

ANNOTATED MINUTES

Thursday, November 14, 2002 - 9:00 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

Chair Diane Linn convened the meeting at 9:03 a.m., with Vice-Chair Lonnie Roberts and Commissioner Maria Rojo de Steffey present, Commissioner Lisa Naito participating via speakerphone, and Commissioner Serena Cruz excused.

CONSENT CALENDAR

***UPON MOTION OF COMMISSIONER ROBERTS,
SECONDED BY COMMISSIONER NAITO, THE
CONSENT CALENDAR (ITEMS C-1 THROUGH C-4)
WAS UNANIMOUSLY APPROVED.***

NON-DEPARTMENTAL

- C-1 Appointments of Verna Porter, Ruhama Organ, Beverly Corr and Reappointments of Frank Landfair, Patty Brost and Anna Dugan to the ELDERS IN ACTION COMMISSION
- C-2 Reappointment of Dr. C. Tannert Pinney, Jr. to the EMERGENCY MEDICAL SERVICES ADVISORY BOARD/American Council of Emergency Physicians Representative Position

PUBLIC CONTRACT REVIEW BOARD

- C-3 ORDER Approving an Exemption to Amend Board Order No. 01-106 to Increase the Exemption Amount for Raintree, Inc.

ORDER 02-141.

DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES

- C-4 Budget Modification 03-BCS-01 Appropriating a \$175,000 Grant from the US Department of Justice to BCS Finance Operations for Pass-through to the Rockwood Neighborhood Weed and Seed Site

REGULAR AGENDA

AT THE REQUEST OF CHAIR LINN AND UPON MOTION OF COMMISSIONER ROJO, SECONDED BY COMMISSIONER ROBERTS, CONSIDERATION OF THE FOLLOWING ITEM WAS UNANIMOUSLY APPROVED.

HEALTH DEPARTMENT

UC-1 NOTICE OF INTENT to Request Grant Funds from the Health Services and Resources Administration (HRSA), Bureau of Primary Health Care (BPHC), to Fund Clinical Services Targeting Latinos Living in Multnomah County

COMMISSIONER ROJO MOVED AND COMMISSIONER ROBERTS SECONDED, APPROVAL OF UC-1. COMMISSIONER ROJO EXPLANATION AND COMMENTS IN SUPPORT. NOTICE OF INTENT UNANIMOUSLY APPROVED.

DEPARTMENT OF LIBRARY SERVICES

R-1 PROCLAMATION Commencing the First Annual "Everybody Reads Ernest J. Gaines 2003", a Community Reading Project of Multnomah County Library and the Library Foundation

COMMISSIONER ROBERTS MOVED AND COMMISSIONER ROJO SECONDED, APPROVAL OF R-1.

CHAIR LINN COMMENTS IN APPRECIATION FOR THE OVERWHELMING SUPPORT OF LIBRARY LEVY VOTERS AND IN APPRECIATION FOR THE EFFORTS OF LIBRARY DIRECTOR GINNIE COOPER.

GINNIE COOPER INTRODUCED MIKE HARRINGTON AND REPORTED THAT THE HOLLYWOOD LIBRARY WAS AWARDED THE 2002 GOVERNOR'S LIVABILITY AWARD AND EXPRESSED HER APPRECIATION FOR THE BOARD'S SUPPORT OF MIXED USE

DEVELOPMENT. CHAIR LINN AND COMMISSIONERS ROJO AND NAITO EXPRESSED THEIR APPRECIATION FOR THE EFFORTS OF LIBRARY STAFF AND ALL INVOLVED IN THE HOLLYWOOD LIBRARY PROJECT.

GINNIE COOPER AND PENNY HUMMEL EXPLANATION REGARDING THE FEATURED BOOK; ITS AVAILABILITY; OPPORTUNITIES TO PARTICIPATE IN PLANNED ACTIVITIES; AND THE VARIOUS COMMUNITY ORGANIZATIONS AND SPONSORS OF THE PROJECT. BOARD COMMENTS IN SUPPORT AND APPRECIATION OF THE EFFORTS OF MS. HUMMEL. PROCLAMATION 02-142 UNANIMOUSLY APPROVED.

DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES

- R-2 Second Reading and Possible Adoption of an ORDINANCE Amending Multnomah County Code Chapters 33, 34 and 35 to Move Filming and Associated Activities from a Review Use to an Allowed Use Within All Exclusive Farm Use Zones

ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER ROJO MOVED AND COMMISSIONER ROBERTS SECONDED, APPROVAL OF SECOND READING AND ADOPTION. NO ONE WISHED TO TESTIFY. ORDINANCE 999 UNANIMOUSLY ADOPTED.

- R-3 Second Reading and Possible Adoption of an ORDINANCE Amending MCC Chapter 7 to Add a Subchapter Relating to Emergency Management

ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER NAITO MOVED AND COMMISSIONER ROBERTS SECONDED, APPROVAL OF SECOND READING AND ADOPTION. NO ONE WISHED TO TESTIFY. ORDINANCE 1000 UNANIMOUSLY ADOPTED.

R-4 Intergovernmental Expenditure Agreement 4600003755 with the State of Oregon, Department of Transportation, to Replace the County's Beaver Creek Bridge Under the 2001 Oregon Transportation Investment Act Program

**COMMISSIONER ROJO MOVED AND
COMMISSIONER ROBERTS SECONDED,
APPROVAL OF R-4. ED ABRAHAMSON
EXPLANATION. AGREEMENT UNANIMOUSLY
APPROVED.**

R-5 Intergovernmental Expenditure Agreement 4600003756 with the State of Oregon, Department of Transportation, to Replace the County's Corbett Hill Viaduct Under the 2001 Oregon Transportation Investment Act Program

**COMMISSIONER ROJO MOVED AND
COMMISSIONER ROBERTS SECONDED,
APPROVAL OF R-5. ED ABRAHAMSON
EXPLANATION. AGREEMENT UNANIMOUSLY
APPROVED.**

R-6 Renewal of Three Year Lease 4600001173 with David Douglas School District No. 40, for Space at 2900 SE 122nd Avenue, Portland, for the Aging and Disability Services Division Mid-County District Office

**COMMISSIONER ROJO MOVED AND
COMMISSIONER ROBERTS SECONDED,
APPROVAL OF R-6. JENNIFER DE GREGORIO
EXPLANATION AND RESPONSE TO BOARD
QUESTIONS. LEASE AGREEMENT
UNANIMOUSLY APPROVED.**

PUBLIC COMMENT

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

NO ONE WISHED TO COMMENT.

NON-DEPARTMENTAL

- R-7 Gateway Children's Center (Children's Receiving Center) Funding Update. (Per Budget Note and Subsequent Briefing, Board directed that residential component of the Children's Receiving Center is opened and provides services to at least 8 children per night beginning end of November, 2002. Board directed the Department of County Human Services to report back with a briefing that includes options for operational funding to utilize the Children's Receiving Center by end of November, 2002.) Presented by John Ball and Doug Butler.

JOHN BALL PRESENTATION AND RESPONSE TO BOARD COMMENTS IN APPRECIATION.

- R-8 Budget Modification NOND 03-03 Requesting General Fund Contingency Transfer to Provide \$164,165 for One Time Only Support for the Gateway Children's Campus for Operations of the Residential Facility

COMMISSIONER NAITO MOVED AND COMMISSIONER ROJO SECONDED, APPROVAL OF R-8. COMMISSIONER NAITO EXPLANATION AND APPRECIATION FOR THE EFFORTS OF DISTRICT ATTORNEY MIKE SCHRUNK AND COMMISSIONER MARIA ROJO, HELEN SMITH AND CHARLOTTE COMITO. COMMISSIONER ROJO COMMENTS IN SUPPORT AND APPRECIATION FOR THE EFFORTS OF JANICE GRATTON. COMMISSIONER ROBERTS COMMENTS IN SUPPORT. CHAIR LINN COMMENTS IN SUPPORT. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

- R-9 RESOLUTION Approving the 2002 Multnomah County Salary Commission Report

COMMISSIONER NAITO MOVED AND COMMISSIONER ROJO SECONDED, APPROVAL OF SUBSTITUTE RESOLUTION. GAIL PARNELL EXPLANATION AND RESPONSE TO BOARD QUESTIONS. BOARD COMMENTS IN APPRECIATION FOR THE EFFORTS OF THE SALARY COMMISSION. COMMISSIONER ROBERTS REPORTED HE CANNOT SUPPORT ANY INCREASE IN THE SALARIES OF THE

COMMISSIONERS AT THIS TIME. CHAIR LINN ADVISED THAT IF THE SALARY RECOMMENDATIONS ARE IMPLEMENTED, SHE WANTS TO REVISIT THE FAIRNESS ISSUE AND BUDGET IMPLICATIONS. RESOLUTION 02-143 APPROVING THE 2002 MULTNOMAH COUNTY SALARY COMMISSION REPORT AND SETTING CHAIR AND COMMISSIONER SALARIES ADOPTED, WITH COMMISSIONERS NAITO, ROJO AND LINN VOTING AYE, AND COMMISSIONER ROBERTS VOTING NO.

R-10 RESOLUTION Authorizing the County to Enter into a Loan Agreement with the Susannah Maria Gurule Foundation

COMMISSIONER ROJO MOVED AND COMMISSIONER NAITO SECONDED, APPROVAL TO RESET RESOLUTION TO THURSDAY, DECEMBER 5, 2002. RESOLUTION UNANIMOUSLY RESET TO THURSDAY, DECEMBER 5, 2002.

DEPARTMENT OF COUNTY HUMAN SERVICES

R-11 Budget Modification CHS_7 Removing City of Portland Bridgeview Revenue (\$246,686) from the Department Budget. The City is Contracting Directly with Providers.

COMMISSIONER ROJO MOVED AND COMMISSIONER ROBERTS SECONDED, APPROVAL TO RESET BUDGET MODIFICATION TO THURSDAY, DECEMBER 19, 2002. RESOLUTION UNANIMOUSLY RESET TO THURSDAY, DECEMBER 19, 2002.

There being no further business, the meeting was adjourned at 10:05 a.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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NOVEMBER 14, 2002

BOARD MEETING

FASTLOOK AGENDA ITEMS OF INTEREST

Pg 2	9:00 a.m. Proclamation Commencing First Annual Community Reading Project
Pg 2& 3	9:20 a.m. Public Hearing/Readings Land Use and Emergency Management Ordinances
Pg 3	9:45 a.m. Gateway Children's Center - Children's Receiving Center Funding Update
Pg 3	10:30 a.m. General Fund Contingency Request
Pg 3	11:00 a.m. Resolution Authorizing Loan Agreement with SMG Foundation
The November 21, November 28, and December 26, 2002 Board Meetings are Cancelled	

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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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Thursday, November 14, 2002 - 9:00 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

CONSENT CALENDAR - 9:00 AM **NON-DEPARTMENTAL**

- C-1 Appointments of Verna Porter, Ruhama Organ, Beverly Corr and Reappointments of Frank Landfair, Patty Brost and Anna Dugan to the ELDERS IN ACTION COMMISSION
- C-2 Reappointment of Dr. C. Tannert Pinney, Jr. to the EMERGENCY MEDICAL SERVICES ADVISORY BOARD/American Council of Emergency Physicians Representative Position

PUBLIC CONTRACT REVIEW BOARD

- C-3 ORDER Approving an Exemption to Amend Board Order No. 01-106 to Increase the Exemption Amount for Raintree, Inc.

DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES

- C-4 Budget Modification 03-BCS-01 Appropriating a \$175,000 Grant from the US Department of Justice to BCS Finance Operations for Pass-through to the Rockwood Neighborhood Weed and Seed Site

REGULAR AGENDA - 9:00 AM **DEPARTMENT OF LIBRARY SERVICES - 9:00 AM**

- R-1 PROCLAMATION Commencing the First Annual "Everybody Reads Ernest J. Gaines 2003", a Community Reading Project of Multnomah County Library and the Library Foundation

DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES - 9:20 AM

- R-2 Second Reading and Possible Adoption of an ORDINANCE Amending Multnomah County Code Chapters 33, 34 and 35 to Move Filming and Associated Activities from a Review Use to an Allowed Use Within All Exclusive Farm Use Zones

- R-3 Second Reading and Possible Adoption of an ORDINANCE Amending MCC Chapter 7 to Add a Subchapter Relating to Emergency Management
- R-4 Intergovernmental Expenditure Agreement 4600003755 with the State of Oregon, Department of Transportation, to Replace the County's Beaver Creek Bridge Under the 2001 Oregon Transportation Investment Act Program
- R-5 Intergovernmental Expenditure Agreement 4600003756 with the State of Oregon, Department of Transportation, to Replace the County's Corbett Hill Viaduct Under the 2001 Oregon Transportation Investment Act Program
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PUBLIC COMMENT - 9:45 AM

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

NON-DEPARTMENTAL - 9:45 AM

- R-7 Gateway Children's Center (Children's Receiving Center) Funding Update. (Per Budget Note and Subsequent Briefing, Board directed that residential component of the Children's Receiving Center is opened and provides services to at least 8 children per night beginning end of November, 2002. Board directed the Department of County Human Services to report back with a briefing that includes options for operational funding to utilize the Children's Receiving Center by end of November, 2002.) Presented by John Ball and Doug Butler.
- R-8 Budget Modification NOND 03-03 Requesting General Fund Contingency Transfer to Provide \$164,165 for One Time Only Support for the Gateway Children's Campus for Operations of the Residential Facility
- R-9 RESOLUTION Approving the 2002 Multnomah County Salary Commission Report
- R-10 RESOLUTION Authorizing the County to Enter into a Loan Agreement with the Susannah Maria Gurule Foundation

DEPARTMENT OF COUNTY HUMAN SERVICES - 11:20 AM

R-11 Budget Modification CHS_7 Removing City of Portland Bridgeview Revenue (\$246,686) from the Department Budget. The City is Contracting Directly with Providers.

November 14, 2002 Unanimous Consent Item

HEALTH DEPARTMENT - 9:00 AM

UC-1 NOTICE OF INTENT to Request Grant Funds from the Health Services and Resources Administration (HRSA), Bureau of Primary Health Care (BPHC), to Fund Clinical Services Targeting Latinos Living in Multnomah County



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
501 S.E. HAWTHORNE BLVD. , Room 600
PORTLAND, OREGON 97204
(503) 988-5217

LISA NAITO • DISTRICT 3 COMMISSIONER

MEMORANDUM

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

FROM: Carol Wessinger
Staff to Commissioner Lisa Naito

DATE: October 21, 2002

RE: Board Attendance and voting by phone

Commissioner Naito will be unable to attend the Board Meeting November 14, 2002. She will be attending a NACO Children's Task Force Committee Meeting in San Francisco.

Commissioner Naito will be voting by phone.



Commissioner Serena Cruz, District 2

MULTNOMAH COUNTY OREGON

501 SE Hawthorne, Suite 600

Portland, Oregon 97214

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MEMORANDUM

TO: Chair Diane Linn
Commissioner Maria Rojo
Commissioner Lisa Naito
Commissioner Lonnie Roberts
Board Clerk Deb Bogstad

FROM: Mary Carroll
Staff to Commissioner Serena Cruz

DATE: November 13, 2002

RE: Board Meeting Absence

Commissioner Cruz will not be able to attend the November 14, 2002 Board meeting because she is out of town on vacation.

AGENDA PLACEMENT REQUEST

Board Clerk Use Only:
Meeting Date: November 14, 2002

Bud Mod #:

Agenda Item #: C-1

Estimated Start Time: 9:00 AM

Date Submitted: 10/16/02

Requested Date: 11/14/2002 **Time Requested:** Consent Agenda
Department: Non-Departmental **Division:** Chair's Office
Contact/s: Delma Farrell
Phone: 503/988-3953 **Ext.:** 83953 **I/O Address:** 503/600
Presenters: N/A

Agenda Title: Appointments of Verna Porter, Ruhama Organ, Beverly Corr and reappointments of Frank Landfair, Patty Brost and Anna Dugan to the Elders in Action Commission

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

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

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

Elders in Action Commission Chair, Charles Kurtz, recommends appointments of

Verna Porter, At Large Representative, Term End 7/30/2005
Ruhama Organ, Mid County Advisory Committee on Aging Rep., Term End 7/30/2005
Beverly Corr, Hollywood Senior Advisory Committee Representative, Term End 7/30/2005

Reappointments:

Frank Landfair, At Large Representative, Term End 7/30/2004
Patt Brost, At Large Representative, Term End 7/30/2005
Anna Dugan, SW District Advisory Committee on Aging Rep., Term End 7/30/2005

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

The mission statement of the Elders in Action Commission (EAC) is to assure a vibrant community through the active involvement of older adults. The EAC has 31 members: 1 consumer from each of the District Advisory Councils (East County, Southwest, Northeast and Southeast); 3 representatives from retired persons organizations; 6 at-large members; 1 consumer representing the disabled. Other members, not appointed by the County Chair, include 1 consumer from each of the 4 District Advisory Councils; 1 elected official; 5

representatives from retired persons' organizations; 6 at-large members. Membership must include at least 51% of persons over the age of 60, low income persons, racial minorities and adult disabled, at least proportionate to their numbers county-wide, and persons from urban and rural areas of the County. Members are appointed to 3-year terms by the County Chair with approval of the Board of County Commissioners. Becky Wehri is the Executive Director of the Elders in Action Commission.

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

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

If a budget modification, explain:

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

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

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

If grant application/notice of intent, explain:

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

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

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

Required Approvals (typed names indicate approval)

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

Agenda Review Team

By: (type name of approver):

AGENDA PLACEMENT REQUEST

Board Clerk Use Only:
Meeting Date: November 14, 2002

Bud Mod #:

Agenda Item #: C-2

Estimated Start Time: 9:00 AM

Date Submitted: 10/16/02

Requested Date: 11/14/2002 **Time Requested:** Consent Agenda
Department: Non-Departmental **Division:** Chair's Office
Contact/s: Delma Farrell
Phone: 503/988-3953 **Ext.:** 83953 **I/O Address:** 503/600
Presenters: N/A

Agenda Title:
Reappointment of Dr. C. Tannert Pinney, Jr. to the Emergency Medical Services
Advisory Board/American Council of Emergency Physicians Representative Position

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

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

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

County EMS Administrator Bill Collins recommends reappointment of Dr. C. Tannert Pinney Jr. to the Multnomah County Emergency Medical Services Advisory Board, American Council of Emergency Physicians Representative Position, for a term ending 10/31/2005.

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

The purpose of the EMS Board is to approve proposed rules; consult with appropriate persons, departments, agencies and organizations and advise the EMS director; review the policies and procedures of the Medical Resource Hospital(s) and report findings and recommendations to the Director. The EMS Board consists of 3 physicians interested and involved in pre-hospital emergency care (one each recommended from the following organizations: the Multnomah County Medical Society, the American College of Emergency Physicians, and MRH-Medical Resources Hospital); 1 physician recommended by the County Health Officer as a member at large; 1 nurse specializing

in emergency care and recommended by the Emergency Nurses Association; 2 paramedics recommended by organizations representing paramedics. Members are appointed to 3-year terms by the County Chair with approval of the Board of County Commissioners.

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

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Required Approvals (typed names indicate approval)

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

Agenda Review Team

By: (type name of approver):

Date:

AGENDA PLACEMENT REQUEST

Board Clerk Use Only:
Meeting Date: November 14, 2002

Bud Mod #:

Agenda Item #: C-3

Estimated Start Time: 9:00 AM

Date Submitted: 10/17/02

Requested Date: November 14, 2002

Time Requested: NA

Department: DBCS

Division: Finance/CPCA

Contact/s: Franna Hathaway

Phone: (503)988-5111

Ext.: 22651

I/O Address: 503/4

Presenters: Consent Calendar

Agenda Title:

PCRB EXEMPTION REQUEST TO AMEND BOARD ORDER 01-0106 TO INCREASE THE EXEMPTION AMOUNT FOR RAINTREE, INC.

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

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

The Department of County Human Services (DCHS), Mental Health and Addiction Services Division, is requesting the authority to amend the existing Board Order (01-0106) with Raintree, Inc to add an additional \$100,000 in funding. This exemption would provide procurement authority for a total amount of \$300,000, since the original Board Order provided for funding up to \$200,000.

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

Almost two years ago at the direction of the Chair, DCHS undertook a virtual redesign of the entire mental health system. As a part of the redesign, they needed a comprehensive computer database system with client information. Raintree was selected for a total contract funding estimated at approximately \$200,000 – (See Board Order B0 01-0106, dated August 9, 2001). The original contract specifies a maintenance fee that pays the vendor for software maintenance and support on an annual basis and licensing costs that is based on current users. MH-AS now wants to expand the use of the system outside of the acute care crisis system that will require the purchase of additional user licenses and drives a related increase in the monthly application service provider fees

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

An additional \$100,000 will be added to the exemption amount for Raintree, Inc to a total of \$300,000 for the period July 1, 2002 through June 30, 2003.

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

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

This exemption amendment request is in accord with the requirements of Multnomah County Public Contract Review Board Administrative Rule 300-0050.

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

Required Approvals (typed names indicate approval)

Department/Agency Director (type name of approver): M. Cecilia Johnson

Agenda Review Team

By: (type name of approver):

Date:



MULTNOMAH COUNTY OREGON

CM 10/10/02 c
OK

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204-1618
PHONE (503) 988-3691
FAX (503) 988-3379
TDD (503) 988-3598

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

TO: Franna Hathaway, Manager
Central Procurement & Contract Administration

FROM: John Ball, Interim Director *J Ball*
Department of County Human Services

DATE: October 9, 2002

SUBJECT: Exemption Amendment for Board Order BO 01-0106, for Raintree, Inc. for the period
July 1, 2001 through June 30, 2003

RECEIVED
PURCHASING SECTION
2002 OCT 10 PM 3:05
MULTNOMAH COUNTY

Request for Exemption: The Department of County Human Services (DCHS), Mental Health and Addiction Services Division, is requesting the authority to amend the existing Board Order with Raintree, Inc to add an additional \$100,000 in funding. This exemption would provide procurement authority for a total amount of \$300,000, since the original Board Order provided for funding up to \$200,000.

Basis for Exemption: The RFP exemption request is based on PUR-1, Section XII, Paragraph B 1 c. "Sole Qualified contractor exemption - NOI process not followed".

Background: Almost two years ago, it was generally recognized that the area Mental Health system of care contained fundamental weaknesses that could not be readily addressed within the service structure as it then existed. As a result and at the direction of the Chair, DCHS undertook a virtual redesign of the entire mental health system. As a part of the redesign, we needed a comprehensive computer database system with client information. To accomplish this, a comprehensive vendor selection process was undertaken. The original vendor list included Centromine, Epic, PH Tech, and Raintree, with Raintree being eventually selected for a total contract funding estimated at approximately \$200,000 – (See Board Order B0 01-0106, dated August 9, 2001). The original contract specifies a maintenance fee that pays the vendor for software maintenance and support on an annual basis and licensing costs that is based on current users. MH-AS now wants to expand the use of the system outside of the acute care crisis system that will require the purchase of additional user licenses and drives a related increase in our monthly application service provider fees. Additionally, we have identified customization requirements to meet FQHC billing requirements that drives the purchase a block of customization hours. FQHC will enable the County to increase federal revenue by at least \$500,000.

If this amendment to the original Board Order is approved, we will add \$100,000 of funding for a total of \$300,000. Should you require additional information, please contact Gerald E. Jelusich at extension 24692.



Department of County Human Services
MULTNOMAH COUNTY OREGON

421 SW Sixth – Seventh Floor
Portland OR 97216-1618
(503) 988-3691 phone
(503) 988-3379 fax

TO: Franna Hathaway, Manager
Central Procurement & Contract Administration

FROM: John Ball, Interim Director
Department of County Human Services

DATE: October 9, 2002

SUBJECT: Exemption Amendment for Board Order BO 01-0106, for Raintree, Inc. for the period July 1, 2001 through June 30, 2003

Request for Exemption: The Department of County Human Services (DCHS), Mental Health and Addiction Services Division, is requesting the authority to amend the existing Board Order with Raintree, Inc to add an additional \$100,000 in funding. This exemption would provide procurement authority for a total amount of \$300,000, since the original Board Order provided for funding up to \$200,000.

Basis for Exemption: The RFP exemption request is based on PUR-1, Section XII, Paragraph B 1 c. "*Sole Qualified contractor exemption - NOI process not followed*".

Background: Almost two years ago, it was generally recognized that the area Mental Health system of care contained fundamental weaknesses that could not be readily addressed within the service structure as it then existed. As a result and at the direction of the Chair, DCHS undertook a virtual redesign of the entire mental health system. As a part of the redesign, we needed a comprehensive computer database system with client information. To accomplish this, a comprehensive vendor selection process was undertaken. The original vendor list included Centromine, Epic, PH Tech, and Raintree, with Raintree being eventually selected for a total contract funding estimated at approximately \$200,000 – (See Board Order BO 01-0106, dated August 9, 2001). The original contract specifies a maintenance fee that pays the vendor for software maintenance and support on an annual basis and licensing costs that is based on current users. MH-AS now wants to expand the use of the system outside of the acute care crisis system that will require the purchase of additional user licenses and drives a related increase in our monthly application service provider fees. Additionally, we have identified customization requirements to meet FQHC billing requirements that drives the purchase a block of customization hours. FQHC will enable the County to increase federal revenue by at least \$500,000.

If this amendment to the original Board Order is approved, we will add \$100,000 of funding for a total of \$300,000. Should you require additional information, please contact Gerald E. Jelusich at extension 24692.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

ORDER NO. 01-106

Exempting from the Formal Competitive Bid Process the Contract with Raintree, Inc. for a Software Program, and Two Years' Maintenance until June 30, 2003

The Multnomah County Board of Commissioners Finds:

- a. The Board, acting in its capacity as the Multnomah County Public Contract Review Board to review, pursuant to PCRB Rules AR10.140, a request from the Department of Community and Family Services, to contract with Raintree, Inc. for a Software Program, and two years' maintenance until June 30, 2003., for a total funding of approximately \$200,000.
- b. As it appears in the memorandum from Lorenzo Poe, the request for exemption is based upon the fact two years ago it was generally recognized that the area Mental Health system of care contained fundamental weaknesses. As a result and at the direction of the Chair, DEFS undertook a virtual redesign of the entire mental health system. As part of the redesign, a comprehensive computer database system with client information needed to be initiated and put into practice as soon as possible. To accomplish this, a comprehensive vendor selection process was undertaken. The vendor selection process followed was unorthodox, but embodied the spirit of vendor/County teamwork critical to get a redesigned mental health system of care that both the County and responsible vendors can operate successfully. As a result of the scored demonstration, the Mental Health redesign team has accepted the final results and has requested authority to contract with the high scoring contractor, Raintree, Inc. Total contract funding will be approximately \$200,000.00.
- c. This exemption request is in accord with the requirements of Multnomah County Public Contract Review Board Administrative Rules AR10.140.

The Multnomah County Board of Commissioners, Acting as the Public Contract Review Board Orders:

1. That the contract with Raintree, Inc. may be exempted from formal procurement process. The contract period is from July 1, 2001 to June 30, 2003.

ADOPTED this 9th day of August, 2001.



BOARD OF COUNTY COMMISSIONERS FOR
MULTNOMAH COUNTY, OREGON, ACTING AS
THE PUBLIC CONTRACT REVIEW BOARD

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
John Thomas, Assistant County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

ORDER NO. _____

Approving an Exemption to Amend Board Order No. 01-106 to Increase the Exemption Amount for Raintree, Inc.

The Multnomah County Board of Commissioners Finds:

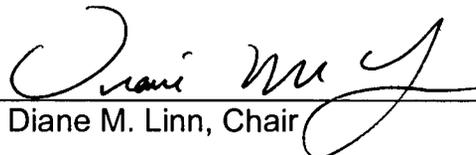
- a. The Board, acting as the Multnomah County Public Contract Review Board to review, pursuant to PCRB Rules 300-0050, a request from the Department of County Human Services, Mental Health and Addiction Services Division, to amend the existing Board Order 01-106 to increase the exemption amount for Raintree, Inc.
- b. Almost two years ago, DCHS needed a comprehensive computer database system with client information. Raintree was selected for a total contract funding estimated at approximately \$200,000. The original contract specifies a maintenance fee that pays the vendor for software maintenance and support on an annual basis and licensing costs that is based on current users. MH-AS now wants to expand the use of the system outside of the acute care crisis system that will require the purchase of additional user licenses and drives a related increase in the monthly application service provider fees.
- c. This exemption request is in accord with the requirements of Multnomah County Public Contract Review Board Administrative Rules 300-0050.

The Multnomah County Board of Commissioners Orders:

The exemption amount for Raintree, Inc. may be increased by \$100,000 to a new total of \$300,000.

ADOPTED this 14th day of November, 2002.

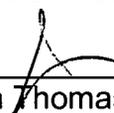
BOARD OF COUNTY COMMISSIONERS FOR
MULTNOMAH COUNTY, OREGON, ACTING AS
THE PUBLIC CONTRACT REVIEW BOARD



Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 

John Thomas, Assistant County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

ORDER NO. 02-141

Approving an Exemption to Amend Board Order No. 01-106 to Increase the Exemption Amount for Raintree, Inc.

The Multnomah County Board of Commissioners Finds:

- a. The Board, acting as the Multnomah County Public Contract Review Board to review, pursuant to PCRB Rules 300-0050, a request from the Department of County Human Services, Mental Health and Addiction Services Division, to amend the existing Board Order 01-106 to increase the exemption amount for Raintree, Inc.
- b. Almost two years ago, DCHS needed a comprehensive computer database system with client information. Raintree was selected for a total contract funding estimated at approximately \$200,000. The original contract specifies a maintenance fee that pays the vendor for software maintenance and support on an annual basis and licensing costs that is based on current users. MH-AS now wants to expand the use of the system outside of the acute care crisis system that will require the purchase of additional user licenses and drives a related increase in the monthly application service provider fees.
- c. This exemption request is in accord with the requirements of Multnomah County Public Contract Review Board Administrative Rules 300-0050.

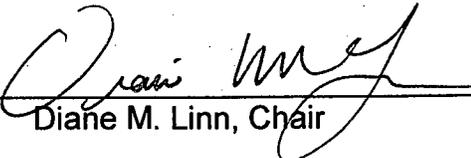
The Multnomah County Board of Commissioners Orders:

The exemption amount for Raintree, Inc. may be increased by \$100,000 to a new total of \$300,000.

ADOPTED this 14th day of November, 2002.



BOARD OF COUNTY COMMISSIONERS FOR
MULTNOMAH COUNTY, OREGON, ACTING AS
THE PUBLIC CONTRACT REVIEW BOARD

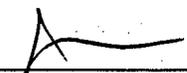


Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By



John Thomas, Assistant County Attorney

AGENDA PLACEMENT REQUEST

Board Clerk Use Only:
Meeting Date: November 14, 2002

Bud Mod #: 03-BCS-01

Agenda Item #: C-4

Estimated Start Time: 9:00 AM

Date Submitted: 10/18/02

Requested Date: November 14, 2002

Time Requested: Consent

Department: Business & Community Services

Division: Finance Operations

Contact/s: Mindy Harris

Phone: 503 988-3786

Ext. 83786

I/O Address: 503/4/GL

Presenters: Mindy Harris

Agenda Title:

Budget Modification 03-BCS-01 appropriating a \$175,000 grant from the US Department of Justice to BCS Finance Operations for passthrough to the Rockwood Neighborhood Weed & Seed site

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

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

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

Approve Budget Modification at the request of the department.

