

## **ANNOTATED MINUTES**

Tuesday, June 6, 1995 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

### **BUDGET SESSION**

Chair Beverly Stein convened the meeting at 9:31 a.m., with Vice-Chair Sharron Kelley, Commissioners Gary Hansen and Dan Saltzman present, and Commissioner Tanya Collier excused.

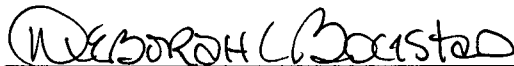
- WS-1 Multnomah County Health Department Budget Overview, Highlights and Action Plans. MCHD Citizen Budget Advisory Committee Presentation. Opportunity for Public Testimony on the Proposed 1995-96 Multnomah County Budget. Issues and Opportunities. Board Questions and Answers.

**BILLI ODEGAARD DEPARTMENT OVERVIEW SLIDE PRESENTATION. TOM FRONK BUDGET HIGHLIGHTS PRESENTATION. ELEANOR MATTHEWS PRESENTATION IN SUPPORT OF COMMUNITY HEALTH COUNCIL/CBAC RECOMMENDATIONS. NIN McKELLAR AND MARGE JOZSA TESTIMONY IN SUPPORT OF FUNDING FOR SCHOOL BASED HEALTH CLINICS. MS. JOZSA RESPONSE TO QUESTION OF COMMISSIONER HANSEN. DARLENE SWAN AND STEVEN COCHRAN TESTIMONY IN SUPPORT OF PROPOSED HEALTH DEPARTMENT BUDGET. DR. SAMUEL HENRY TESTIMONY IN SUPPORT OF FUNDING FOR SCHOOL BASED HEALTH CLINICS, POSTPONING SEXUAL INVOLVEMENT, VIOLENCE PREVENTION, FAMILY SERVICE CENTER, TEEN FAMILY SUPPORT, SCHOOL AND COMMUNITY DENTAL SERVICES PROGRAMS. KATHY OLIVER TESTIMONY REQUESTING ADDITIONAL FUNDING FOR OUTSIDE IN'S PRENATAL CLINIC AND NEEDLE EXCHANGE PROGRAMS AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. GERARDO MADRIGAL TESTIMONY IN SUPPORT OF PROPOSED HEALTH DEPARTMENT BUDGET AND IN APPRECIATION OF INTERPRETER SERVICES. JAN SINCLAIR, KAY CARLISLE, JOE GALATI AND PORTLAND HIGH SCHOOL STUDENTS AARON MOSLEY, XAI CHA, ANITA AFZALI AND CLYDE LEWIS PRESENTATION REGARDING POSTPONING SEXUAL INVOLVEMENT (PSI) PROGRAM. MS.**

CARLISLE READ A LETTER TO THE BOARD FROM SHARON KITZHABER IN SUPPORT OF PSI PROGRAM AND RESPONDED TO BOARD QUESTIONS. DIANE TURNER TEEN PARENT PROGRAM PRESENTATION. DR. GARY OXMAN AND HENRY ROGERS MOBILE RESTAURANT INSPECTIONS AND MEDICAL EXAMINER UPDATE PRESENTATION AND RESPONSE TO BOARD QUESTIONS. KATHY PAGE PHARMACY AND JAILS PRESENTATION. GORDON EMPEY DENTAL CARE ORGANIZATION PRESENTATION. TOM FRONK MEDICAID REVENUES PRESENTATION. MS. ODEGAARD AND MR. FRONK RESPONSE TO BOARD QUESTIONS. JAN SINCLAIR REEP AND REFUGEE HEALTH PRESENTATION. BOARD IDENTIFIED FOLLOW UP ISSUES FOR FURTHER STAFF ELABORATION DURING BUDGET DELIBERATIONS. COMMISSIONER SALTZMAN PROPOSED BUDGET AMENDMENT FOR \$20,000 RESTAURANT AWARDS PROGRAM. COMMISSIONER KELLEY PRESENTED COMMISSIONER COLLIER'S PROPOSED BUDGET AMENDMENT FOR \$189,117 TO INITIATE A HEALTH CLINIC IN LANE MIDDLE SCHOOL. COMMISSIONER KELLEY PROPOSED BUDGET AMENDMENT FOR \$70,000 VIOLENCE REDUCTION PUBLIC EDUCATION PROGRAM. DR. OXMAN TO PROVIDE BOARD WITH ADDITIONAL INFORMATION REGARDING SPECIFICS OF PROPOSED PROGRAM.

