community Partnerships will receive policy direction from the Chair and the Board of County Commissioners of Multnomah County. In addition, we anticipate forming a multi-jurisdictional advisory board to provide input to the Office, the Chair and the Board of County Commissioners, especially on system issues that cross jurisdictional lines, such as program alignment, resource sharing, information sharing, use of space, etc. Policy and planning and staffing of the multi-jurisdictional board, will be provided by and as a part of CCFC as a part of their mission, in cooperation with this Office. Evaluation will be provided in coordination with the County's Evaluation and Research Unit.

## **Initial Staffing and Budget**

A Director will lead the Office. Positions and programs will be budgeted out of existing resources. The budget is approximately \$30,600,000, with approximately 67 FTE. Approximately 40 positions are County employees who deliver services directly through Touchstone, school and community-based Family Resource Centers, and weatherization and energy assistance programs. Other positions manage direct services contracts for SUN, Caring Communities, Family and Community Service Centers, and Student Retention/Support Services, Weatherization and Homeless Youth and Family systems. County and contract delivered direct services equal approximately \$27,500,000 or 90% of the Office's current expenditures.

Funding and personnel for materials and services supports and business services supports will be provided out of existing Community and Family Services resources and will be finalized as the office is started.

Policy, planning and staffing of the multi-jurisdictional board, will be provided by and as a part of CCFC as a part of their mission in coordination with this Office.

## **Deliverables for the Office of School and Community Partnerships**

1. Develop and execute an administrative restructuring plan in alignment with office's policy objectives within the fiscal year 2002/03 constrained budget environment.
2. Participate in the Commission on Children and Families' (CCFC) assessment and development of recommendations for realignment of school-based and school linked services.
3. Review and implement assessment and realignment recommendations in consultation with the Chair's office, Board of County Commissioners, CCFC and affected service providers and partners.
4. In conjunction with the CCFC establish a multi-jurisdictional advisory board. Assist the advisory board in developing solutions the Office can execute and/or assist in executing, that address systems issues associated with support and services for early

childhood, families and individuals in poverty, and school based and linked programming.

5. In conjunction with CCFC and applicable departments, develop and implement realignment recommendations related to early childhood services. Initial emphasis will be on the realignment of home visiting services and integration of the Oregon Children's plan and its resources.
6. Staff the development and execution of new strategies and service delivery models or configurations related to community-delivered poverty programs with an initial specific focus on the supporting the development of an integrated system-wide approach for homeless shelter services in conjunction with the City of Portland partners and other stakeholders.
7. Develop and institute a system of performance standards for culturally competent service delivery. Support and the build the capacity of service delivery systems in order to create a strong and diverse network of culturally competent community-based organizations.
8. Provide a written annual progress report to the Chair's Office and the Board of County Commissioners and other partners and jurisdictions involved in the multi-jurisdictional board (such as CCFC, City Councils, and School Districts).

If you have questions, or need clarification, please do not hesitate to contact the Multnomah County Chair's Chief of Staff, John Rakowitz at 503 988 3308; email: [john.a.Rakowitz@co.multnomah.or.us](mailto:john.a.Rakowitz@co.multnomah.or.us) or Lorenzo T. Poe, Acting Director of the Office of School and Community Partnerships at [lorenzo.t.poe@co.multnomah.or.us](mailto:lorenzo.t.poe@co.multnomah.or.us) or Kathy Turner, Director of Commission on Children and Families at 503 988 3897; email: [kathy.g.turner@co.multnomah.or.us](mailto:kathy.g.turner@co.multnomah.or.us).

APPENDIX B

Office of School and Community Partnerships  
 Budget and Program Movement from DCFS to SCP  
 (Full-Year Budget Based on FY 02 Adopted Budget)

	FTE	Expense Budget	County General Fund	Other Funds
<b>Community Programs &amp; Partnerships</b>				
Division Management <i>(includes M&amp;S and indirect for Division)</i>	9.50	\$1,916,352	\$1,834,150	\$82,202
Youth Investment <i>(Harry's Mother, SARS)</i>	0.15	\$1,349,327	\$753,822	\$595,505
Intervention Services <i>(GIFT, YEEP, Gang Outreach)</i>	1.00	\$646,742	\$367,788	\$278,954
Community Services Admin	2.00	\$117,603	\$0	\$117,603
Family Center System	0.00	\$6,053,344	\$5,136,000	\$917,344
Family Resource Centers <i>(School &amp; Community Based)</i>	9.10	\$757,764	\$364,031	\$393,733
Caring Community <i>(Kelly Community House, see below)</i>	0.00	\$323,134	\$323,134	\$0
Wx/Energy Assistance	8.50	\$5,090,210	\$0	\$5,090,210
Housing/Public Works <i>(Homeless Youth, Homeless Families Facility Based Trans Housing, HOME, E-vouchers, Clearing House, Or Food Bank)</i>	8.00	\$8,685,786	\$2,488,220	\$6,197,566
Touchstone	21.00	\$1,361,210	\$1,254,114	\$107,096
Prevention <i>(Girls Initiative, Student Retention, SEI, Mentoring)</i>	0.00	\$1,706,377	\$1,547,135	\$159,242
Early Childhood <i>(Child Care Network and I&amp;R)</i>	0.00	\$301,500	\$0	\$301,500
<b>From DCFS Director's Office</b>				
SUN Schools	3.00	\$1,301,380	\$651,614	\$649,766
Caring Community	0.00	\$436,795	\$354,563	\$82,232
Community Building	0.00	\$189,557	\$145,650	\$43,907
Leader's Roundtable	0.00	\$11,576	\$11,576	\$0
Move Management Analysts <i>(Larsen &amp; Mack)</i>	1.80	\$136,822	\$136,822	\$0
Move proportional share of budget for M&S	0.00	To Be Determined		
<b>From DCFS Business Services Group</b>				
Move proportional share of budget & funding for support functions <i>(finance, contracts, HR, IT, etc)</i>		To Be Determined *		
<b>Add New Positions</b>				
Department Director & Admin Analyst <i>(Poe &amp; Stewart)</i>	2.00	\$211,187	**	\$0
Add M&S for new positions	<u>approx</u>	<u>\$15,000</u>	**	<u>\$0</u>
<b>Total</b>	<b>66.05</b>	<b>\$30,611,666</b>	<b>\$15,368,619</b>	<b>\$15,016,860</b>

\* Business Services will continue to be provided by DCFS in FY 02. Provision of these services and allocation of resources for FY 03 will be determined as part of the FY 03 budget process.

\*\* Part-year funding for these costs in FY 02 will be done within existing DCFS resources. Aligning resources for these costs and the administrative structure for FY 03 is a deliverable of the new Office and will be incorporated in the FY 03 budget.

**BOGSTAD Deborah L**

---

**From:** LINN Diane M

**Sent:** Tuesday, January 15, 2002 3:53 PM

**To:** #MULTNOMAH COUNTY ALL EMPLOYEES

**Subject:** Announcement Regarding the Office of School and Community Partnerships

I am pleased to welcome back Lorenzo Poe as acting Director of the County's proposed new Office of School and Community Partnerships. Final appointment to the position is expected to be confirmed by the Board on January 31. I am glad that he will continue to lead the County's efforts in supporting children and families. Lorenzo has a long and successful history here at the County of forming effective community partnerships that enhance the lives of so many in our region and I know that he will continue to do great work as head of the new Office.

I also wanted to provide you with a brief summary of the structure and responsibilities of the Office. I will be bringing my proposal creating the new Office to the Board of Commissioners for first reading on Thursday, January 24. The proposal includes moving the majority of programs and services in the Department of Community and Family Services' Community Programs & Partnership Division along with Schools Uniting Neighborhoods and the Caring Communities to the new Office. There are still a few details that need to be worked out, but we will soon have a concept paper available that outlines specifics about the Office.

Thank you all for your patience and support as we continue to go through some substantial structural changes and as always, thank you for the all the work you do.

Diane M. Linn  
Chair

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. \_\_\_\_\_

Amending MCC to Add Chapter 25, School and Community Partnerships, and Declaring an  
Emergency

**Multnomah County Ordains as follows:**

**Section 1.** The Multnomah County Code is amended to add Chapter 25 as follows:

**CHAPTER 25 SCHOOL AND COMMUNITY PARTNERSHIPS**

**§ 25.000\* GENERAL PROVISIONS**

**§ 25.010 Department Established.**

An Office of School and Community Partnerships is created as a department. It manages and coordinates county services to individuals, families, youth and young children. The head of the department is the Director of the Office of School and Community Partnerships.

**§ 25.020 Functions.**

The Office of School and Community Partnerships is assigned the following functions:

- (A) Early childhood services,
- (B) Youth services,
- (C) Family and community resource services,
- (D) Early learning and school achievement programs,
- (E) Services for the homeless, and
- (F) Weatherization and energy assistance services.