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

Federal rules require a public entity to account for this passthrough grant; the BCS Finance General Ledger Unit will be acting as the fiscal agent for the Rockwood Neighborhood Weed and Seed site grant that has just been approved by the Federal Department of Justice. The Department of Justice funds are passed through to the community group involved in drug crime abatement and the County recovers the direct cost of accounting for the grant as fiscal agent.

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

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

If a budget modification, explain:

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

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

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

If grant application/notice of intent, explain:

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

The full amount appropriated by the Department of Justice for federal fiscal year 2003 (\$175,000) is being added to the FY 2003 BCS Federal State Fund budget by this action. It is anticipated that the FY 2004 BCS budget will appropriate the balance of remaining grant funds for this project.

The grantor does not allow indirect costs. However, the grant does allow the direct cost of accounting staff to be billed against the grant (\$300 per month, \$3,600 total).

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

N/A

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

N/A

Required Approvals (typed names indicate approval)

Department/Agency Director (type name of approver): M. Cecilia Johnson

Agenda Review Team

By: (type name of approver):

Date:

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

DEPARTMENT: Business & Community Services DIVISION: Financial Operations

CONTACT: Mindy Harris PHONE: _____

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: Mindy Harris

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

Budget Modification 03-BCS-01 appropriating a \$175,000 grant from the US Department of Justice to BCS Finance Operations for passthrough to the Rockwood Neighborhood Weed and Seed site .

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

The Federal Department of Justice allows citizen neighborhood groups to apply for funding to assist in drug crime prevention activities. Such funds must pass through a public entity as fiscal agent. The funding for the Rockwood site is accounted for by the General Ledger unit in Finance. The grant has not been budgeted in FY 2003. This budget modification appropriates estimated receipts for the current year.

Other than the cost of accounting for the money (approximately \$3,600) all the revenue is passed through to the Rockwood Neighborhood Weed and Seed site.

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

The Department of Justice has appropriated \$175,000 to Multnomah County, Oregon during federal fiscal year 2003 for the Rockwood Neighborhood Weed & Feed site. This amount of revenue and expenditures will be added to Multnomah County's Federal State Fund budget for FY2003.

TOTAL \$175,000 Fed State Fund

4. CONTINGENCY STATUS [To Be Completed by Budget & Planning]

_____ Fund Contingency BEFORE THIS MODIFICATION (as of _____): \$ _____
 (Specify Fund) AFTER THIS MODIFICATION: \$ _____

Originated By: _____	Date: _____	Department Director: <u>[Signature]</u>	Date: <u>10/16/02</u>
Plan / Budget Analyst: <u>[Signature]</u>	Date: <u>10-18-02</u>	Employee Services: _____	Date: _____
Board Approval: <u>[Signature]</u>	Date: <u>11.14.02</u>		

BUDGET MODIFICATION: # EXPENDITURES & REVENUES

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

Budget Fiscal Year: 00/01

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	21040			fin02.1	50170	-	(175,000)	(175,000)		Weed & Seed grant revenue
2	70-05	21040			fin02.1	60160	-	171,400	171,400		Pass through to Rockwood site
3	70-05	21040			fin02.1	90001	-	3,600	3,600		Direct cost of G/L Accountant
4								0			
5								0			
6								0			
7								0			
8								0			
9								0			
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26								0			
27								0			
28								0			
29								0			
								0		0	Total - Page 1
								0		0	GRAND TOTAL



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Executive Office for
Weed and Seed

Grant

PAGE 1 OF 2

1 RECIPIENT NAME AND ADDRESS (Including Zip Code) County of Multnomah 501 SE Hawthorne Blvd Room 600 Portland OR 97293 0700		4 AWARD NUMBER 2002 WS QX 0118	
		5 PROJECT PERIOD FROM 10/01/2002 TO 09/30/2003 BUDGET PERIOD FROM 10/01/2002 TO 09/30/2003	
1A GRANTEE IRS/VENDOR NO 936002309		6 AWARD DATE 09/30/2002	7 ACTION Initial
		8 SUPPLEMENT NUMBER	
		9 PREVIOUS AWARD AMOUNT \$ 0	
3 PROJECT TITLE Executive Office for Weed and Seed Competitive Solicitation		10 AMOUNT OF THIS AWARD \$ 175 000	
		11 TOTAL AWARD \$ 175 000	

12 SPECIAL CONDITIONS
THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED 1 PAGE(S)

13 STATUTORY AUTHORITY FOR GRANT
This project is supported under Title I of the Omnibus Crime Control and Safe Streets Act of 1968 42 U S C 3701 ET SEQ as amended

15 METHOD OF PAYMENT
LOCES

AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16 TYPED NAME AND TITLE OF APPROVING OJP OFFICIAL Deborah J Daniels Assistant Attorney General		18 TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Tory Mitchell Fiscal Specialist Two	
17 SIGNATURE OF APPROVING OJP OFFICIAL <i>Deborah J Daniels</i>		19 SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL <i>Tory Mitchell</i>	19A DATE 10/11/2002

AGENCY USE ONLY									
20 ACCOUNTING CLASSIFICATION CODES									
FISCAL YEAR	FUND CODE	BUD ACT	DIV OFC	DIV REG	SUB	POMS	AMOUNT		
X	Q	WS	26	00	00		175000		
21 WS02A00334									



U S DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Executive Office for
Weed and Seed

AWARD CONTINUATION
SHEET
Grant

PAGE 2 OF 2

PROJECT NUMBER 2002 WS QX-0118

AWARD DATE 09/30/2002

SPECIAL CONDITIONS

- 1 The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide
- 2 The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C F R Section 42 302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance
- 3 The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the OJP Financial Guide, Chapter 19
- 4 The grantee agrees to require that organizations which receive grant funds certify, as part of the contract, that they have appropriate hiring policies and screening procedures for employees who will be working with youth and other residents as part of the Weed and Seed strategy
- 5 While specific program strategies may vary from site to site, the planning, development and execution for the following elements shall be common to all Weed and Seed sites These common elements are (1) to organize and regularly convene a Weed and Seed steering committee (2) to maintain focus on the four components in the target neighborhood, (3) to screen applicants working with children while selecting and mobilizing resources to address neighborhood problems, (4) to regularly revisit goals, objectives, and the implementation strategies and schedules Failure to substantially comply with these elements are cause to discontinue grant funding
- 6 The Grantee agrees to submit a copy of approved Weed and Seed Steering Committee Policies and Procedures within 90 days of award
- 7 The grantee is encouraged to have at least one Safe Haven as a key element of the Weed and Seed strategy
- 8 Grantee agrees that if it chooses to award mini grants (sub grants), those mini grant awards will be made for criminal justice purposes Grantee agrees to submit documentation of procedures for award and management of the mini grant process within 90 days of award, if they have not already done so Grantee also agrees to ensure that these procedures comply with the OJP Financial Guide
For purposes of this condition, "criminal justice purposes" shall mean those activities contemplated in the definition of "criminal justice" found in the Omnibus Crime Control and Safe Streets Act, 42 U S C § 3791 (a)(1) "Criminal justice" is defined as " activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency "
- 9 The grantee agrees to submit a Government Performance Results Act (GPRA) Report for each calendar year in which the grant remains open These GPRA reports are due in EOWS by May 31st of each year, reporting the results from the preceding calendar year
- 10 The applicant budget is pending review or approval The recipient may not obligate, expend or draw down any grant funds until the Office of the Comptroller, Office of Justice Programs has issued clearance of the application budget, and a Grant Adjustment Notice has been issued removing this special condition



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Executive Office for
Weed and Seed

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER

2002-WS-QX-0118

PAGE 1 OF 1

This project is supported under Title I of the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. 3701, ET SEQ., as amended

1 STAFF CONTACT (Name, address & telephone number)

Robert Hendricks
(202) 305-1909

2 PROJECT DIRECTOR (Name, address & telephone number)

Tory Mitchell
Fiscal Specialist Two
501 SE Hawthorne Blvd
Room 600
Portland, OR 97293 - 0700
(503) 988-3312 22300

3a TITLE OF THE PROGRAM

Executive Office for Weed and Seed Competitive Solicitation

3b POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4 TITLE OF PROJECT

5 NAME & ADDRESS OF GRANTEE

County of Multnomah
501 SE Hawthorne Blvd Room 600
Portland OR 97293 0700

6 NAME & ADDRESS OF SUBGRANTEE

7 PROGRAM PERIOD

FROM 10/01/2002 TO 09/30/2003

8. BUDGET PERIOD

FROM 10/01/2002 TO 09/30/2003

9 AMOUNT OF AWARD

\$ 175,000

10 DATE OF AWARD

09/10/2002

11 SECOND YEAR'S BUDGET

12 SECOND YEAR'S BUDGET AMOUNT

13 THIRD YEAR'S BUDGET PERIOD

14 THIRD YEAR'S BUDGET AMOUNT

15 SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Rockwood Neighborhood of Gresham, Oregon, received Official Recognition in February 2002. The geographic area of the Rockwood site includes census tracts 96 03, 96 04, 96 05, 96 06, 97 02, and 98 01.

Tory Mitchell
11-2-02

The street boundaries are 162nd to 202nd, Division to Stark. The total population of this area in 2000 was 28,836. This is their first award to implement their strategy.

During this project period, law enforcement strategies are to reduce the incidence of gang violence, domestic violence, child abuse and street level crimes. Community policing strategies are to create an environment of mutual trust between the police and the neighborhood residents, engage youth in positive activities and create a safer and more livable community. Prevention, intervention, and treatment efforts will focus on creating a seamless system for children in need, from birth through high school that includes access to health care and other social services with an emphasis on alcohol and drug abuse. Neighborhood restoration strategies are to improve the image, housing conditions, job and training opportunities, communications and leadership in Rockwood.

The site has allocated \$87,550 of the total award \$175,000 to support weeding activities, including community policing.

Each Weed and Seed site is required to demonstrate its local coordination efforts in its application for Official Recognition and include a firm commitment of either time or resources to the project in a specific Memorandum of Understanding.

ca/acf

Tony [Signature]
10/11/2002

In



U S DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Executive Office for
Weed and Seed

Grant

PAGE 1 OF 2

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3 PROJECT TITLE Executive Office for Weed and Seed Competitive Solicitation		9 PREVIOUS AWARD AMOUNT \$ 0	
		10 AMOUNT OF THIS AWARD \$ 175 000	
		11 TOTAL AWARD \$ 175 000	

12 SPECIAL CONDITIONS
THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED 1 PAGE(S)

13 STATUTORY AUTHORITY FOR GRANT
This project is supported under Title I of the Omnibus Crime Control and Safe Streets Act of 1968 42 U S C 3701 ET SEQ as amended

15 METHOD OF PAYMENT
LOCES

AGENCY APPROVAL	GRANTEE ACCEPTANCE
16 TYPED NAME AND TITLE OF APPROVING OJP OFFICIAL Deborah J Daniels Assistant Attorney General	18 TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Tory Mitchell Fiscal Specialist Two
17 SIGNATURE OF APPROVING OJP OFFICIAL 	19 SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL
	19A DATE 10/11/2002

AGENCY USE ONLY								
20 ACCOUNTING CLASSIFICATION CODES								
FISCAL YEAR	FUND CODE	BUD ACT	OFC	DIV REG	SUB	POMS	AMOUNT	
X	Q	WS	26	00	00		175000	
21 WS02A00334								



U S DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
Executive Office for
Weed and Seed

AWARD CONTINUATION
SHEET
Grant

PAGE 2 OF 2

PROJECT NUMBER 2002 W/S QX-0118

AWARD DATE 09/30/2002

SPECIAL CONDITIONS

- 1 The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide
- 2 The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance
- 3 The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the OJP Financial Guide, Chapter 19
- 4 The grantee agrees to require that organizations which receive grant funds certify, as part of the contract, that they have appropriate hiring policies and screening procedures for employees who will be working with youth and other residents as part of the Weed and Seed strategy
- 5 While specific program strategies may vary from site to site, the planning, development and execution for the following elements shall be common to all Weed and Seed sites. These common elements are (1) to organize and regularly convene a Weed and Seed steering committee (2) to maintain focus on the four components in the target neighborhood, (3) to screen applicants working with children while selecting and mobilizing resources to address neighborhood problems, (4) to regularly revisit goals, objectives, and the implementation strategies and schedules. Failure to substantially comply with these elements are cause to discontinue grant funding
- 6 The Grantee agrees to submit a copy of approved Weed and Seed Steering Committee Policies and Procedures within 90 days of award
- 7 The grantee is encouraged to have at least one Safe Haven as a key element of the Weed and Seed strategy
- 8 Grantee agrees that if it chooses to award mini grants (sub grants), those mini grant awards will be made for criminal justice purposes. Grantee agrees to submit documentation of procedures for award and management of the mini grant process within 90 days of award, if they have not already done so. Grantee also agrees to ensure that these procedures comply with the OJP Financial Guide
For purposes of this condition, "criminal justice purposes" shall mean those activities contemplated in the definition of "criminal justice" found in the Omnibus Crime Control and Safe Streets Act, 42 U.S.C. § 3791 (a)(1). "Criminal justice" is defined as "activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals, including juveniles, activities of courts having criminal jurisdiction and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency."
- 9 The grantee agrees to submit a Government Performance Results Act (GPRA) Report for each calendar year in which the grant remains open. These GPRA reports are due in EOWS by May 31st of each year, reporting the results from the preceding calendar year
- 10 The applicant budget is pending review or approval. The recipient may not obligate, expend or draw down any grant funds until the Office of the Comptroller, Office of Justice Programs has issued clearance of the application budget, and a Grant Adjustment Notice has been issued removing this special condition



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Executive Office for
Weed and Seed

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER
2002-WS-QX-0118

PAGE 1 OF 1

This project is supported under Title I of the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. 3701, ET SEQ., as amended

<p>1 STAFF CONTACT (Name, address & telephone number)</p> <p>Robert Hendricks (202) 305-1909</p>	<p>2 PROJECT DIRECTOR (Name, address & telephone number)</p> <p>Tory Mitchell Fiscal Specialist Two 501 SE Hawthorne Blvd Room 600 Portland, OR 97293 - 0700 (503) 988-3312 22300</p>
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<p>3a TITLE OF THE PROGRAM</p> <p>Executive Office for Weed and Seed Competitive Solicitation</p>	<p>3b POMS CODE (SEE INSTRUCTIONS ON REVERSE)</p>
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4 TITLE OF PROJECT

<p>5 NAME & ADDRESS OF GRANTEE</p> <p>County of Multnomah 501 SE Hawthorne Blvd Room 600 Portland OR 97293 0700</p>	<p>6 NAME & ADDRESS OF SUBGRANTEE</p>
---	---

<p>7 PROGRAM PERIOD</p> <p>FROM 10/01/2002 TO 09/30/2003</p>	<p>8. BUDGET PERIOD</p> <p>FROM 10/01/2002 TO 09/30/2003</p>
--	--

<p>9 AMOUNT OF AWARD</p> <p>\$ 175,000</p>	<p>10 DATE OF AWARD</p> <p>09/10/2002</p>
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<p>11 SECOND YEAR'S BUDGET</p>	<p>12 SECOND YEAR'S BUDGET AMOUNT</p>
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<p>13 THIRD YEAR'S BUDGET PERIOD</p>	<p>14 THIRD YEAR'S BUDGET AMOUNT</p>
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15 SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Rockwood Neighborhood of Gresham, Oregon, received Official Recognition in February 2002. The geographic area of the Rockwood site includes census tracts 96 03, 96 04, 96 05, 96 06, 97 02, and 98 01.

Tory Mitchell

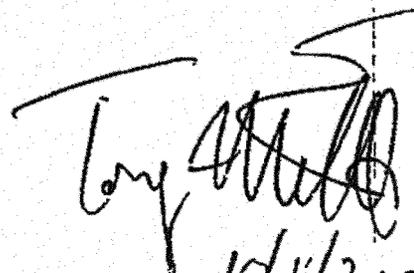
The street boundaries are 162nd to 202nd, Division to Stark. The total population of this area in 2000 was 28,836. This is their first award to implement their strategy.

During this project period, law enforcement strategies are to reduce the incidence of gang violence, domestic violence, child abuse and street level crimes. Community policing strategies are to create an environment of mutual trust between the police and the neighborhood residents, engage youth in positive activities and create a safer and more livable community. Prevention, intervention, and treatment efforts will focus on creating a seamless system for children in need, from birth through high school that includes access to health care and other social services with an emphasis on alcohol and drug abuse. Neighborhood restoration strategies are to improve the image, housing conditions, job and training opportunities, communications and leadership in Rockwood.

The site has allocated \$87,550 of the total award \$175,000 to support weedng activities, including community policing.

Each Weed and Seed site is required to demonstrate its local coordination efforts in its application for Official Recognition and include a firm commitment of either time or resources to the project in a specific Memorandum of Understanding.

ca/acf


10/11/2002

In

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:
Meeting Date: November 14, 2002
Agenda Item #: UC-1
Est. Start Time: 9:00 AM
Date Submitted: 11/12/02

Requested Date: 11/14/02

Time Requested: 5 minutes

Department: Non-Departmental

Division: Commissioners Cruz and Rojo

Contact/s: Tom Fronk

Phone: 503-988-3674

Ext.: 24274

I/O Address: 106/14

Presenters: Tom Fronk

Agenda Title: Notice of Intent to request grant funds from the Health Services and Resources Administration (HRSA), Bureau of Primary Health Care (BPHC), to fund clinical services targeting Latinos living in Multnomah County.

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

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

Authorize the Director of the Health Department to seek a New Access Point grant from the BPHC.

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

Problems in accessing comprehensive primary and preventative health care services continue to be a problem for low income, uninsured residents in our County. This problem is particularly acute for Latino residents, due to the nature of employment, documentation issues, educational attainment, and other issues. These access problems are described in *Salir Adelante: a needs and assets assessment of the Hispanic community of Multnomah County*.

There are limits, and there will continue to be limits, on the County's ability to individually provide access to health care services for these and other low income, uninsured residents. The County is seeking partners to work with the County in providing care. This access partnership is co-sponsored by Clara Padilla-Andrews, Lillian Shirley, and Commissioners Rojo de Steffey and Cruz. The access partnership work team consists of community members, county staff, and Providence Health Systems.

To support this partnership the work team has engaged the community in a 'community voices' process, to ask the community's advice in the design, location, scope, and client focus of comprehensive primary care services. The community voices process is currently under way. It has been met with enthusiastic participation by consumers, providers, and advocates.

As one possible outcome, the community may ask the County to apply for a BPHC New Access Point grant. BPHC funding priorities are highly favorable for well established community health centers such as the Health Department. While there is no guarantee at this point in the process that the County will be asked to apply, the likelihood is great enough, and the federal application timelines short enough, to warrant seeking permission at this time.

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

Receipt of a BPHC New Access Point grant will allow placement of clinical services in the community targeting Latinos without additional county general fund support. These grants generally allow recovery of appropriate overhead costs. These grants may be awarded for up to \$650,000 annually. These grants are continuing. No local match is required.

Several options under study by the work team could lead to a grant application being submitted by the Health Department.

If grant application/notice of intent, explain:

❖ **Who is the granting agency?**

Bureau of Primary Health Care, HRSA

❖ **Specify grant requirements and goals.**

New access point grants fund are a key component of the President's multi-year plan to serve an additional six million people through community health centers. Grants target uninsured and underinsured persons. Successful applicants must demonstrate community need, and organizationally meet the requirements of being a federal grantee (the Health Department has long met these requirements).

Services must start within 90 days of grant award. Services must be comprehensive, and include dental and mental health services. Projects must serve all regardless of ability to pay.

❖ **Explain grant funding detail – is this a one time only or long term commitment?**

BPHC New access point grants represent a permanent increase to a health center's base community health center grant award.

❖ **What are the estimated filing timelines?**

The due date is not certain at this time. The BPHC has yet to publish final program guidance for Federal Fiscal Year (FFY) 2003 grants. The guidance is expected on a day-by-day basis. Completed grants will be due 30 days after publication. This is a detailed, complex grant application process. Waiting until the next scheduled Board meeting date in December would jeopardize our ability to prepare an application.

The delay in grant due date allows this grant offering to be considered. During FFY 2002 the first grant cycle had a November 15 due date. The work team decided against applying on this schedule. As it became evident that the due date would be pushed back for FFY 2003, an application became possible.

In addition, in FFY 2002 applicants were limited to one application annually. This limitation has been lifted for FFY 2003.

❖ **If a grant, what period does the grant cover?**

This grant would be a permanent funding increase, subject to successful maintenance and competitive grant applications in the future.

❖ **When the grant expires, what are funding plans?**

N/A

❖ **How will the county indirect and departmental overhead costs be covered?**

Indirect can be charged as a grant expense.

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

Assuring access for all residents and alleviating health disparities are objectives central to the Health Department's mission.

Community identified options that include the county turning over the grant award and clinical services to a yet unidentified community based organization in the future. Other options include a joint partnership with Providence Health Systems. These options are unusual strategies for the County to consider, and may present procurement issues.

Activities involving potential partners in the provision of care may cause competition between possible partners. This has been an issue within Washington and Oregon in the past. The Health Department is actively managing this possibility.

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

The Latino Access Project follows a community based planning model in determining what perceived health needs should be addressed, how to address them, and who to target for care. Nine separate focus groups have occurred, with eight involving consumers of care and the ninth including community leaders and care providers. The work team is a public-private partnership, with the County, Latino Network, SMG Foundation, and Providence Health Systems involved.

The State of Oregon Department of Human Services is assisting in the process, particularly in obtaining necessary federal Medically Underserved Population designation. The Regional Office of the Bureau of Primary Care has provided consultation to the work team and community leaders. Finally, other community health centers in Oregon, especially those involved in providing migrant health care, have provided technical and financial support for the project.

Required Signatures:

Department/Agency Director: *Cruz / Rojo*

Date: 11/12/02

County Attorney

By: _____

Date:

Budget Analyst

By: _____

Date:

Dept/Countywide HR

By: _____

Date:

BOGSTAD Deborah L

From: BOGSTAD Deborah L
Sent: Wednesday, November 06, 2002 2:20 PM
To: CARROLL Mary P
Cc: TURNER Kathy G
Subject: RE:
Importance: High

Next week's agenda is already done. The deadline was noon today. I am in the process of distributing it now. A notice of intent does NOT meet consent calendar criteria, so this would have to go on the regular agenda. By copy of my response to you I am notifying my supervisor of your request and will await her direction. Thanks.

Deb Bogstad, Board Clerk
Multnomah County Chair's Office
501 SE Hawthorne Boulevard, Suite 600
Portland, Oregon 97214-3587
(503) 988-3277
<http://www.co.multnomah.or.us/cc>

-----Original Message-----

From: CARROLL Mary P
Sent: Wednesday, November 06, 2002 2:11 PM
To: BOGSTAD Deborah L
Subject:

Deb: What are the chances of us getting something on the consent agenda next week? It is a request from the Health Dept to apply for a fed grant for a community based primary health clinic that serves migrant farm workers. Serena has been working on this with the health Dept, a local foundation and Providence. The fed grant notice was just released, and since there is no board meeting until Dec, we are unable to wait, because the deadline is before the next board meeting.

I can get the consent agenda info to you tomorrow.

Mary Carroll

Executive Assistant
Commissioner Serena Cruz
501 SE Hawthorne Blvd. Suite 600
Portland OR 97214
(503)988-5275 phn (503)988-5440 fax
mary.p.carroll@co.multnomah.or.us

AGENDA PLACEMENT REQUEST

Board Clerk Use Only:
Meeting Date: November 14, 2002

Bud Mod #:

Agenda Item #: R-1

Estimated Start Time: 9:00 AM

Date Submitted: 10/21/02

Requested Date: 11-14-02

Amount of Time Requested: 20 minutes

Department: Multnomah County Library

Division: Administration

Contact/s: Cameron Vaughan-Tyler

Phone: 503 988-5438

Ext.: 85438 I/O Address: 317/DLS Admin

Presenters: Ginnie Cooper, Penny Hummel

Agenda Title:

PROCLAMATION Commencing the First Annual "Everybody Reads Ernest J. Gaines 2003", a Community Reading Project of Multnomah County Library and the Library Foundation

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

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

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

Proclamation recognizing the significance of Multnomah County Library's first ever community reading project.

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

Multnomah County Library and the Library Foundation are laying the groundwork for an exciting new project that will harness the power of the written word to bring our community together. Planned for early 2003, *Everybody Reads Ernest J. Gaines* draws from a successful model used in Seattle, Chicago and elsewhere to create a community-wide discussion of a single work of fiction. Working with project sponsors and a wide range of community partners, we hope to make *Everybody Reads* an annual event.

The book chosen for 2003 is *A Lesson Before Dying*, by the acclaimed African American writer Ernest J. Gaines. For six weeks prior to Mr. Gaines' visit in early February, *A Lesson Before Dying* will be discussed throughout the community both informally and in Portland's many book groups. The book will also be featured as the Oregonian Book Club's January selection.

The library will host related cultural and educational presentation, including scholar talks and dramatic readings based on the novel, film screenings of *A Lesson Before Dying* and Mr. Gaines other works: *The Autobiography of Miss Jane Pittman*, *A Gathering of Old Men*, and *The Sky is Gray*. The library will also provide discussion materials and training for book groups as well as trained discussion group leaders for groups and organizations interested in hosting a discussion event. A broadly based media campaign will generate visibility for the project using tools such as street banners, lapel pins brochures and more.

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

None—Funding for Everybody Reads will be raised by the Library Foundation.

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

If a budget modification, explain:

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

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

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

If grant application/notice of intent, explain:

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

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

none

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

The community partners and sponsors for this event include: Multnomah County Library, The Library Foundation, Fred Meyer, AT&T Wireless, Oregon Public Broadcasting and Clear Channel Outdoor, Rose E. Tucker Charitable Trust, The Oregonian, Starbucks, Portland Arts and Lectures, Self Enhancement Inc., Willamette International Travel, The Heathman Hotel, Standard Insurance Company, The Portland Trailblazers, PassinArt: The Oregon Council for the Humanities, KBOO, OASIS, Reflections Bookstore, Ecumenical Ministries of Oregon, Friends of the Library and The Washington Center for the Book.

There will also be a large volunteer component to Everybody Reads Ernest J. Gaines. Community members will have the opportunity to get involved as discussion group leaders and in other ways.

Required Sign Off (NOTE: electronic check indicates approval)

Department/Agency Director Ginnie Cooper (type name of approver)

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

PROCLAMATION NO. _____

Commencing the First Annual "Everybody Reads Ernest J. Gaines 2003", a Community Reading Project of Multnomah County Library and the Library Foundation

The Multnomah County Board of Commissioners Finds:

- a. Portland, Oregon is known as the "*City That Works*" - Multnomah County will now be known as the "*County That Reads*".
- b. Multnomah County Library and the Library Foundation are commencing the first ever "**Everybody Reads**" program featuring Ernest J. Gaines' award-winning novel, *A Lesson Before Dying* as the first selection.
- c. *A Lesson Before Dying* was chosen specifically for its appeal to all ages, sexes and cultures, and exploring this powerful novel about dignity, humanity and understanding will provide many opportunities to create a stronger community.
- d. Multnomah County Library anticipates in excess of 20,000 readers of all ages to read *A Lesson Before Dying* and participate in over 50 events in January 2003 including book discussions, performances, an exhibit of original manuscripts, film screenings, literary events and community forums.
- e. The Library welcomes acclaimed author Ernest J. Gaines to Multnomah County February 4 – 5, 2003 for several events, including a talk co-sponsored by Portland Arts & Lectures, a youth event at Self Enhancement, Inc., and a book discussion with juvenile offenders at the Donald E. Long School at the Multnomah County juvenile detention home.
- f. Innovative community partnerships are an integral component of "**Everybody Reads**", and the project is made possible by generous support from Presenting Sponsor Fred Meyer and eight other sponsors, private contributions, in-kind support and partnerships with a wide range of community organizations.
- g. "**Everybody Reads**" is designed for all the people of Multnomah County, a place where people love to read. A County where people continue to check out more books per capita than other counties of comparable size. A County that has the smallest and busiest Central Library serving a city of this size in North America; A County where people love their libraries.

The Multnomah County Board of Commissioners Proclaims:

The Board recognizes, proclaims and commences the first annual "**Everybody Reads**" event in Multnomah County, Oregon. The Board of County Commissioners celebrates the first selection, *A Lesson Before Dying* by Ernest J. Gaines, and encourages all County residents to participate in this exciting project.

ADOPTED this 14th day of November, 2002.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

What if everybody read the same book?

We'd have a new way to talk to each other about issues that matter. Together, we'd celebrate the power of books and create a stronger community. Join us in January and February for the first annual Everybody Reads project. **It's a great idea whose time has come!**

The 2003 Everybody Reads Selection:
A Lesson Before Dying by Ernest J. Gaines

ABOUT THE BOOK

In a small Southern town, an innocent young black man is sentenced to death. Faced with this injustice, members of the community respond. Young and old, black and white—each is transformed.

Eloquent and powerful, *A Lesson Before Dying* is a book about dignity, humanity and understanding... a book for today.

HOW TO GET INVOLVED

- **Read the book!** Check out *A Lesson Before Dying* from the library—multiple copies are available. Or, buy a discounted copy from participating area bookstores.
- **Attend a talk by Ernest J. Gaines** or more than 50 free events, including discussions, film screenings, performances and community programs.
- **Pick up a free discussion guide** at any Multnomah County library, Fred Meyer or AT&T Wireless store.

- **Volunteer as a discussion leader**—or request a free discussion leader for your organization from the library.
- **Visit the Everybody Reads Web site** for the latest information, events and resources: www.multcolib.org/reads/

ABOUT ERNEST J. GAINES



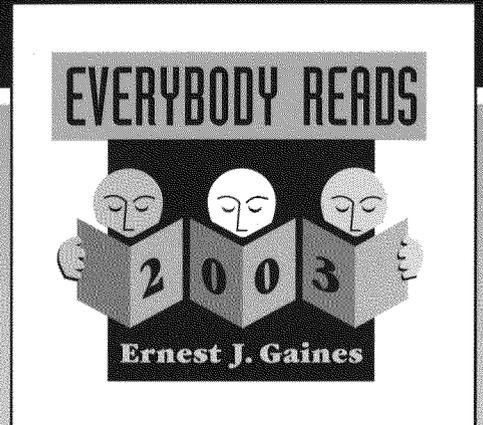
photo © Jerry Bauer

The recipient of a MacArthur "genius grant" in recognition of the rare historical resonance of his work, Ernest J. Gaines was born on a plantation in rural Louisiana. Writing about what matters to him most—the struggles of ordinary

people to find meaning and integrity in difficult circumstances—Gaines has established himself as one of America's most popular and critically acclaimed authors. His works include *Of Love and Dust* (1967), *The Autobiography of Miss Jane Pittman* (1971) and *In My Father's House* (1978). Widely praised as an instant classic, *A Lesson Before Dying* was awarded the National Book Critic's Circle Award for fiction in 1993.

The Library Foundation
522 S.W. 5th Ave., Suite 1103
Portland, OR 97205

Join us for the
Portland area's first
annual community-wide
book discussion!



A Lesson Before Dying

January — February
2003

A project of
Multnomah County Library and The Library Foundation

Fred Meyer



SUPERPAGES
&
SUPERPAGES.COM

Tue., Jan. 28 • 7 p.m.
Fairview-Columbia Library, Northwest Library

OASIS Book Group

Seniors! Attend a book group at Portland's OASIS center. OASIS (www.oasisnet.org/portland/) is a national nonprofit educational organization designed to enhance the quality of life for mature adults. To register, call 503.241.3059.