There being no further business, the meeting was adjourned at 11:40 a.m.

OFFICE OF THE BOARD CLERK  
MULTNOMAH COUNTY, OREGON



Deborah L. Bogstad

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Tuesday, June 6, 1995 - 2:00 PM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

**SWEARING IN CEREMONY**

S-1      Call to Order and Greeting by Chair Beverly Stein.    Oath of Office of

Multnomah County Sheriff Dan Noelle Administered by Judge Charles Crookham. Sheriff Noelle Acknowledgements and Comments. Reception Immediately Following.

**CHAIR BEVERLY STEIN GREETING. JUDGE CHARLES CROOKHAM ADMINISTERED OATH OF OFFICE. SHERIFF DAN NOELLE ACKNOWLEDGEMENTS AND COMMENTS. RECEPTION HELD.**

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Tuesday, June 6, 1995 - 7:00 PM  
Multnomah County Sheriff's Office Auditorium  
12240 NE Glisan, Portland

**BUDGET HEARING**


Chair Beverly Stein convened the hearing at 7:00 p.m, with Vice-Chair Sharron Kelley, Commissioners Gary Hansen, Tanya Collier and Dan Saltzman present.

PH-1     The Multnomah County Board of Commissioners Will Convene for the Purpose of Receiving Public Testimony on the Proposed 1995-96 Multnomah County Budget

**DANIEL A. DUNNING, PAT HOHNSTEIN AND REGAN HOHNSTEIN PRESENTED TESTIMONY REGARDING A CONCERN RELATING TO AN ANIMAL CONTROL PROBLEM WITH COYOTES IN EAST MULTNOMAH COUNTY IN RESIDENTIAL AREAS, AND REQUESTING MULTNOMAH COUNTY TO BUDGET \$10,000 TO HELP FUND A PROGRAM ALONG WITH THE STATE DEPARTMENT OF AGRICULTURE AND OTHER SURROUNDING JURISDICTIONS.**

There being no further testimony, the hearing was adjourned at 7:25 p.m.

OFFICE OF THE BOARD CLERK  
for MULTNOMAH COUNTY, OREGON

  
Carrie A. Parkerson

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Wednesday, June 7, 1995 - 2:00 PM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

## **BUDGET SESSION**

Chair Beverly Stein convened the meeting at 2:09 p.m., with Vice-Chair Sharron Kelley present, Commissioners Gary Hansen and Dan Saltzman arriving at 2:10 p.m., and Commissioner Tanya Collier excused.

WS-2 Continued Community and Family Services and Non-Departmental Budget Work Session and Opportunity for Public Testimony on the Proposed 1995-96 Multnomah County Budget. Issues and Opportunities. Board Questions and Answers.

**LOLENZO POE AND SUE LARSEN RESULTS INITIATIVES PRESENTATION AND RESPONSE TO BOARD QUESTIONS. MR. POE, MARY LI, SUSAN CLARK AND KATHY TINKLE RESPONSE TO BOARD QUESTIONS AND DISCUSSION CONCERNING THE YOUTH PROGRAM OFFICE BUDGET, PROPOSED ALTERNATIVE SCHOOLS/MIDDLE SCHOOL DEMONSTRATION PROJECT, DAY CARE COORDINATOR POSITION AND CHILD CARE PARTNERSHIP EFFORTS. DENNIS ADAMS, NORMA JAEGER AND MS. LI RESPONSE TO BOARD QUESTIONS AND DISCUSSION CONCERNING BUDGET NOTE FOR CRISIS TRIAGE CENTER, DEVELOPMENTALLY DISABLED YOUNG ADULTS PROGRAM, DUI EVALUATION FEES AND PREVENTION BUDGET DETAIL. MS. LI ASIAN FAMILY CENTER UPDATE PRESENTATION. BOARD IDENTIFIED FOLLOW UP ISSUES FOR FURTHER STAFF ELABORATION DURING BUDGET DELIBERATIONS. COMMISSIONER KELLEY PROPOSED BUDGET AMENDMENT OF \$73,000 TO FUND MENTALLY ILL C-FELON DIVERSION FROM JAILS DEMONSTRATION PROJECT.**

The Non-Departmental Budget Work Session commenced at 2:55 p.m.