**§ 25.030 Service Partners.**

The Office of School and Community Partnerships will work with the following county programs:

- (A) School-based mental health services,
- (B) School-based health clinics,

- (C) Alcohol and drug programs for children,
- (D) Student attendance initiative, and
- (E) County advisory committees and other county departments that provide early childhood, adult and family support services.

**§ 25.040 Commission.**

The Office of School and Community Partnerships will work with the Commission on Children, Families and Community as the Commission develops its plan for children and family services in the county. The Office will implement the parts of the plan that relate to the functions assigned by section 25.020.

**Section 2.** An emergency is declared in that it is necessary for this ordinance to take effect consistent with budget changes that are necessary for the health, safety, and general welfare of the people of Multnomah County, and this ordinance will take effect on February 1, 2002, under section 5.50 of the Charter of Multnomah County. For budget purposes this ordinance will take effect on July 1, 2002 and will not affect the structure of the 2001-2002 budget.

FIRST READING: January 24, 2002

SECOND READING AND ADOPTION: January 31, 2002

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By: Thomas Sponsler  
Thomas Sponsler, County Attorney

November 19, 2001

Dear Commissioners of Multnomah County,

As the County works to conserve resources and at the same time ensure that its programs are reaching the intended populations, I would like to convey my support for school-linked services as the means to achieve these outcomes. The reductions in budgetary allocations at the state, county and local levels should argue persuasively for system integration that can improve efficiency and access to needed services. As a governing council, you should be commended for your visionary thinking in this regard. The immediate fiscal circumstances should promote exploring a more efficient delivery system, one that reduces service fragmentation.

Multnomah County and the City of Portland established a base for implementing this vision through the creation of the Caring Communities and SUN. It should take advantage of these systems to determine what services can be linked to and through our schools. We are realizing through SUN and Project ROY how many more students are served when the services and access points are at the school versus elsewhere in the community. These services are offered typically at the preventive level which should reduce expenditures in the future which increase if problems are permitted to become chronic.

The local school is the appropriate locus for many services. Students and families are quite satisfied and feel comfortable in their local schools, a fact verified each year in the September Gallup polling. There is confidence placed in personnel in local schools that does not extend to larger organizations, known in some instances more for impersonal bureaucracy than service. The Caring Community model holds the capacity for improving service and system integration, but the capacity could be increased with the appropriate infrastructure. The SUN Initiative has expanded discussions among agencies that without its emergence would never have occurred. It also has given us a single lead agency with whom to communicate, a decided advantage that serves everyone better. Admittedly, system integration will take time to develop and mature, but that maturity can be accelerated through the fiscal crisis we are confronting.

I have learned that you are considering the creation of an Office of Community-School Partnerships. Such an office offers an auspicious opportunity for aligning programs more closely. I am intrigued and delighted that you are considering such steps to reduce program fragmentation and increase family and client access to services. If we support the concept of community policing, how similarly important it is for other services to be linked with local neighborhoods as well.

I appreciate your consideration of my thoughts. Please feel free to contact me if you have any questions or would like to discuss this matter further.

Sincerely,

Jim Buck  
Assistant Superintendent

# HOUSING & COMMUNITY DEVELOPMENT COMMISSION

421 S.W. 6th Avenue  
Suite 1100-A  
Portland, Oregon 97204-1966

Date: January 24, 2002

To: County Chair Diane Linn  
County Commissioner Serena Cruz  
County Commissioner Lisa Naito  
County Commissioner Lonnie Roberts  
County Commissioner Maria Rojo de Steffey

Cc: City Commissioner Erik Sten  
Pauline Anderson, Poverty Advisory Committee  
Paul Dagle, Housing and Community Development Commission  
Bill Van Vliet, Housing and Community Development Commission  
Lorenzo Poe, Office of School and Community Partnerships

From: Liv Jenssen, Co-Chair, Advisory Committee on Homeless Issues  
Neal Beron, Co-Chair, Advisory Committee on Homeless Issues

Re: Homeless Services in Multnomah County and the City of Portland

As co-chairs of the Advisory Committee on Homeless Issues (ACHI), a subcommittee of the Housing and Community Development Commission, we have a direct interest in the service delivery design for homeless services in the community. Today, the Board of County Commissioners will be asked to approve an Office of School and Community Partnerships. Included in this proposal is a commitment to a longer process to review how homeless services are provided county-wide. We would like to participate in this process.

We strongly support this examination of homeless services and propose it be done from the client's perspective, that is, we should be asking what happens to the homeless person or family who attempts to receive or does receive homeless services. In addition, we are committed to ensuring that homeless services are provided in a way that ensures maximum access and strong linkages to housing and any support services necessary to maintain that housing. We are pleased that you are not rushing into any immediate permanent changes regarding homeless services and look forward to a thoughtful discussion.

As you know, ACHI's workplan includes the coordination and development of the Multnomah County, City of Portland and City of Gresham Federal McKinney application. This involves working with all four homeless systems: homeless singles, homeless families, homeless youth and domestic violence. McKinney funds play an important role in funding homeless services, but all systems are funded from multiple sources and intersect a variety of other systems. ACHI's membership includes a diverse representation of stakeholders in the homeless services

Telephone: (503) 823-2375

FAX: (503) 823-2387



City of Portland



Multnomah County



City of Gresham

arena, including former consumers, homeless services providers, housing providers, advocates, scholars from academic institutions, a representative from communities of faith, individuals with experience in business, and providers from related systems such as mental health, corrections, alcohol and drug services, employment services, Adult and Family Services, veteran's services and HIV services.

**Last year, in Multnomah County, over 13,000 individuals** (either singles, family members or youth) received homeless services, ranging from a simple exchange with an outreach worker to shelter or housing. We will be providing a report at the end of July summarizing information we have learned over this year about services, needs and gaps, and outcomes, including the number of people who have obtained housing. We welcome the opportunity to be invited back to share with you what we have learned.

Our experience mirrors what many of you already understand; homeless services require improved coordination and a continued move toward universal access. This view has been strongly supported by the community: during a public hearing last June we heard from over 80 people, including consumers of homeless services (families, youth and single adults), providers and advocates, and the majority of them indicated that accessing services was frequently difficult and sometimes impossible. This is particularly important for special needs populations.

Please let us know how we can be helpful in future discussions. You can contact Liv Jenssen at (503) 988-4054 or Neal Beroz at (503) 238-0769 x125 or ACHI lead staff person, Rachael Duke, at (503) 802-8515.



**BOGSTAD Deborah L**

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**From:** MATTIODA Gina M**Sent:** Wednesday, January 23, 2002 11:11 AM**To:** LINN Diane M; ROJO DE STEFFEY Maria; CRUZ Serena M; NAITO Lisa H; ROBERTS Lonnie J**Cc:** SODEN Stephanie A; #ALL CHAIR'S OFFICE; #ALL DISTRICT 1; #ALL DISTRICT 2; #ALL DISTRICT 3; #ALL DISTRICT 4; Amy JOSLIN; Arna HUBBARD; Barbara SIMON; Bob ELLIS; Carol FORD; Cecilia Johnson; Christine Kirk; Christine TEBBEN; Christopher Sample; Cindy GIBBON; Cindy GIBBON; Connie GUIST; Consuelo SARAGOZA; Daniel Brown; Darlene YOUNG; Dave BOYER; Dave Warren; David HOUGHTON; Denise CHUCKOVICH; Don HAUSKINS; Doug MCGILLIVRAY; FRONK Tom R; FULLER Joanne; Gail Parnell; Gary HENDEL; Gary OXMAN; Gary SAWYER; Ginnie COOPER; Ginnie COOPER; Gordon EMPEY; Harold LASLEY; Howard KLINK; Jane SPENCE; Janet WALLINDER; Jim MCCONNELL; Jim ROOD; Joanne FULLER; John ROWTON; Joy BELCOURT; Judy PHELAN; Julie BERGSTROM; Julie Neburka; Karen SCHILLING; Karyne DARGAN; Kathleen TUNEBERG; Kathy BUSSE; Kathy TINKLE; Kathy TREB; Kathy TURNER; Lila WICKHAM; Lillian SHIRLEY; Lisa YEO; Lore JOPLIN; Lyne Martin; Maggie Miller; Mark CAMPBELL; Mary LI; Mary Shortall; MaryAnn STEWART; MCCONNELL Jim; Michael Oswald; Michael SCHRUNK; Pam MINDT; R Wilcox; Rey Espana; Rich SCOTT; Robert HOVDEN; Robert Thomas; SHERIFF; Sheryl Stump; SHORTALL Mary E; Stan GHEZZI; Stephen Pearson; Susan MUIR; Suzanne FLYNN; Thomas Simpson; Thomas Sponsler; TINKLE Kathy M; Tom GUINEY; Tom HANSELL; Tony MOUNTS; Tricia TILLMAN-REARDON; Vanetta ABDELLATIF; Vicki ERVIN; Wanda Yantis; Wendy LEAR; Wendy RANKIN**Subject:** Governor's Office Press Releases.htm

Below is information/news release from the Governor's press conference. PAO will be briefing the BCC Thursday on the elements of the press conference. During his press conference the Governor did propose revenue options, impacts to county services, potential public hearings next week in Salem and other items.