Fri., Jan. 17 • 1 p.m.

OASIS, 621 S.W. 5th Ave. • 503.241.3059
(10th floor of downtown Meier & Frank)

Starbucks Book Groups



Discuss *A Lesson Before Dying* at a neighborhood Starbucks near you. Space is limited; pre-registration requested. Call 503.988.5402 or go to www.multcolib.org/reads/.

Wed., Jan. 15 • 11 a.m.

Pioneer Courthouse Square, 720 S.W. Broadway

Wed., Jan. 15 • 2 p.m.

15th and Fremont, 3507 N.E. 15th Ave.
Gresham, 2442 E. Burnside

Wed., Jan. 15 • 7 p.m.

N.W. 23rd and Overton, 1301 N.W. 23rd Ave.

Wed., Jan. 22 • 11 a.m.

One World Trade Center, 130 S.W. Taylor

Wed., Jan. 22 • 2 p.m.

Eastport Plaza, 4328 S.E. 82nd Ave. and Holgate
Hillsdale, 6326 S.W. Capitol Hwy.

Wed., Jan. 22 • 7 p.m.

Beaumont, 4633 N.E. Fremont

Wed., Jan. 29 • 2 p.m.

Troutdale, 25619 S.E. Stark St.

Wed., Jan. 29 • 7 p.m.

Burlingame, 8510 S.W. Terwilliger Blvd.
Ladd's Addition, 1864 S.E. Hawthorne Blvd.
Kearney Plaza, 1102 N.W. Lovejoy St.



Patron Tickets Order Form

"An Evening With Ernest J. Gaines"

For general admission (\$15) tickets, call FASTIXX at 1.800.992.TIXX.

Name _____

Day phone _____

Address _____

City, State, Zip _____

E-mail _____

I would like to order:

_____ Patron tickets @ \$40 each= _____

Tax-deductible gift to The Library
Foundation. *Thank You!* _____

TOTAL _____

VISA/MC/AMEX _____

Exp. date _____

*Or, make check payable to The Library
Foundation.*

Mail ticket order form and payment to:

The Library Foundation
522 S.W. 5th Avenue, Suite 1103
Portland, OR 97204

Questions?
Call 503.223.4008.

JOIN IN!

Log on to
www.multcolib.org/reads/
to:

- Register as an official Everybody Reads book group—and receive special updates and information about the project.
- Sign up for a free workshop on leading a book discussion. Use the online form or call 503.988.5731.
- Request a trained book discussion leader for your workplace or book group. Use the online form or call 503.988.5731.
- Tell us what you think! Share your thoughts about *A Lesson Before Dying* and your ideas for next year's book.

MULTNOMAH COUNTY
LIBRARY



A community reading project of
Multnomah County Library
and The Library Foundation.

As of 10/14/02

LIBRARY LOCATIONS

Albina
3605 N.E. 15th Ave. • 503.988.5362

Belmont
1038 S.E. 39th Ave. • 503.988.5382

Capitol Hill
10723 S.W. Capitol Hwy. • 503.988.5385

Central
801 S.W. 10th Ave. • 503.988.5123

Fairview-Columbia
1520 N.E. Village St., Fairview • 503.988.5655

Gregory Heights
7921 N.E. Sandy Blvd. • 503.988.5386

Gresham
385 N.W. Miller Ave., Gresham • 503.988.5387

Holgate
7905 S.E. Holgate Blvd. • 503.988.5389

Hollywood
4040 N.E. Tillamook St. • 503.988.5391

Midland
805 S.E. 122nd Ave. • 503.988.5392

North Portland
512 N. Killingsworth St. • 503.988.5394

Northwest
2300 N.W. Thurman St. • 503.988.5560

Rockwood
17917 S.E. Stark St. • 503.988.5396

St. Johns
7510 N. Charleston Ave. • 503.988.5397

Sellwood-Moreland
7860 S.E. 13th Ave. • 503.988.5398

Woodstock
6008 S.E. 49th Ave. • 503.988.5399

DISCUSSIONS

The Oregonian Book Club

A Lesson Before Dying is the book club's January 2003 selection. Watch for the January 4, 2003 issue of the newspaper, which will feature an interview with Ernest J. Gaines by *The Oregonian's* book columnist Jeff Baker.



The Oregonian
Book Club

Library Book Groups

All of Multnomah County Library's monthly book groups are discussing *A Lesson Before Dying*.

Thu., Jan. 2 • 2 p.m.

Central Library, Gresham Library

Fri., Jan. 3 • 7 p.m.

Albina Library

Wed., Jan. 8 • 7 p.m.

Gresham Library, Midland Library, St. Johns Library

Tue., Jan. 14 • 7 p.m.

Capitol Hill Library, Northwest Library

Wed., Jan. 15 • 1 p.m.

Midland Library

Wed., Jan. 15 • 7 p.m.

Holgate Library, Rockwood Library, Woodstock Library

Thu., Jan. 16 • 1 p.m.

Hillsdale Library (meets at Capitol Hill Library)

Thu., Jan. 16 • 7 p.m.

Hollywood Library, North Portland Library

Tue., Jan. 21 • 7 p.m.

Gregory Heights Library, Sellwood-Moreland Library

EVERYBODY READS



FILM SCREENINGS

Join us for screenings of four celebrated films based on works by Ernest J. Gaines.

A Lesson Before Dying

This PG-13 film stars Mekhi Phifer as the wrongly accused Jefferson and Don Cheadle as schoolteacher Grant Wiggins.

Thu., Jan. 9 • 7 p.m.

North Portland Library

Sun., Jan. 12 • 2 p.m.

Gresham Library

Sat., Jan. 18 • 3 p.m.

Midland Library

Thu., Jan. 23 • 7 p.m.

Hollywood Library

Fri., Jan. 24 • 1 p.m.*

OASIS, 621 S.W. 5th Ave. • 503.241.3059

(10th floor of downtown Meier & Frank)

Sun., Jan. 26 • 2 p.m.

Central Library

The Sky Is Gray

Based on one of Gaines' short stories, this film is about a young black farmboy's dawning awareness of his place in the world. The cast includes Olivia Cole, James Bond III and Henry Fonda.

Thu., Jan. 16 • 6 p.m.

North Portland Library

The Autobiography of Miss Jane Pittman

Cicely Tyson stars in this 1974 film that comments on the Civil War to the Civil Rights movement from the perspective of a black woman.

Fri., Jan. 10 • 1 p.m.*

OASIS, 621 S.W. 5th Ave. • 503.241.3059

(10th floor of downtown Meier & Frank)

Sun., Jan. 19 • 2 p.m.

Gresham Library

Thu., Jan. 23 • 7 p.m.

North Portland Library

Sat., Jan. 25 • 3 p.m.

Midland Library

Murder on the Bayou: A Gathering of Old Men

Louis Gossett, Jr., Richard Widmark and Holly Hunter star in this murder mystery where many people confess to killing a plantation owner. Rated PG.

Sun., Jan. 26 • 2 p.m.

Gresham Library

Thu., Jan. 30 • 7 p.m.

North Portland Library

*Pre-registration required; call 503.241.3059.

ACKNOWLEDGMENTS

Multnomah County Library and The Library Foundation thank the following organizations and individuals for their generous support of Everybody Reads 2003:

Presenting Sponsor

Fred Meyer

Major Sponsors

AT&T Wireless

Clear Channel Outdoor

Verizon SuperPages

Media Sponsor

Oregon Public Broadcasting

Educational Outreach Sponsors

David and Eileen Johnson

PacifiCorp

Stoel Rives LLP

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Contributors

Dennis Uniform Company

Standard Insurance Company

Gifts In-kind

The Blazers

Flowers by Dorcas

The Heathman Hotel

Oregon Council for the Humanities

PassinArt: A Theatre Company

Portland Arts & Lectures, a program of Literary Arts

Self Enhancement, Inc.

Starbucks

Willamette International Travel

We also thank the following community partners for their participation in Everybody Reads 2003:

Ecumenical Ministries of Oregon

Friends of the Library

KBOO Radio

Multnomah Community Television

OASIS

The Oregonian

Powell's Books

Reflections Coffee & Books

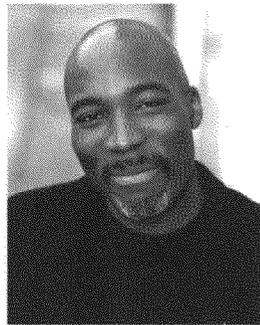
Washington Center for the Book

PERFORMANCES

A Lesson Before Dying: The Play

PassinArt: A Theatre Company presents a live dramatic reading of Romulus Linney's two-act play, adapted from Gaines' novel. PassinArt is Portland's only black producing theater company.

Sat., Jan. 11 • 2 p.m. Hollywood Library
Sat., Jan. 18 • 2 p.m. North Portland Library
Sun., Jan. 19 • 2 p.m. Central Library
Sat., Jan. 25 • 2 p.m. Gresham Library



Listening to Ernest J. Gaines: A Musical Journey

Ernest J. Gaines has said he learned "as much about writing about my people by listening to blues and jazz and spirituals as I have from reading novels." Portland's renowned jazz pianist Darrell Grant explores the African-American musical traditions that have inspired Gaines in this special Saturdays@Central concert.

Sat., Feb. 1 • 1 p.m. Central Library

LITERARY EVENTS

Ernest J. Gaines: A Writer's Life and Work

Lewis & Clark professor John Callahan talks about the life and work of his longtime friend Ernest J. Gaines as part of the library's Writers Talking series. The author of *In the African American Grain: Call and Response in 20th Century Black Fiction*, John Callahan is well known for his work in American and African-American literature.

Tue., Jan. 7 • 7 p.m. Central Library

Manuscript Exhibit

Handwritten excerpts from the original manuscript for *A Lesson Before Dying*, as well as the author's galley proofs, will be on display in Multnomah County Library's rare book room.

January 2 - February 14, 2003

Central Library's John Wilson Room

The room is open Tuesdays 2:30 - 5:30 p.m.,
Wednesdays 3:30 - 7 p.m., Fridays 9:30 a.m. -
1:30 p.m. and Saturdays 2:30 - 6 p.m.

COMMUNITY EVENTS

Contemporary Reflections on A Lesson Before Dying

Although *A Lesson Before Dying* is set in the 1940s, the social issues it raises are very much with us today. Join moderator O.B. Hill and other African-American leaders in a discussion about racial injustice, the importance of community and the need for healing.

Wed., Jan. 22 • 7 p.m.

Reflections Coffee and Books

446 N.E. Killingsworth St.

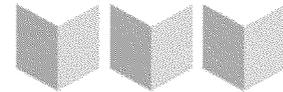
Gifts of Experience in A Lesson Before Dying

Like other books by Ernest J. Gaines, *A Lesson Before Dying* features strong older characters who play a pivotal role in affecting positive change. This discussion about elders, leadership and community will be led by the Rev. Alcena Boozer and the Rev. Dr. Alice Scannell. To register, call 503.241.3059.

Thu., Jan. 16 • 10:30 a.m. OASIS

621 S.W. 5th Ave. • 503.241.3059

(10th floor of downtown Meier & Frank)



AUTHOR EVENTS

An Evening With Ernest J. Gaines

Co-sponsored by Portland Arts & Lectures

Underwritten by AT&T Wireless

Ernest J. Gaines talks about his life as a writer and what led him to write *A Lesson Before Dying*.

Wed., Feb. 5 • 7:30 p.m.

Arlene Schnitzer Concert Hall
S.W. Broadway and Main

Patron \$40

priority seating and author reception

The Library Foundation 503.223.4008

Use attached form to order.

General Admission \$15

FASTIXX 1.800.992.TIXX,

www.fastixx.com

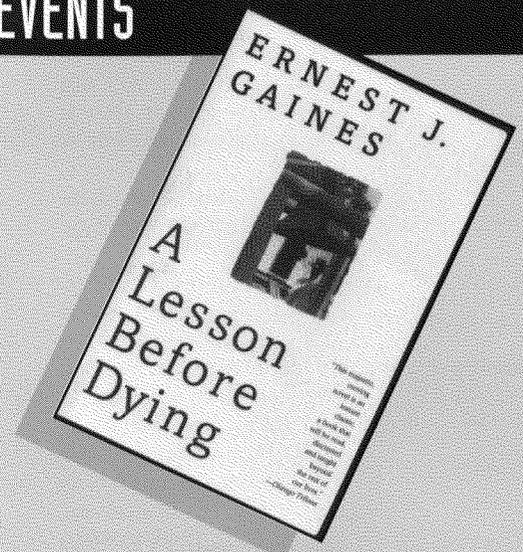
A one-hour lecture preview takes place at 5:30 p.m. at the Arlene Schnitzer Concert Hall. Led by Christopher Zinn, executive director of the Oregon Council for the Humanities, this event is open to any ticket holder at no extra charge.

Lessons in Becoming a Writer: Ernest J. Gaines Talks to Youth

Self Enhancement, Inc. (SEI) hosts a special event open to youth 18 and under.

Ernest J. Gaines will talk about his path to becoming a respected and treasured author and the process of writing *A Lesson Before Dying*.

Tue., Feb. 4 • 7 p.m. SEI Center
3920 N. Kerby Ave.



Radio Interview

North Portland Librarian Patricia Welch garners insights from the award-winning author. Listen to this live KBOO interview on your radio (90.7 FM in Portland) or via the Web (www.kboo.fm)!

Wed., Feb. 5 • noon 90.7 FM

A Dialogue With Incarcerated Youth

Ernest J. Gaines will also participate in a discussion of *A Lesson Before Dying* with juvenile offenders enrolled in the Donald E. Long School at the Multnomah County Juvenile Detention home, led by the library's outreach staff. Although not open to the public, this event gives youth in custody the opportunity to be involved in Everybody Reads.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

PROCLAMATION NO. 02-142

Commencing the First Annual "Everybody Reads Ernest J. Gaines 2003", a Community Reading Project of Multnomah County Library and the Library Foundation

The Multnomah County Board of Commissioners Finds:

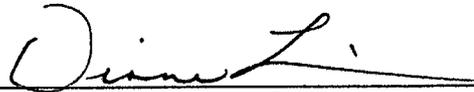
- a. Portland, Oregon is known as the "*City That Works*" - Multnomah County will now be known as the "*County That Reads*".
- b. Multnomah County Library and the Library Foundation are commencing the first ever "**Everybody Reads**" program featuring Ernest J. Gaines' award-winning novel, *A Lesson Before Dying* as the first selection.
- c. *A Lesson Before Dying* was chosen specifically for its appeal to all ages, sexes and cultures, and exploring this powerful novel about dignity, humanity and understanding will provide many opportunities to create a stronger community.
- d. Multnomah County Library anticipates in excess of 20,000 readers of all ages to read *A Lesson Before Dying* and participate in over 50 events in January 2003 including book discussions, performances, an exhibit of original manuscripts, film screenings, literary events and community forums.
- e. The Library welcomes acclaimed author Ernest J. Gaines to Multnomah County February 4 – 5, 2003 for several events, including a talk co-sponsored by Portland Arts & Lectures, a youth event at Self Enhancement, Inc., and a book discussion with juvenile offenders at the Donald E. Long School at the Multnomah County juvenile detention home.
- f. Innovative community partnerships are an integral component of "**Everybody Reads**", and the project is made possible by generous support from Presenting Sponsor Fred Meyer and eight other sponsors, private contributions, in-kind support and partnerships with a wide range of community organizations.
- g. "**Everybody Reads**" is designed for all the people of Multnomah County, a place where people love to read. A County where people continue to check out more books per capita than other counties of comparable size. A County that has the smallest and busiest Central Library serving a city of this size in North America; A County where people love their libraries.

The Multnomah County Board of Commissioners Proclaims:

The Board recognizes, proclaims and commences the first annual "**Everybody Reads**" event in Multnomah County, Oregon. The Board of County Commissioners celebrates the first selection, *A Lesson Before Dying* by Ernest J. Gaines, and encourages all County residents to participate in this exciting project.

ADOPTED this 14th day of November, 2002.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Diane M. Linn, Chair



AGENDA PLACEMENT REQUEST

Board Clerk Use Only:
Meeting Date: November 14, 2002

Bud Mod #:

Agenda Item #: R-2

Estimated Start Time: 9:20 AM

Date Submitted: 10/14/02

Requested Date: 11/7/02 & 11/14/02

Amount of Time Requested: 2 minutes

Department: DBCS

Division: Administration/LUT

Contact/s: Tom Simpson / Susan Muir

Phone: 988-4233 / 988-3043 Ext.: 84233 / 83182 I/O Address: 503/4th or 455/115

Presenters: Tom Simpson & Susan Muir

Agenda Title:

Second Reading and Possible of an Ordinance "Amending Multnomah County Code Chapters 33, 34 And 35 To Move Filming And Associated Activities From A Review Use To An Allowed Use Within All Exclusive Farm Use Zones".

Case file T4-02-001

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

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

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

The Multnomah County Planning Commission and staff recommend adoption of the attached Ordinance.

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

The proposed ordinance addresses the need to streamline duplicative permitting processes for the filming industry in the Exclusive Farm Use zone (EFU) in unincorporated Multnomah County in compliance with state law (OAR 660-033-0120). Sometime last year, the Oregon Film Industry approached the Board of County Commissioners about filming in Multnomah County. One purpose of their visit was to inform the County that its permitting requirements for the film

industry contain duplicative processes between agencies in the County. At that time, the Board became aware of our zoning code standard that requires a land use permit for all filming in the Exclusive Farm Use (EFU) zone. The Board then formed a countywide process improvement team to investigate concerns raised by the film industry. This team is currently reviewing transportation, land use planning and public information aspects of filming in the county. As part of this process, land use planning was asked to review with the Planning Commission the possibility of amending the zoning ordinance to allow as an outright use, filming that takes places for time periods less than 45 days. Such uses will not require a permit or be subject to land use review. The Planning Commission conducted a public hearing on this item on August 6, 2002 and recommended the attached ordinance to the Board for adoption.

Multnomah County plays a significant but small part in the State of Oregon's film business. The significance comes from our proximity to Portland and the fact that we own and manage picturesque bridges. The small part for the County relates to the fact that geographically we are the smallest County in the State and with large urban areas that are regulated by other jurisdictions for land use. The Board of Commissioners has told the process improvement team that they want the County to be open to the film industry.

We have also discovered that film and video production in Multnomah County centers on car ads. Since January 2002, three different car companies have shot commercials using one or more of our bridges. Big feature films - like The Hunted - come along rarely. Thus when the County addresses film or video production, we are, for the most part, dealing with TV commercials. According to our information, these shoots take 3-8 hours for one or two days.

Outside of the land use arena, the first issue the County is dealing with is the use of bridges for shooting film and video. Of the 10 bridges in the urban area, the County owns five of them. It so happens that two of those five are highly sought after by production companies - the Hawthorne and Broadway. During the last few years the County has authorized two uses of the Hawthorne that caused unforeseen impacts on some users of the bridge. The Board is now reviewing our bridge use policies. This review does not involve any changes to our land use ordinances. A major portion of the new guidelines will focus on notification of impacted groups and businesses when a production gets to a certain size or requires the closing of a bridge.

The other part the County plays concerns our proximity to Portland. This is where Sauvie Island comes into play. Production companies like Portland because they can shoot in almost any location within two hours of the airport: beach, gorge, lakes, suburbs, city, farm, forest, desert, etc. Sauvie Island is a great location and is close to Portland. Yet, we have placed a significant roadblock in the way of production companies availing themselves of this resource. Under the County's land use rules we have designated film production as a conditional use in the Exclusive Farm Use zone. Thus if a company wants to shoot in the rural parts of the county they have to go through a lengthy permitting process. This applies no matter how long they plan to shoot. We now know this code requirement makes shooting film or video in the farm areas of the county

unfeasible since most small commercials give the County at most 15 to 30 days notice that they are coming to town. This code criteria does not appear to be in line with the Board's desire for the filming industry.

State law in the Exclusive Farm Use zone allows film and video production when the production meets certain criteria (OAR 660-033-0120), being that the production lasts less than 45 days. The County has the authority to be more restrictive on this matter, however the Board requested the Planning Commission discuss the merits of being more restrictive given our awareness of the limited impact some of these filming efforts may have on our resources. The staff analyzed the proposal and the Planning Commission conducted a public hearing on the matter and concluded the County could lessen its restrictions to match the state rule and still achieve County land use goals.

In addition to the reconsideration of the zoning code, the County Public Affairs Office is currently working on a notification process by which impacted parties will be contacted by the County or the production company (or both) when a production of a certain size plans to shoot in their proximity. The overall goal of this process improvement is to be open to the industry while also being sensitive to citizen's need to know. We believe this notification process can be better handled outside of a land use process.

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

None

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

If a budget modification, explain:

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

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

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

If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.

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

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

Streamlining our land use process is in line with the overall Board policy and direction to be more flexible in accommodating the film and video industry. At the same time, we have policies ensuring preservation and protection of farmland. The Planning Commission determined that the County could still achieve the goals of preserving and protecting farmland while allowing filming for less than 45 days on farmland. Staff experience is these film commercials currently do occur occasionally without the proper land use permits because of our current process requirements and timelines, and we have no record of any complaints from neighbors or farm operators of these events. *State law requires a notice be placed in a newspaper of general circulation 10 days prior to the BCC hearing (10/28/02).

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

Staff contacted the Sauvie Island Boosters Community Association for feedback on this matter. Initial verbal feedback from the Boosters indicated any relaxation of the rules to allow farmers more flexibility and more ability to utilize their property for economic benefit would be a good thing. As follow up, the draft ordinance was sent to the Sauvie Island Boosters Community Association for their comments and concerns. We also sent them notice of the public hearing before the Planning Commission.

Required Sign Off (NOTE: electronic check indicates approval)

Department/Agency Director M. Cecilia Johnson

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

**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)	T4-02-001
regarding Public hearing on code amendments to the)	
Exclusive Farm Use zoning code sections)	
(33.2620, 34.2620 and 35.2620) to change filming)	
from a review use to an allowed use.)	

The Multnomah County Planning Commission finds:

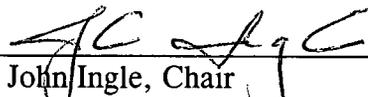
- a. The proposed ordinance:
 - Addresses the need to streamline duplicative permitting processes for the filming industry in the Exclusive Farm Use zone in unincorporated Multnomah County;
 - Complies with OAR 660-033-0120 (table 1) regarding Goal 3;
 - Allows filming activities that involve 45 days or less of filming and does not allow those that require more in the Exclusive Farm Use zone; and
 - Defines 'On site filming and activities accessory to on-site filming'.
- b. On May 13, 2002 the draft Ordinance on filming as an allowed use in the Exclusive Farm Use zone was sent to the Oregon Department of Land Conservation and Development for a 45 day review period, and;
- c. On July 23, 2002 a summary of the draft ordinance was emailed to the Sauvie Island Boosters Community Association for their review and comment along with a notice of the August 5, 2002 public hearing, and;
- d. On August 5, 2002, the Multnomah County Planning Commission held a public hearing on the draft ordinance on filming as an allowed use in the Exclusive Farm Use zone;
- e. At the August 5, 2002 Planning Commission public hearing, the Planning Commission expressed concern regarding noticing, traffic impacts and environmental impacts, particularly noise. County staff indicated in situations where the County is permitting activities within the County right-of-way, the County will issue a permit outside of the land use code that addresses these concerns; and,
- f. After discussion, the Planning Commission forwarded the attached ordinance, to the Multnomah County Board .

It is hereby resolved:

That the Multnomah County Planning Commission hereby recommends that the proposed ordinance attached as Exhibit A be adopted by the Multnomah County Board of Commissioners.

APPROVED this 5th day of August, 2002.

By



John Ingle, Chair
Multnomah County Planning Commission
Multnomah County, Oregon

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

Amending Multnomah County Code Chapters 33, 34 and 35 to Move Filming and Associated Activities from a Review Use to an Allowed Use Within All Exclusive Farm Use Zones

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

The Multnomah County Board of Commissioners Finds:

- a. The proposed ordinance:
 - Addresses the need to streamline duplicative permitting processes for the filming industry in the Exclusive Farm Use zone in unincorporated Multnomah County;
 - Complies with OAR 660-033-0120 (table 1) regarding Goal 3;
 - Allows filming activities that involve 45 days or less of filming and does not allow those that require more in the Exclusive Farm Use zone; and
 - Defines ‘On-site filming and activities accessory to on-site filming.’
- b. On May 13, 2002 the draft ordinance on filming as an allowed use in the Exclusive Farm Use zone was sent to the Oregon Department of Land Conservation and Development for a 45-day review period.
- c. On July 23, 2002 a summary of the draft ordinance was emailed to the Sauvie Island Boosters Community Association for their review and comment along with a notice of the August 5, 2002 public hearing.
- d. On August 5, 2002, the Multnomah County Planning Commission held a public hearing on the draft ordinance.
- e. At the August 5, 2002 Planning Commission public hearing, the Planning Commission expressed concern regarding noticing, traffic impacts and environmental impacts, particularly noise. County staff indicated in situations where the county is permitting activities within the county right-of-way, the county will issue a permit outside of the land use code that addresses these concerns.
- f. After discussion, the Planning Commission recommended this ordinance to the Multnomah County Board.
- g. This ordinance complies with the requirements of OAR 660-033-0120.

Multnomah County Ordains as follows:

Section 1. MCC sections 33.2620, 34.2620 and 35.2620 are amended as follows:

33.2620 Allowed Uses

(U) On-site filming and activities accessory to on-site filming if the activity would involve no more than 45 days on any site within any one-year period or does not involve erection of sets that would remain in place for longer than any 45-day period. On-site filming and activities accessory to on-site filming may be considered to include office administrative functions such as payroll and scheduling, and the use of campers, truck trailers or similar temporary facilities.

Temporary facilities may be used as temporary housing for security personnel.

"On-site filming and activities accessory to on-site filming" includes: filming and site preparation, construction of sets, staging, makeup and support services customarily provided for on-site filming and production of advertisements, documentaries, feature film, television services and other film productions that rely on the rural qualities of an exclusive farm use zone in more than an incidental way. On-site filming and activities accessory to on-site filming" does not include: facilities for marketing, editing and other such activities that are allowed only as a home occupation or construction of new structures that requires a building permit.

34.2620 Allowed Uses

(U) On-site filming and activities accessory to on-site filming if the activity would involve no more than 45 days on any site within any one-year period or does not involve erection of sets that would remain in place for longer than any 45-day period. On-site filming and activities accessory to on-site filming may be considered to include office administrative functions such as payroll and scheduling, and the use of campers, truck trailers or similar temporary facilities.

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35.2620 Allowed Uses

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Section 2. MCC sections 33.2625, 34.2625 and 35.2625 are amended as follows:

33.2625 Review Uses

~~(J) On-site filming and activities accessory to on-site filming if the activity would involve no more than 45 days on any site within any one-year period or does not involve erection of sets that would remain in place for longer than any 45-day period. On-site filming and activities accessory to on-site filming may be considered to include office administrative functions such as payroll and scheduling, and the use of campers, truck trailers or similar temporary facilities.~~

~~Temporary facilities may be used as temporary housing for security personnel.~~

~~"On-site filming and activities accessory to on-site filming" includes: filming and site preparation, construction of sets, staging, makeup and support services customarily provided for on-site filming and production of advertisements, documentaries, feature film, television services and other film productions that rely on the rural qualities of an exclusive farm use zone in more than an incidental way. On-site filming and activities accessory to on-site filming" does not include: facilities for marketing, editing and other such activities that are allowed only as a home occupation or construction of new structures that requires a building permit.~~

(~~K~~J) A winery, as described in ORS 215.452.

(~~L~~K) Signs, pursuant to the provisions of MCC 33.7400 through 33.7505.

(~~M~~L) Off-street parking and loading pursuant to MCC 33.4100 through 33.4220.

(~~N~~M) Lot Line Adjustment pursuant to the provisions of MCC 33.2670.

(~~O~~N) Placement of Structures necessary for continued public safety, or the protection of essential public services or protection of private or public existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements damaged during an emergency/disaster event. This includes replacement of temporary structures erected during such events with permanent structures performing an identical or related function. Land use proposals for such structures shall be submitted within 12 months following an emergency/disaster event. Applicants are responsible for all other applicable local, state and federal permitting requirements.

34.2625 Review Uses

~~(J) On-site filming and activities accessory to on-site filming if the activity would involve no more than 45 days on any site within any one-year period or does not involve erection of sets that would remain in place for longer than any 45-day period. On-site filming and activities accessory to on-site filming may be considered to include office administrative functions such as payroll and scheduling, and the use of campers, truck trailers or similar temporary facilities.~~

~~Temporary facilities may be used as temporary housing for security personnel.~~

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(~~K~~J) A winery, as described in ORS 215.452.

(~~L~~K) Signs, pursuant to the provisions of MCC 34.7400 through 34.7505.

(~~M~~L) Off-street parking and loading pursuant to MCC 34.4100 through 34.4220.

(~~N~~M) Lot Line Adjustment pursuant to the provisions of MCC 34.2670.

(~~O~~N) Placement of Structures necessary for continued public safety, or the protection of essential public services or protection of private or public existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements damaged during an emergency/disaster event. This includes replacement of temporary structures erected during such events with permanent structures performing an identical or related function. Land use proposals for such structures shall be submitted within 12 months following an emergency/disaster event. Applicants are responsible for all other applicable local, state and federal permitting requirements.

35.2625 Review Uses

~~(J) On-site filming and activities accessory to on-site filming if the activity would involve no more than 45 days on any site within any one year period or does not involve erection of sets that would remain in place for longer than any 45-day period. On-site filming and activities accessory to on-site filming may be considered to include office administrative functions such as payroll and scheduling, and the use of campers, truck trailers or similar temporary facilities.~~

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(~~K~~J) A winery, as described in ORS 215.452.

(~~L~~K) Signs, pursuant to the provisions of MCC 35.7400 through 35.7505.

(~~M~~L) Off-street parking and loading pursuant to MCC 35.4100 through 35.4220.

(~~N~~M) Lot Line Adjustment pursuant to the provisions of MCC 35.2670.

(~~O~~N) Placement of Structures necessary for continued public safety, or the protection of essential public services or protection of private or public existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements damaged during an emergency/disaster event. This includes replacement of temporary structures erected during such events with permanent structures performing an identical or related function. Land use proposals for such structures shall be submitted within 12 months following an emergency/disaster event. Applicants are responsible for all other applicable local, state and federal permitting requirements.

Section 3. The effective date of the amendments to Chapters 33, 34, and 35 will be December 14, 2002.

FIRST READING: November 7, 2002

SECOND READING AND ADOPTION: November 14, 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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 999

Amending Multnomah County Code Chapters 33, 34 and 35 to Move Filming and Associated Activities from a Review Use to an Allowed Use Within All Exclusive Farm Use Zones

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

The Multnomah County Board of Commissioners Finds:

- a. The proposed ordinance:
 - Addresses the need to streamline duplicative permitting processes for the filming industry in the Exclusive Farm Use zone in unincorporated Multnomah County;
 - Complies with OAR 660-033-0120 (table 1) regarding Goal 3;
 - Allows filming activities that involve 45 days or less of filming and does not allow those that require more in the Exclusive Farm Use zone; and
 - Defines 'On-site filming and activities accessory to on-site filming.'
- b. On May 13, 2002 the draft ordinance on filming as an allowed use in the Exclusive Farm Use zone was sent to the Oregon Department of Land Conservation and Development for a 45-day review period.
- c. On July 23, 2002 a summary of the draft ordinance was emailed to the Sauvie Island Boosters Community Association for their review and comment along with a notice of the August 5, 2002 public hearing.
- d. On August 5, 2002, the Multnomah County Planning Commission held a public hearing on the draft ordinance.
- e. At the August 5, 2002 Planning Commission public hearing, the Planning Commission expressed concern regarding noticing, traffic impacts and environmental impacts, particularly noise. County staff indicated in situations where the county is permitting activities within the county right-of-way, the county will issue a permit outside of the land use code that addresses these concerns.
- f. After discussion, the Planning Commission recommended this ordinance to the Multnomah County Board.
- g. This ordinance complies with the requirements of OAR 660-033-0120.