**JERRY PENK PRESENTATION IN SUPPORT OF CBAC RECOMMENDATIONS AND RESPONSE TO BOARD DISCUSSION. ESTILL DEITZ TESTIMONY IN SUPPORT OF ADDITIONAL PORTLAND MULTNOMAH COMMISSION ON AGING (PMCoA) FUNDING. JOHN LEGRY CITIZEN INVOLVEMENT COMMITTEE PRESENTATION AND RESPONSE TO BOARD QUESTIONS. HELEN RICHARDSON MULTNOMAH COMMISSION ON CHILDREN AND FAMILIES PRESENTATION. BECKY WEHRLI AND**


**BOB SMITH PMCoA PRESENTATION AND RESPONSE TO BOARD QUESTIONS. BOARD IDENTIFIED FOLLOW UP ISSUES FOR FURTHER STAFF ELABORATION DURING BUDGET DELIBERATIONS. CHAIR STEIN PROPOSED BUDGET AMENDMENT FOR ADDITIONAL \$7,532 PMCoA FUNDING. JAMAE HILLIARD METROPOLITAN HUMAN RIGHTS COMMISSION PRESENTATION.**

Commissioner Saltzman was excused at 3:35 p.m.

**PAMELA WEV PORTLAND MULTNOMAH PROGRESS BOARD PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. BILL BULICK REGIONAL ARTS AND CULTURE COUNCIL PRESENTATION. PAUL SUNDERLAND OREGON STATE UNIVERSITY EXTENSION SERVICE PRESENTATION AND RESPONSE TO BOARD QUESTIONS. BOARD IDENTIFIED FOLLOW UP ISSUES FOR FURTHER STAFF ELABORATION DURING BUDGET DELIBERATIONS.**

There being no further business, the meeting was adjourned at 4:25 p.m.

OFFICE OF THE BOARD CLERK  
MULTNOMAH COUNTY, OREGON

  
Deborah L. Bogstad

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Thursday, June 8, 1995 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

**REGULAR MEETING**

Chair Beverly Stein convened the meeting at 9:36 a.m., with Vice-Chair Sharron Kelley, Commissioners Gary Hansen and Tanya Collier present, and Commissioner Dan Saltzman excused.

**CONSENT CALENDAR**

**UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, THE CONSENT CALENDAR (ITEMS C-1 THROUGH C-11) WAS UNANIMOUSLY APPROVED.**

## **NON-DEPARTMENTAL**

- C-1 In the Matter of the Appointments of Basil Panaretos, Jean Haliski, Dave Eichner, Cora Smith, Robert Correll and Sharon Cowley to the 1995 BOARD OF RATIO REVIEW
- C-2 In the Matter of the Appointment of Robert L. Norton, M.D. to the Resource Hospital Position on the Emergency Medical Services (EMS) MEDICAL ADVISORY BOARD

## **SHERIFF'S OFFICE**

- C-3 Retail Malt Beverage OLCC License Change of Ownership Application Submitted by Sheriff's Office with Recommendation for Approval, for HAGAR'S AT VIKING PARK, 29311 SE STARK, TROUTDALE

## **JUVENILE JUSTICE DEPARTMENT**

- C-4 Ratification of Intergovernmental Agreement Contract 101466 Between Multnomah County and the State of Oregon, Children's Services Division, Providing Evaluation and Diagnostic Services, Disposition of Parole Violations, Detention Back-up, Community Programs and Services, and a Process for Making Training School and Parole Placement Decisions, for the Period July 1, 1995 through June 30, 1996

## **DEPARTMENT OF HEALTH**

- C-5 Ratification of Intergovernmental Agreement Contract 200016 Between Multnomah County and Clackamas County, Wherein Clackamas County Will Receive Ryan White CARE Act Title II Funds to Provide HIV Case Management Services for Low Income HIV Positive Persons, for the Period July 1, 1995 through June 30, 1996
- C-6 Ratification of Intergovernmental Agreement Contract 200356 Between Multnomah County and Washington County, Wherein Washington County Will Receive Ryan White CARE Act Title II Funds to Provide HIV Case Management Services for Low Income HIV Positive Persons, for the Period July 1, 1995 through June 30, 1996
- C-7 Ratification of Intergovernmental Agreement Contract 200056 Between Multnomah County and Oregon Health Sciences University, for the Provision of Dental Services for Low Income Residents at OHSU's Russell Street Dental Clinic, for the Period July 1, 1995 through November 30, 1995
- C-8 Ratification of Intergovernmental Agreement Contract 200066 Between Multnomah County and Oregon Health Sciences University, Using Ryan White CARE Act Title I Funds for the Provision of Dental Services for Low Income