Chair Linn is scheduled to attend the Governor's community meeting at Untied Way. If you have questions, please let us know.

---



FOR IMMEDIATE RELEASE

1/23/2002

January 23, 2002

Contact:

*Bob Applegate*  
(503) 378-6496  
*Jon Coney*  
(503) 378-6169

## **Governor Outlines Budget Cuts And Revenue, Calls For Economic Stimulus Package, School Stabilization Fund**

### **Governor Calls Special Session to Begin February 8**

Facing an \$830 million deficit in the State's budget, Governor John Kitzhaber today proposed a budget rebalance plan that incorporates approximately \$414 million in budget reductions and uses \$181 million of existing resources.

In addition, Kitzhaber proposed three new revenue sources to close the remaining gap and increase the State's ending balance: repeal the income tax cut Ballot Measure 88, which would produce \$133 million; increase beer and wine taxes by five cents a drink, which would produce \$44 million, and increase cigarette taxes by 30 cents a pack, which would produce \$67 million.

Further, Kitzhaber outlined an economic stimulus package that would increase funding for transportation improvement projects, free up lottery bonding for rural infrastructure and increase the State's ability to attract and retain businesses. He also called for creation of a School Stabilization Fund, which would be available for use in future recessions.

Finally, Kitzhaber said he would call the Legislature into special session on Friday, February 8.

"We have three major challenges in front of us," Kitzhaber said. "We must rebalance the budget without doing long term harm to schools, health care, senior citizens, public safety or economic development. We must act now to do what we can to stimulate job growth by assisting businesses and investing in critical public infrastructure. And we must confront the fact that we are one of only three states with no "rainy-day" fund to help tide us over bad economic times."

Governor Kitzhaber's balanced budget proposal would reduce spending by \$414 million over the next 15 months, compared with the Legislature's earlier proposal to cut \$525 million. Specifically, those reductions would be:

- \$112 million or 2.2 percent from K-12 schools;
- \$15.5 million or 3.3 percent from Community Colleges;
- \$44.5 million or 5.5 percent from the Oregon University System;
- \$21 million or 5.8 percent from other education programs;
- \$69.7 million or 2.7 percent from Human Services, such the Oregon Health Plan;
- \$73.1 million or 5.4 percent from Public Safety programs, such as the Oregon State Police and the Oregon Department of Corrections.

The remaining \$78 million in reductions comes from cuts in economic development, transportation, administration, natural resources and consumer services. In the legislative proposal, the university system was cut by an additional \$32 million, including a \$28 million cut to Oregon Health and Sciences University, and Human Services were cut an additional \$48 million.

The \$181 million in existing resources comes from the use of \$131 million in surplus federal funds, \$12.4 million in Department of Revenue collection actions, \$4 million in debt service savings, \$2.5 million in increased federal funds for the Department of Corrections, \$14 million in 911 system surpluses, \$13 million in surplus senior citizen property tax deferral accounts, and \$3.7 million in anticipated land sales.

"Legislative leadership and the working group they appointed have done a great job in moving us closer to an agreement for a balanced budget," Kitzhaber said. "We need to work together to iron-out remaining differences about an acceptable level of State service reductions and about revenue options that are permanent, legally sustainable and don't involve accounting tricks or long-term debt."

"For the long-term financial health of the State and for long-term budget stability, it is important that we produce real revenue options," said Kitzhaber. "I would rather see us reduce programs rather than engage in expensive borrowing or questionably legal raids on trusts such as the Common School Fund." Kitzhaber pointed out that the 1982 Legislature used \$87 million from the State Accident Insurance Fund (SAIF), was sued and had to pay back \$240 million.

### **Economic Stimulus and Budget Stability Package**

Governor Kitzhaber also proposed an economic stimulus package focused on increased road and highway funding, accelerating lottery bonding of vital rural infrastructure and streamlining permitting processes and State financial assistance for business expansion. He will also pursue proposals forwarded by his Economic Strategy Advisory Group that he named in October 2001.

Specifically, Kitzhaber called for increasing vehicle registration fees \$15, which would raise approximately \$60 million per biennium.

Oregon currently has the next-to-lowest registration fee in the nation. With the proposed increase, Oregon would have the sixth lowest registration fee in the nation.

The money would be targeted at the back-log in bridge repair and maintenance and modernization. Currently, the State is beginning \$400 million worth of road projects approved by the 2001 Legislature and the Oregon Transportation Commission.

Kitzhaber also advanced legislation that will allow the proposed sale of lottery-backed bonds to proceed. Currently, more than \$200 million water and sewer improvements and other projects are in limbo pending outcome of a court challenge to the Oregon Lottery. The legislation proposed by the governor would simply assure bond buyers that the State would repay the bonds even if the Lottery is declared unconstitutional.

Third, Kitzhaber pledged to focus State personnel on fast-tracking permits for business expansion and proposed increasing the State Business Incentive Fund, known as the Strategic Reserve, from \$4 million to \$7 million.

"This recession is national, even international, in scope and state government can affect it only minimally," said Kitzhaber. "However, that doesn't mean we shouldn't do all we can. The road, sewer and water projects we are seeking to fund will both provide employment in the short-term and lay the foundation for growth in the future."

### **School Stabilization Fund**

Finally, the governor proposed the creation of a School Stabilization Fund similar to what 47 other states have. His proposal resembles HB 2299, which he submitted to the 2001 Legislature: a fund capitalized by using the 15 percent of lottery proceeds currently going to the Education Endowment Fund, any lottery revenues in excess of \$600 million per biennium, and a one percent tax on the value of real estate transactions, excluding the first \$100,000. This would produce approximately \$230 million in the coming biennium. The size of the fund would be capped at 10 percent of the General Fund.

Under the governor's proposal, creation of the School Stabilization Fund would be referred to voters as a constitutional amendment. If created, the fund could only be used after a shortfall in revenue, referral by three fifths of the Legislature and subsequent voter approval.

\*These files require the [Adobe Acrobat Reader](#), available free.

- [Oregon Transportation Investment Act \(OTIA\) of 2001](#)
- [Governor's Proposal For School Stabilization Fund](#)

- [2002 Special Session Economic Stimulus & Stabilization](#)

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JOHN A. KITZHABER, M.D.  
Governor



## ***NEWS RELEASE***

***FOR IMMEDIATE RELEASE***

***January 23, 2002***

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### **GOVERNOR OUTLINES BUDGET CUTS AND REVENUE, CALLS FOR ECONOMIC STIMULUS PACKAGE, SCHOOL STABILIZATION FUND**

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(more)

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(more)

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JOHN A. KITZHABER, M.D.  
Governor



## 2002 SPECIAL SESSION

# ECONOMIC STIMULUS & STABILIZATION

### **1. Pass the Oregon Transportation Investment Act of 2002 (OTIA-2002).**

This will provide \$750 million in road and bridge projects for a \$15 per year auto registration fee increase. The investment will address critical road and bridge needs, provide thousands of jobs directly in construction and indirectly throughout Oregon's economy and build on the positive work done by the Oregon Transportation Commission.

### **2. Pass the lottery bond authorization bill.**

This will allow for the sale of over \$200 million in lottery-backed bonds for projects approved last session. These projects include Westside commuter rail, Columbia River channel deepening, Joseph railroad, and the \$150 million Rural Infrastructure Fund for public improvements. The lottery has been challenged in court, thus delaying the sale of bonds. While the state of Oregon has prevailed in circuit court, this legislation is needed to proceed with these projects and the accompanying jobs.

### **3. Authorize \$3 million in additional Strategic Reserve Fund.**

The 1999 legislature appropriated \$7 million to the Strategic Reserve Fund, which are flexible funds used for business recruitment and retention. The 2001 legislature appropriated \$4 million. Given the economic downturn and the volume of good business recruitment prospects, these dollars should be restored to at least the level allowed last biennium. The funds would be used to invest strategically to keep a workforce in Oregon (such as was used to retain the 3,000+ jobs at Freightliner), expand a workforce in Oregon (such as was used for the 240 jobs in the Blue Cross/Blue Shield expansion in Medford), and recruit new businesses to Oregon by training Oregonians (such as will be used to attract nearly 1,000 new jobs through Vestas Wind Technology).