Multnomah County Ordains as follows:

Section 1. MCC sections 33.2620, 34.2620 and 35.2620 are amended as follows:

33.2620 Allowed Uses

(U) On-site filming and activities accessory to on-site filming if the activity would involve no more than 45 days on any site within any one-year period or does not involve erection of sets that would remain in place for longer than any 45-day period. On-site filming and activities accessory to on-site filming may be considered to include office administrative functions such as payroll and scheduling, and the use of campers, truck trailers or similar temporary facilities.

Temporary facilities may be used as temporary housing for security personnel.

"On-site filming and activities accessory to on-site filming" includes: filming and site preparation, construction of sets, staging, makeup and support services customarily provided for on-site filming and production of advertisements, documentaries, feature film, television services and other film productions that rely on the rural qualities of an exclusive farm use zone in more than an incidental way. On-site filming and activities accessory to on-site filming" does not include: facilities for marketing, editing and other such activities that are allowed only as a home occupation or construction of new structures that requires a building permit.

34.2620 Allowed Uses

(U) On-site filming and activities accessory to on-site filming if the activity would involve no more than 45 days on any site within any one-year period or does not involve erection of sets that would remain in place for longer than any 45-day period. On-site filming and activities accessory to on-site filming may be considered to include office administrative functions such as payroll and scheduling, and the use of campers, truck trailers or similar temporary facilities.

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35.2620 Allowed Uses

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Section 2. MCC sections 33.2625, 34.2625 and 35.2625 are amended as follows:

33.2625 Review Uses

~~(J) On-site filming and activities accessory to on-site filming if the activity would involve no more than 45 days on any site within any one-year period or does not involve erection of sets that would remain in place for longer than any 45-day period. On-site filming and activities accessory to on-site filming may be considered to include office administrative functions such as payroll and scheduling, and the use of campers, truck trailers or similar temporary facilities.~~

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(KJ) A winery, as described in ORS 215.452.

(LK) Signs, pursuant to the provisions of MCC 33.7400 through 33.7505.

(ML) Off-street parking and loading pursuant to MCC 33.4100 through 33.4220.

(NM) Lot Line Adjustment pursuant to the provisions of MCC 33.2670.

(ON) Placement of Structures necessary for continued public safety, or the protection of essential public services or protection of private or public existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements damaged during an emergency/disaster event. This includes replacement of temporary structures erected during such events with permanent structures performing an identical or related function. Land use proposals for such structures shall be submitted within 12 months following an emergency/disaster event. Applicants are responsible for all other applicable local, state and federal permitting requirements.

34.2625 Review Uses

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(~~M~~L) Off-street parking and loading pursuant to MCC 34.4100 through 34.4220.

(~~N~~M) Lot Line Adjustment pursuant to the provisions of MCC 34.2670.

(~~O~~N) Placement of Structures necessary for continued public safety, or the protection of essential public services or protection of private or public existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements damaged during an emergency/disaster event. This includes replacement of temporary structures erected during such events with permanent structures performing an identical or related function. Land use proposals for such structures shall be submitted within 12 months following an emergency/disaster event. Applicants are responsible for all other applicable local, state and federal permitting requirements.

35.2625 Review Uses

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Section 3. The effective date of the amendments to Chapters 33, 34, and 35 will be December 14, 2002.

FIRST READING:

November 7, 2002

SECOND READING AND ADOPTION:

November 14, 2002



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn
Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

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

AGENDA PLACEMENT REQUEST

Board Clerk Use Only:
Meeting Date: November 14, 2002

Bud Mod #:

Agenda Item #: R-3

Estimated Start Time: 9:25 AM

Date Submitted: 10/28/02

Requested Date: November 14, 2002

Time Requested: 1 minute

Department: DBCS

Division: Emergency Management

Contact/s: Doug McGillivray

Phone: 503-793-3305

Ext:

I/O Address: 425/EM

Presenters: Doug McGillivray and Mike Oswald

Agenda Title: Second Reading and Possible Adoption of an Ordinance Amending MCC Chapter 7 to Add a Subchapter Relating to Emergency Management

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

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

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

Approval and Adoption of Emergency Management Ordinance

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

BRIEFING: Chair Linn introduced her Emergency Preparedness Initiative in November 2001. She stated that as a result of the recent national tragedies, the County must be better prepared for emergencies and crisis situations. Chair Linn set out three goals: 1) Enhance the County's level of emergency awareness and preparedness; 2) Improve our ability to respond rapidly and effectively to any emergency or disaster; and, 3) Better protect our employees, our facilities and the community if threatened by natural disaster, hazardous conditions, threatening actions or health incident. The Chair's Office convened a leadership team to assess the County's current emergency preparedness capacity and to make recommendations to the Chair for immediate and longer term critical actions. On February 11, 2002, the leadership team presented their recommendations to the Chair. The Department of Business and Community Services compiled the leadership team's recommendations, as well as other critical actions, into a comprehensive Emergency Preparedness Action Plan, which was presented to the Board of County Commissioners on April 18, 2002. Two critical action plan items for the

County were: 1) Adopt an Emergency Management Ordinance; and, 2) Adopt a revised Emergency Operations Plan.

EMERGENCY MANAGEMENT ORDINANCE: Oregon State Statutes require counties to establish emergency management programs responsible to the county governing body or executive officer. Multnomah County's Office of Emergency Management was instituted and authorized in 1974 by Board Management Ordinance before the Board on November 7th will formally establish the authority and functions of the Emergency Management program; establish the authority and succession of the Chair in an emergency; establish provisions for the Declaration of Emergency; and, create an Emergency Management Advisory Council. The events of the past year have changed much of the focus of Emergency Management requiring a revision and validation of the program. The ordinance will provide the direction, critical programs and support to senior administrative and management personnel of the county organization to ensure effective planning for, response to and recovery from a major emergency or disaster.

EMERGENCY OPERATIONS PLAN: Oregon State Statutes require that each county's emergency management program is responsible for preparing and maintaining a current Emergency Operations Plan. In addition, each Emergency Management program in the nation that receives any Federal funds is required to develop and maintain an Emergency Operations Plan. The County's Emergency Operations Plan details our jurisdiction's actions in responding to and recovering from a major emergency or disaster. The County has had an Emergency Operations Plan (EOP) in place since 1974 that has gone through successive revisions. This current revision to the plan incorporates Federal and State emergency management protocols using the Federal Response Plan as a guide. This revised and updated plan has been scaled down in size to make navigation through the document easier.

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

The Board allocated funding for the Emergency Management program in the FY03 Adopted Budget. This includes: ongoing funding for the Emergency Operations Center and staff; employee training in the Incident Command System; and, training and professional services to produce a County's Business Continuity Plan. In addition, the Board approved funding building security upgrades in the FY03 Adopted Capital Budget.

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

If a budget modification, explain:

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

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**

- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

If grant application/notice of intent, explain:

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

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

The Emergency Management Ordinance revises and updates the County's Emergency Management program to ensure compliance with State of Oregon Laws (ORS 401). In addition, adoption of the Emergency Operations Plan ensures compliance with State Law. The County Plan also serves as the foundation document for the Emergency Operations Plans for the cities of Fairview, Troutdale, and Wood Village.

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

The Emergency Management program created the Emergency Management Operation Group with representatives from all County departments, the Sheriff's Office and the Chair's Office. The group's charge is to work together to develop and maintain a comprehensive, integrated County emergency preparedness system. Local political jurisdictions within the County have been involved in this process from the beginning, as have a number of citizens. Emergency Managers from the cities of Portland and Gresham have been involved in review and coordination of our planning efforts. The Local Public Safety Coordinating Council has been briefed on the County's action plan. Upon approval, the ordinance and Emergency Operations Plan will be disseminated to neighboring jurisdictions as well as to agencies and individuals internal to the County.

Required Approvals (typed names indicate approval)

Department/Agency Director (type name of approver): M. Cecilia Johnson

Agenda Review Team

By: (type name of approver):

Date:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 1000

Amending MCC Chapter 7 to Add a Subchapter Relating to Emergency Management

The Multnomah County Board of Commissioners Finds:

- a. State law requires counties to establish emergency management programs responsible to county governing bodies or executive officers.
- b. Counties must appoint an emergency program manager. The manager is responsible for the organization, administration and operation of the program.
- c. The emergency management program manages functions within county territory and may perform functions outside the county by intergovernmental agreement.
- d. The Chair established the office of emergency management by Executive Order No. 194 effective January 1, 1988.
- e. The Board now wishes to adopt an Emergency Management Ordinance.

Multnomah County Ordains as follows:

Section 1. MCC Chapter 7, Administration, is amended to add the following subchapter:

§7.900* *EMERGENCY MANAGEMENT*

§ 7.901 **Definitions.**

For purposes of this subchapter the following definitions apply:

EMERGENCY. As defined by ORS 401.025.

ABSENCE. When the county official cannot be reached by available communications methods in time to respond appropriately to an emergency.

§ 7.902 Office of Emergency Management.

There is an Office of Emergency Management (Office) within the Department of Business and Community Services (Department). The Office maintains an emergency services system by planning, preparing and providing for the prevention, mitigation and management of emergencies or disasters in the County. The Director of the Office reports to the Director of the Department but has direct access to the Chair in emergencies. The Office will simultaneously notify the Chair, the Sheriff and the Department Director of all emergencies.

The Office will:

- (A) Establish and identify personnel and material needs and to process, as eligible, requests for federal or state funding;
- (B) Represent the county with the Federal Emergency Management Agency in funding and performance matters;
- (C) Represent jurisdictions within the county without emergency management programs;
- (D) Develop and maintain emergency operations plans for jurisdictions within the county without emergency management programs;
- (E) Adopt operational procedures and practices to prepare county to respond to and recover from major emergencies or disasters;
- (F) Guide each county department in development, implementation, review and maintenance of safety action plans for each critical facility, and department business continuation plans for Chair approval;
- (H) Provide or arrange for training necessary to support these plans;
- (I) Develop and conduct practice exercises to give county officers and employees practice in directing, coordinating and supporting operations under state of emergency conditions;
- (J) Negotiate intergovernmental agreements for Board approval that further planning and preparedness to meet projected emergencies;
- (K) Coordinate and apply for state and federal funds to achieve and maintain an effective program;
- (L) Advise county officers and incident commanders during a state of emergency and in the declaration of an emergency;

(M) Serve as contact for damage reports during and immediately following emergencies;

(N) Maintain a plan for the collection, evaluation, and dissemination of emergency incident status information, and for recommending to the Chair whether potential or actual damage justifies a declaration of emergency;

(O) Administer the county emergency management program.

(P) Create and train Incident Management Teams that will be responsible for:

(a) Incident management and coordination in an EOC environment. Within the scope of the emergency operations plan approved by the Board;

(b) Participating in Incident Command System (ICS) training;

(c) Participating in county emergency operations plan (EOP) exercises.

(Q) Designate and train individuals to perform the ICS functions of incident commander, operations, planning, logistics, finance, public information, safety, liaison and legal counsel.

§ 7.903 Incident Command System.

The Board adopts the Incident Command System (ICS) component of the National Interagency Incident Management System (NIIMS) as the preferred incident management tool, and it will be integrated into all county emergency response and operations plans.

§ 7.904 Emergency Management Advisory Council (EMAC).

(A) The county establishes an Emergency Management Advisory Council chaired by the Director of the Office. The council will develop, review, evaluate and recommend projects and programs for the emergency management program including:

(1) Emergency management program goal setting;

(2) Development, review and maintenance of an all-hazard emergency operations plan;

(3) Establishing 'Incident Management Teams' (IMT);

(4) Incident command system training;

(5) Coordinating local and regional exercises to validate the emergency operations plan.

(B) The EMAC will have a representative from each county elected official and department. Each city in the county, each fire department in the county, the Port of Portland, each public utility in the county, the state Fire Marshall, each school district in the county, and the Willamette Chapter of the American Red Cross may have a representative on the EMAC. The Office Director will also appoint one public, one business and one media representative.

§ 7.905 Succession; Authority.

(A) The Chair or in the Chair's absence or inability to perform the functions of the office, the most senior member of the Board, or in the senior Board member's absence or inability, the Sheriff, or in the Sheriff's absence or inability, the Chair's designated interim, or in the Chair's designated interim's absence or inability, the Sheriff's designated interim, has authority to:

(1) Declare a state of emergency as defined by state law when conditions exist requiring such declaration;

(2) Designate an area within the county or over which the county may exercise police jurisdiction, an emergency area;

(3) Fix the limit of the area in the case of any disaster, catastrophe or civil disorder that warrants the exercise of emergency control in the public interest;

(4) Fix the time during which the area designated will remain an emergency area;

(5) Publicly announce or proclaim a curfew for the area that fixes the hours during which all persons other than authorized official personnel are prohibited from being on the streets, in parks or other public places without authorization of the Sheriff.

(6) Implement authority assigned by the emergency operations plan;

(7) Commit county resources for emergency response, restoration or recovery;

(8) Redirect county funds for emergency use and suspend standard county procurement procedures;

(9) Suspend any county code, resolution, executive rule, administrative rule, guideline or practice if compliance with such provision would in any way prevent, hinder, or delay necessary action in coping with the emergency;

(10) Direct county officers and employees to perform or facilitate emergency services;

(11) Act on appropriate requests for compensation, commandeer or utilize any private property if deemed necessary to cope with the emergency;

(12) Prescribe routes, modes of transportation, and destinations in connection with evacuation within the county;

(13) Order any other action necessary to address and alleviate the emergency.

(B) The powers of the Chair's successor are limited to those granted by this subchapter and the duration of succession is only until the Chair is able and available to perform the duties or until the emergency is abated.

§ 7.906 Declaration of Emergency.

(A) When the county determines that a state of emergency exists, the document declaring a county emergency must:

(1) State the nature of the emergency;

(2) Designate the geographic boundaries of the impacted area;

(3) Certify all local resources have been expended

(4) Provide a preliminary or initial damage assessment including property loss, injuries and deaths;

(5) State the known emergency equipment and supplies, needed to accomplish emergency tasks;

(6) State the duration that the area will remain an emergency area.

(B) The emergency declaration will continue until the Chair finds that emergency conditions no longer exist. The state of emergency may be terminated at any time, but may not last for more than 30 days. A declaration of emergency may be extended or terminated by the Board.

§ 7.907 Regulation of Persons and Property.

When an emergency is declared, for its duration the Chair has authority to impose one or more of the following measures within the emergency area:

- (A) Prohibit or limit the number of persons who may congregate in public places;
- (B) Suspend the sale of alcoholic beverages;
- (C) Suspend or restrict the sale of gasoline or other flammable or combustible liquids;
- (D) Suspend or limit the sale, dispensing, or transportation of any firearm or explosives on roads, streets, public places, or any outdoor place;
- (E) Curtail or suspend commercial activity;
- (F) Shut down water, gas or electric utilities;
- (H) Order measures necessary to protect life or property, or facilitate recovery from the emergency.

§ 7.908 Price Gouging Prohibited.

During a disaster declared by the Governor or an emergency declared by the Chair, the value received for goods and services sold within the designated disaster area may not exceed the prices ordinarily charged for comparable goods and services in the same market area at, or immediately before, the time of the emergency. However, the value received may include reasonable expenses and a charge for any attendant business risk, in addition to the cost of the goods and services that necessarily are incurred in procuring the goods and services during the emergency. Each sale or offer for sale violating this provision constitutes a separate offense,

§ 7.909 Violation of Curfew or Emergency Regulation.

(A) It is unlawful for any person to violate any curfew established under § 7.905 or to violate any measure taken under authority of this subchapter. The provisions of this section do not apply to official personnel authorized to be on the streets or other public places during the period of time for which a curfew has been established or other measures taken.

(B) Any person convicted of violating any provision of this subchapter for which no other specific penalty is provided shall be punished by a fine of not more than \$500 or by imprisonment in the county jail for not more than six months, or both.

§ 7.910 Emergency Service Workers/Volunteers.

The Office will maintain a record of enrollment of emergency service workers. Each record will contain the name and address of the worker, the name of the employer of the worker, date of enrollment and authorized classification of assignment to duty, including the times of assigned duty, and changes in enrollment.

Section 2. MCC Chapter 15 is amended by deleting §§ 15.325 and 15.327 and amending §§ 15.326 and 15.328 as follows:

§ 15.325* EMERGENCY AREA REGULATIONS

§ 15.326 Powers Of Sheriff.

(A) Whenever any area has been designated as an emergency area under § 7.905, within the boundaries of the area the Sheriff shall have authority to:

- (1) Regulate or prohibit ingress and egress to and from the area;
- (2) Limit or prohibit the movement of any persons within the area;
- (3) Move any property within the area;
- (4) Evacuate any persons from the area whenever and to the extent that the Sheriff finds human lives or property are endangered; and
- (5) Enter into or upon private property, or direct entry to prevent or minimize danger to lives or property.

(B) The Sheriff has authority to barricade streets and to prohibit or regulate travel upon any street, avenue or highway leading to an area designated as an emergency area for such distance as the Sheriff considers necessary under the circumstances.

§ 15.328 Access Prior To Declaration As Emergency Area; Findings.

The Board finds that certain emergencies may require the responding peace officers to immediately restrict public access to the areas affected, before the area has been designated as an emergency area under § 7.905. Peace officers that respond to such emergencies have authority to restrict access to the area affected to protect the health, welfare and safety of the people of the county. Sections 15.328 through 15.330 must be liberally construed to effectuate the purposes expressed herein.

FIRST READING:

November 7, 2002

SECOND READING AND ADOPTION:

November 14, 2002



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn
Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By *Thomas Sponsler*
Thomas Sponsler, County Attorney

AGENDA PLACEMENT REQUEST

Board Clerk Use Only:
Meeting Date: November 14, 2002

Bud Mod #:

Agenda Item #: R-4

Estimated Start Time: 9:30 AM

Date Submitted: 10/16/02

Requested Date: November 14, 2002

Amount of Time Requested: 5 mins.

Department: DBCS

Division: Land Use & Transportation Program

Contact/s: Dan Brown, PE, Roadway Engineering Services Branch Manager

Phone: (503) 988-5050

Ext.: 29633 I/O Address: 455/206

Presenter/s: Ed Abrahamson, Transportation Planning Specialist

Agenda Title: 2001 Oregon Transportation Investment Act Agreement to Replace Beaver Creek Bridge (Br. #04522)

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

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

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

County wishes to enter into a Governmental Agreement with the Oregon Department of Transportation (ODOT) to replace a County Bridge under the 2001 Oregon Transportation Investment Act Program (2001 OTIA Program).

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

The 2002 OTIA Program provides funding for the preservation and modernization of projects selected by the Oregon Transportation Commission. The project's total estimated cost is \$1,733,284, with ODOT contributing up to \$1,488,284 and the County contributing \$245,000 for preliminary engineering plus all remaining costs exceeding \$1,488,284.

The Beaver Creek Bridge, constructed in 1912, was selected for replacement because its substandard width is restricting access for cars, pedestrians, and bicycles, and the bridge footings are subject to scour. The project will replace the existing bridge with a longer and wider structure.

The completion of the project is February 21, 2006, as stated in the Agreement. Time is of the essence for this project; several fixed schedule milestones must be met in order to secure funding under the OTIA Program. Missed deadlines will result in funding delays. The County will perform all preliminary engineering, right-of-way acquisition, final design, and construction project management, according to County standards.

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

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

If a budget modification, explain:

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

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

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

If grant application/notice of intent, explain:

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

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

Right-of-Way acquisition may be necessary. Waterway permits will be required through the Oregon Division of State Lands and the Army Corps of Engineers. These permits shall be routed through Oregon Department of Fish and Wildlife and through the National Marine Fishery Service.

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

The public involvement process will include community meetings and information sessions that are intended to capture community concerns, requirements, and design input. Community meetings will also be held to inform the public of final design and construction details.

Required Sign Off (NOTE: electronic check indicates approval)

Department/Agency Director M. Cecilia Johnson, Business & Community Services

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



IGA Contract

Vendor Address

OREG ST OF DEPT OF TRANSPORTATION
123 NW FLANDERS
PORTLAND OR 97209-4037

Information

Contract Number 4600003755
Date 10/09/2002
Vendor No. 23683
Contact/Phone BCS Transport'n / X26798
Validity Period: 11/21/2002 - 02/13/2006
Minority Indicator: Not Identified

Estimated Target Value: 245,000.00 USD

Item	Material/Description	Target Qty	UM	Unit Price
0001	<p>Replace Beaver Crk Bridge-'01 OTIA Pr</p> <p>Plant: F030 Business & Community Service Requirements Tracking Number: 999 Governmental Agreement with Oregon Dept of Transportation to Replace Beaver Creek Bridge (Bridge # 04522) under the 2001 Oregon Transportation Investment Act (OTIA). ODOT Agreement No. 19,472. (Total estimated cost: \$1,733,284/ODOT Share: \$1,488,284 County Share: Approximately \$245,000) Effective Dates: November 15, 2002 - February 13, 2006 Project Manager: Harold Maxa (WBS-ROADCEC0399)</p>	245,000	Dollars	\$ 1.0000

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Contract #: 4600003755

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

Amendment #: _____

<p style="text-align: center;">CLASS I</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><input type="checkbox"/> Expenditure</p> <p><input type="checkbox"/> Revenue</p> <p><input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)</p>	<p style="text-align: center;">CLASS II</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"/> PCRFB 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;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000</p> <p><input checked="" type="checkbox"/> Expenditure</p> <p><input type="checkbox"/> Revenue</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-4</u> DATE <u>11.14.02</u></p> <p style="text-align: center;">DEB BOGSTAD, BOARD CLERK</p>
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Department: Business and Community Services Division: Land Use & Trans Program Date: October 9, 2002
 Originator: Harold Maxa Phone: x29627 Bldg/Rm: 455/Annex
 Contact: Cathy Kramer Phone: x22589 Bldg/Rm: 455/Annex

Description of Contract: Governmental Agreement to replace Beaver Creek Bridge (Br. #04522) under the 2001 Oregon Transportation Investment Act Program (2001 OTIA Program), (ODOT Agreement No. 19,472).

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)

<p>Contractor <u>Oregon Department of Transportation, Region 1</u> Address <u>123 NW Flanders</u> <u>Portland, OR 97209-4037</u> Debbie Burgess [Fax: (503) 731-8259] Phone (503) 892-3089 or (503) 731-8276</p>	<p>Remittance address _____ (If different) _____</p>
<p>Employer ID# or SS# <u>N/A</u> Effective Date <u>November 21, 2002</u> Termination Date <u>February 13, 2006</u> Original Contract Amount \$ _____ Total Amt of Previous Amendments \$ _____ Amount of Amendment \$ _____ Total Amount of Agreement \$ <u>245,000</u></p>	<p>Payment Schedule / Terms</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input checked="" type="checkbox"/> Other \$ <u>As invoiced</u> <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 JR [Signature] DATE 10/14/02
 Purchasing Manager _____ DATE _____
 (Class II Contracts Only)
 County Counsel [Signature] DATE 10/16/02
 County Chair [Signature] DATE 11/14/02
 Sheriff _____ DATE _____
 Contract Administration _____ DATE _____
 (Class I, Class II Contracts only)

LGFS VENDOR CODE						DEPT REFERENCE					
LINE #	PLANT	WBS	GL ACCT	SUB ORG	ACTIVITY	OBJ/REV	SUB OBJ	REP CAT	SAP DESCRIPTION	AMOUNT	INC DEC
01	F030										
02											

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.

**2001 OREGON TRANSPORTATION INVESTMENT ACT AGREEMENT
Beaver Creek Bridge (Br.# 04522)**

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "ODOT"; and MULTNOMAH COUNTY, a municipal subdivision of the State of Oregon, acting by and through its Elected Officials, hereinafter referred to as "Agency".

RECITALS

1. The 2001 Oregon Transportation Investment Act Program, hereinafter referred to as the "2001 OTIA Program", provides funding for preservation and modernization projects chosen by the Oregon Transportation Commission.
2. The Oregon Transportation Commission selected the projects to be funded under the 2001 OTIA Program at its January 16, 2002 meeting. This selection included Agency's Beaver Creek Bridge Project, as described in Exhibit A.
3. By the authority granted in ORS 190.110, 366.770 and 366.775, state agencies may enter into cooperative agreements with counties, cities, and units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.

NOW THEREFORE, the premises being in general as stated in the foregoing recitals, it is agreed by and between the parties hereto as follows:

TERMS OF AGREEMENT

1. Agency shall replace the Beaver Creek Bridge, hereinafter referred to as "Project". A Project description and budget are shown on Exhibit "A", and sketch map showing the location and approximate limits of the Project are shown on Exhibit "B", both are attached hereto and by this reference made a part hereof.
2. The total estimated cost of the Project is \$1,733,284. The budget is shown on Exhibit "A".
3. 2001 OTIA Program funds shall be limited to \$1,488,284. Agency shall provide \$245,000 for preliminary engineering and shall be responsible for all remaining costs in excess of the 2001 OTIA Program funded amount for this Project.

4. This agreement shall become effective on the date all required signatures are obtained and shall be completed according to the schedule outlined in Paragraph 4, Agency Obligations. Only work begun after the effective date of this agreement is eligible for reimbursement with OTIA funds.

5. The funds available under the 2001 OTIA Program are State Highway Funds. To be eligible for reimbursement under the 2001 OTIA Program, expenditures must comply with the requirements of Article IX, Section 3a of the Oregon Constitution.

6. Agency and ODOT have a joint obligation to ensure timely expenditure of 2001 OTIA Program monies and comply with the provisions of the bonds that finance the 2001 OTIA Program.

AGENCY OBLIGATIONS

1. Agency, or its consultant, shall conduct the necessary engineering and design work required to produce final plans, specifications and cost estimates; obtain all right-of-way, if any, required for Project in compliance with ORS 281.060 and ORS 35.346; certification by the Agency, or by consultant on behalf of Agency; obtain all required permits; arrange for all utility relocations or reconstruction, if any, required for Project in compliance with the standards in Agency Obligations, Paragraph 13; perform all construction engineering, including all required materials testing and quality documentation; prepare all bid documents; advertise and award all contracts; provide Project management services; and other necessary functions for administration of the contract.

2. The Project shall be developed in conformance with Agency's standards. If Agency has not adopted standards of its own, the Project shall be developed in conformance with the current edition of *A Policy on Geometric Design of Highways and Streets* by the American Association of State Highway and Transportation Officials (AASHTO).

3. Agency shall provide ODOT with sufficient information to complete a project prospectus so that ODOT can track Project using ODOT's automated management system.

4. a. Agency shall submit documentation to ODOT's Project Liaison that shows that Agency has met Project key milestones. The Project key milestones, dates, and required documentation are shown below:

Environmental: June 4, 2004

Documentation: Specific statement for project.

Right of Way Acquisition: January 13, 2004

Documentation: Letter from Agency's legal counsel certifying that 1) the right of way needed for the project has been obtained and 2) the right-of-way acquisition has been completed in accordance with those certain right of way requirements contained in Agency Obligations, paragraph 1, of this agreement.

Land Use Permits: January 13, 2004

Documentation: Letter from Agency indicating that all Land Use Permits required for final design have been obtained.

Final Plans / Biddable Engineering Documents: November 3, 2004

Documentation: A copy of completed Project plans, specifications and cost estimates.

Contract Advertisement and Award: March 16, 2005

Documentation: A copy of the Award of Contract submitted to the Bureau of Labor and Industries.

Construction Completion: February 16, 2006

Documentation: A letter from Agency indicating that construction is substantially complete.

Project Completion: February 21, 2006

Documentation: Letter from Agency indicating that the Project is complete and open to traffic, accompanied by Agency's final billing to ODOT.

- b. If the Agency does not meet a Project milestone date within one month of the date specified in Agency Obligations, Paragraph 4.a, reimbursement of Agency's Project expense shall be changed to one-half of the rate specified in ODOT's Obligation's, Paragraph 1, until such time as the Project has completed the milestone and Project is back on schedule.
- c. Immediately upon missing a milestone date, Agency and ODOT shall establish a project review team including Agency's Project Liaison and ODOT's Project Liaison, at a minimum, and may include such other members as are deemed necessary. The project review team shall determine (a) if failure to complete the milestone in question will jeopardize successful completion of Project, (b) what steps must be taken by Agency to ensure successful completion of Project, and (c) revise the Project schedule, if changes are required.
- d. In the event that the Project schedule itemized in Agency Obligations 4.a. is revised pursuant to Agency Obligation 4.c, the Agency's Project Liaison and ODOT's Project Liaison shall reduce the revision to writing. The Agency's Project Liaison and ODOT's Project Liaison shall incorporate the revised schedule into this intergovernmental agreement by entering into a formal amendment to this agreement.

- e. When the Project is back on schedule according to the milestones set out in Agency Obligations 4.a., including a revised schedule adopted by formal amendment, Agency shall receive any funds withheld by ODOT under the provisions of Paragraph 1.b. of ODOT's Obligations.
5. Agency shall present invoices for the eligible, actual costs incurred by Agency on behalf of the Project directly to ODOT's Project Liaison for review and approval. Such invoices shall be submitted in the form as shown on Exhibit "C", OTIA Progress Billing, attached hereto and by this reference made a part hereof. Invoices will identify the Project and agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Invoices shall be presented for periods of not greater than one month, based on actual expenses incurred, and must clearly specify the percentage of completion of the Project.
6. Agency shall submit a billing at the time Agency documents that Construction Completion, as set out in Agency Obligations, Paragraph 4, is complete. The billing will indicate total Project costs incurred to date, whether there are unresolved claims, and the anticipated timeline for resolving claims and closing the Project.
7. Agency shall be responsible for any and all costs of Project which are not covered by OTIA funds, including costs of the Project when the maximum amount of OTIA funds obligated under this Agreement have been expended.
8. Agency agrees to comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this agreement, including, without limitation, the provisions of ORS 279.312, 279.314, 279.316, 279.320 and 279.555, which hereby are incorporated by reference.
9. Agency shall perform the service under this agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
10. Agency, its subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers, unless such employers are exempt under ORS 656.126. Agency shall ensure that each of its contractors complies with these requirements.
11. Agency will maintain the improvements made as a result of the Project at the same level as other similar facilities owned by Agency.
12. Agency agrees that the Project will be on the public right-of-way and will serve general transportation needs.

13. Utility relocation or reconstruction may or may not be an eligible Project expense according to the following standard:

- a. The expense is an eligible expense if the owner of the utility facility possesses a property right for its location on the public right of way.
- b. The expense is not an eligible expense if the owner of the utility facility does not possess a property right for its location, but the facility exists on the public right of way solely under the permission of the Agency or other road authority, whether that permission is expressed or implied, and whether written or oral.

14. Agency certifies, at the time this agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this agreement within Agency's current appropriation or limitation of the current budget. Agency further agrees that they will only submit invoices to ODOT for reimbursement on work that has been performed and paid for by Agency.

15. Agency shall, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, indemnify, defend, save, and hold harmless the State of Oregon, Oregon Transportation Commission and its members, and the Oregon Department of Transportation and its officers and employees, from all claims, suits or actions of any nature arising out of activities of Agency, its consultant, its contractor, its officers, subcontractors, agents, or employees under this agreement.