Residents Living with HIV/AIDS at OHSU's Russell Street Dental Clinic, for the Period July 1, 1995 through February 26, 1996

- C-9      Ratification of Intergovernmental Agreement Contract 200096 Between Multnomah County and the Oregon State Public Health Laboratory, for the Provision of Various Diagnostic Laboratory Tests, for the Period July 1, 1995 through June 30, 1996

#### **DEPARTMENT OF ENVIRONMENTAL SERVICES**

- C-10      ORDER in the Matter of the Execution of Deed D951199 Upon Complete Performance of a Contract to P.A. Saito

**ORDER 95-130.**

- C-11      ORDER in the Matter of the Execution of Deed D951201 for Repurchase of Tax Acquired Property to Former Owners Estate of Richard Martin, Deceased and Ronald Martin

**ORDER 95-131.**

#### **REGULAR AGENDA**

#### **PUBLIC COMMENT**

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

**RICHARD KOENIG COMMENTED IN OPPOSITION TO FAMILY SERVICES MEDIATION PROCESS. ROBERT KNIGGE COMMENTED IN OPPOSITION TO FAMILY SERVICES MEDIATION AND COURT PROCESS.**

#### **NON-DEPARTMENTAL**

- R-2      PROCLAMATION in the Matter of Proclaiming Support for Portland's 20th Annual Lesbian and Gay Pride Parade and Festival

**COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-2. CHRIS JOHNSON READ PROCLAMATION AND PRESENTED TESTIMONY IN SUPPORT ON BEHALF OF GLEE. KAREN LAMIRA TESTIMONY IN SUPPORT ON BEHALF OF MULTNOMAH COUNTY CULTURAL DIVERSITY COMMITTEE. BILLI ODEGAARD READ LETTER OF SUPPORT**

**FROM HEALTH DEPARTMENT CROSS CULTURAL  
COMMITTEE. BOARD COMMENTS.  
PROCLAMATION 95-132 UNANIMOUSLY APPROVED.**

- R-3 RESOLUTION Authorizing the Issuance and Negotiated Sale of Certificates of Participation, Series 1995B, in an Amount Not Exceeding \$7,400,000; Authorizing the Execution and Delivery of a Supplemental Lease-Purchase and Escrow Agreement; Designating an Authorized Representative, Financial Advisor, Special Counsel, and Registrar and Paying Agent; and Other Matters [for the Construction of an Additional 64 Beds at the Juvenile Justice Complex]

**COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-3. DAVE BOYER AND BOB NILSEN EXPLANATION AND RESPONSE TO BOARD QUESTIONS. RESOLUTION 95-133 UNANIMOUSLY APPROVED.**

- R-4 First Reading of a Proposed ORDINANCE Relating to the Pay Ranges and COLA Increases for Exempt Employees

**PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF THE FIRST READING. SUSAN AYERS EXPLANATION. NO ONE WISHED TO TESTIFY. FIRST READING UNANIMOUSLY APPROVED. SECOND READING THURSDAY, JUNE 15, 1995.**

- R-5 Second Reading and Possible Adoption of a Proposed ORDINANCE Amending Ordinance No. 778 Relating to Pay Administration for Employees Not Covered by Collective Bargaining Agreement

**PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF THE SECOND READING AND ADOPTION. MS. AYERS EXPLANATION. NO ONE WISHED TO TESTIFY. ORDINANCE 820 UNANIMOUSLY APPROVED.**

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- R-6 Second Reading and Possible Adoption of a Proposed ORDINANCE Amending Fees for Action Proceedings and Administrative Actions Under

**PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF THE SECOND READING AND ADOPTION. NO ONE WISHED TO TESTIFY. ORDINANCE 821 UNANIMOUSLY APPROVED.**

- R-7      Ratification of Intergovernmental Cooperative Improvement and Abandonment Agreement Contract 302195 Between the State of Oregon, the City of Portland and Multnomah County, Regarding Construction of the Sylvan Climbing Lane and Interchange Improvements in Connection with the West Side Light Rail Project

**COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-7. JOHN DORST EXPLANATION AND RESPONSE TO BOARD ACKNOWLEDGEMENT OF THE EFFORTS OF STAFF AND OTHERS. AGREEMENT UNANIMOUSLY APPROVED.**