### **4. Create the School Stabilization Fund.**

With the passage of Measure 5 in 1990, our K-12 system of schools has become reliant on state income taxes as the primary source of funding. As can be seen with the current recession, income taxes are especially sensitive to changes in our economic conditions. The establishment of a School Stabilization Fund in the constitution will provide future stability to schools during such economic downturns. Gov. Kitzhaber's proposal resembles HB 2299, which he submitted to the 2001 Legislature: A fund capitalized by using the 15 percent of lottery proceeds currently going to the Education Endowment Fund, any lottery revenues in excess of \$600 million per biennium, a one percent tax on the value of real estate transactions, excluding the first \$100,000. These sources would produce approximately \$230 million in the coming biennium. The size of the fund would be capped at 10 percent of the general fund. Under the governor's proposal, creation of the School Stabilization Fund would be referred to voters as a constitutional amendment. If created, the fund could only be used after a shortfall in revenue, referral by three fifths of the legislature and subsequent voter approval.

JOHN A. KITZHABER, M.D.  
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## GOVERNOR'S PROPOSAL FOR SCHOOL STABILIZATION FUND

Sources of revenue for the fund include:

- future principal from the Education Endowment Fund (i.e. 15% of state lottery proceeds);
- lottery proceeds in excess of \$600 million per biennium;
- establishment of a 1 percent Real Estate Transfer Tax beginning 7/1/03, exempting the first \$100,000 of value from the tax.

The maximum amount of the fund would be 10% of the amount in the General Fund (GF).

The trigger mechanism within a biennium would be when the state economist forecasts a decrease in General Fund revenues for the biennium. The fund could then be tapped up to an amount that would equal the amount of reduction that would be necessary for primary and secondary schools if reductions were to occur on a pro-rated basis. The Legislature, through a 3/5 vote, would be required to refer the use of the fund to a vote of the people.

The trigger mechanism across biennia would be established if the revenue forecast shows that revenues available to primary and secondary schools, if allocated proportionally to the prior biennium, would be inadequate to fund schools at the prior biennium's dollar level. The Legislature, through a 3/5 vote, would be required to refer the use of the fund to a vote of the people.

# OTIA-2002

## OREGON TRANSPORTATION INVESTMENT ACT - 2002

Last week, the Oregon Transportation Commission released \$400 million to fund over 130 road and bridge projects throughout Oregon through the Oregon Transportation Investment Act (OTIA) of 2001. This was a direct result of a cooperative effort between stakeholders, the legislature and the Governor. When combined with the \$300 million already spent every year on Oregon state highways, over 7,000 family wage jobs for Oregonians are currently supported by these investments in highway projects.

The Oregon Transportation Investment Act of 2002 (OTIA-2002) will address over \$750 million in badly needed road repair and congestion needs, create over 2,000 transportation-related jobs and do it all for \$15 more per year per vehicle. With the cooperation of the legislature, we could provide a real engine for economic recovery, invest utilizing extremely attractive bond rates and build on the excellent policy established in OTIA-1.

### What Changes?

- ◆ Raise auto registration fee \$15 per year. (From \$30 to \$60 every two years)
- ◆ Oregon is currently 50<sup>th</sup> in the United States in registration fees. This will place us 45<sup>th</sup>.
- ◆ Generate \$60 million to \$70 million per year for road and bridge investments.
- ◆ Provide roughly \$40 million next biennium for counties and \$28 million for cities to meet their critical road needs.

### What Do We Invest In?

- ◆ Invest \$750 million in road and bridge improvements.
- ◆ Utilize a portion of the state's \$70 million annual commitment for bridge repair and construction to back \$400 million in bonds to meet critical bridge repair needs.
- ◆ Utilize the state's share of the new revenue stream to back \$350 million in bonds for road repair and improvement projects.
- ◆ Geographically spread projects and utilize the good work performed by the Oregon Transportation Commission in reviewing \$1.5 billion in road and bridge projects identified through the OTIA-1 process.
- ◆ Focus on road and bridge improvements that will positively impact Oregon economic development. Reserve significant funds for strategic road investments necessary to retain, expand and recruit Oregon businesses.

### Who Benefits?

- ◆ Oregon businesses that want to move products. Oregonians who want to move through congestion. And the state of Oregon and its communities as more funds will allow us to more aggressively pursue federal transportation dollars to make repairs on the interstate highway system.
- ◆ Oregon cities and counties that desperately need more dollars to fix potholes and ensure that farm-to-market roads are passable.
- ◆ Oregon employees and contractors. Conservative estimates from economists tell us that for every \$1 million invested in Oregon roads, roughly 20 family wage jobs are created. This package will create and sustain thousands of jobs over the next three biennia and generate millions for Oregon's economy—all for a \$15 annual fee per car.

**Governor's Recommended  
Program and Administrative Reductions**

Education Program Area Total		193.0
K-12	112.0	
Community Colleges	15.5	
Oregon University System	44.5	
All other education	21.0	
Human Services Program Area Total		69.7
Public Safety Program Area Total		73.1
Dept. of Corrections	60.7	
Oregon Youth Authority	2.4	
State Police	5.5	
All other public safety	4.5	
Natural Resources Program Area Total		9.1
Administration Program Area Total		4.6
Economic Dev. Program Area Total		5.6
Transportation Program Area Total		0.9
Consumer Services Program Area Total		0.6
Judicial/Legislative		15.0
Eliminate transfer to OR Rural Health Assoc. (MUPL)		14.9
Lottery - Administrative reductions		7.0
Lottery - Transfer from the Contingency Reserve		20.0
<b>TOTAL Program and Administrative Reductions</b>		<b>413.5</b>

### Percentage of Cuts from Legislatively Adopted Budget

Education Program Area		2.9%
K-12	2.2%	
Community Colleges	3.3%	
Oregon University System	5.5%	
All other education	5.8%	
Human Services Program Area		2.7%
Public Safety Program Area		5.4%
Dept. of Corrections	7.0%	
Oregon Youth Authority	1.0%	
State Police	2.9%	
All other public safety	6.4%	
All Other Program Areas		3.3%

## Proposed Resources

Tax Amnesty	5.0
Debt Collection Process	5.0
Tax Collection Speed-up	2.4
Debt Service	4.0
Dept. of Corrections Federal Funds	2.5
911 Balance	14.0
Medicaid Upper Payment Limit	131.2
50% of Boardman Sale	3.7
Cigarette Tax (30 cents increase)	67.0
Beer & Wine Tax (5 cents per drink)	44.0
Repeal Ballot Measure 88	133.0
Senior Deferral	13.0
<b>TOTAL Proposed Resources</b>	<b>424.8</b>

# Reduction Options: Education

## Legend

CCWD	Department of Community Colleges and Workforce Development
ODE	Oregon Department of Education
OHSU	Oregon Health and Science University
OSAC	Oregon Student Assistance Commission
OUS	Oregon University System

No.	Agency	Short Description	2001-03				Full Time Equivalent
			General Fund	Lottery Funds	Other Funds	Federal Funds	
1	CCWD	Eliminate Curry County facility funding restored by Legislature.	1,000,000				
2	CCWD	Eliminate Sabin Center funds restored by Legislature.	500,000				
3	CCWD	Reduce Community College support fund by 1.7%.	7,979,693				
4	CCWD	Reclass savings, services and supplies cuts, and fund shift information systems position.	80,505			(36,526)	
5	CCWD	Oregon Youth Conservation Corps: cut travel, publishing, and 2001-02 forum.	9,090				
6	ODE	Reduce Data Integrity Assurance incentives and support to school districts to improve their data systems - a 38% reduction of project.	3,900,000				
7	ODE	Reduce General Fund for Early Intervention/Early Childhood Special Education and use additional expected Federal Funds.	3,900,000				
8	ODE	Reduce administration.	640,770				
9	ODE	Reduce services and supplies for agency operations.	350,000				
10	ODE	Eliminate Oregon Pre-Kindergarten study data collection project.	300,000				
11	OHSU	Reduce administration (4% cut).	13,300				
12	OHSU	Reduce Oregon Health Sciences University (OHSU) grant by 3.2%.	105,600				
13	OSAC	Reduce administration (6% cut).	28,700				
14	OSAC	Reduce Opportunity Grant as result of reduction in Lottery revenue for a total of 1,294 fewer grants.		1,371,778			
15	OUS	2% cuts at OUS: statewide 4.8%; Chancellor's Office 5%; research/campus public services 2%; undergrad 0%, grad 0.7%; additional cuts.	13,477,466				50.00
16	OUS	Increase OUS collaborative program cut from 34% to 35%.	7,068				
17	OUS	Eliminate veterinary school construction (E-Board appropriation).	4,000,000				
18	CCWD	Oregon Youth Conservation Corps: cut professional services, 2002-03 forum, and copier.	8,492				
19	CCWD	Oregon Youth Conservation Corps: cut leader training, travel, and annual forum.	8,630				
20	ODE	Eliminate Data Base Initiative data collection consolidation project.	280,000				
21	ODE	Phase out Frontier Learning Network.	350,000				
22	ODE	Oregon Pre-Kindergarten efficiencies.	1,500,000				
23	ODE	Reduce Talented and Gifted grants by 9%	20,000				
24	ODE	Reduce Student Leadership Centers grants by 10%.	85,000				