16. Agency's Project Liaison for this agreement is Dan Brown, Multnomah County Transportation Division, 1600 SE 190th Ave, Portland Oregon 97233-5910. Phone (503) 988-5050 ex. 29633. Agency's Project Liaison is granted the authority to enter into and execute formal amendments to this agreement when revisions to the Project schedule are deemed necessary by the project review team.

17. Agency shall place signs that identify Project as "*Another Project Funded by 2001 Oregon Transportation Investment Act*" (ODOT approved design). Agency may affix additional signage that identifies local funds used for the Project.

18. Agency agrees that it will call attention to the Project and help make it visible to the public.

19. Agency agrees to provide progress information and photographs in a suitable format for posting on the OTIA web site maintained by ODOT and to provide appropriate links from Agency's web sites to the OTIA web site.

20. Agency agrees to comply with the conditions for Project approval adopted by the Oregon Transportation Commission, as set out in Exhibit A, Special Conditions, which is attached and made part of this Agreement.

ODOT OBLIGATIONS

1.
 - a. ODOT shall reimburse Agency 100 % of eligible, actual costs incurred up to the maximum amount of OTIA funds committed for the Project specified in Terms of Agreement, Paragraph 3, provided that Agency is meeting the Project milestones set out in Agency Obligations, Paragraph 4. a. Under no conditions shall ODOT's total obligation exceed \$1,488,284, including all expenses.
 - b. In the event that Agency has not met a Project milestone, ODOT shall change its rate of reimbursement to Agency to be one-half of the rate specified in Paragraph 1.a. until such time as Project is back on schedule.
 - c. When the Project is back on schedule, according to the milestones set out in Agency Obligations 4.a., including a revised schedule adopted by formal amendment per Agency Obligations 4.d., ODOT shall pay Agency any funds withheld by ODOT under the provisions of Paragraph 1.b. of ODOT's Obligations.
 - d. ODOT agrees to comply with the provisions of ORS 293.462 with regard to timely payment.
2. ODOT certifies, at the time this agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this agreement within ODOT's current appropriation or limitation of current biennial budget.
3. ODOT's Project Liaison for this agreement is Sandy Van Bommel, 123 NW Flanders, Portland Or. 97209 (503-731-8504). ODOT's Liaison shall:
 - a. Receive any notices provided by Agency under this agreement.
 - b. Review and process for payment all eligible, actual Project costs incurred within 30 days of the date of receipt of Agency's invoices by ODOT.
 - c. Advise Agency at Agency's request on matters affecting the Project.
 - d. ODOT's Project Liaison is granted the authority to enter into and execute formal amendments to this agreement when revisions to the Project schedule are deemed necessary by the project review team.
4. ODOT shall review the documentation provided by Agency to ensure that the Project undertaken by Agency is the Project approved by the Oregon Transportation Commission at its January 16, 2002 meeting.
5. ODOT shall not be required to approve Agency's selection of contractors, right-of-way purchase, or engineering design documents, except as the Project design affects the state highway system or as required by the conditions of approval adopted by the Oregon Transportation Commission.
6. ODOT shall maintain a web site for the 2001 OTIA Program listing Project status and accomplishment information for Agency's Project.

GENERAL PROVISIONS

1. This agreement may be terminated by mutual consent of both parties.
2. ODOT may terminate this agreement effective upon delivery of written notice to Agency, or at such later date as may be established by ODOT, under any of the following conditions:
 - a. If Agency fails to provide services called for by this agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this agreement or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from ODOT fails to correct such failures within 10 days or such longer period as ODOT may authorize.
 - c. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in the agreement.
 - d. If Federal or State laws, regulations or guidelines are modified or interpreted in such a way that either the work under this agreement is prohibited or if ODOT is prohibited from paying for such work from the planned funding source.

If ODOT terminates this agreement for the reasons described in General Provisions, Paragraph 2., "a" or "b" above, Agency must reimburse ODOT for all Oregon Transportation Investment Act funds expended. If Agency fails to reimburse ODOT, ODOT may withhold Agency's proportional share of State Highway Fund distribution necessary to reimburse ODOT for costs incurred by such Agency breach.

Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

3. Agency acknowledges and agrees that ODOT, the Secretary of State's Office of the State of Oregon, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific agreement for the purpose of making audit, examination, excerpts, and transcripts during the course of the Project and for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by ODOT.

4. This agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. 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. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this agreement shall not constitute a waiver by that party of that or any other provision.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

The Oregon Transportation Commission approved this Project on January 16, 2002.

The Oregon Transportation Commission on January 16, 2002, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations when the work is related to a project included in the Statewide Transportation Improvement Program or a line item in the biennial budget approved by the Commission.

The Director on January 31, 2002, approved Subdelegation Order No. 2, which grants authority to the Deputy Director for the Oregon Transportation Investment Act to approve and execute agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program, in the Oregon Transportation Investment Act project list, or in the approved biennial budget.

APPROVAL RECOMMENDED

STATE OF OREGON, by and through
Its Department of Transportation

By *Kay Van Antel*
Region 1 Manager

By _____
Deputy Director for Oregon Transportation
Investment Act

Date 8-08-02

Date _____

APPROVED AS TO LEGAL
SUFFICIENCY

MULTNOMAH COUNTY, By and through
its elected Officials

By _____
Assistant Attorney General

By *Debra Bogstad*
Chair

Date 11.14.02

Date _____

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-4 DATE 11.14.02
DEB BOGSTAD, BOARD CLERK

APPROVED AS TO LEGAL
SUFFICIENCY

RETURN AGREEMENT TO AGENCY:

By *Matthew O. Ryan*
Agency Attorney

Contact: Dan Brown

Date 10/16/02

Address: C/O Multnomah Co. Trans. Div.
1600 SE 190th Ave.
Portland, OR 97233

EXHIBIT A
PROJECT DESCRIPTION
MULTNOMAH COUNTY TRANSPORTATION DIVISION
BEAVER CREEK BRIDGE (BR. #04522)

The Beaver Creek Bridge, located approximately 720 feet from the Sandy River Bridge at Troutdale, was constructed in 1912 is deteriorating. The bridge sufficiency rating is 49 and its structural rating is 5. The bridge is very narrow, offering no shy distance to the rails. The bridge provides access to Glen Otto Community Park but does not provide adequate access for pedestrians or bicycles. The bridge opening is narrower than the creek cross-section creating a pinch point in the channel. The bridge footings are subject to scour.

This Project will replace the bridge with a longer, wider structure that provides adequate access for pedestrians and bicycles, as well as a sufficient channel opening.

Project Cost Estimate			Project Financing		
Preliminary engineering & design	\$	365,000	Agency Contribution	\$ 245,000	14%
Right-of-way purchase	\$	60,000	OTIA	\$1,488,284	86%
Construction	\$	1,308,284			
Total	\$	1,733,284	Total	\$1,733,284	100%

SPECIAL CONDITIONS

The Oregon Transportation Commission approved Projects for funding under OTIA subject to certain conditions:

No Conditions of Approval are required on this Project.

EXHIBIT B
Project Location Map

MULTNOMAH COUNTY TRANSPORTATION DIVISION
Beaver Creek Bridge (Br. #04522)

BEAVER CREEK BRIDGE PROJECT

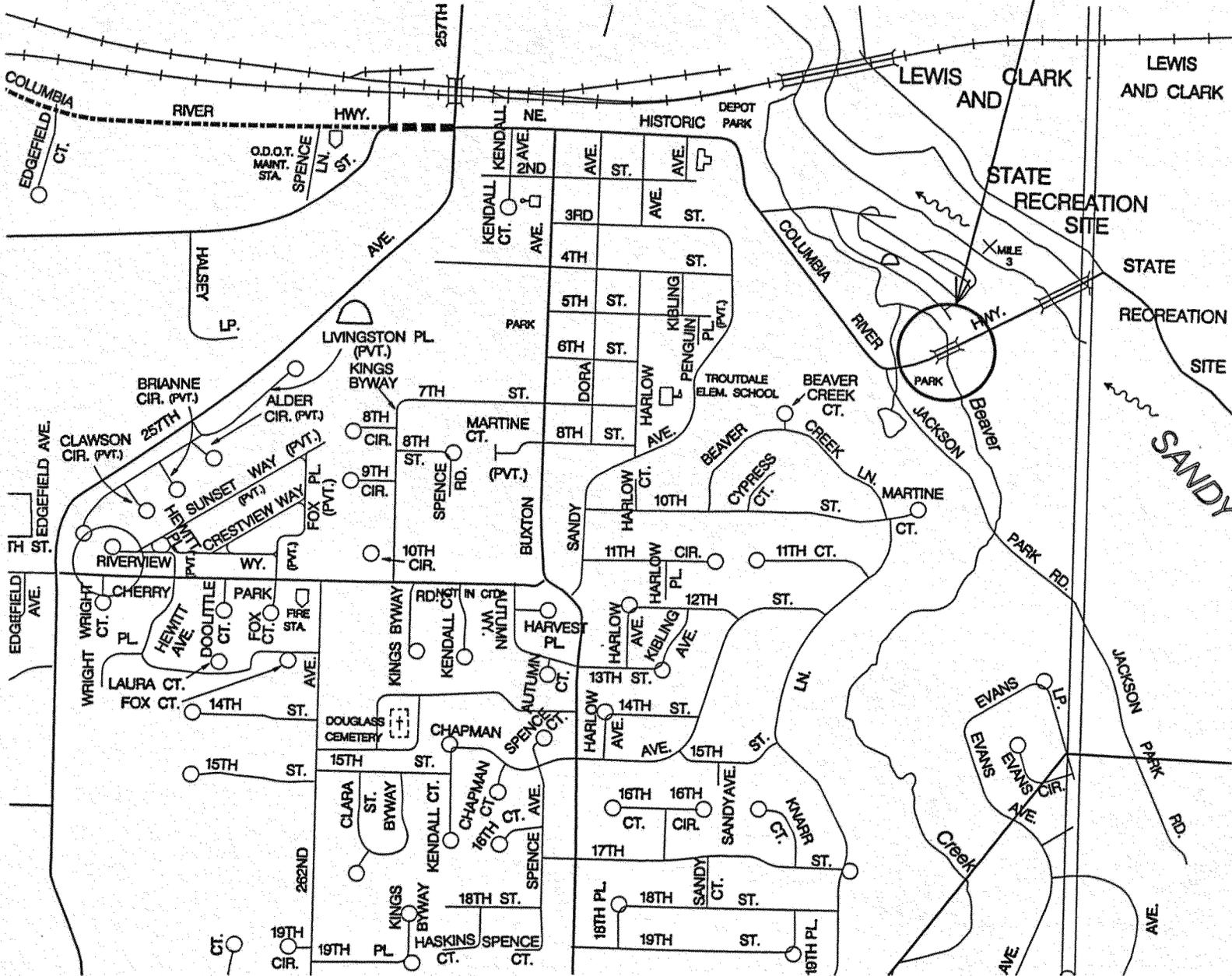


EXHIBIT C
Oregon Transportation Investment Act (OTIA)
Progress Billing
(form)

Agency: Multnomah County Transportation Division
 Project: Beaver Creek Bridge (Br. #04522)
 Agreement No.: 19,472
 Billing Period: _____ to _____

	Costs Incurred This Period	Costs Billed Previously	Total Cost To Date	Participation Rate	Total Amount Claimed	Prior Total Claimed	Amount Claimed This Period	Percent Complete This Phase
Planning								
Engineering Design								
Right of Way								
Construction								
Total								

Submission of this request certifies that, in accordance with the laws of the State of Oregon and under the conditions of approval for the project identified above, actual costs claimed have been incurred and are eligible pursuant to the Intergovernmental Agreement between Agency and the Oregon Department of Transportation. Also, no other claims have been presented to, or payment made by, the State of Oregon for those costs claimed for reimbursement.

 Agency Project Liaison

 Date

(for ODOT use)

I have reviewed the above project and related costs and, in my opinion, subject to audit, the costs reflect the progress to date and are eligible for reimbursement in the amount of \$_____.

 ODOT Project Liaison

 Date

AGENDA PLACEMENT REQUEST

Board Clerk Use Only:

Meeting Date: November 14, 2002

Bud Mod #:

Agenda Item #: R-5

Estimated Start Time: 9:35 AM

Date Submitted: 10/16/02

Requested Date: November 14, 2002

Amount of Time Requested: 5 mins.

Department: DBCS

Division: Land Use & Trans Program

Contact/s: Dan Brown, PE, Roadway Engineering Services Branch Manager

Phone: (503) 988-5050

Ext.: 29633 I/O Address: 455/206

Presenter/s: Ed Abrahamson, Transportation Planning Specialist

Agenda Title: 2001 Oregon Transportation Investment Act Agreement to Replace Corbett Hill Viaduct (Br. #51C11)

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

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

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

The County wishes to enter into a Governmental Agreement with the Oregon Department of Transportation (ODOT) to replace a County Bridge under the 2001 Oregon Transportation Investment Act Program (2001 OTIA Program).

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

The 2002 OTIA Program provides funding for the preservation and modernization of projects selected by the Oregon Transportation Commission. The project's total estimated cost is \$1,046,723, with ODOT contributing up to \$806,723 and the County contributing \$240,000 for preliminary engineering plus all remaining costs exceeding \$1,046,723.

The Corbett Hill Viaduct is a load-limited structure that restricts commercial access to and from the community of Corbett. Cracking is evident in both the

deck and beams. More stringent weight limits or even complete closure is likely if the structure is not replaced.

The completion of the project is January 23, 2006, as stated in the Agreement. Time is of the essence for this project; several fixed schedule milestones must be met in order to secure funding under the OTIA Program. Missed deadlines will result in funding delays. The County will perform all preliminary engineering, right-of-way acquisition, final design, and construction project management, according to County standards.

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

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

If a budget modification, explain:

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**
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NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

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

If grant application/notice of intent, explain:

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

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

Permits will be required through the USDA Forest Service Columbia River Gorge National Scenic Area.

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

The public involvement process will include community meetings and information sessions that are intended to capture community concerns, requirements, and design input. Community meetings will also be held to inform the public of final design and construction details.

Required Sign Off (NOTE: electronic check indicates approval)

Department/Agency Director M. Cecilia Johnson, Business & Community Services

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



IGA Contract

Vendor Address

OREG ST OF DEPT OF TRANSPORTATION
123 NW FLANDERS
PORTLAND OR 97209-4037

Information

Contract Number 4600003756
Date 10/09/2002
Vendor No. 23683
Contact/Phone BCS Transport'n /
X26798
Validity Period: 11/21/2002 - 01/19/2006
Minority Indicator: Not Identified

Estimated Target Value: 240,000.00 USD

Item	Material/Description	Target Qty	UM	Unit Price
0001	<p>Replace Corbett Hill Viaduct ('01 OTIA)</p> <p>Plant: F030 Business & Community Service Requirements Tracking Number: P99 <i>Governmental Agreement with Oregon Dept of Transportation to Replace Corbett Hill Viaduct (Bridge # 51C11) under the 2001 Oregon Transportation Investment Act (OTIA). ODOT Agreement No. 19,473. (Total estimated cost: \$1,446,723/ODOT Share: \$806,723 County Share: Approximately \$240,000) Effective Dates: November 15, 2002 - January 19, 2006 Project Manager: Harold Maxa (WBS-ROADCPC0404)</i></p>	240,000	Dollars	\$ 1.0000

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Contract #: 4600003756

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

Amendment #: _____

<p style="text-align: center;">CLASS I</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 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)	<p style="text-align: center;">CLASS II</p> <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)	<p style="text-align: center;">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p style="text-align: center;">AGENDA # <u>R-5</u> DATE <u>11.14.02</u> DEB BOGSTAD, BOARD CLERK</p>
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Department: Business and Community Services Division: Land Use & Trans Program Date: October 9, 2002
 Originator: Harold Maxa Phone: X29627 Bldg/Rm: 455/Annex
 Contact: Cathy Kramer Phone: x22589 Bldg/Rm: 455/Annex

Description of Contract: Governmental Agreement to replace the Corbett Hill Viaduct (Br. #51C11) under the 2001 Oregon Transportation Investment Act Program (2001 OTIA Program), (ODOT Agreement No. 19,473).

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>Oregon Department of Transportation, Region 1</u> Address <u>123 NW Flanders</u> <u>Portland, OR 97209-4037</u> <u>Debbie Burgess</u> [Fax: (503) 731-8259] Phone <u>(503) 892-3089 or (503) 731-8276</u>	Remittance address _____ (If different) _____ Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input checked="" type="checkbox"/> Other \$ <u>As invoiced</u> <input type="checkbox"/> Other _____ <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
Employer ID# or SS# <u>N/A</u> Effective Date <u>November 21, 2002</u> Termination Date <u>January 19, 2008</u> Original Contract Amount \$ _____ Total Amt of Previous Amendments \$ _____ Amount of Amendment \$ _____ Total Amount of Agreement \$ <u>240,000</u>	

REQUIRED SIGNATURES:

Department Manager [Signature] DATE 10/14/02

Purchasing Manager _____ DATE _____
 (Class II Contracts Only)

County Counsel [Signature] DATE 11/5/02

County Chair [Signature] DATE 11.14.02

Sheriff _____ DATE _____

Contract Administration _____ DATE _____
 (Class I, Class II Contracts only)

LGFS VENDOR CODE						DEPT REFERENCE					
LINE #	PLANT	WBS	GL ACCT	SUB ORG	ACTIVITY	OBJ/REV	SUB OBJ	REP CAT	SAP DESCRIPTION	AMOUNT	INC DEC
01	F030										
02											

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.

**2001 OREGON TRANSPORTATION INVESTMENT ACT AGREEMENT
Corbett Hill Road Viaduct (Br.# 51C11)**

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "ODOT"; and MULTNOMAH COUNTY, a municipal subdivision of the State of Oregon, acting by and through its Elected Officials, hereinafter referred to as "Agency".

RECITALS

1. The 2001 Oregon Transportation Investment Act Program, hereinafter referred to as the "2001 OTIA Program", provides funding for preservation and modernization projects chosen by the Oregon Transportation Commission.
2. The Oregon Transportation Commission selected the projects to be funded under the 2001 OTIA Program at its January 16, 2002 meeting. This selection included Agency's project, Corbett Hill Road Viaduct, as described in Exhibit A.
3. By the authority granted in ORS 190.110, 366.770 and 366.775, state agencies may enter into cooperative agreements with counties, cities, and units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.

NOW THEREFORE, the premises being in general as stated in the foregoing recitals, it is agreed by and between the parties hereto as follows:

TERMS OF AGREEMENT

1. Agency shall replace the Corbett Hill Road Viaduct structure, hereinafter referred to as "Project". A Project description and budget are shown on Exhibit "A", and a sketch map showing the location and approximate limits of the Project is shown on Exhibit "B", attached hereto and by this reference made a part hereof.
2. The total estimated cost of the Project is \$1,046,723. The budget is shown on Exhibit "A".

3. 2001 OTIA Program funds shall be limited to \$806,723. Agency shall provide \$240,000 for preliminary engineering and shall be responsible for all remaining costs in excess of the 2001 OTIA Program funded amount for this Project.

4. This agreement shall become effective on the date all required signatures are obtained and shall be completed according to the schedule outlined in Paragraph 4, Agency Obligations. Only work begun after the effective date of this agreement is eligible for reimbursement with OTIA funds.

5. The funds available under the 2001 OTIA Program are State Highway Funds. To be eligible for reimbursement under the 2001 OTIA Program, expenditures must comply with the requirements of Article IX, Section 3a of the Oregon Constitution.

6. Agency and ODOT have a joint obligation to ensure timely expenditure of 2001 OTIA Program monies and comply with the provisions of the bonds that finance the 2001 OTIA Program.

AGENCY OBLIGATIONS

1. Agency, or its consultant, shall conduct the necessary engineering and design work required to produce final plans, specifications and cost estimates; obtain all right-of-way, if any, required for Project in compliance with ORS 281.060, ORS 35.346, including certification by the Agency, or by its consultant on behalf of Agency; obtain all required permits; arrange for all utility relocations or reconstruction, if any, required for Project in compliance with the standards in Agency Obligations, Paragraph 13; perform all construction engineering, including all required materials testing and quality documentation; prepare all bid documents; advertise and award all contracts; provide Project management services; and other necessary functions for administration of the contract.

2. The Project shall be developed in conformance with Agency's standards. If Agency has not adopted standards of its own, the Project shall be developed in conformance with the current edition of *A Policy on Geometric Design of Highways and Streets* by the American Association of State Highway and Transportation Officials (AASHTO).

3. Agency shall provide ODOT with sufficient information to complete a project prospectus so that ODOT can track Project using ODOT's automated management system.

4. a. Agency shall submit documentation to ODOT's Project Liaison that shows that Agency has met Project key milestones. The Project key milestones, dates, and required documentation are shown below:

Right of Way Acquisition: October 13, 2004

Documentation: Letter from Agency's legal counsel certifying that 1) the right of way needed for the project has been obtained and 2) the right-of-way acquisition has been completed in accordance with those certain right of way requirements contained in Agency Obligations, paragraph 1, of this agreement.

Land Use Permits: October 13, 2004

Documentation: Letter from Agency indicating that all Land Use Permits required for final design have been obtained.

Final Plans / Biddable Engineering Documents: October 13, 2004

Documentation: A copy of completed Project plans, specifications and cost estimates.

Contract Advertisement and Award: January 19, 2005

Documentation: A copy of the Award of Contract submitted to the Bureau of Labor and Industries.

Construction Completion: January 18, 2006

Documentation: A letter from Agency indicating that construction is substantially complete.

Project Completion: January 23, 2006

Documentation: Letter from Agency indicating that the Project is complete and open to traffic, accompanied by Agency's final billing to ODOT.

- b. If the Agency does not meet a Project milestone date within one month of the date specified in Agency Obligations, Paragraph 4.a, reimbursement of Agency's Project expense shall be changed to one-half of the rate specified in ODOT's Obligation's, Paragraph 1, until such time as the Project has completed the milestone and Project is back on schedule.
- c. Immediately upon missing a milestone date, Agency and ODOT shall establish a project review team including Agency's Project Liaison and ODOT's Project Liaison, at a minimum, and may include such other members as are deemed necessary. The project review team shall determine (a) if failure to complete the milestone in question will jeopardize successful completion of Project, (b) what steps must be taken by Agency to ensure successful completion of Project, and (c) revise the Project schedule, if changes are required.
- d. In the event that the Project schedule itemized in Agency Obligations 4.a. is revised pursuant to Agency Obligation 4.c, the Agency's Project Liaison and

ODOT's Project Liaison shall reduce the revision to writing. The Agency's Project Liaison and ODOT's Project Liaison shall incorporate the revised schedule into the intergovernmental agreement by entering into a formal amendment to this agreement.

- e. When the Project is back on schedule according to the milestones set out in Agency Obligations 4.a., including a revised schedule adopted by formal amendment, Agency shall receive any funds withheld by ODOT under the provisions of Paragraph 1.b. of ODOT's Obligations.
5. Agency shall present invoices for the eligible, actual costs incurred by Agency on behalf of the Project directly to ODOT's Project Liaison for review and approval. Such invoices shall be submitted in the form as shown on Exhibit "C", OTIA Progress Billing, attached hereto and by this reference made a part hereof. Invoices will identify the Project and agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Invoices shall be presented for periods of not greater than one month, based on actual expenses incurred, and must clearly specify the percentage of completion of the Project.
6. Agency shall submit a billing at the time Agency documents that Construction Completion, as set out in Agency Obligations, Paragraph 4, is complete. The billing will indicate total Project costs incurred to date, whether there are unresolved claims, and the anticipated timeline for resolving claims and closing the Project.
7. Agency shall be responsible for any and all costs of Project which are not covered by OTIA funds, including costs of the Project when the maximum amount of OTIA funds obligated under this Agreement have been expended.
8. Agency agrees to comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this agreement, including, without limitation, the provisions of ORS 279.312, 279.314, 279.316, 279.320 and 279.555, which hereby are incorporated by reference.
9. Agency shall perform the service under this agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
10. Agency, its subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers, unless such employers are exempt under ORS

656.126. Agency shall ensure that each of its contractors complies with these requirements.

11. Agency will maintain the improvements made as a result of the Project at the same level as other similar facilities owned by Agency.

12. Agency agrees that the Project will be on the public right-of-way and will serve general transportation needs.

13. Utility relocation or reconstruction may or may not be an eligible Project expense according to the following standard:

- a. The expense is an eligible expense if the owner of the utility facility possesses a property right for its location on the public right of way.
- b. The expense is not an eligible expense if the owner of the utility facility does not possess a property right for its location, but the facility exists on the public right of way solely under the permission of the Agency or other road authority, whether that permission is expressed or implied, and whether written or oral.

14. Agency certifies, at the time this agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this agreement within Agency's current appropriation or limitation of the current budget. Agency further agrees that they will only submit invoices to ODOT for reimbursement on work that has been performed and paid for by Agency.

15. Agency shall, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, indemnify, defend, save, and hold harmless the State of Oregon, Oregon Transportation Commission and its members, and the Oregon Department of Transportation and its officers and employees, from all claims, suits or actions of any nature arising out of activities of Agency, its consultant, its contractor, its officers, subcontractors, agents, or employees under this agreement.

16. Agency's Project Liaison for this agreement is Dan Brown, Multnomah County Transportation Division, 1600 SE 190th Ave, Portland Oregon 97233-5910. Phone (503) 988-5050 ex. 29633. Agency's Project Liaison is granted the authority to enter into and execute formal amendments to this agreement when revisions to the Project schedule are deemed necessary by the project review team.

17. Agency shall place signs that identify Project as "*Another Project Funded by 2001 Oregon Transportation Investment Act*" (ODOT approved design). Agency may affix additional signage that identifies local funds used for the Project.

18. Agency agrees that it will call attention to the Project and help make it visible to the public.

19. Agency agrees to provide progress information and photographs in a suitable format for posting on the OTIA web site maintained by ODOT and to provide appropriate links from Agency's web sites to the OTIA web site.

20. Agency agrees to comply with the conditions for Project approval adopted by the Oregon Transportation Commission, as set out in Exhibit "A", Special Conditions, which is attached and made part of this Agreement.

ODOT OBLIGATIONS

1.

- a. ODOT shall reimburse Agency 100 % of eligible, actual costs incurred up to the maximum amount of OTIA funds committed for the Project specified in Terms of Agreement, Paragraph 3, provided that Agency is meeting the Project milestones set out in Agency Obligations, Paragraph 4. a. Under no conditions shall ODOT's total obligation exceed \$806,723, including all expenses.
- b. In the event that Agency has not met a Project milestone, ODOT shall change its rate of reimbursement to Agency to be one-half of the rate specified in Paragraph 1.a. until such time as Project is back on schedule.
- c. When the Project is back on schedule, according to the milestones set out in Agency Obligations 4.a., including a revised schedule adopted by formal amendment per Agency Obligations 4.d., ODOT shall pay Agency any funds withheld by ODOT under the provisions of Paragraph 1.b. of ODOT's Obligations.
- d. ODOT agrees to comply with the provisions of ORS 293.462 with regard to timely payment.

2. ODOT certifies, at the time this agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this agreement within ODOT's current appropriation or limitation of current biennial budget.

3. ODOT's Project Liaison for this agreement is Sandy Van Bommel, 123 NW Flanders, Portland Or. 97209 (503-731-8504). ODOT's Liaison shall:

- a. Receive any notices provided by Agency under this agreement.
- b. Review and process for payment all eligible, actual Project costs incurred within 30 days of the date of receipt of Agency's invoices by ODOT.
- c. Advise Agency at Agency's request on matters affecting the Project.
- d. ODOT's Project Liaison is granted the authority to enter into and execute formal amendments to this agreement when revisions to the Project schedule are deemed necessary by the project review team.

4. ODOT shall review the documentation provided by Agency to ensure that the Project undertaken by Agency is the Project approved by the Oregon Transportation Commission at its January 16, 2002 meeting.

5. ODOT shall not be required to approve Agency's selection of contractors, right-of-way purchase, or engineering design documents, except as the Project design affects the state highway system or as required by the conditions of approval adopted by the Oregon Transportation Commission.

6. ODOT shall maintain a web site for the 2001 OTIA Program listing Project status and accomplishment information for Agency's Project.

GENERAL PROVISIONS

1. This agreement may be terminated by mutual consent of both parties.

2. ODOT may terminate this agreement effective upon delivery of written notice to Agency, or at such later date as may be established by ODOT, under any of the following conditions:

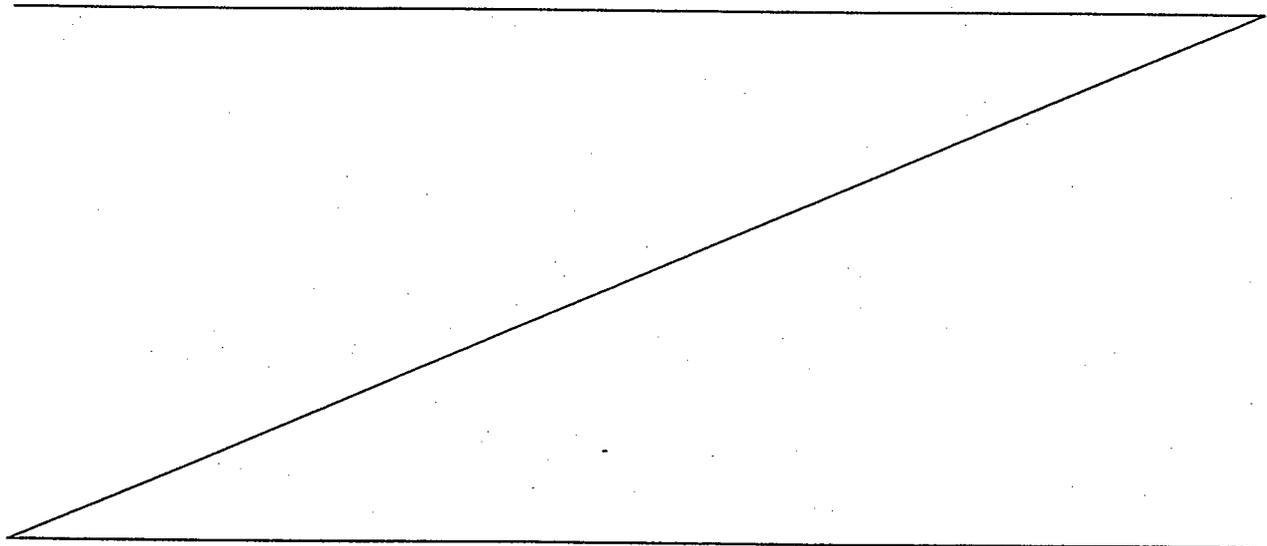
- a. If Agency fails to provide services called for by this agreement within the time specified herein or any extension thereof.
- b. If Agency fails to perform any of the other provisions of this agreement or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from ODOT fails to correct such failures within 10 days or such longer period as ODOT may authorize.
- c. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in the agreement.
- d. If Federal or State laws, regulations or guidelines are modified or interpreted in such a way that either the work under this agreement is prohibited or if ODOT is prohibited from paying for such work from the planned funding source.

If ODOT terminates this agreement for the reasons described in General Provisions, Paragraph 2. "a." or "b." above, Agency must reimburse ODOT for all Oregon Transportation Investment Act funds expended. If Agency fails to reimburse ODOT, ODOT may withhold Agency's proportional share of State Highway Fund distribution necessary to reimburse ODOT for costs incurred by such Agency breach.

Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

3. Agency acknowledges and agrees that ODOT, the Secretary of State's Office of the State of Oregon, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific agreement for the purpose of making audit, examination, excerpts, and transcripts during the course of the Project and for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by ODOT.

4. This agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. 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. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this agreement shall not constitute a waiver by that party of that or any other provision.



IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

The Oregon Transportation Commission approved this Project on January 16, 2002.

The Oregon Transportation Commission on January 16, 2002, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations when the work is related to a project included in the Statewide Transportation Improvement Program or a line item in the biennial budget approved by the Commission.

The Director on January 31, 2002, approved Subdelegation Order No. 2, which grants authority to the Deputy Director for the Oregon Transportation Investment Act to approve and execute agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program, in the Oregon Transportation Investment Act project list, or in the approved biennial budget.

APPROVAL RECOMMENDED

STATE OF OREGON, by and through
Its Department of Transportation

By Kay Van Aartsel
Region 1 Manager

By _____
Deputy Director for Oregon Transportation
Investment Act

Date 9-25-02

Date _____

APPROVED AS TO LEGAL
SUFFICIENCY

MULTNOMAH COUNTY, By and through
its Elected Officials

By _____
Assistant Attorney General

By Quinn M. J.
Chair

Date _____

Date 11-14-02

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-5 DATE 11-14-02
DEB BOGSTAD, BOARD CLERK

APPROVED AS TO LEGAL
SUFFICIENCY

RETURN AGREEMENT TO AGENCY:

By Matthew O. Ryan
Agency Attorney

Contact: Dan Brown

Date 10/16/02

Address: C/O Multnomah Co. Trans. Div.
1600 SE 190th Ave.
Portland, OR 97233

EXHIBIT A
PROJECT DESCRIPTION
MULTNOMAH COUNTY TRANSPORTATION DIVISION
CORBETT HILL ROAD VIADUCT

The Corbett Hill Road Viaduct is a load limited structure that restricts commercial access to and from the community of Corbett. Cracking is evident in both the deck and beams. More stringent weight limits or even complete closure is likely if the structure is not replaced. Corbett Hill Road is one of only two routes to and from the community of Corbett. Closure of the Corbett Hill road to freight traffic would require trucks to access I-84 via either the Stark Street Bridge (which is weight limited), or through a clearance limited under-crossing at Jordan Interchange.

This Project will replace the structure with either a new viaduct or a retaining wall.

Project Cost Estimate			Project Financing		
Preliminary engineering & design	\$	350,000	Agency Contribution	\$240,000	23%
Right-of-way purchase	\$	0	OTIA	\$806,723	77%
Construction	\$	696,723			
Total	\$	1,046,723	Total	\$1,046,723	100%

SPECIAL CONDITIONS

The Oregon Transportation Commission approved Projects for funding under OTIA subject to certain conditions:

No Conditions of Approval are required on this Project.

EXHIBIT B
Project Location Map

MULTNOMAH COUNTY TRANSPORTATION DIVISION
CORBETT HILL ROAD VIADUCT

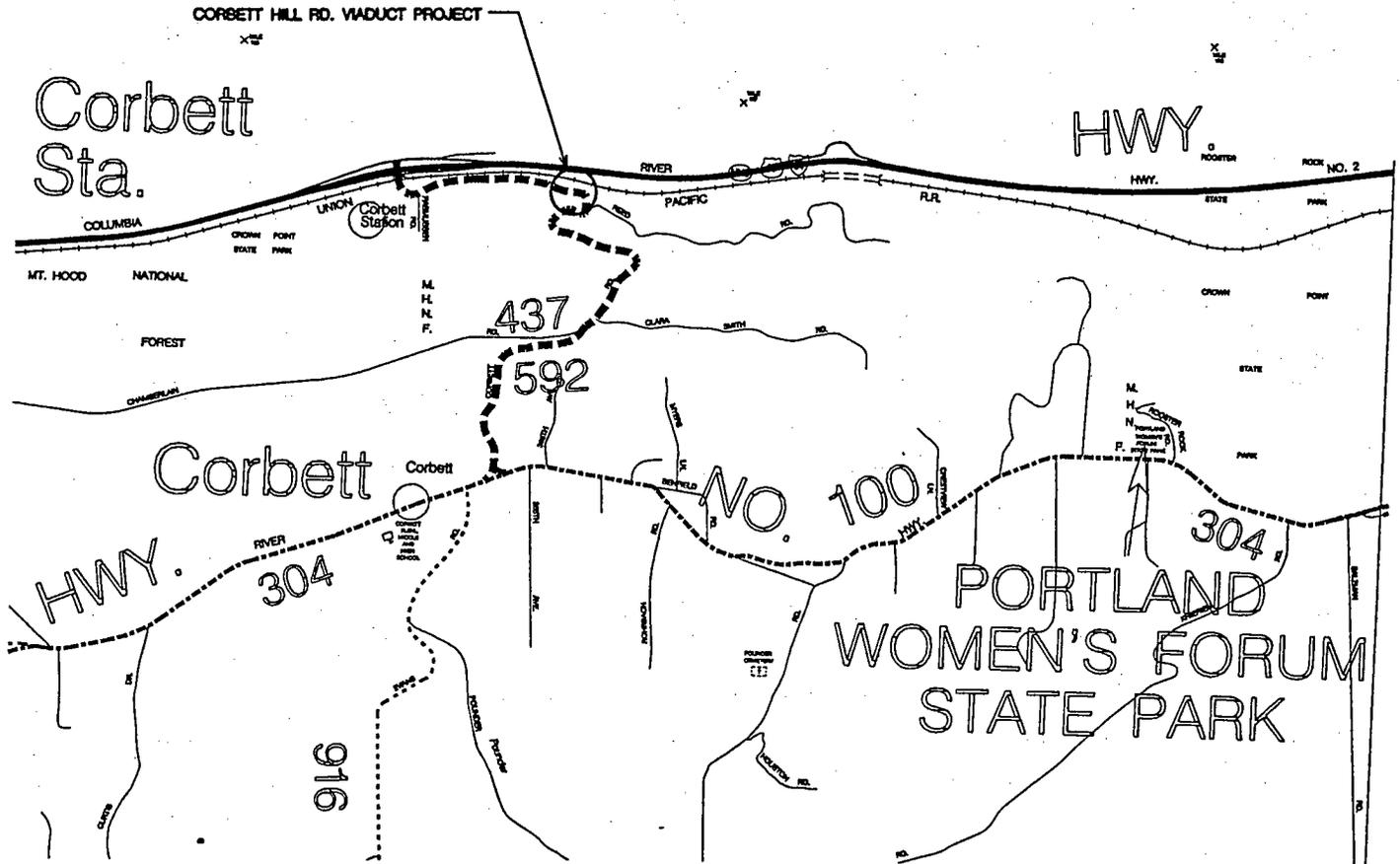


EXHIBIT C
Oregon Transportation Investment Act (OTIA)
Progress Billing
(form)

Agency: Multnomah County Transportation Division
 Project: Corbett Hill Road Viaduct
 Agreement No.: 19,473
 Billing Period: _____ to _____

	Costs Incurred This Period	Costs Billed Previously	Total Cost To Date	Participation Rate	Total Amount Claimed	Prior Total Claimed	Amount Claimed This Period	Percent Complete This Phase
Planning								
Engineering Design								
Right of Way								
Construction								
Total								

Submission of this request certifies that, in accordance with the laws of the State of Oregon and under the conditions of approval for the project identified above, actual costs claimed have been incurred and are eligible pursuant to the Intergovernmental Agreement between Agency and the Oregon Department of Transportation. Also, no other claims have been presented to, or payment made by, the State of Oregon for those costs claimed for reimbursement.

 Agency Project Liaison

 Date

(for ODOT use)

I have reviewed the above project and related costs and, in my opinion, subject to audit, the costs reflect the progress to date and are eligible for reimbursement in the amount of \$ _____.

 ODOT Project Liaison

 Date

AGENDA PLACEMENT REQUEST

Board Clerk Use Only:
Meeting Date: November 14, 2002

Bud Mod #: _____ Agenda Item #: R-6
Estimated Start Time: 9:40 AM
Date Submitted: 10/21/02

Requested Date: November 14, 2002 Amount of Time Requested: 5 mins
Department: DBCS Division: Facilities
Contact/s: Jennifer De Gregorio
Phone: 503 988-4349 Ext.: 84349 I/O Address: 274/FM
Presenters: Jennifer De Gregorio

Agenda Title:

Request to Approve Renewal of Lease of Space at 2900 SE 122nd for Mid-County Aging Services Office

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

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

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

County Department of Human Services, Aging Services Division, is requesting a 3 year renewal of the existing lease in order to continue to deliver services to Mid-County clients.

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

Mid-County Aging Services has been located in this building leased from David Douglas School District since 1993, and still has the need and budget to continue its occupancy. The terms are favorable at \$6.30 per square foot for space on the main floor, and \$2.10 per square foot for the lower level space.

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

This lease is a continuing lease and reflects what has been budgeted to house the ongoing activities of the ADS Mid-County District Office which provides

services for eligible elders and persons with disabilities. Funds used are all federal Medicaid (Title XIX).

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

If a budget modification, explain:

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

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

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

If grant application/notice of intent, explain:

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

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

We are not aware of any legal or policy issues resulting from this transaction.

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

None known.

Required Sign Off (NOTE: electronic check indicates approval)

Department/Agency Director M. Cecilia Johnson (type name of approver)

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

MULTNOMAH COUNTY REAL PROPERTY LEASE DESCRIPTION FORM

Revenue Expense County Owned Renewal Taxpayer ID:

LEASE TO COUNTY

Property Management Contact: Jennifer De Gregorio Phone: 988-4349
Date: 9/23/2002
Division Requesting Lease: Facilities & Property Management for Health Department
Contact: Tim Donohue Phone: 988- 5140 x22782

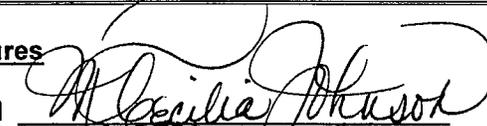
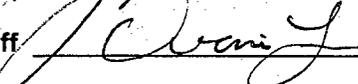
Lessor: David Douglas School District #40
Address: 1500 SE 130th Portland OR 97233-1799
Phone: 503-252-2900
Lessee: Multnomah County
Address: 401 N. Dixon Street Portland OR 97227
Phone: 503-988-3322

Address of lease and purpose:
2900 SE 122nd Ave. Portland OR 97236
Mid-County Aging Services Offices

Effective Date: July 1, 2002 Expiration: June 30, 2005

Total Amount of Agreement : \$404,697.00 rental for 3 years, plus O&M costs
approximately \$36,000 over 3 years
Payment Terms: \$Payments due each Jan 1 and July 1 (approx.\$65,000
each payment) plus actual O&M as billed in arrears

monthly
Business Area Cost Center Project Number
3505 902575 B303

<u>Required Signatures</u>	<u>Date:</u>
Department Head 	10/18/02
County Counsel 	10/18/02
Property Management 	10/18/02
County Executive/Sheriff 	11.14.02

Contract Number: 4600001173

Rev. 8-00 DEST: Originator; Accounts Payable; Contract Admin; FM Admin,

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-6 DATE 11.14.02
DEB BOGSTAD, BOARD CLERK

34 **2. Signing and Term of Contract.** The commencement of the Lease shall be July 1,
35 2002 and run for a period of five years, ending June 30, 2005, with two consecutive options
36 to renew for one additional year each.

37
38 **3. Rent.** Rent shall be \$128,373 in the first year of the lease based on the following
39 schedule:

	<u>Square feet leased</u>	<u>Cost per square foot</u>	<u>Total</u>
41 Main Floor	19,760	\$6.30	\$124,488
42 Basement	<u>1,850</u>	<u>\$2.10</u>	<u>3,885</u>
43 Total	21,610	\$5.94	\$128,373

44
45
46 Payments are due on July 1 and January 1 of each year for the duration of this contract. The
47 rent shall be paid in equal semi annual installments of \$64,186.50. Rent shall increase at a
48 rate of 5% per year as follows:

49 Year 1	\$128,373
50 Year 2	\$134,792
51 Year 3	\$141,532
52 Year 4	\$148,609 (if applicable)
53 Year 5	\$156,039 (if applicable)

54
55 The rent payment is payable to David Douglas School District No. 40 at the District Office
56 located at 1500 SE 130th Avenue, Portland, Oregon 97233.

57
58 **4. Option to Renew.** This lease may be renewed for an additional two years by mutual
59 agreement of Lessor and Tenant, as provided for under **Paragraph 2. Signing and Term of**
60 **Contract.** The renewal will be for the same conditions as stated herein. To renew for the
61 first option period, Lessee and Lessor must give written notice not less than three (3) months
62 prior (March 31, 2005) to the original expiration date of June 30, 2005, and for the second
63 option period, March 31, 2006.

64
65 **5. Condition of Premises.** See *Exhibits B and C* for details.

66
67 **6. Use.** Lessee shall use the Premises for the purpose of operation Multnomah County
68 programs and for no other purposes whatsoever without Lessor's written consent. Lessee

1 shall not conduct or allow any uses of the premises, which would cause loss of property tax
2 exemption without the permission of Lessor. If the property becomes subject to property tax
3 as a result of this lease, under ORS 307.166 or any successor law, Lessee shall pay that tax as
4 additional rent.

5
6 **7. Improper Use.** Lessee shall not make any unlawful, improper or offensive use of the
7 premises, or cause any strip or waste of the premises, or permit any objectionable noise or
8 odor to escape or to be emitted from the premises, or do anything or permit anything to be
9 done upon or about the premises in any way tending to create a nuisance.

10
11 **8. Compliance with Law.** Lessee shall comply at Lessee's own expense with all laws
12 and regulations of any municipal, county, state, federal or other public authority respecting
13 the use of the Premises.

14
15 **9. Insurance; Indemnity.**

16
17 **9.1 Liability for Injury** Lessee is a public body and liable for the torts of its
18 employee and agents pursuant to the Oregon Tort Claims Act. Lessee further
19 agrees to indemnify and hold Lessor harmless from any and all claims by or on
20 behalf of any person, firm or corporation arising from the occupancy, business
21 activity, work or use of the Premises. Any covenant in this Lease by Lessee to
22 defend, indemnify or hold harmless the Lessor shall be subject to the
23 provisions of the Oregon Tort Claims Act, and within the financial liability
24 limits of ORS 30.270.

25 **9.2 Property Damage Insurance** Lessor shall obtain and keep in force during
26 the term of the Lease, at Lessee's sole expense, a policy or policies of
27 insurance covering loss or damage to the Premises (excluding the warehouse)
28 to the extent of 100% replacement costs, and providing protection against all
29 perils included within the classification of Fire, Extended Coverage,
30 Vandalism and Malicious Mischief and Special Form Coverages (*excluding*
31 *Earthquake and Flood*) but not plate glass coverage insurance. Such policy or
32 policies shall designate Lessor, its officers and agents as additional insureds,
33 and Lessee shall provide Lessor with certificates of insurance.

104 **10. Utilities/Maintenance** Lessor shall be responsible for payment of all utilities used in
105 the operation of Lessee's county programs. Lessee shall provide at its expense custodial
106 service and interior maintenance for the leased premises. Costs of utilities and services that
107 are uniformly provided to the leased premises and other areas of the building will be prorated
108 on the ratio of 21,610 square feet to the total area served. The Lessor agrees to pay the
109 expenses of any one repair in excess of \$1,000. A repair costing under \$1,000 will be
110 considered normal maintenance, and will be paid by the Lessee as outlined in *Section 10.1*.
111 In the event of significant structural repair or if large piece of equipment such as the boiler or
112 a heat pump goes out entirely, the Lessor will make necessary repairs at its expense.
113 However, if such repairs exceed \$100,000 Lessor will be given option of terminating lease
114 with at least 180 days notice to Lessee. Before exercising the option to terminate the lease if
115 such repairs are required, Lessor shall give Lessee the option to share in the cost of the
116 repairs as mutually agreed by both Lessor and Lessee. In the event damages are caused to the
117 Premises by the negligent acts of the Lessee, Lessee agrees to pay for said damages. Lessor
118 shall, at its expense, provide exterior maintenance for the building at 2900 SE 122nd Avenue
119 and for the grounds adjacent to the building.

120
121 **10.1 Full Service Contract.** The Lessee agrees to pay, in addition to the rent, an
122 amount established for utilities and maintenance based on an amount per
123 square foot. This amount will be determined based on actual operational
124 costs. The Lessee will pay these full service contract costs monthly in arrears
125 to the Lessor. The Lessor agrees to maintain records and make those records
126 available to the Lessee upon request within Lessor's normal business hours.
127 *(See Exhibit D)*

128
129 **11. Assignment.** Lessee shall not assign or transfer this Lease, or any interest herein, or
130 sublease any portion of the Premises without prior written consent of Lessor. Lessor's
131 consent shall not be unreasonably withheld. This Lease is personal to Lessee.

132
133 **12. Peaceful Existence.** Lessee shall have the right to quietly and peaceably enjoy the
134 Premises without any disturbance from Lessor.

135
136 **13. Security** Lessor will provide electronic security for the premises and parking areas at
137 a level equal to or greater than the security system in place on June 30, 2002.

138

139 **14. Improvements to Building** All improvements upon the premises, whether done by
140 the Lessor or Lessee, shall become a part of the building as soon as installed and be the
141 property of the Lessor. Any situations contrary to this clause must have prior written
142 approval by the Lessor.

143
144 **15. Improvements to Building (Conditions)** Lessee may make additional improvements
145 to the Premises, at Lessee's expense, subject to the following conditions.

- 146
147 a. All plans for remodeling costing more than \$2,000 shall be approved in
148 writing by Lessor, in advance, and
149 b. All construction shall be in accordance with applicable building codes and
150 performed in a good and workmanlike manner.
151 c. All building permit costs will be at the expense of the Lessee.

152
153 **16. Reasonable Access by Lessor** Lessor or its agents shall have the right to enter upon
154 the Premises for the purpose of examining the condition thereof, or for any other lawful
155 purpose, provided that the entry is done in a peaceable manner and at a reasonable time.

156
157 **17. Destruction of Building** In the event of the destruction of the Premises by fire or
158 other casualty,

- 159
160 a. If the damage equals 50% or more of the value of the Premises, Lessor may, at
161 its election, repair the Premises. Lessor must give Lessee written notice of its
162 election to repair within thirty (30) days of the occurrence causing the damage.
163 If Lessor fails to properly give the notice, Lessor shall be conclusively deemed
164 to have elected not to repair. If Lessor elects not to repair the Premises, this
165 Lease shall terminate as of the date of the occurrence causing the damage;
166 b. If the damage equals less than 50% of the value of the Premises, or if it is
167 more and Lessor elects to repair, Lessor shall repair the Premises with all
168 reasonable diligence. Lessor shall have the right to take possession of and
169 occupy, to the exclusion of the Lessee, all or any part of the Premises
170 reasonably required in order to make the necessary repairs, and Lessee agrees
171 to vacate those portions upon reasonable advance notice. For the period of
172 time between the date of the damage and the date the repairs are completed,
173 there shall be a reasonable abatement of rent for the interference with Lessee's

174 occupancy and operation of its program. Lessee shall not be entitled to any
175 other reimbursement.

176

177 **18. Condemnation** If the Premises or any portion thereof is taken under the power of
178 eminent domain, or sold by Landlord under the threat of the exercise of said power (all of
179 which are herein referred to as "condemnation"), this Lease shall terminate as to the part so
180 taken as of the date the condemning authority takes title or possession of the Premises or the
181 portion thereof, which ever first occurs. Upon receipt of the condemnor's notice of intention
182 to take by either party, each shall immediately give written notice of such receipt to the other
183 party. If more than fifteen percent (15%) of the building is taken by condemnation, or the
184 effect of condemnation is to render the Premises untenable for Lessee's uses, Lessee may
185 terminate this Lease at any time following the date the condemnor gives notice of its
186 intention to take by notice in writing of such election within twenty (20) days after Lessor
187 shall have notified Lessee of the taking or, in the absence of such notice, then within twenty
188 (20) days after the condemning authority shall have taken possession. If more than fifteen
189 percent (15%) of the building is taken by condemnation, Lessor may terminate this Lease at
190 any time following the date the condemnor gives notice of its intention to take by notice in
191 writing of such election within thirty (30) days after Lessor shall have notified Lessee of the
192 taking. If less than ten percent (10%) of the parking spaces are taken by condemnation,
193 Lessor will, to its best ability, provide additional on-site parking area to compensate for the
194 loss of parking by condemnation. If more than ten percent (10%) of the parking spaces are
195 taken by condemnation, Lessee may terminate this Lease as provided above, if substitute on-
196 site parking is not available.

197

198 If this Lease is not terminated by either Lessor or Lessee then it shall remain in full force and
199 effect as to the portion of the Premises remaining, provided the rent shall be reduced in
200 proportion to the floor area of the building taken as bears to the total floor area of the
201 building. In the event this Lease is not so terminated then Lessor agrees, at Lessor's sole cost,
202 to, as soon as reasonably possible, restore the Premises to a complete unit of like quality,
203 character and utility for Lessee's purposes as existed prior to condemnation. All awards for
204 the taking of any part of the Premises or any payment made under the threat of the exercise of
205 power of eminent domain shall be the property of Lessor whether made as compensation for
206 diminution of value of the leasehold or for the taking of the fee or as severance damages.

207

208 19. **Non-Appropriation Clause** Notwithstanding any other provision of this Lease, this
209 Lease shall terminate in the event Multnomah County or their contractor shall fail as of July
210 1st of any fiscal year to appropriate sufficient funds for rent and/or supplemental rent
211 payments to come due during the fiscal year and Lessee shall have insufficient funds to
212 comply with this Lease. Lessee shall notify Lessor promptly if funds for this Lease are not
213 included in the County budget, or are not approved. Lessee agrees to use its best efforts to
214 assure that rental payments and supplemental rent payments due under the terms of the Lease
215 are appropriated for each year of the Lease term and any extension thereof. This section
216 applies to termination based on non-appropriation of funds only. This clause will be
217 exercised only in good faith.

218

219 20. **Expiration.** At the expiration of the term of this Lease, or upon any sooner proper
220 termination, Lessee will quit and deliver up the Premises to the Lessor, or its assignees,
221 peaceably, quietly and in as good order and condition, reasonable use and wear and damage
222 by fire and the elements excepted, as the same are now in or hereafter may be put in by
223 Lessor.

224

225 21. **Events of Default.** The following events shall be deemed to be events of default by
226 Lessee under this Lease:

227

228 a. Lessee shall fail to pay any installment of the rent herein reserved when due or
229 any other payment or reimbursement to Lessor required herein when due, and
230 such failure shall continue for a period of thirty (30) days from the date such
231 payment was due.

232 b. Lessee shall fail to comply with any term, provision or covenant of this lease
233 (other than the foregoing in this Section 21a), and shall not cure such failure
234 within thirty (30) days after written notice thereof to Lessee.

235

236 22. **Remedies.** Upon the occurrence of any such events of default described in Section 21
237 hereof, Lessor shall have the option to pursue any one or more of the following remedies
238 without any notice or demand whatsoever:

239

240 a. Lessor may accelerate all rent payments due hereunder, which shall then
241 become immediately due and payable.

242 b. Terminate this Lease, in which event Lessee shall immediately surrender the
243 Premises to Lessor, and if Lessee fails so to do, Lessor may, without prejudice
244 to any other remedy which it may have for possession or arrearages in rent,
245 enter upon and take possession of the Premises and expel or remove Lessee
246 and any other person who may be occupying such Premises or any part
247 thereof.

248 c. Enter upon and take possession of the Premises as set out in Section 22b
249 above, and relet the Premises for such terms ending before, on or after the
250 expiration date of the Lease term, at such rentals and upon such other
251 conditions (including concessions and prior occupancy periods) as Lessor in
252 its sole discretion may determine, and receive the rent therefor; and Lessee
253 agrees to pay to the Lessor on demand any deficiency that may arise by reason
254 of such reletting. Lessor shall make a good faith effort to relet the Premises
255 but is under no obligation to do so. In the event Lessor is successful in
256 reletting the Premises at a rental in excess of that agreed to be paid by Lessee
257 pursuant to the terms of the Lease, Lessor and Lessee each mutually agree that
258 Lessee shall not be entitled, under any circumstances, to such excess rental,
259 and Lessee does hereby specifically waive any claim to such excess rental.

260
261 **23. Attorney's Fees.** In the event either party brings any suit or action against the other
262 to enforce any of the terms of this Lease, the prevailing party shall, in addition to all other
263 relief, be entitled to an award of a reasonable attorney's fee, as determined by the Court. In
264 the event an appeal is taken, the prevailing party on appeal shall be entitled to an additional
265 award of a reasonable attorney's fee for the appeal as determined by the appellate court.

266
267 **24. Exemption from Taxation.** Lessee is a non-profit organization and is eligible for
268 real property tax exemption as provided by ORS 307.112, and will apply for said exemption.
269 The rent payable by Lessee under terms of the lease agreement has been established to reflect
270 the savings resulting from the exemption from taxation.

271
272 **25. Notices.** Each provision of this instrument or of any applicable governmental laws,
273 ordinances, regulations and other requirements with reference to the sending, mailing or
274 delivery of any notice or the making of any payment by Lessor to Lessee or with reference to
275 the sending, mailing or delivery of any notice or the making of any payment by Lessee to
276 Lessor shall be deemed to be complied with when and if the following step is taken:

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a. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States Mail, postage prepaid, addressed to the parties hereto at the respective addresses set out below, or at such other address as they have theretofore specified by written notice delivered in accordance herewith:

Lessor:
Courtney Wilton
Director of Administrative
Services – David Douglas
School District No. 40
1500 SE 130th Avenue
Portland, OR 97233
(503) 252-2900

Lessee:
Jennifer DeGregorio
Property Management Specialist
Multnomah County
401 N. Dixon Street
Portland, OR 97227-1865
(503) 988-5643 x-2877

NOW, THEREFORE, the undersigned representatives acting with authority and on behalf of the respective parties execute this lease.

SCHOOL DISTRICT NO. 40,
LESSOR

MULTNOMAH COUNTY,
LESSEE

Barbara K. Rommel
Superintendent

Chris W. J.
Multnomah County Chair

9/13/02
Date

11.14.02
Date

Approved as to form:

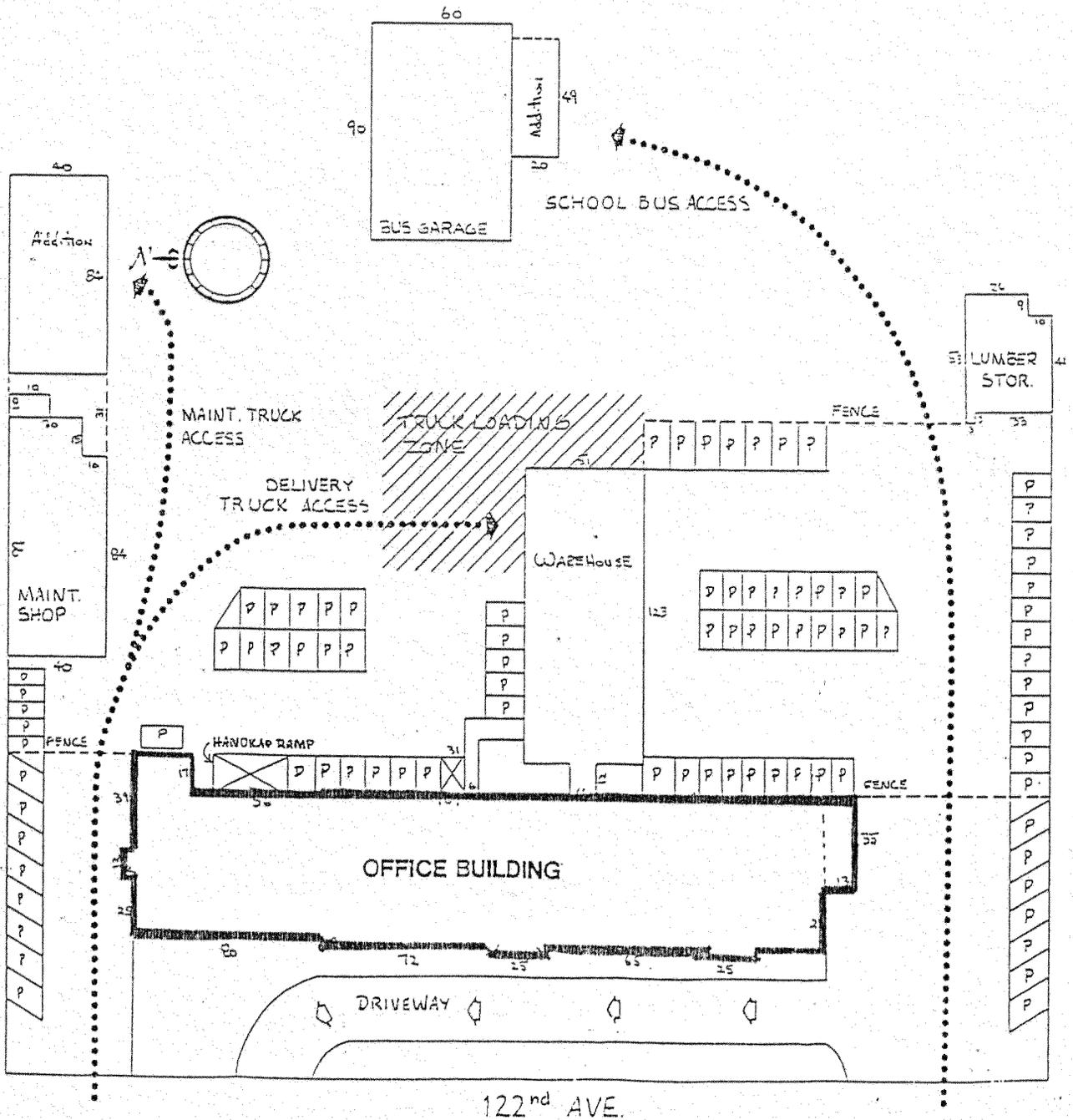
County Attorney for
Multnomah County, Oregon

By [Signature]
Assistant County Attorney

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-6 DATE 11.14.02
DEB BOGSTAD, BOARD CLERK

David Douglas School District #40
2900 SE 122nd Lease
With Multnomah County Government

Exhibit A



**David Douglas School District #40
2900 SE 122nd Lease
With Multnomah County, Oregon
July 1, 2002 - June 30, 2005**

***Exhibit B*
Condition of Premises**

The Lessor agrees to provide / install:

1. New hallway lighting
2. Seismic upgrade of chimney
3. Replace all stained ceiling tile

The items mentioned above will be at the expense of the Lessor.

Lessor also agrees to allow lessee to replace carpet. This item is at lessee's expense.

**David Douglas School District #40
2900 SE 122nd Lease
With Multnomah County
July 1, 2002 - June 30, 2005**

**Exhibit C
Custodial vs. Maintenance Responsibilities**

This document is provided for the use of Building Liaisons and Facility Coordinators.

Custodial Duties:

Clean internal areas of facilities such as offices, halls rest rooms, and lunch rooms; strip and wax floors' clean carpets; respond to special requests for custodial services from staff; set up, take down and move furniture, shelving and partitions; sweep walks and pick up debris on grounds; perform minor maintenance as described below; operate heat plant

Minor Maintenance:

Replace light bulbs; replace light lenses; replace damaged ceiling tile; replace faucet washers; unclog drains and toilets (plunger and toilet auger); tighten/replace loose door and other hardware; keep roof drains clean; respond to tripped breakers and investigate overloaded circuits; minor patching and painting; identify items beyond scope of custodial staff (i.e. major maintenance) to be completed by school district maintenance staff

Major Maintenance:

Major maintenance will be the responsibility of the school district.