No.	Agency	Short Description	2001-03				Full Time Equivalent
			General Fund	Lottery Funds	Other Funds	Federal Funds	
25	ODE	Reduce Workforce Development grants by 10%.	18,000				
26	ODE	Reduce Junior Achievement grants by 11%.	10,000				
27	ODE	Reduce data base initiative enhancements.	335,000				
28	ODE	Reduce Technology Enhanced Assessment program	600,000				
29	OUS	4% cuts at OUS: research 10%, campus public services 5.8%, Top Tier Engineering 65%, Chancellor's Office 8.5%, Bend campus 5%, Statewide Public Services 6.6%.	10,704,188				100.00
30	OUS	Reduce Chancellor's Office by an additional 1.5%, to a 10% cut.	404,818				
31	OUS	Reduce systemwide expenses/programs by an additional 1%, to an 11% cut.	159,394				
32	OSAC	Eliminate Former Foster Youth Scholarship program.	60,000				
33	OUS	Reduce Research support by an additional 5%, to a 15% cut.	801,529				
34	OUS	Reduce Campus public services by an additional 5.2%, to a 10% cut.	329,889				
35	OUS	Reduce Oregon College of Engineering and Computer Sciences by an additional 1.5%, to a 10%	71,738				
36	OUS	Reduce: small school support by 2-4%.	621,057				
37	OUS	Reduce top tier engineering funding by an additional 35%, eliminating program funding.	1,750,000				
38	OUS	Reduce engineering graduates supplemental funding by 5%.	176,650				
39	CCWD	Reduce Community College support fund by an additional 1.3%, to a 3% cut.	5,919,853				
40	CCWD	Oregon Youth Conservation Corps: cut funding for 14 youth.	9,350				
41	CCWD	Oregon Youth Conservation Corps: cut funding for 14 youth.	9,350				
42	ODE	Reduce Oregon Public Education Network (OPEN) funding by 9%.	200,000				
43	ODE	Use Federal Funds for grants to low performing schools.	1,042,000				
44	ODE	School Funding: reduce School Improvement Fund for 2002-03.	107,076,000				
45	ODE	School Funding: reduce ESD funding proportionate to reduction in School Improvement Fund	4,924,000				
46	ODE	Reduce Special Schools funding by 2%: proportionate to reduction in School Funding.	334,000				
47	OUS	Reduce graduate cell value funding by an additional 2.9%, to a 3.6% cut.	4,421,137				
48	OUS	Reduce law, veterinary, pharmacy cell value funding by an additional 2.9%, to a 3.6% cut.	385,331				
49	OUS	Additional loss of Other Funds and FTE at a 6% cut.			5,300,000		85.00
50	OUS	Reduce Western Undergraduate exchange funding by an additional 5%, to a 35% cut.	80,951				
51	OUS	Shift \$1.8 million for Bend campus to Board reserve; eliminating 5% reduction in targeted funding.	(233,519)				
52	OUS	Increase Resource Allocation Model reserves by 3%, to a 50% cut.	(73,865)				

No.	Agency	Short Description	2001-03				Full Time Equivalent
			General Fund	Lottery Funds	Other Funds	Federal Funds	
53	OUS	Reduce Oregon Joint Graduate Schools of Engineering by an additional 1.5%, to a 10% cut.	26,760				
54	OUS	Reduce Statewide Public Services building maintenance by an additional 5%, to a 15% cut.	247,102				
55	OUS	Reduce Resource Allocation Model Reserve by an additional 50%, eliminating the reserves.	1,231,091				
56	OUS	Reduce small schools support by an additional 1-3%, to a 5% cut.	681,585				
57	OUS	Reduce campus public service by an additional 10%, to a 20% cut.	785,451				
58	ODE	Cut data base initiative enterprise integration.	585,000				
59	OUS	Reduce graduate cell value funding by an additional 1.4%, to a 5% cut.	2,215,690				
60	OUS	Reduce law, veterinary, pharmacy cell value funding by an additional 1.4%, to a 5% cut.	193,110				
61	OUS	Reduce funding for non-resident masters support by an additional 50%, eliminating the distribution.	887,906				
62	OUS	Reduce the Chancellor's Office by an additional 1%, to an 11% cut.	269,879				
63	OUS	Reduce systemwide expenses/programs by an additional 2%, to a 13% cut.	318,789				
64	OUS	Reduce Oregon College of Engineering and Computer Sciences by an additional 1%, to a 11% cut.	47,825				
65	OUS	Reduce Oregon Joint Graduate Schools of Engineering by an additional 1%, to an 11% cut.	17,840				
66	OUS	Reduce fee remission funding distribution by an additional 25%, to a 50% cut.	415,000				
67	OHSU	Further reduce state support for OHSU	5,000,000				
68		Subtotal	191,604,193	1,371,778	5,300,000	(36,526)	235.00
69		<b>Governor Plan</b>	<b>191,604,193</b>	<b>1,371,778</b>	<b>5,300,000</b>	<b>(36,526)</b>	<b>235.00</b>
70		<b>General and Lottery Funds</b>	<b>192,975,971</b>				

# Reduction Options- Human Services

Legend

DHS	Department of Human Services
OCB	Oregon Commission for the Blind
IPGP	Insurance Pool Governing Board
CCF	Commission on Children and Families

		2001-03					
No	Agency	Short Description	General Fund	Lottery Funds	Other Funds	Federal Funds	Full Time Equivalent
1	DHS	Higher match rate than assumed in the budget for the Medicaid Management Information System (MMIS) and the Mental Health information system projects.	1,500,000			-1,500,000	
2	DHS	Offset GF with Title XX or Social Services Block Grant (SSBG) carry forward funding from 1999-01 as Tobacco revenue.	3,882,531		-3,882,531		
3	DHS	Offset GF with Tobacco Tax carry-forward funds from closeout.	1,075,448		-1,075,448		
4	DHS	Offset GF with Temporary Assistance for Needy Families (TANF) carry-forward funds from 1999-	501,701			-501,701	
5	DHS	Substitute TANF carry forward funds from 1999-01 for GF special appropriation to the E-Board which was reserved for caseload changes during 2001-03.	4,300,000				
6	DHS	Offset GF with unused JOBS Plus Individual Education Account funds, which have been unused by individual clients for the statutory five	2,500,000		-2,500,000		
7	DHS	Increase staffing for third party collections for the Oregon Health Plan (OHP) and other medical programs.	1,200,000			-1,200,000	
8	DHS	Do not allocate the special appropriation reserved for OHP caseload increases.	3,000,000				
9	DHS	Do not allocate the special appropriation reserved to cover any shortfall which may occur if drug related management actions do not produce the full projected savings.	3,694,234				
10	DHS	Do not allocate special appropriation reserved to allow Office of Medical Assistance Programs (OMAP) to maintain a higher cost reimbursement for institutional pharmacies.	900,000				
11	DHS	Reduce out-of-state travel.	500,000				
12	OCB	Reduce services, supplies, and other office expenses.	7,689			28,410	
13	OCB	Develop cooperative agreements to bring in Other Funds match.	1,063			3,928	
14	OCB	Eliminate vacant rehabilitation instructor position.	13,047			70,319	1.00
15	OCB	Eliminate Business Enterprises counselor	17,752			65,595	0.75
16	OCB	Decrease employee training.	4,047			14,953	
17	OCB	Decrease employee training, Attorney General costs, and dues.	3,351			12,381	
18	OCB	Reduce professional services/ telecommunications.	4,250			15,703	
19	OCB	Reduce facility maintenance, services and supplies, and telecommunications.	4,250			15,703	
20	OCB	Further reduce telecommunications, dues, and Attorney General costs.	4,250			15,703	
21	OCB	Reduce hours worked by staff.	4,250			15,703	
22	OCB	Further reduce hours worked by staff.	4,250			15,703	
23	IPGB	Reduce publicity and publications costs.	10,511				
24	IPGB	Further reduce publicity and publications costs.	10,511				

No.	Agency	Short Description	2001-03				
			General Fund	Lottery Funds	Other Funds	Federal Funds	Full Time Equivalent
25	IPGB	Further reduce publicity, publications, and travel costs.	10,511				
26	IPGB	Reduce professional services.	10,510				
27	IPGB	Further reduce professional services.	10,510				
28	IPGB	Delay filling Administrative Specialist 1 position until April 2002.	5,387				
29	IPGB	Delay filling Administrative Specialist 1 position until July 2002.	5,387				
30	IPGB	Delay filling Administrative Specialist 1 position until September 2002.	5,387				
31	IPGB	Delay filling Administrative Specialist 1 position until December 2002.	5,387				
32	IPGB	Delay filling Administrative Specialist 1 position until February 2003.	5,387				
33	CCF	Administrative reductions.	175,562				
34	DHS	Reduce instate travel, office expenses, professional services, and use of temporary employees.	1,600,000				
35	DHS	Discontinue Klamath Adolescent Program which provides residential care and services to females age 13 to 17 yrs requiring specialized care.	167,396				
36	CCF	Eliminate second year funding of the Together for Children program.	300,000				
37	DHS	Discontinue Southern Oregon Day and Residential Treatment Services (DARTS), which would have served adolescents age 12-15 yrs.	100,000				
38	DHS	Discontinue funding for counseling, life skills, and parent training to the Father Taaffe Foundation serving an average of 14 pregnant and parenting teenage women in three locations.	34,769				
39	DHS	Eliminate GF for Retired Senior Volunteer Program.	135,960				
40	DHS	Discontinue GF support for Independent Living Centers which provide services to consumers with severe disabilities.	812,500				
41	DHS	Discontinue GF support for regulating Outdoor Youth Program.	47,428				0.50
42	DHS	Discontinue Juvenile Diabetes Database.	100,000				
43	DHS	Discontinue funding to strengthen Children's Emergency Medical Services protocol, standards, and training of Emergency Management Technician staff.	200,000				
44	DHS	Reduce residential problem gambling treatment by 32%.		142,910			
45	CCF	One-time reduction to systemwide evaluation.	250,000				
46	CCF	Eliminate second year funding for training for physicians.	150,000				
47	DHS	Eliminate funding for an adult crisis home for persons with developmental disabilities.	317,124			447,030	
48	DHS	Eliminate JOBS Plus program.	2,625,000				
49	DHS	Reduce Assisted Living Facility rates to \$1,325 by January 2003.	3,897,217			5,773,707	
50	DHS	Reduce OHP pharmacy reimbursement to Average Wholesale Price (AWP) minus 15% and dispensing fee.	2,309,406			3,415,448	
51	DHS	Restructure Oregon Project Independence (OPI) to focus on case management. Eliminates direct client services.	2,384,486			-2,516,588	(7.76)
52	DHS	Do not allocate the Special Appropriation for funding for the Home Care Commission.	300,000				

No.	Agency	Short Description	2001-03				Full Time Equivalent
			General Fund	Lottery Funds	Other Funds	Federal Funds	
53	CCF	Eliminate second year funding for Family Resource Centers.	400,000				
54	DHS	Eliminate sheltered services employment program for 93 severely disabled adults.	628,198				
55	DHS	Eliminate second year of Nursing Home rebasing.	2,514,210			3,718,338	
56	DHS	Eliminate the additional discount fund for Senior Prescription Assistance Program.	5,016,628				
57	DHS	Discontinue Food Stamp Outreach project funded by a special appropriation from the 2001 Legislature.	1,470,906			2,101,420	
58	DHS	Eliminate one state operated group home for children and delay opening second home until July 2002.	1,018,643			1,435,917	
59	DHS	Eliminate the wrap-around copay for pharmacies which would cover the pharmacies' costs when clients do not pay their copay.	2,000,000				
60	CCF	Delay Oregon Children's Plan Healthy Start begin date for 7 counties - a one-time reduction.	131,446			46,006	
61	DHS	Eliminate non-domestic violence emergency assistance program.				2,057,037	5.16
62	DHS	Eliminate student day care program for families enrolled in post-secondary education.			2,018,518		
63	DHS	Further reduce the use of temporary employees and delay the hiring of permanent positions.	1,700,000				
64	DHS	Eliminate <i>Staley</i> funding for quality assurance staff for Medicaid waivers.	1,103,760			1,003,197	
65	CCF	Eliminate second year funding of First Steps Program.	250,000				
66	DHS	Delay Oregon Health Plan eligibility until first of the month following eligibility determination.	3,750,000			5,545,847	
67	DHS	Reduce residential problem gambling treatment and workforce development.		285,820			
68	DHS	Reduce non-capital outlay (e.g. computers) and further delay hiring of permanent positions.	1,500,000				
69	DHS	Reduce training for Developmental Disability providers by 25%.	499,348			605,056	
70	DHS	Eliminate cost-based reimbursement for Type B hospitals.	6,384,012			9,441,502	
71	DHS	Eliminate wrap-around co-pay to ambulatory service providers, which would have covered the provider's costs when clients do not pay their co-payment.	1,418,998			2,098,596	
72	DHS	Reduce child welfare related contracted family treatment and support funds by 5%.	388,879				
73		Subtotal	69,283,477	428,730	-5,439,461	32,244,913	-0.35
74		Governor Plan	69,283,477	428,730	-5,439,461	32,244,913	-0.35
75		General Fund and Lottery Funds	69,712,207				

# Reduction Options: Public Safety

## Legend

BPPPS	Board of Parole and Post-Prison Supervision
CJC	Criminal Justice Commission
DAs	District Attorneys and Their Deputies
DOC	Department of Corrections
DOJ	Department of Justice
ODRC	Oregon Dispute Resolution Commission
OMD	Oregon Military Department
OSP	Oregon State Police
OYA	Oregon Youth Authority

No.	Agency	Short Description	2001-03				Full Time Equivalent
			General Fund	Lottery Funds	Other Funds	Federal Funds	
1	OSP	Close 4 rural forensics labs: Bend, Ontario, Pendleton, Coos Bay.	676,630				
2	DOC	Reduce workforce development contracts.	153,000				
3	DOC	Reduce Programs Administration services and supplies.	60,000				
4	DOC	Institutions vacancy savings, services, and supplies reductions.	2,272,468				
5	OSP	Hold non-sworn positions vacant.	110,733				
6	OSP	Reduce capital outlay.	143,183				
7	OSP	Reduce facilities maintenance, and utilities.	156,684				
8	OSP	Reduce services and supplies.	336,368				
9	BPPPS	Hold systems analyst position vacant until January 2002.	14,757				
10	BPPPS	Reduce expendable capital outlay by 37%.	20,329				
11	BPPPS	Reduce office expenses by 17%.	14,131				
12	BPPPS	Further reduce office expenses, assuming Other Funds revenue.	3,637				
13	OYA	Defer information systems capital outlay expenditures.	77,791				
14	OYA	Delay parole/probation phased-in positions.	168,000				
15	OYA	Hold non-posted positions vacant .	170,000				
16	OYA	Unanticipated Juvenile Justice Information Systems Certificates of Participation interest.	814,886				
17	DOC	Federal residential substance abuse grant.	411,654			(411,654)	
18	DOC	Vacancy savings from Business/Finance Division - reduce one position.	211,904				0.75
19	DOC	Delay 1 medium-custody unit at Coffee Creek .	2,340,492				20.54
20	DOC	Construction savings at Coffee Creek, Two Rivers.	17,113,534				
21	OSP	Human Resources: AT&T payment.	187,650				
22	BPPPS	Hold records clerk vacant last 6 months of biennium.	17,799				
23	CJC	Undetermined services and supplies reductions.	13,049				
24	OYA	Delay Juvenile Justice Information Systems positions.	53,000				
25	DOJ	Domestic Violence - eliminate crisis intervention grants, 1 position.	2,500,000				0.75
26	DOC	Use Coffee Creek construction savings, interest for one-time debt service backfill.	14,840,698				
27	DOC	Savings from food purchases/management.	4,511,661				
28	OYA	Increased Federal Trust Receipts.	430,744		(430,744)		
29	DOC	Centralize telecommunications management.	400,000				
30	DOC	Reduce Director's Office services and supplies.	53,115				
31	DOC	Human Resources Div: vacancy savings, abolish 2 positions.	235,049				1.00
32	DOC	Reduce workforce development contracts.	1,054,066				
33	DOC	Change health services delivery .	2,063,156				
34	DOC	Eliminate Coffee Creek release counselor, services and supplies.	119,126				0.83
35	DOC	Programs: reduce administration services and supplies.	100,000				