Certain custodial and minor maintenance responsibilities may if mutually agreed upon be performed by DDSD as outlined below. These duties will be billed back based on actual cost.

Custodial

Item	Request	Decision
Set up, take down and moving furniture	Facilities	MC Facilities
Shelving and partitions	Facilities	MC Facilities
Cleaning light lenses	PHC	PHC
Cigarette containers	PHC or DDSD	PHC: Front, South, Southeast exits DDSD: North, Northeast exits
Sweep walks	DDSD	PHC: Front, South, Southeast exits DDSD: North, Northeast exits
Pick up debris on grounds	DDSD	DDSD
Operate heat plant	DDSD	DDSD

Minor Maintenance

Item	Request	Decision
Replacing light bulbs	PHC	PHC DDSD: Ballast work

Replacing light lenses	DDSD	DDSD: Replace now (August) DDSD supply lenses PHC: Maintain/replace as needed
Replacing damaged ceiling tiles	DDSD	DDSD
Replacing faucet washers		DDSD
Unclog drains and toilets (plunger and auger)		DDSD: Unclog drains/toilets PHC: Urgent clean-up
Tighten/replace loose door/hardware		DDSD
Keep roof drains clean	DDSD	DDSD
Respond to tripped breakers/investigate overloaded circuits		DDSD MC Safety Committee
Minor patching and painting	Facilities	MC Facilities

Other-Non billable

Item	Request	Decision
Keys		DDSD
Locks		DDSD
Security Alarms		DDSD
Elevator		DDSD
Fire Extinguishers		DDSD
Fire Alarm		DDSD

**David Douglas School District
2900 SE 122nd Avenue Lease
Multnomah County
Full Service Contract
Exhibit D**

Building Square Footage Allocation

David Douglas	3,019	8.5%
Multnomah County	21,610	60.4%
Human Solutions	11,142	31.1%
	<u>35,771</u>	100.00%

Estimated Costs:	Total	Multnomah County	Human Solutions	David Douglas
Electricity	24,000	14,496	7,464	2,040
Natural Gas	10,000	6,040	3,110	850
Water / Sewer	15,000	9,060	4,665	1,275
Garbage	4,000	2,416	1,244	340
Supplies / Materials	2,000	1,208	622	170
Custodial Supplies	2,000	1,208	622	170
Replacement Equipment	1,000	604	311	85
Insurance	2,000	1,208	622	170
Management Fee	6,000	3,624	1,866	510
	<u>66,000</u>	<u>39,864</u>	<u>20,526</u>	<u>5,610</u>

Cost Recap:

Utilities	\$ 53,000	\$ 1.48
Supplies / Other	\$ 5,000	\$ 0.14
Insurance	\$ 2,000	\$ 0.06
Management Fee	\$ 6,000	\$ 0.17
	<u>\$ 66,000</u>	<u>\$ 1.85</u>

AGENDA PLACEMENT REQUEST

Board Clerk Use Only:
Meeting Date: November 14, 2002

Bud Mod #:

Agenda Item #: R-7

Estimated Start Time: 9:45 AM

Date Submitted: 10/21/02

Requested Date: November 14, 2002

Time Requested: 45 minutes

Department: County Human Services

Division:

Contact/s: Daphne Teals or Roy Soards

Phone: 503-988-3620

Ext.: 28655 or 83031

I/O Address: 166/7

Presenters: John Ball, Lillian Shirley, and Doug Butler

Agenda Title:

Gateway Children's Center—Children's Receiving Center Funding Update

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

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

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

We request that the board allocate funding and complete service contracts to operate the Children's Receiving Center (CRC).

The Department of County Human Services recommends opening the CRC on December 1, 2002, and operating the Center as a residential facility for abused and neglected children for seven months.

The department also recommends aggressively pursuing opportunities to full lease the Services Building. As well as completing Phase 2 of the construction project by September 2003.

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

Please see attached documentation.

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

Please see attached documentation.

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

If a budget modification, explain:

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

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

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

If grant application/notice of intent, explain:

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

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

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

Required Approvals (typed names indicate approval)

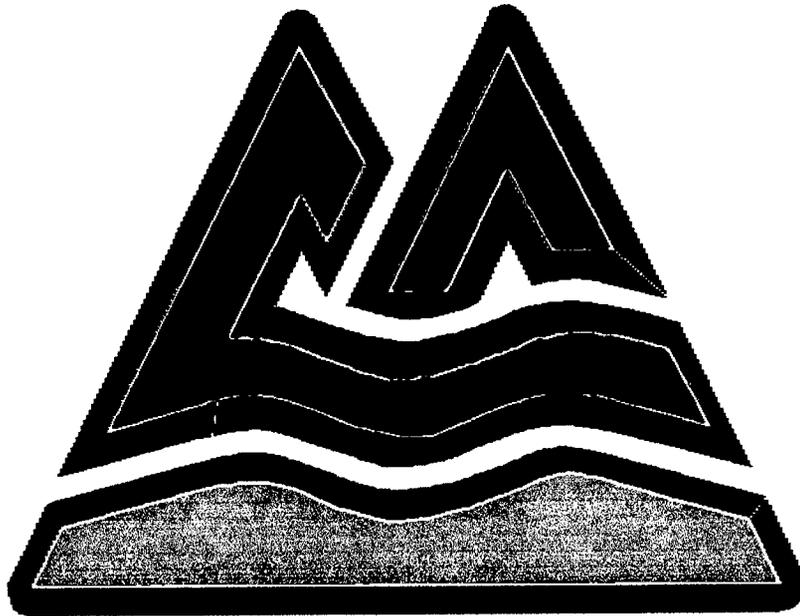
Department/Agency Director (type name of approver): John Ball, Interim Director
Multnomah County Human Services

Agenda Review Team

By: (type name of approver):

Date:

Gateway Children's Center



**Presentation to the Board of County Commissioners
November 14, 2002**

Presented By:

John Ball, Interim Director, Multnomah County Human Services

Doug Butler, Director, Multnomah County Facilities & Property Mgmt

Lillian Shirley, Director, Multnomah County Health Department

Table of Contents

Background

- Campus Photos
- Project History
- Lease Information

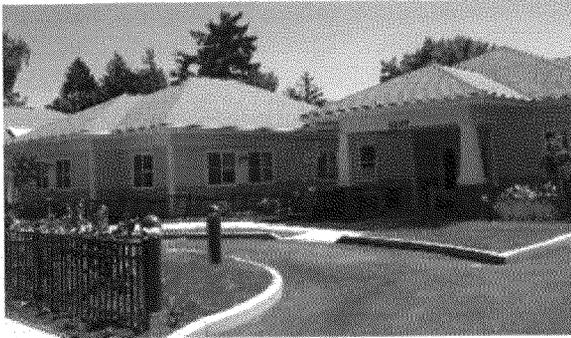
Budget

- Proposed Funding for Gateway Children's Center
- Services Building
- Multi-Disciplinary Team Building
- Children's Receiving Center

Thank you to employees who contributed to this report:

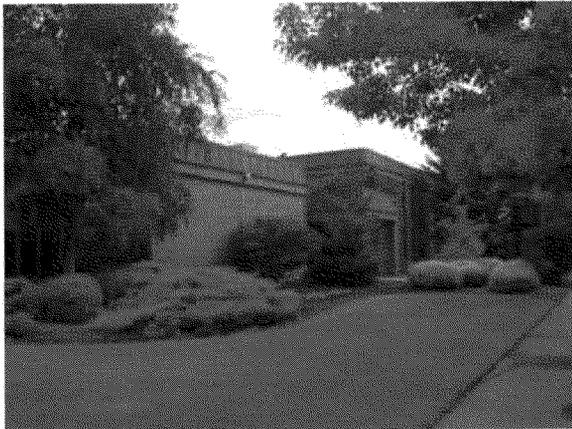
- Multnomah County Facilities and Property Management
- Multnomah County Health Department
- Multnomah County Human Services

The Gateway Children's Center Campus has three buildings conveniently located off the light rail at 102nd and Burnside.



Children's Receiving Center

Also known as the "CRC" or "Shelter" or Building #451



Multi-Disciplinary Team Building

Also known as MDT or Building #439

The remodel is part of Phase 2 of the campus project.

Future tenants include:

State's Child Abuse Hotline

Police's Multi-Disciplinary Team

Multnomah County District Attorney



Services Building

Also referred to as Building #448

This building is open and in use by:

Multnomah County Health Dept.

Morrison Center Child and Family Services

Project History

In May 1996, Multnomah County voters approved a Public Safety Bond, \$4M was designated for the Gateway Children's Center. Since that time, a two-phase remodel/construction project began. The design team had the goal of creating a place where children, who had been removed from their home for reasons of abuse or neglect, could be taken for immediate care and comprehensive assessment.

Project Partners include:

- City of Portland
- Multnomah County District Attorney
- Local Law Enforcement
- Multnomah County Department of County Human Services
- Multnomah County Health Department
- Oregon Department of Human Services—Child Welfare
- Christie School
- Morrison Center
- Mt. Hood Community College Head Start

The following is a general chronology of the Gateway Children's Center (GCC) project courtesy of Facilities and Property Management (FM):

January 1999 through December 1999

Summary: Phase 1 begins, Siting Committee selected, C&FS designated manager of CRC programs, commitments to leasing space from State, site search conducted and suitable property identified.

- **September 1999** – BCC passes Res. 99-183 creating CRC Siting Committee
- **October 1999** – FM Real Property Section conducts site search at request of Siting Committee
- **November 1999** – BCC passes Res. 99-225 accepting Siting Committee's recommendation to purchase site at 102nd and E. Burnside, to include the potential co-location of the MDT at the site
- **December 1999** – State of Oregon submits proposal to participate in GCC

January 2000 through December 2000

Summary: Architect selected, commitment from City of Portland to lease, purchase of 102nd and Burnside property, BCC policy to request State funding for program operations, development of site and building plans, FFP identified as potential funding source, operating costs still not clearly identified.

- **January 2000** – Carleton-Hart Architecture selected for site planning and development
- **February 2000** – Letter from Mayor Katz with commitment of City of Portland Police being a tenant at market rate

- **April 2000** – BCC passes Res. 00-052 to purchase site at 102nd and East Burnside for siting of the GCC
- **May 25, 2000** – Purchase of 102nd /Burnside property recorded
- **June 2000 – October 2000**
During this period the Working Group, identified tenants and service providers were involved in ongoing regular discussions and development of the site and its buildings, including development of the “integrated services” approach to the campus programs
- **July 2000** – Potential additional tenants for CRC buildings identified, Lease Cost Analysis submitted to Working Group by FM Planning and Carleton-Hart
**It is reported to the Working Group that rental revenues collected from tenants at the GCC over and above facility operating expenses will be used toward CRC program operating expenses.*
- **August 2000** – Carleton-Hart proposal for space allocation using “integrated services” model, showing tentative square footage for identified tenants.

January 2001 through December 2001

Summary: Letter of commitment from State to provide matching funds, FFP money still an option, Urban Renewal money, Phase I approved By Board, concern about reduction in projected operating funds due to expected tenants not taking space, lease template developed.

- **January 2001** – Urban Renewal money identified as option for additional capital funding of CRC. Project Manager Lee Campbell asks for confirmation for capital funding prior to bidding project
- **February 2001** – County and State working on FFP
- **March 2001** – Letter received from State DHS Bobby Mink to acting Chair Farver reiterating State’s commitment to matching federal Medicaid funds, potential funding in using the County’s FQHC designation, citing recent changes in federal law making health and mental health evaluations for many children eligible for federal funds.
- **April 2001** – BCC passes Res. 01-141 approving \$9,717,935 for the Facilities Management Project Charter, Children’s Receiving Center – Phase I.
- **May 2001** – City of Portland Commissioner Dan Saltzman informs Working Group of his presentation of funding request to PDC for about \$1M
- **June 2001 – September 2001** - Negotiations for transfer of property to PDC in exchange for funds. Approximately \$953,000 is amount of final agreement.
- **July 2001** - City commits funds from PDC at \$1M and from Portland General Fund at \$1M.
- **December 2001** - Possible reduction in operating funds expected due to lower occupancy of buildings than originally anticipated even if leased to tenants already committed.

January 2002 through October 2002

Summary: About \$123K in lost rental from Portland Adventist early termination of leaseback, Family Matters withdraws as lessee. Commissioner Naito Memo to Board, Head Start identified as possible tenant, Phase II approved by Board.

- **January 2002** – Portland Adventist terminates lease early, reducing expected rental income by approximately \$123,000. Head Start identified as a potential lessee, but seismic upgrades to the space will be required, additional funds need to be identified
- **February 2002** - Federal funding still being pursued for program operations
- **April 2002** – Potential tenant Family Matters withdraws from occupancy plans
- **June 2002** - BCC approves County Budget/Phase II capital expenses for CRC. Cushman Wakefield asked to find tenants(s) for vacant space in Services Building resulting from earlier identified tenants withdrawing. Service contracts near completion, lease drafts sent out.
- **July 2002** - Budget note includes support for funding CRC operating deficit, but funds not identified. Leases not returned, service contracts not done.
- **August 2002** - Christie School services contract not signed. Christie School lease of entire building delayed due to service contract uncertainty.
- **October 2002** – October 5, BCC approves 5-year lease with Morrison Center Child and Family Services for 2,984 square feet in the Services Building. Shelter construction complete but there is one unresolved issue around a subcontractor's performance. Claim filed by contractor being settled. Phase II bidding pending receipt of \$1M from City.

Lease Information

The leasing element of the Gateway Children's Center (GCC) project dates back to 1999, when the County was first considering purchasing property for its development. The State of Oregon and City of Portland, in December 1999 and Feb 2000 respectively, gave written commitment to being tenants at the GCC. Since July 2000, lease revenues over and above facility operating expenses have been identified as a funding source for CRC program operations. Prospective tenants have been identified and re-identified, and forecasts of revenue based on projected square footages have been calculated and re-calculated based on potential occupancies.

CURRENT STATUS OF BUILDINGS ON GATEWAY CHILDREN'S CENTER According to Multnomah County Facilities and Property Management

CHILDREN'S RECEIVING CENTER:

The Christie School has been identified during a formal process as the entity designated to manage the Receiving Center program. However, the Christie School has not signed the lease, as their occupancy needs are not certain. The building has been finished and unoccupied since September. At this time no tenants have committed to leasing this space and no revenue is being collected.

SERVICES BUILDING:

Multnomah County has a fully executed lease with Morrison Center Child and Family Services as of July 1, 2002, and the State DHS lease is near completion after having resolved the telecommunications issue and other concerns. County Health and GCC Administration have been in the building since the beginning of July 2002. This building has been occupied and open since early July. The anticipated rate of \$20/s.f. for current vacant space, and space expected to generate revenue from leases signed or otherwise committed to is:

Non-County Tenants

Morrison Center Child and Family Services 2,984 s.f. (effective July 1, 2002)
State DHS 2,370 s.f. (expected occupancy October, 2002)

County Tenants

Health Department 1,604 s.f. (eff July 1, 2002)
renovated in phase 2)
GCC Administration 419 s.f. (eff July 1, 2002)

Vacant Office Space 3,119 s.f.

Vacant Warehouse Space 3,500 s.f. (if

MDT BUILDING:

This building is to be renovated as part of Phase II of the project, occupancy projected for September 2003. The construction bid is presently held up pending receipt of \$1M from the City of Portland. It has only been very recently, in the final lease negotiations with the State DHS for the Services Building, that the telecommunications issue has been resolved to the satisfaction of the County and the tenants. With this resolution the State reiterated its intent to lease the space in the MDT Building as planned early in the project. The County has written and verbal

Presentation to the BCC

November 14, 2002

Page 7

commitments from City of Portland Police, other members of MDT, and State DHS. It should be noted that the County is expecting money from Child Abuse Multi-Disciplinary Intervention grants. When the building is occupied under the existing plan, vacant space and gross lease revenues are as follows:

Non-County Tenants

State DHS – 8,293 s.f.

MDT (Police) - 8,386 s.f.

County Tenants

District Attorney – 3,011 s.f.

Vacant Space - 3,425 s.f.

Budget for the Services Building

The Morrison Center, the County Health Department and the State Department of Human Services occupy this building. They jointly provide a full range of physical and mental health assessments for children entering foster care. The facility also provides a safe and comfortable site for DHS supervised parent/child visitations.

Tenants pay \$20.00 a square foot for rent. The balance (between the facilities cost of \$6.50 a square foot) goes to support the campus and shelter administration. Additional revenue comes from FQHC (\$252,961), County general fund, (\$50,000), and the state Department of Human Services, (\$50,000). There is no increase facilities costs factored into the budget at this time.

At this point there is 3,119 square feet of finished office space in need of a tenant. In addition, the vacant warehouse space is tentatively planned for remodel and occupancy by Head Start in August 2003.

In addition, the rental income from the tenants in the building is factored into the this budget. The net revenue and additional CAMI dollars will support the administrative services for the Service building and campus administration.

Services Building

Program Operations Budget

Year 1	Annual	Year 2
Income	Budgeted	Budgeted
FFP	\$ 252,961.00	\$ 252,961.00
DHS	\$ 50,000.00	\$ 50,000.00
CGF	\$ 50,000.00	\$ 50,000.00
Rent	\$ 147,540.00	\$ 209,920.00
Total	\$ 500,501.00	\$ 562,881.00
Expenses		
Pass Through**	\$ 352,961.00	\$ 352,961.00
Fac. Cost	\$ 90,467.00	\$ 90,467.00
Total exp.	\$ 443,428.00	\$ 443,428.00
Net Operations	\$ 57,073.00	\$ 119,453.00

Campus Administration

Income	Year 1	
CAMI	\$ 83,000.00	??
Rent	\$ 57,073.00	\$119,943.00
Total Revenue	\$140,073.00	\$119,943.00

Morrison Center Contract**

Services Building
Projected Rental Income

Year 1			Year 2		
7-1-02 to 6-30-03	At \$20 per sq. ft		7-01-03 to 6-30-04	\$20 per sq. ft	
Tenant	Sq. Feet	Budget	Tenant	Sq. Feet	Budget
Health	1604	\$ 32,080.00	Health	1604	\$ 32,080.00
DHS	2370	\$ 47,400.00	DHS	2370	\$ 47,400.00
Morrison	2984	\$ 59,680.00	Morrison	2984	\$ 59,680.00
Campus Admin	419	\$ 8,380.00	Campus Admin	419	\$ 8,380.00
Vacant finished	3119	\$ -	New Tenant	3119	\$ 62,380.00
Vacant unfinished	3500		Head Start		
Total	13996	\$ 147,540.00	Proposed	3500	
Fac. Cost	6.50 sq ft	\$ 90,467.00	Total	13996	\$ 209,920.00
Net Income		\$ 57,073.00	Fac. Cost	6.50 sq ft	\$ 90,467.00
			Net Income		\$ 19,453.00

Budget for Multidisciplinary Team Building (MDT)

The MDT building is a 23,114 sq. ft. facility purchased in phase one of the Gateway Children's Campus Project. It is intended to house child-related services in support of the campus activities with tenants paying rent at a rate of \$20.00 a square foot with the difference between the facilities cost per square foot (estimated at \$9.29) going to support the shelter operations.

Significant improvements, estimated by facilities staff to be \$2.8 million, are needed prior to occupancy. Assuming the improvements are completed and final commitments obtained from tenants, the occupancy date is scheduled for September 1, 2003.

Perspective tenants are: Portland and Gresham Police, State DHS Child Abuse Hotline, a portion of the county DA's staff.

The budget sheet shows the financial impact on the CRC if the move in dates occurs on September 1, 2003. There is also a scenario on the CRC budget sheet showing the impact of a latter (January 1, 2004) occupancy date. The budget does not take into account the long term cost increases for facilities maintenance. Consequently, the net revenue over time will be reduced for the shelter.

MDT Projected Rental Income

Year 1			Year 2		
Proposed	7-1-02 to 6-30-02 At \$20 a sq. ft.		Proposed	Projected 9-1-03 occupancy date 7-1-03 to 6-30-04 At \$20 a sq. ft.	
Tenant	Sq ft	Budget	Tenant	Sq ft	Budget
DA	3011	\$ -	DA	3011	\$ 50,183.30
Police	8385	\$ -	Police	8385	\$ 139,750.00
State DHS	8293	\$ -	State DHS	8293	\$ 138,216.70
Vacant	3425	\$ -	Vacant	3425	\$ -
Totals	23114	\$0	Totals	23114	\$ 328,150.00
Fac. Cost	\$12,000		Fac. Cost	9.29 sq ft	\$ 214,729.00
Net	(\$12,000)		Net		\$ 113,421.00
*estimated cost					
Year 3					
Proposed	7-1-04 to 6-30-05 At \$20 a sq. ft.				
Tenant	Sq ft	Budget			
DA	3011	\$ 60,219.96			
Police	8385	\$ 167,700.00			
State DHS	8293	\$ 165,860.04			
Vacant	3425	\$ -			
Totals	23114	\$ 393,780.00			
Fac. Cost	9.29 sp. Ft.	\$ 214,729.00			
Net		\$ 179,051.00			

Budget for Children's Receiving Center

The budget is based on a four-bed residency model. Current estimates from state child welfare officials estimate this to be the average demand for occupancy.

Operating costs for the first 6-7 months are covered by revenue commitments from The State Department of Human Services, (\$118,000) and a grant from the state's Child Abuse Multi Disciplinary Intervention Fund (CAMI) in the amount of \$267,000. An additional amount of \$83,000 has been committed by CAMI for campus administration and development. At this point, CAMI has made a one-year commitment. They will consider continuation for another year in their next budget cycle.

It is important to note that negotiations are underway with the Christie School to operate this model within these budget constraints. The budget does not include money for a formal program evaluation.

After June 30, 2003, the financial picture is uncertain. IF a second year of CAMI is obtained and if the MDT building rents are realized based on a September 1, 2003 occupancy date, it is financially viable. However, if either of these falls short, there are major budget shortfalls.

Finally, please note that the \$575,000 "Pass Through" cost to the contracted provider of services for a full year is an estimate at this time and not a final negotiated amount.

CRC Operating Budget-Four Bed Model

Year 1

Revenue

Current Revenue Commitments

12-1-02 to 6-30-03

State DHS	\$ 118,000.00
CAMI	\$ 267,560.00
Other	\$ 24,000.00
Total Revenue	\$ 409,560.00

Expenses

Pass Through	\$ 409,560.00
Total Expenses	\$ 409,560.00
Net	\$ -
Cost per bed day	\$ 499.48

Year 2

Revenue

Best Case Budget Scenario

7-01-03 to 6-30-04

State DHS	\$ 118,000.00
Other	\$ 60,000.00
CAMI	\$ 300,000.00
MDT Bldg Rent	\$ 113,421.00
Total Revenue	\$ 591,421.00

Expenses

Pass through	\$ 575,000.00
Total Expenses	\$ 575,000.00
Net	\$ 16,421.00
Cost per bed day	\$ 399.31

Year 2

Revenue

No CAMI Grant Scenario

State DHS	\$ 118,000.00
Other	\$ 60,000.00
MDT Bldg Rent*	\$ 146,000.00
Total Revenue	\$ 324,000.00

Expenses

Pass Through	\$ 575,000.00
Total Expenses	\$ 575,000.00
Net	\$ (251,000.00)

*Assumes 9-1-03 occupancy

Year 2

Revenue

No CAMI and Late MDT Start

State DHS	\$ 118,000.00
Other	\$ 40,000.00
MDT Bldg Rent**	\$ 89,525.00
Total Revenue	\$ 247,525.00

Expenses

Pass Thru	\$ 575,000.00
Total Expenses	\$ 575,000.00
Net	\$ (327,475.00)

**Assumes 1-1-04 Occupancy

AGENDA PLACEMENT REQUEST

BUD MOD #: NOND 03-03

Board Clerk Use Only:
Meeting Date: November 14, 2002
Agenda Item #: R-8
Est. Start Time: 10:30 AM
Date Submitted: 11/06/02

Requested Date: November 14, 2002

Time Requested: 30 minutes

Department: Non-Departmental **Division:** Commissioners Naito & Rojo de Steffey

Contact/s: Charlotte Comito / Shelli Romero

Phone: 503-988-5217 / 988-5220 **Ext.:**84576 / 84435 **I/O Address:** 503/600

Presenters: Commissioners Lisa Naito and Maria Rojo de Steffey

Agenda Title: General Fund Contingency request to provide \$164,165 for one time only support for the Gateway Children's Campus for operations of the residential facility.

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

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

Approve contingency request. NA

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

The modification will add \$164, 165 to pay for costs related to housing children in the residential facility operated by the Christie School within the Gateway Children's Campus. The funds are intended to be "bridge" funding for FY 03 only. It is anticipated that continued operations will be a priority for funding for future years from the Children's levy. The funds for this modification will come from Contingency, or from FY 02 carryover funds at the County. Federal Financial Participation funds will be used in lieu of County General Funds, where appropriate.

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

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

If a budget modification, explain:

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

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

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

If grant application/notice of intent, explain:

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

4. Explain any legal and/or policy issues.

Past direction from the Board of County Commissioners has been to continue building the Gateway Children's Campus, including the residential portion to initially serve 8 children by November 2002.

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

NA

Required Signatures:

Department/Agency Director: *Lisa Naito*

Date: 11/06/02

County Attorney

By:

Date:

Budget Analyst

By:

Date:

Dept/Countywide HR

By:

Date:

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	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
			Internal Order	Cost Center	WBS Element						
1	19	1000		9500001000				(164,165)	(164,165)		Contingency
2	20-80	1000			ECCA CRC PRG	60160		164,165	164,165		Pass through
3								0			
4								0			
5								0			
6								0			
7								0			
8								0			
9								0			
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24								0			
25								0			
26								0			
27								0			
28								0			
29								0			
									0	0	Total - Page 1
									0	0	GRAND TOTAL



MULTNOMAH COUNTY OREGON

501 SE Hawthorne Blvd,
Suite 600
Portland, OR 97214

LISA NAITO • DISTRICT 3 COMMISSIONER
MARIA ROJO de STEFFEY • DISTRICT 1 COMMISSIONER

September 12, 2002

To: Diane Linn, Chair
Serena Cruz, District 2 Commissioner
Lonnie Roberts, District 4 Commissioner

FR: Commissioners Naito and Rojo de Steffey

RE: Child Receiving Center Budget Modification

We intend to file a budget modification on November 14, 2002 to appropriate funds to operate the residential portion of the Child Receiving Center. We expect that by that date a proposal (as requested in our June 2002 briefing) for other uses for children in need, as well as the intended use, will be identified for utilization in the Center. We know there are other children already in the foster care system that desperately need temporary residential care and families needing respite care.

We understand that the County and State financial picture is bleak. However, this is a priority. We believe opportunities to fund the gap may still be found using federally qualified health clinic funds originally proposed by our Health Department. The Children's levy, if it passes, is also a potential source for permanent or gap funding. County general funds should also be considered as possible source of funding.

cc: Kathy Turner
John Ball
Jim McConnell
Janice Gratton

AGENDA PLACEMENT REQUEST

Board Clerk Use Only:
Meeting Date: November 14, 2002

Bud Mod #:

Agenda Item #: R-9

Estimated Start Time: 10:45 AM

Date Submitted: 10/18/02

Requested Date: November 14, 2002 Time Requested: 15 minutes
Department: DBCS Division: Human Resources
Contact/s: Gail Parnell
Phone: 503 988-5015 Ext.: 22595 I/O Address: 503/4
Presenters: Gail Parnell

Agenda Title: RESOLUTION Approving the 2002 Multnomah County Salary Commission Report

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

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

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

Approval of 2002 Multnomah County Salary Commission Report. The department recommends that the Board approve the report and recommendations of the 2002 Salary Commission.

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

The 2002 Multnomah County Salary Commission was appointed and convened to consider and recommend salary levels for the positions of Multnomah County Commissioners and Chair. (see attached document)

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

2002/2003 = \$9,801

Future salary increases will be based as a percentage of the circuit court judge salary. The circuit court judge salary figure is obtained from the State of Oregon each year in early summer.

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

If a budget modification, explain:

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

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

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

If grant application/notice of intent, explain:

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

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

none

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

The Salary Commission was convened to recommend salary adjustments for the BCC and Chair.

Required Approvals (typed names indicate approval)

Department/Agency Director (type name of approver): M. Cecilia Johnson

Agenda Review Team

By: (type name of approver):

Date:



Salary Review Commission

501 SE Hawthorne, Room 601
Portland, Oregon 97204
Telephone (503) 988-3320

Date: Friday, May 31, 2002

To: Board of County Commissioners

From: 2002 Salary Commission

Mike Brock, Senior Consultant, HR Northwest
Ron McGee, Senior Human Resources Manager, IKON Office Solutions
John McMillan, Human Resources Director, City of Gresham
Mary Ann Wersch, Director of Human Resources, Reed College
Eric Wilson, President, HR Integrated Solutions, Inc.

Re: 2002 Multnomah County Salary Commission Report

Under the authority of Section 4.30 of the Multnomah County Home Rule Charter as amended November 6, 1990, the 2002 Multnomah County Salary Commission (Commission) was appointed by the County Auditor and convened to consider and recommend salary levels for the positions of Multnomah County Commissioner (Commissioner) and Chair of the Board of County Commissioners (Chair).

Executive Summary

1. The FY 2001-2002 salary for Commissioners is \$67,800 which is 75% of a circuit court judge's salary. The FY 2001-2002 salary for the Chair is \$90,789 which is the mid-point of the salary range for Multnomah County department directors.
2. The 2002 Salary Commission recommends that the Commissioner's salary remain 75% of the circuit court judge's salary or \$67,800, whichever is greater, effective July 1, 2002 and again on July 1, 2003. The Commissioner's salaries should not exceed 80% of the Chair's salary.
3. The 2002 Salary Commission recommends that the Chair's salary be 125% of the circuit court judge's salary. However in no case may the salary exceed 110% of the maximum of the salary range for Multnomah County department directors.

4. Were the recommendation for the Chair's salary to take effect on July 1, 2002, the Chair's salary would be increased to \$113,000.
5. Should the Board of County Commissioners prefer to phase-in the salary increase over several years, the Salary Commission recommends incremental increases as follows:

Fiscal year	Salary increase
2002/2003	105% of circuit court judge salary
2003/2004	110% of circuit court judge salary
2004/2005	115% of circuit court judge salary
2005/2006	120% of circuit court judge salary
2006/2007	125% of circuit court judge salary

6. However, in no case shall the Chair's salary exceed 110% of the maximum of the salary range for department director.

Respectfully submitted this 31st day of May, 2002.

By the Multnomah County Salary Commission:

Mike Brock, Ron McGee, John McMillan, Mary Ann Wersch, and Eric Wilson

SALARY COMMISSION BACKGROUND

In November 1984 the Home Rule Charter was amended as follows:

"The auditor shall appoint a five-member salary commission, composed of qualified people with personnel experience by January 1, 1986, and by January 1 in each even year thereafter....(to make) salary adjustment recommendations, if any..."

The first Salary Commission was appointed in 1986 and a new Commission has been appointed in each even year up to the current 2002 Commission.

In 1990, the voters approved a ballot measure submitted by the Multnomah County Charter Review Commission which allowed the Board to approve their own salary increases rather than salary increase recommendations being referred to the voters. However, the measure did specify they were not allowed to set salaries higher than the recommendation from the Commission.

In 1991 a County Counsel's opinion stated that the Salary Commission may also make recommendations regarding the salaries of the Sheriff and District Attorney, if requested. Neither has ever requested that the Commission make such a recommendation.