No.	Agency	Short Description	2001-03				Full Time Equivalent
			General Fund	Lottery Funds	Other Funds	Federal Funds	
36	DOC	Institutions: vacancy savings, services, and supplies reductions.	3,768,769				
37	DOC	Shift construction administrator to Certificates of Participation.	212,205				
38	OSP	Patrol: end disabled parking program.	26,917				
39	OYA	Federal Fund match rate change.	153,647			(153,647)	
40	OMD	Reduce tuition assistance by 70%.	847,860				
41	OSP	Human Resources: eliminate webmaster, 4 field positions, out-of-state travel, and capital outlay.	341,342				2.83
42	OSP	Information and Communications Mgt Div: contracts, equipment, 4 positions.	963,755				3.42
43	OSP	Dispatch: eliminate 1 manager, and 3 call takers.	239,051				3.12
44	OSP	Training: eliminate 1 position, training, services, and supplies.	146,359				1.00
45	DOC	Implement Attorney General "Gatekeeper" policy.	368,000				
46	DOC	Eliminate Oregon Health and Science Univ medical residency support.	116,000				
47	DOC	Eliminate work based education slots at Eastern Oregon, Oregon State Penitentiary.	198,824				
48	DOC	Abolish Corrections Programs web maintenance position.	111,133				0.75
49	DOC	Eliminate info systems/services positions.	336,822				2.01
50	DOC	Eliminate Business & Finance Division positions.	217,069				2.63
51	DOC	Institutions: take administrative reductions.	1,043,701				10.65
52	DOC	Institutions: take various services and supplies changes.	902,325				9.20
53	DOC	Redesign inspections process.	716,000				3.88
54	DOC	Delay hirings in Health Services.	1,100,000				
55	OSP	Hold 5 Fish & Wildlife and 3 Patrol positions vacant for 3-5 months.	54,587				
56	OSP	Reduce temporary services, overtime.	20,673				
57	CJC	Hold 2 positions vacant until 1/2002.	52,196				
58	OYA	Delay River Bend 2nd unit to July 2002.	289,672				
59	DOC	Delay 48 Intensive Mgt Unit beds at Snake River for 15 months.	1,979,566				20.68
60	DOC	Delay hirings - Health Services (\$2.2 million cum.)	1,100,000				
61	OYA	Delay filling facility nurse positions.	46,000				
62	DOC	Convert 10 registered nurses to certified medical aides.	245,160				
63	OMD	Eliminate Youth Challenge Program.	382,532		1,045,406	1,673,826	3.00
64	OMD	Eliminate 4 armory technicians.	159,822				
65	OSP	Cancel 1/2003 recruit school.	1,851,282				10.25
66	DOC	Community Administration: management actions.	166,634				1.29
67	DOC	Corrections Programs: management actions.	252,469				0.75
68	BPPPS	Reclassify systems analyst from IS7 to IS5.	19,646				
69	DOC	Change Coffee Creek service delivery in response to delayed Special Mgt Unit beds.	786,991				5.53
70	DOC	Delay opening Coffee Creek Special Mgt Unit until 2003-05.	367,000				3.75
71	CJC	Reduce tribal Juvenile Crime Prevention grants by 50%, Juvenile Crime Prevention grants to non-minimum counties by 1%, and reduce Police Stop Committee support by \$50k.	395,824				
72	DOC	Parole high-cost medical inmates.	100,000				
73	DOC	Deschutes County rental of bed space (HB 5014)	267,000				
74	ODRC	Implement permanent structure for for delivering dispute resolution services (HB 5014)	119,284				
75	OYA	J-BarJ Boys Ranch (HB 5014)	100,000				

							2001-03	
No.	Agency	Short Description	General Fund	Lottery Funds	Other Funds	Federal Funds	Full Time Equivalent	
76	OYA	Deschutes County delinquent youth demonstration project (HB 5014)	103,840					
77	DOC	April 2002 population forecast re HB 2646 (SPA)	341,603					
78	DOC	April 2002 population forecast re HB 2918 (SPA)	33,545					
79	OSP	DNA sample analysis (SPA)	200,000					
82		<b>Governor Plan</b>	<b>73,094,399</b>	<b>-</b>	<b>614,662</b>	<b>1,108,525</b>	<b>108.61</b>	
83		<b>General Fund and Lottery Funds</b>	<b>73,094,399</b>					

# Reduction Options: Natural Resources

## Legend

Agriculture	Department of Agriculture
CRGC	Columbia River Gorge Commission
DEQ	Department of Environmental Quality
DLCD	Department of Land Conservation and Development
DOF	Department of Forestry
DOGAMI	Department of Geology and Mineral Industries
LUBA	Land Use Board of Appeals
ODFW	Oregon Department of Fish and Wildlife
OWEB	Oregon Watershed Enhancement Board
State Lands	Division of State Lands
WRD	Water Resources Department

No.	Agency	Short Description	2001-03				Full Time Equivalent
			General Fund	Lottery Funds	Other Funds	Federal Funds	
1	Agriculture	Debt service and vacancy savings.	294,355				
2	CRGC	Vacancy savings and expenditure reductions.	13,614				
3	DEQ	Hold positions vacant, delay bond sale, reduce expenditures for cleanup contracts.	920,909				0.80
4	DLCD	Reduce employee training, delay Measure 56 special payments and Senate Bill 12 grants.	195,924				
5	DOGAMI	Reduce travel, printing, and implement short-term sabbaticals.	51,320				
6	ODFW	Hold administrative positions vacant.	256,537				
7	DOF	Hold positions vacant, delay capital improvement and motor pool charges.	700,490				
8	LUBA	If vacancy occurs, hold open to capture savings.	20,370				
9	OWEB	Hold positions vacant, delay database improvements.		107,012			
10	State Lands	Reduce non-fixed services and supplies.	3,375				
11	WRD	Hold positions vacant.	283,790				
12	Agriculture	Reduces support for Marketing, Food Safety, Animal Health, and Shellfish programs. Combination of program reductions and increased Other Funds program support.	694,674				1.82
13	DEQ	Reduces support for Hazardous Waste, Northwest Pollution Prevention Roundtable, Air Quality and Cleanup programs.	170,921				0.55
14	DLCD	Reduces Measure 56 Special Payments.	203,060				
15	DOGAMI	Places Executive Service Person on sabbatical, reduces services and supplies.	97,500				
16	ODFW	Reduces support for Wildlife, Game, Fish Production, Interjurisdictional Fisheries, and Marine Habitat programs.	761,689				5.50

No.	Agency	Short Description	2001-03				Full Time Equivalent
			General Fund	Lottery Funds	Other Funds	Federal Funds	
17	DOF	Reduces support for Fire Practices, Fire Protection, and Administration. Includes increased Other Fund program support.	591,709		775,793		11.79
18	OWEB	Reduces Willamette Restoration Initiative and on the ground project grants.	40,035				
19	WRD	Reduces Klamath Well Construction Grants, Emergency Drought Services, Administration and Hearings. Decreased spending on services and supplies.	283,123				
20	Agriculture	Shifts funding for the Food Safety Program from General Fund.	503,968				
21	DEQ	Reduces support for Hazardous Waste, Air Quality, and Water Quality programs.	896,057				4.00
22	DOGAMI	Shifts program support to alternative revenue source.	12,000				
23	ODFW	Reduces support for Fish, Interjurisdictional Fisheries, Propagation and Natural Production programs.	356,010		4,091	12,581	4.00
24	DOF	Reduces support for Fire Protection, Forestry Assistance, and Forest Practices programs.	282,928		589,806		1.66
25	OWEB	Further reduces Willamette Restoration Initiative on the ground project grants.	40,035				
26	WRD	Reduces support for Water Rights and Field Services programs.	605,043				0.89
27	Agriculture	Eliminate one field technician position.	55,000				0.50
28	ODFW	Closes Trask Hatchery.	238,014				2.00
29	OWEB	Further reduces Willamette Restoration Initiative and on the ground project grants.	40,035				
30	ODF	Fire Severity Response - SPA (remaining)	390,000				
31		Subtotal	9,002,485	107,012	1,369,690	12,581	33.51
32		<b>Governor Plan</b>	<b>9,002,485</b>	<b>107,012</b>	<b>1,369,690</b>	<b>12,581</b>	<b>33.51</b>
33		<b>General and Lottery Funds</b>	<b>9,109,497</b>				

# Reduction Options: Administration

## Legend

Asian Affairs	Commission on Asian Affairs
Black Affairs	Commission on Black Affairs
DAS	Department of Administrative Services
ERB	Employment Relations Board
GSPC	Government Standards and Practices
Hispanic Affairs	Commission on Hispanic Affairs
Library	State Library
OLCC	Oregon Liquor Control Commission
Revenue	Department of Revenue
Women	Commission for Women

2001-03							
No.	Agency	Short Description	General Fund	Lottery Funds	Other Funds	Federal Funds	Full Time Equivalent
1	OLCC	Reduce out-of-state travel to conferences with other control states.	10,080		18,000		
2	OLCC	Reduce janitorial services.	31,920		57,000		
3	OLCC	Reduce training.	5,600		10,000		
4	OLCC	Reduce supplies.	67,200		120,000		
5	OLCC	Defer purchase of cars and vehicle maintenance.	56,000		100,000		
6	OLCC	Reduce replacement and upgrades of expendable property.	33,600		60,000		
7	OLCC	Reduce Attorney General usage.	11,200		20,000		
8	OLCC	Reduce publicity and publications.	11,200		20,000		
9	OLCC	Reduce professional services.	44,800		80,000		
10	OLCC	Reduce recruitment.	3,875		6,920		
11	Governor's Office	Reduce GF by 3.2%.	289,222				
12	Governor's Office	Reduce Support for Post Secondary Education Committee	218,000				
13	DAS	Temporarily reduce services and supplies and hold vacant positions unfilled.	288,774		866,410		
14	DAS	Eliminate Children's Trust Fund grant.	1,012,500				
15	DAS	Reduce Community Development Program.	117,917				
16	DAS	Eliminate Dentist Insurance Program.	9,900				
17	DAS	Reduce Progress Board by 3.2% GF.	22,543				
18	DAS	Reduce Arrest and Return by 3.2% GF.	41,295				
19	Sec. of State	Centralized voter system	2,000,000				
20	Sec. of State	3.2% Reduction	352,929				
21		Subtotal	4,628,555	-	1,358,330	-	-
22		<b>Governor Plan</b>	<b>4,628,555</b>	<b>-</b>	<b>1,358,330</b>	<b>-</b>	<b>-</b>
23		<b>General and Lottery Funds</b>	<b>4,628,555</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

# Reduction Options: Economic Development

Legend

ECD	Economic and Community Development Department
Employment	Employment Department
Housing	Oregon Housing and Community Services Department
ODVA	Oregon Department of Veterans' Affairs
State Fair	State Fair and Exposition Center

							2001-03	
No.	Agency	Short Description	General Fund	Lottery Funds	Other Funds	Federal Funds	Full Time Equivalent	
1	ECD	Current vacancy savings.		232,474				
2	ECD	Cut mailroom & receptionist positions.		110,998			1.50	
3	ECD	Services and supplies savings from mail room closure.		16,406				
4	ECD	Arts and Tourism rent savings through consolidation and reduction of office space.	10,000	33,000				
5	ECD	Fund shift economic development positions currently funded by Lottery Funds onto Other Funds (business finance, infrastructure, and telecommunications).		43,995			0.35	
6	ECD	Use current vacancy savings to fund shift central services staff to infrastructure programs.		57,901			0.58	
7	ECD	Net rent savings from leasing space formally occupied by Arts and Tourism.		50,000				
8	ECD	Use current vacancy savings to fund shift economic development staff to infrastructure programs.		119,147				
9	ECD	Reduce funds available for Community Development Fund / Regional and Rural Investments; mitigated in first year by backfilling with available interest earnings.		1,850,000	(1,850,000)			
10	ECD	Reduce funds available for Community Development Fund / Regional and Rural Investments; would reduce funds available for local priority projects.		1,863,000				
11	ECD	Reduce direct appropriation (totaling \$200,000) to Oregon Garden for Frank Lloyd Wright House renovation.	200,000					
12	ECD	Reduction to Arts Commission: reduce services in arts education and community development, media fellowship, and designated fellowship grants.	90,000					
13	ECD	Reduction to Arts Commission: further reduces individual artist fellowship grants.	54,232					
14	ECD	Strategic Reserve Funds		(3,000,000)				
15	Employment	Delay hiring of certifiers for federally funded positions; fund shift costs from General Fund. Could negatively impact Maintenance of Effort (MOE).	17,701					
16	Employment	Further delay hiring of certifiers for federally funded positions; fund shift costs from General Fund. Could negatively impact MOE.	17,701					
17	Employment	Further delay hiring of certifiers for federally funded positions; fund shift costs from General Fund. Could negatively impact MOE.	17,700					

No.	Agency	Short Description	2001-03				Full Time Equivalent
			General Fund	Lottery Funds	Other Funds	Federal Funds	
18	Employment	Further delay hiring of certifiers for federally funded positions; fund shift costs from General Fund. Could negatively impact MOE.	17,700				
19	Employment	Further delay hiring of certifiers for federally funded positions; fund shift costs from GF. Could negatively impact MOE.	17,700				
20	Employment	Savings and cost control within department.	413,376				
21	Housing	Vacancy savings related to delay in hiring homeless coordinator and community service block grant coordinator.	5,314				
22	Housing	Reduce travel & training; reduce temporary service.	5,315				
23	Housing	Further reduce temporary services.	5,314				
24	Housing	Transfer of unrestricted cash reserves for homeless assistance and emergency food programs.	3,000,000				
25	State Fair	Increased recycling/reduced overhead resulted in savings that could be shifted to reduce GF	24,088				
26	State Fair	Less live entertainment resulted in savings that could be shifted to reduce GF subsidy.	24,088				
27	State Fair	Reduced arts and crafts related costs resulted in savings that could be shifted to reduce GF	24,088				
28	State Fair	Reduced livestock and equine related costs resulted in savings that could be shifted to reduce GF subsidy.	24,088				
29	State Fair	Agricultural and horticultural related savings could be shifted to reduce GF subsidy.	24,087				
30	ODVA	Vacancy savings; services and supplies reduction.	9,069				
31	ODVA	Further vacancy savings; services and supplies reduction.	9,069				
32	ODVA	Further vacancy savings; services and supplies reduction.	9,069				
33	ODVA	Further vacancy savings; services and supplies reduction.	9,069				
34	ODVA	Further vacancy savings; services and supplies reduction.	9,069				
35	ODVA	Reduction of enhancement package for Aid to County Veterans' Service Offices. Will prevent counties from expanding current programs.	47,477				
36	ODVA	Reduction of Aid to National Service Organizations (NSO); reduced office hours and staffing may occur in Portland service offices.	25,475.00				
37	ODVA	Reduction of Aid to County Veterans' Service Offices (CVSO); reduced office hours and staffing may occur in smaller counties.	27,048.00				
38	ODVA	Further reduction of Aid to National Service Organizations (NSO); reduced office hours and staffing likely to occur in Portland service offices.	25,476.00				
39	ODVA	Further reduction of Aid to County Veterans' Service Offices (CVSO); reduced office hours and staffing likely to occur in smaller counties.	27,048.00				
40		Subtotal	4,190,361	1,376,921	(1,850,000)	-	2.43
41		<b>Governor Plan</b>	<b>4,190,361</b>	<b>1,376,921</b>	<b>(1,850,000)</b>	<b>-</b>	<b>2.43</b>
42		<b>General Fund and Lottery Funds</b>	<b>5,567,282</b>				

# Reduction Options: Transportation

Legend

ODOT		Oregon Department of Transportation					
No.	Agency	Short Description	2001-03				Full Time Equivalent
			General Fund	Lottery Funds	Other Funds	Federal Funds	
1	ODOT	Public Transit - Lane Transit District facility.	500,000				
2	ODOT	Public Transit - State Agency Transportation Coordination Project.	96,000				
3	ODOT	Public Transit - Senior and disabled transportation studies.	200,000				
4	ODOT	Public Transit - Coordination of pupil and public transportation.	124,000				
5	<b>Governor Plan</b>		<b>920,000</b>				
6	<b>General and Lottery Funds</b>		<b>920,000</b>				

# Reduction Options: Consumer Services

Legend

BOLI		Bureau of Labor and Industries					
No.	Agency	Short Description	2001-03				Full Time Equivalent
			General Fund	Lottery Funds	Other Funds	Federal Funds	
1	BOLI	Vacancy savings; elimination of 2 lead work differentials, reduce unemployment insurance.	62,980				
2	BOLI	Extend vacancy and underfilling of 2 management positions.	58,904				
3	BOLI	Fund shift investigations of alleged discrimination of injured workers (Injured Worker Program) back to the Workers' Benefit Fund from the General Fund. Requires legislative approval.	531,419		(531,419)		
4		Subtotal	653,303	-	(531,419)	-	-
5		<b>Governor Plan</b>	<b>653,303</b>	<b>-</b>	<b>(531,419)</b>	<b>-</b>	<b>-</b>
6		<b>General and Lottery Funds</b>	<b>653,303</b>	<b>-</b>	<b>(531,419)</b>	<b>-</b>	<b>-</b>

## Multnomah County Legislative Delegation

### House Districts

- 27 Mark Hass (D-Portland)
- 31 Betsy Johnson (D-Scappoose)
- 33 Chris Beck (D-Portland)
- 36 Mary Nolan (D-Portland)
- 38 Carolyn Tomei (D-Milwaukie)
- 41 Dan Gardner (D-Portland)
- 42 Diane Rosenbaum (D-Portland)
- 43 Deborah Kafoury (D-Portland)
- 44 Gary Hansen (D-Portland)
- 45 Jackie Dingfelder (D-Portland)
- 46 Steve March (D-Portland)
- 47 Jeff Merkley (D-Portland)
- 48 Randy Leonard (D-Portland)
- 49 Karen Minnis (R-Fairview)
- 50 Laurie Monnes Anderson (D-Gresham)
- 51 Jan Lee (D-Clackamas)
- 52 Patti Smith (R-Corbett)

### Senate Districts

- 14 Ryan Deckert (D-Beaverton)
- 16 Joan Dukes (D-Astoria)
- 17 Tom Hartung (R-Portland)
- 18 Ginny Burdick (D-Portland)
- 19 Randy Miller (R-Lake Oswego)
- 21 Kate Brown (D-Portland)
- 22 Margaret Carter (D-Portland)
- 23 Avel Gordly (D-Portland)
- 24 Frank Shields (D-Portland)
- 25 John Minnis (R-Fairview)
- 26 Rick Metsger (D-Welches)