SALARY HISTORY

From FY 1983-84 through FY 1990-91, the Multnomah County Chair and Commissioners did not receive an increase in salary. From FY 1991-92 through FY 1995-96, cost of living increases were added to Chair and Commissioners' salaries, but their salaries remained far below comparable jurisdictions and the relative worth of the jobs.

The 1996 Salary Commission recommended that the Commissioner's salary be indexed to 75% of a district court judge's salary. The Commission further recommended that the Chair's salary be indexed to the mid-point of the salary range for the Chair's direct reports, Multnomah County department directors.

The 1996 Board of County Commissioners approved the recommendation with the following conditions:

- a) The Board would implement the Commission's recommended three-year phase-in option for Commissioners' salaries and by 1998-99 Commissioners' salaries would be equivalent to 75% of a circuit court judge's salary (district and circuit court judges' salaries have now been made equal).
- b) The Board would implement a five-year phase-in for the Chair and in 1998-99 the Chair's salary would be increased by one third of the difference between the Chair's salary and the department director's salary range midpoint.

The 1998 Commission reaffirmed this methodology for indexing of salaries and further recommended that an appropriate ratio between the Commissioners' salaries and the

Chair's salary be no more than 80%. Should the ratio be more than 80%, the Commissioners' salaries would be reduced to the 80% ratio.

The 1998 Board of County Commissioners did not act on the recommendation, but did in fact increase the Chair's and the Commissioners' salaries in accordance with the phased-in approach approved by the 1996 Board.

The Board of County Commissioners approved the 2000 Salary Commission recommendation that the Commissioners' salary remain \$63,975 or 75% of a circuit court judge's salary, whichever was greater, effective July 1, 2000 and again on July 1, 2001.

The Board of County Commissioners approved the 2000 Salary Commission recommendation that the Chair's salary be increased to the midpoint of the Multnomah County Department Directors' salary range effective July 1, 2000 and in 2001 remain at this level or increase to the mid-point of the department directors' salary range, whichever was greater.

The 2001/2002 Commissioners' salary is \$67,800; the 2001/2002 Chair's salary is \$90,789. The circuit court judges' salary is currently \$90,400.

METHODOLOGY AND FINDINGS

The 2002 Salary Commission collected and reviewed current data from a number of sources. The data is summarized below:

1. Information collected by prior Salary Commissions:

In reviewing the minutes and reports of prior Commissions, it is evident that comparability among county and other jurisdictions is difficult to measure and compare. However, the 1994 Commission determined that the following counties shared some measure of comparability with Multnomah: Clackamas OR, Clark WA, Fresno CA, Lane OR, Marion OR, Pierce WA, Snohomish WA, Thurston WA, and Washington, OR. These remain appropriate comparators although it should be pointed out that only one of the counties, Fresno, has a comparably sized budget (noted below). The others have budgets of approximately half or less the size of Multnomah County.

2. Current salary data from the 9 counties defined above:

The 2002 Commission surveyed these comparable counties for current salary data and the process they use to set salaries for commissioners and the county executive, if they have one. In addition, a comparison of cost of living factors among the geographical areas compared with Multnomah County showed that they are all relatively comparable.

Eight counties have full time commissioners; the average salary for a commissioner is \$72,131, adjusted for geographic differences the average salary is \$72,811.

Exhibit A: Commissioner salaries of other counties

<u>County</u>	<u>2002 Commissioner Salary</u>	<u>2002 Geographic Adjustment</u>	<u>2002 Adjusted Salary</u>
Clackamas	\$68,588	100.00%	\$68,588
Clark	\$91,224	100.00%	\$91,224
Fresno	\$81,734	101.90%	\$83,287
Lane	\$53,414	100.40%	\$53,628
Marion	\$61,968	106.20%	\$65,810
Pierce	\$68,213	100.20%	\$68,349
Snohomish	\$76,164	99.70%	\$75,936
Thurston	\$75,743	99.90%	\$75,742
Mean	\$72,131		\$72,811
Multnomah			\$67,800

Only
counties
elected

three
have an
county

executive; the average salary is \$100,238, adjusted for geographic differences the average salary is \$100,124. Because there are only three comparators, this may not be highly useful data.

Exhibit B: Counties with comparable executive salaries

<u>County</u>	<u>2002 Executive Salary</u>	<u>2002 Geographic Adjustment</u>	<u>2002 Adjusted Salary</u>
Pierce	\$117,097	100.02%	\$117,120
Snohomish	\$120,988	99.70%	\$120,625
Washington	\$62,628	100.00%	\$62,628
Mean	\$100,238		\$100,124
Multnomah			\$90,789

3. State legislators, regional councils, and local boards:

A review of these jurisdictions showed very little justification for asserting comparability. However, Metro uses the methodology for setting salaries that was the

basis for the model used by the Salary Commission in 1996. The current data from Metro is detailed in Exhibit C below.

Exhibit C: Comparison with Metro salaries

Metro position	Salary
Executive (salary of a judge)	\$90,400
Presiding Officer (two-thirds of a judge salary)	\$60,568
Councilor (one-third of a judge salary)	\$29,832

4. City of Portland:

Although past Salary Commissions have not used data from the City of Portland, the County's human resources office does use city data for comparison with both elected official salaries and management salaries. However, it should be noted that city commissioners have operational responsibility for a city bureau. The current data for City of Portland's mayor and commissioners is detailed in Exhibit D below.

Exhibit D: Comparison with City of Portland salaries

City of Portland position	Salary
Mayor	\$98,738
Commissioner	\$83,158

5. Comparability between the Chair and County department directors:

The Chair has County-wide operational and fiscal responsibilities, which the Commissioners do not, and six department directors report directly to the Chair. The FY 2001/2002 salary range midpoint for department director is \$90,789. Currently, all of the direct report department directors have salaries above the midpoint of the range; four of the six are at the maximum of the salary range.

The County's human resources staff is responsible for the administration of the County's compensation program and pay practices. In an April, 2002 report to the Salary Commission, the HR class/comp staff provided a summary of the current management salary structure, as follows:

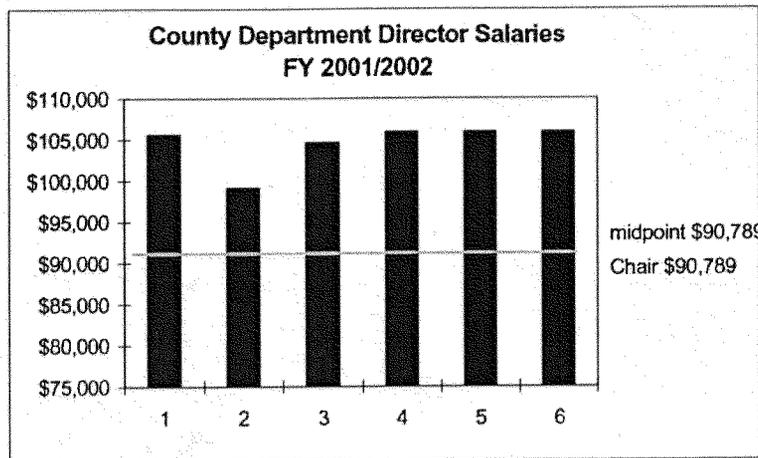
“In general, the studies conducted during the past two years show that management and upper level professional positions are further behind comparable market pay than entry level positions.”

The staff goes on to recommend a salary range for department directors of \$83,353 to \$128,654 with a midpoint of \$105,071. If adopted, this range would still lag the market but would be a step in the right direction.

Past Salary Commissions have relied on the market competitiveness of the department directors' salary to reach its own conclusions, we now believe that is unwise. If the department directors' salary is not competitive, it is not an appropriate benchmark for the Chair's salary.

However, it is still important to have a sense of the Chair's salary compared with her direct reports. Exhibit D shows that comparison.

Exhibit D compares the current salary of the Chair with the current salaries of the Chair's direct reports.



6. Comparability with other County elected officials:

The Multnomah County Home Rule Charter specifies that the county sheriff's salary shall be fixed by the Board in an amount which is not less than that for any member of the sheriff's office.

The County auditor's salary is indexed at 80% of a circuit court judge's salary.

7. CPI considerations:

CPI data is an integral part of the information base in the data presented above. It has influenced the market data from both outside sources such as other counties and from within the county in determining an appropriate salary range for department directors.

8. Compensation philosophy:

Typically an organization will consider three factors when designing compensation programs. These are the ability for an organization to attract, retain and motivate employees. However, this Commission believes that these factors are not the primary reason a person decides to run for elected office. Further, people who run for these elected positions are not recruited outside the metropolitan area, so salary comparability as a recruitment tool is simply not a factor. Even so, elected officials should be paid an equitable and fair wage for the work they do. Although it cannot be

proved, this Commission also believes that an equitable and fair salary will attract high quality individuals to run for elected office.

RECOMMENDATIONS AND REASONS

This Commission believes that the indexing of both the Chair's and Commissioners' salaries is an appropriate long term methodology that could and should be adopted.

In considering the salary of the Commissioners, the Salary Commission has determined that indexing to a circuit court judge's salary remains the appropriate methodology. The salary of the Commissioners is now indexed to 75% of a circuit court judge's salary. There are several reasons for this:

1. Other jurisdictions and officials use this index; Fresno County, Metro, and the County auditor salaries are determined using this methodology.
2. Since the judge's salary is determined by the state legislature, commissioners have no influence over their own salary increases.
3. The average of the commissioners' salaries in eight other jurisdictions we surveyed and adjusted (\$72,811) is close to 75% of a circuit court judge's salary (\$67,800).

The Commissioner's salaries should not exceed 80% of the Chair's salary. If the difference in salaries is greater than 80%, the Commissioners' salaries should be reduced to 80% of the Chair's. There are two reasons for this:

1. The Chair clearly has responsibilities the Commissioners do not have and internal equity is an important issue. Maintaining an appropriate difference in their salaries is essential in effective compensation design.
2. It is conceivable (although not likely) that the circuit court judge's salary could increase significantly, a decision over which the County would have no control. The 80% cap will protect the County from this potentially inappropriate financial liability.

In considering the salary of the Chair, the Commission has determined that indexing to the salary range midpoint of Department Director is problematic. There are several reasons for this:

1. The Chair is equivalent to a chief executive officer in the County with a number of direct reports and should be paid at least as much, if not more, than his/her direct reports. Each of the direct reports has salaries exceeding the midpoint of the range.
2. There is precedent with the County for a manager to be paid no less than his/her direct reports (see Home Rule Charter regarding sheriff's salary).

3. The County human resources staff has provided data demonstrating that the salary range for department director is no longer comparable with the market. Therefore, tying the chair's salary to a below-market range only compounds the problem.

Instead, the Salary Commission is recommending that the Chair's salary be indexed at 125% of the circuit court judges' salary. However, in no case should the salary exceed 110% of the maximum of the Department Directors' salary range. There are several reasons for this:

1. Other jurisdictions and officials use this index; Fresno County, Metro, and the County auditor salaries are determined using this methodology.
2. Since the judge's salary is determined by the state legislature, the Chair will have no influence over his or her own salary increase.
3. The cap of 110% of the department directors' salary range maximum retains internal equity within the County system.

2002/2003 AND 2003/2004 SALARIES

The 2002 Salary Commission recommends that the Commissioners' salary remain \$67,800 or 75% of a circuit court judge's salary, whichever is greater, effective July 1, 2002 and again on July 1, 2003.

The 2002 Salary Commission recommends that the Chair's salary increase to \$113,000. Although the Salary Commission believes strongly this is an appropriate salary and in terms of effective compensation theory can certainly be justified, the Board may prefer that the increase be phased-in over a five year period, as noted in Executive Summary point #5. If that is the case, the Salary Commission recommends that the incremental increases be no less than 5% annually.

ENHANCING SERVICE TO THE PUBLIC

Finally, the Commission recommends that the Board of County Commissioners accept the recommendations in total for the following reasons:

- a. the recommendations come from professionals in the field of compensation and are based on accurate, relevant and appropriate data and methodologies;
- b. the salary recommendations relate to the office and not to persons; in other words, the salaries are based on what the *job* is worth and because it does not include a "pay for performance" model it is not a measure of the worth of the *individual* who occupies the position;

- c. being paid for what the job is objectively worth is extremely vital to maintaining high quality leadership in Board members and their successors; thus the public will be better served.

FURTHER CONSIDERATIONS

The 2002 Salary Commission urges consideration of the concerns expressed by the County's human resources compensation professionals. Specifically, we urge the Board to:

- adopt a broadband salary range that reflects similar pay structures for managers that will begin to address the County's base salary compression problems;
- adopt a compensation philosophy that reflects the organization's goals; and
- consider non-base pay alternatives for executive compensation.

LAST BUT CERTAINLY NOT LEAST

The Salary Commission wishes to thank Multnomah County HR Operations Manager Cathy O'Brien and Compensation Analyst Lucy Shipley for collecting and sharing valuable information regarding management salaries and comparable jurisdictions.

The Salary Commission also wishes to extend its heartfelt gratitude to the Multnomah County Auditor Suzanne Flynn and her assistant Judy Rosenberger for the research and support provided to the Commission, for willingly attending (or at least appearing to...) all early morning meetings with a much appreciated continental breakfast, for the collection and distribution of minutes, and for their warm, caring and friendly ways. We could not, and would not want to, do our work without them. Thank you!

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Approving the 2002 Multnomah County Salary Commission Report

The Multnomah County Board of Commissioners Finds:

- a. Home Rule Charter Section 4.30 requires the Auditor to appoint by January 1 of each even numbered year a five-member Salary Commission to recommend salary adjustments for the Board of County Commissioners and Chair.
- b. Section 4.30 limits Chair and Commissioners salaries to no more than those recommended by the Salary Commission.
- c. On May 31, 2002, the Salary Commission submitted a report to the Board recommending new salaries for the Chair and Commissioners.
- d. The 2002 Salary Commission recommends indexing salaries as follows:
 - (i) The Chair salary equal to 125% of the salary of a circuit court judge, but not to exceed 110% of the maximum of the salary range of county department directors; and
 - (ii) Salaries for Commissioners equal to 75% of the salary of a circuit court judge, but not to exceed 80% of the Chair's salary.
- e. The FY2001-2002 salary for Commissioners is \$67,800.
- f. The FY2001-2002 salary for the Chair is \$90,400.

The Multnomah County Board of Commissioners Resolves:

1. The Board approves the report and recommendations of the 2002 Salary Commission. The salaries for the Chair will phase-in over five years.
2. Salaries for the Commissioners remain \$67,800 or 75% of the salary of a circuit court judge, whichever is greater, effective the beginning of each fiscal year. Commissioners' salaries may not exceed 80% of the Chair's salary.
3. The Chair's salary is increased as follows, effective the beginning of each fiscal year. The salary may not exceed 110% of the maximum salary for county department directors:

Fiscal year	Salary Increase
2002/2003	105% of circuit court judge salary
2003/2004	110% of circuit court judge salary
2004/2005	115% of circuit court judge salary
2005/2006	120% of circuit court judge salary
2006/2007	125% of circuit court judge salary

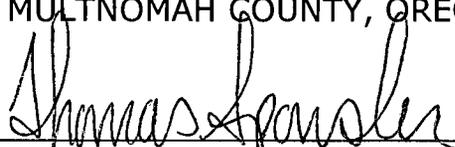
ADOPTED this 14th day of November, 2002.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane 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. 02-143

Approving the 2002 Multnomah County Salary Commission Report and Setting Chair and Commissioner Salaries

The Multnomah County Board of Commissioners Finds:

- a. Home Rule Charter Section 4.30 requires the Auditor to appoint by January 1 of each even numbered year a five-member Salary Commission to recommend salary adjustments for the Board of County Commissioners and Chair.
- b. Section 4.30 limits Chair and Commissioners salaries to no more than those recommended by the Salary Commission.
- c. On May 31, 2002, the Salary Commission submitted a report to the Board recommending new salaries for the Chair and Commissioners.
- d. The 2002 Salary Commission recommends indexing salaries as follows:
 - (i) The Chair salary equal to 125% of the salary of a circuit court judge, but not to exceed 110% of the maximum of the salary range of county department directors; and
 - (ii) Salaries for Commissioners equal to 75% of the salary of a circuit court judge, but not to exceed 80% of the Chair's salary.
- e. The FY2001-2002 salary for Commissioners is \$67,800.
- f. The FY2001-2002 salary for the Chair is \$90,400.

The Multnomah County Board of Commissioners Resolves:

1. The Board approves the report and modifies the recommendations of the 2002 Salary Commission. The salaries for the Chair will phase-in over five years.
2. Salaries for the Commissioners remain \$67,800 or 75% of the salary of a circuit court judge, whichever is greater, effective the beginning of each fiscal year. Commissioners' salaries may not exceed 80% of the Chair's salary.
3. The Chair's salary is increased as follows, effective the beginning of each fiscal year. The salary may not exceed 110% of the maximum salary for county department directors:

Fiscal year	Salary Increase
7-01-2002 - 1-31-2003	100% of circuit court judge salary
2-01-2003 - 6-31-2003	105% of circuit court judge salary
2003/2004	110% of circuit court judge salary
2004/2005	115% of circuit court judge salary
2005/2006	120% of circuit court judge salary
2006/2007	125% of circuit court judge salary

ADOPTED this 14th day of November, 2002.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane Linn

Diane Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By *Thomas Sponsler*

Thomas Sponsler, County Attorney

AGENDA PLACEMENT REQUEST

Board Clerk Use Only:
Meeting Date: November 14, 2002

Bud Mod #:

Agenda Item #: R-10

Estimated Start Time: 11:00 AM

Date Submitted: 11/06/02

Requested Date: November 14, 2002 **Amount of Time Requested: 20 minutes**

Department: Non-Departmental **Division: Commissioner Maria Rojo de Steffey**

Contact/s: Shelli Romero

Phone: 503 988-4435 **Ext: 84435 I/O Address: 503/600**

Presenters: Dave Boyer, Multnomah County Finance Director and Bob Durston, Executive Assistant to Portland City Commissioner Erik Sten

Agenda Title: RESOLUTION Authorizing the County to Enter into a Loan Agreement with the Susannah Maria Gurule Foundation

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

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

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

Approval of the resolution. Finance Director, Dave Boyer has reviewed the financial statements for the SMG Foundation and recommends a 15-year loan in an amount not to exceed \$450,000.

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

This loan will allow for the purchase of property located at the 1200 SE Morrison to be sold to the SMG Foundation. The building will serve as the organization's headquarters and to establish a hub for Latino community based and community governed organizations.

The Susannah Maria Gurule (SMG) Foundation is a private non-profit 501c3 organization with a mission of providing research, leadership and services to empower Oregon's Latino community to attain and improve individual and

community wellness. The SMG Foundation was formed in order to address health and wellness prevention, intervention and education to the Latino community in the Portland Metropolitan area. The organization will also work on health policy issues and dedicate efforts to health research specific to the Latino population. The Foundation has developed successful partnerships with local government, foundations non-profit organizations and local health and human service providers to enhance outreach to the Latino community in the areas of health and wellness.

The planned 8,260 approximate square foot building is located at 1200 SE Morrison. Long term strategic planning for enhancing capacity and establishing new partners is in process. To date, three non-profit organizations have expressed interest in co-locating with the SMG Foundation and will lease space. These organizations include the Latino Network, EDUCATE YA (HIV/AIDS prevention organizations and leadership development) and the Multi-Cultural HIV/AIDS Alliance of Oregon (MHAAO).

The total amount needed to purchase the property is \$660,000. To move this project forward, the Portland Development Commission will reduce the loan amount by approximately \$48,000. The County will finance the loan from the Capital Acquisitions Fund in the amount of \$450,000. Provisions in the County's loan agreement will allow for a repayment of the outstanding loan balance without penalty. The Enterprise Foundation currently owns the property and is willing to re-cast the loan to the SMG Foundation for a term of two to three years for the remaining balance of approximately \$162,000.

The purchase of the building at 1200 SE Morrison allows the SMG Foundation to take the next step in its evolution. The Foundation is in its start-up phase, having first secured program dollars. To date, the SMG Foundation has received funding from the State of Oregon and the Substance Abuse and Mental Health Services Administration (SAMSHA) and three-year funding from the Legacy Foundation for program development for a total of approximately \$500,000.

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

The financial impact to the County will be the initial outlay of \$450,000. The Capital Acquisition Fund was created to provide up-front assistance in providing capital funds to programs or services that lacked the initial financial resources to invest in capital. The services provided by the SMG Foundation are consistent with the County's mission to provide health and wellness to the public. The loan is to be repaid by in full no later than fifteen years after the loan documents are executed. The 4.00% interest rate is the approximate current rate that the County is receiving on its investments.

The County will ensure that its financial risks are reduced by requiring the property to secure the loan.

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

If a budget modification, explain:

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

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

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

If grant application/notice of intent, explain:

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

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

The County and the Susannah Maria Gurule Foundation will enter into a promissory loan agreement as negotiated by the finance director and approved by the County attorney.

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

The SMG Foundation is currently working in partnership with Commissioner Erik Sten, Enterprise Foundation and the Portland Development Commission to move this project forward.

The SMG Foundation also works with the Multnomah County Health Department to enhance healthcare access for all County residents with an emphasis on those uninsured and under-insured.

Required Sign Off (NOTE: electronic check indicates approval)

Department/Agency Director Maria Rojo de Steffey (type name of approver)

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Authorizing the County to Enter into a Loan Agreement with the Susannah Maria Gurule Foundation

The Multnomah County Board of Commissioners Finds:

- a) In August, 2002, Clara Padilla Andrews, founder of the Susannah Maria Gurule Foundation ("SMG") requested that the County assist SMG by providing a capital loan in the amount of \$450,000 to purchase property to establish an office.
- b) SMG was formed to address health and wellness prevention, intervention and education to the Latino community in the Portland Metropolitan area. SMG also will work on health policy issues and dedicate efforts to health research specific to the Latino population.
- c) SMG has developed successful partnerships with local government, foundations, non-profit organizations and local health and human service providers to enhance outreach to the Latino community in the areas of health and wellness.
- d) SMG is requesting development funds in order to assist SMG in financing the purchase of a building to serve as headquarters for the organization. The building will serve as a hub for Latino community based and community governed organizations.
- e) The planned 8,260 approximate square foot building will be located at 1200 SE Morrison. Long term strategic planning for enhancing capacity and establishing new partners is in process.
- f) The total project cost is estimated to be approximately \$660,000. SMG has a goal of raising the entire cost of the building from foundation sources and currently has grant applications pending with the Bill & Melinda Gates, The Kresge and Collins Foundations, The Paul Allen Foundation and the MJ Murdock Charitable Trust.
- g) The Enterprise Foundation currently owns the property and is willing to loan SMG approximately \$162,000 for a term of two to three years. The Enterprise Foundation has also agreed to a reduction in the sale price of the property of approximately \$48,000.
- h) The County's \$450,000 loan and Enterprise Foundation's reduction in the purchase price of approximately \$48,000 will demonstrate to private donors that the public sector stakeholders are committed to the efforts of SMG.

- i) The County has sufficient funds in the Capital Acquisition fund to assist SMG with this capital loan.

The Multnomah County Board of Commissioners Resolves:

1. The County will loan \$450,000 to SMG to assist in the purchase of the building located at 1200 SE Morrison to establish a headquarters for the organization.
2. The loan shall bear interest at 4% per annum and shall be payable over a term not to exceed 15 years. The Finance Director is authorized to negotiate other terms of the loan agreement. The Finance Director shall ensure that the loan is fully secured.
3. The Chair is authorized to execute appropriate loan documents approved by the County Attorney's Office.

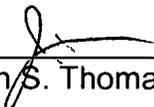
ADOPTED this 14th day of November 2002.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By  _____
John S. Thomas, Assistant County Attorney

AGENDA PLACEMENT REQUEST

Board Clerk Use Only:
Meeting Date: November 14, 2002

Bud Mod #: CHS7

Agenda Item #: R-11

Estimated Start Time: 11:20 AM

Date Submitted: 10/17/02

Requested Date: 10/03/02

Amount of Time Requested: 10 minutes

Department: County Human Services

Division: Mental Health & Addiction Svs

Contact/s: Don Carlson/Chris Yager

Phone: 988-3691

Ext.: 83764/26777 I/O Address: 166/7

Presenters: John Ball and Don Carlson

Agenda Title: Budget modification CHS7 removes City of Portland Bridgeview revenue (\$246,686). The city is contracting directly with providers.

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

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

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

The Department of County Human Services recommends the approval of Budget Modification CHS7

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

The Department of County Human Services received notification from the city of Portland in June after the budget was adopted; that the city was contracting directly with providers. This modification brings the budget in line to reflect current agreements; no impact on services.

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

Pass through expenditures are reduced by \$246,686 and City of Portland Bridgeview Revenue decreases to 0.

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

If a budget modification, explain:

- ❖ **What revenue is being changed and why?** City of Portland Bridgeview revenue decreases by \$246,686 because the City is contracting directly with providers.
 - ❖ **What budgets are increased/decreased?** Mental Health & Addiction Services pass through expenditures decline by \$246,686
 - ❖ **What do the changes accomplish?** No impact on services
 - ❖ **Do any personnel actions result from this budget modification? Explain.**
N/A
 - ❖ **Is the revenue one-time-only in nature?** N/A
 - ❖ **If a grant, what period does the grant cover?** N/A
 - ❖ **When the grant expires, what are funding plans?**
- NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)**

If a contingency request, explain:

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

If grant application/notice of intent, explain:

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

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

N/A

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

N/A

Required Sign Off (NOTE: electronic check indicates approval)

Departmental or Countywide HR (type name of approver)

_____ (signature)

County Attorney (type name of approver)

_____ (signature)

Department/Agency Director John Ball (type name of approver)

_____ (signature)

Budget Analyst Michael D. Jaspin (type name of approver)

_____ (signature)

Agenda Review Team (type name of approver) Date:

_____ (signature)

BUDGET MODIFICATION CHS #7 EXPENDITURES & REVENUES

Budget Fiscal Year: 02/03

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

Ln No.	Fund Center	Fund Code	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
			Internal Order	Cost Center	WBS Element						
1	20-80	21010			OP CH PDX	50195	(246,686)	0	246,686		IG-OP-Fed thru Local
2	20-80	21010			OP CH PDX	60160	246,686	0	(246,686)		Pass Through (Bridgeview)
3											
4											
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									0	0	GRAND TOTAL

BOGSTAD Deborah L

From: BELL Iris D
Sent: Wednesday, November 06, 2002 5:37 PM
To: #ALL DISTRICT 1; #ALL DISTRICT 2; #ALL DISTRICT 3; #ALL DISTRICT 4
Cc: LINN Diane M; #AGENDA REVIEW TEAM; BOGSTAD Deborah L
Subject: Removal Of Consent Item from the BCC Agenda for November 7th
Importance: High

Commissioners:

We have decided to remove Consent Item # 1 "**Budget Modification CHS_7 " Removing City of Portland Bridgeview Revenue (\$246,686) from the Department Budget"** , in order that more thorough due diligence on the policy implications involved in returning funds to the City can be explored. Once this has been done, and we have up-dated you on our findings, the Item will be placed on the November 14th Regular BCC Agenda for your consideration.

If you have any questions, please do not hesitate to contact me regarding this matter.

Iris M.D. Bell
Deputy Chief of Staff
Multnomah County Chair's Office
(503) 988-4034

BOGSTAD Deborah L

From: BELL Iris D
Sent: Friday, November 08, 2002 2:52 PM
To: CARLSON Donald E
Cc: BALL John; BOGSTAD Deborah L
Subject: RE: Bridgeview Follow-up

Don:

Well it's on the Agenda for the 14th, I'm not sure of the procedure for moving it back but you should know that the 21st and 28th Board meetings have been cancelled. So, we would be looking at Dec 5th or beyond. Is there any great rush on the part of the City? Deb could you give us your opinion on what could be done and how to go about doing it?

Thanks to all who are working on this!!
iris

Iris M.D. Bell
Deputy Chief of Staff
Multnomah County Chair's Office
(503) 988-4034

-----Original Message-----

From: CARLSON Donald E
Sent: Friday, November 08, 2002 2:42 PM
To: BELL Iris D; CARLSON Donald E
Cc: BALL John
Subject: RE: Bridgeview Follow-up

I'm not sure I can turn this around by Tuesday afternoon. Is there any chance we could do it the following week at the BCC. Don.

-----Original Message-----

From: BELL Iris D
Sent: Friday, November 08, 2002 1:30 PM
To: CARLSON Donald E
Cc: BALL John
Subject: Bridgeview Follow-up

Hello Don:

In discussions this morning regarding the Bridgeview Consent Agenda Item, it was suggested that your Department do a quick staffing of the issues raised in the e-mail from Heather Lyons regarding our (the County's) role in monitoring, both the contract and program of service delivery to Bridgeview. It appears from the e-mail that the City has not been satisfied with our "customer service" nor have we provided them with requested information. Before we make a major policy decision regarding a long standing agreement which has primarily manifested itself through our relationship with BHCD, we need to review our involvement (or lack thereof) in managing this contract for them, and in insuring that the contractor, Unity and now Cascadia has provided them with the necessary customer service to meet their (the City's) satisfaction. Given that this has been a contract for Mental Health and Addiction services, we should have information from the contractor on their performance objectives and outcomes.

Once this due diligence has been done I will need a Policy Recommendation from the Department on how to proceed. We have a very short turn around time on this, and since Monday is a holiday, I will need to have your Department's recommendation back by the end of the day on Tuesday, November 12th.

Thanks,
iris

P.S. Please note that your recommendation may be one that leads to a new precedent in our relationship with BHCD as well as other providers who might want to contract directly with the City for Social Services. That may be ok if we are prepared to justify the change in policy, and it may be ok if it's only specific to this contract.... Tell me what you think!

Iris M.D. Bell
Deputy Chief of Staff
Multnomah County Chair's Office
(503) 988-4034

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF MULTNOMAH COUNTY, OREGON

In the matter of Phasing Out of Delivery of)
Urban Level of Services in the Unincorporated)
Area of Multnomah County during the next three) RESOLUTION
years (Resolution A))

WHEREAS, the Board of County Commissioners is considering the mission and purpose of Multnomah County; and

WHEREAS, the 150,000 persons currently residing within Multnomah County's urban growth boundary outside incorporated cities require long-range planning for services; and

WHEREAS, it is in the public interest to clearly express the County's mission regarding providing services in mid-Multnomah County; and

WHEREAS, Multnomah County's resources are insufficient to continue current service levels and the government is facing a significant revenue shortfall of approximately \$14 million in general resources for FY 1983-84; and

WHEREAS, the first priority for the available resources of Multnomah County shall be for those services available to all residents of the County, such as Assessment and Taxation, Elections, Corrections, Libraries and Health Services; and

WHEREAS, "municipal services" is defined as governmental services usually provided by city governments and shall include but not be limited to police service, neighborhood parks, and land-use planning and permits, "urban" shall be defined as governmental service comparable in quantity and quality to incorporated municipalities, and "rural" shall be defined as governmental service comparable in quantity and quality to unincorporated service areas outside urban growth boundaries.

THEREFORE BE IT RESOLVED, that County services generally described as "municipal services" at a level considered "urban" rather than "rural" shall be proportionately reduced starting FY 1983-84 through FY 1986-87 to establish a minimal and essentially rural level of municipal services throughout Multnomah County.

ADOPTED March 15, 1983

APPROVED AS TO FORM:

John B. Leahy
John B. Leahy
County Counsel

(SEAL)

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By *Gordon Shadburne*
Gordon Shadburne
Presiding Officer