**COMMISSIONER COLLIER INTRODUCED AND WELCOMED VISITING DAMASCUS MIDDLE SCHOOL SIXTH GRADE STUDENTS AND THEIR CHAPERONS.**

- R-8      ORDER in the Matter of the Grant of Public Utility Easements on County Land in Sections 26 and 35, T1N, R3E, W.M., Multnomah County, Oregon

**COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-8. BOB OBERST EXPLANATION AND SUBMITTAL OF AMENDED LEGAL DESCRIPTION. ORDER 95-134 UNANIMOUSLY APPROVED, WITH AMENDED LEGAL DESCRIPTION.**

- R-9      ORDER in the Matter of Designation of Newspaper for Publication of Notice of Foreclosure of Tax Liens as Shown on the Multnomah County 1995 Foreclosure List

**COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-9. KATHY TUNEBOG EXPLANATION. ORDER 95-135 UNANIMOUSLY APPROVED.**

**PUBLIC CONTRACT REVIEW BOARD**

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

- R-10 ORDER in the Matter of Exempting from Competitive Bidding to Establish Contracts with Energy Suppliers and Shelter Vendors Under the Federal Low Income Energy Assistance Program

**COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-10. FRANNA HATHAWAY AND TOM BRODBECK EXPLANATION AND RESPONSE TO BOARD QUESTIONS. ORDER 95-136 UNANIMOUSLY APPROVED.**

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

### **SERVICE DISTRICTS**

(Recess as the Board of County Commissioners and convene as the Budget Committee for Dunthorpe Riverdale Sanitary Service District No. 1)

- R-11 RESOLUTION in the Matter of the Adoption of the 1995-96 Budget for Dunthorpe Riverdale Sanitary Service District No. 1, for the Fiscal Year July 1, 1995 to June 30, 1996 and Making Appropriations Thereunder, Pursuant to ORS 294.435

**UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER KELLEY, RESOLUTION 95-137 WAS UNANIMOUSLY APPROVED.**

(Recess as the Budget Committee for Dunthorpe Riverdale Sanitary Service District No. 1 and convene as the Budget Committee for Mid County Street Lighting Service District No. 14)

- R-12 RESOLUTION in the Matter of the Adoption of the 1995-96 Budget for Mid County Street Lighting Service District No. 14, for the Fiscal Year July 1, 1995 to June 30, 1996 and Making the Appropriations Thereunder, Pursuant to ORS 294.435

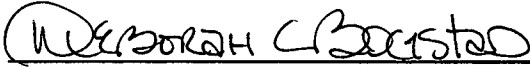
**UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER KELLEY, RESOLUTION 95-138 WAS UNANIMOUSLY APPROVED.**

(Recess as the Budget Committee for Mid County Street Lighting Service

District No. 14 and reconvene as the Board of County Commissioners)

There being no further business, the meeting was adjourned at 10:09 a.m.

OFFICE OF THE BOARD CLERK  
MULTNOMAH COUNTY, OREGON

  
Deborah L. Bogstad

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Thursday, June 8, 1995 - 10:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

**TSCC BUDGET HEARING**

Tax Supervising and Conservation Commission Chair Charles Rosenthal convened the hearing at 10:30 a.m., with Commissioners Richard Anderson, Ann Sherman and Roger McDowell, and staff Courtney Wilton present.

PH-2      The Tax Supervising and Conservation Commission Will Convene to Discuss and Conduct a Public Hearing on the Multnomah County Annual 1995-96 Budget.

**COMMISSIONERS BEVERLY STEIN, GARY HANSEN  
AND SHARRON KELLEY, AND BUDGET STAFF  
DAVE WARREN AND BARRY CROOK RESPONSE TO  
TSCC COMMENTS, QUESTIONS AND DISCUSSION.  
NO ONE WISHED TO TESTIFY.**

There being no further business, the hearing was adjourned at 11:36 a.m.

OFFICE OF THE BOARD CLERK  
MULTNOMAH COUNTY, OREGON

  
Deborah L. Bogstad



# MULTNOMAH COUNTY OREGON

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

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

## AGENDA

### MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

#### FOR THE WEEK OF

JUNE 5, 1995 - JUNE 9, 1995

- Tuesday, June 6, 1995 - 9:30 AM - Budget Session . . . . . Page 2*
- Tuesday, June 6, 1995 - 2:00 PM - Sheriff Swearing In Ceremony . . . . . Page 2*
- Tuesday, June 6, 1995 - 7:00 PM - Budget Hearing . . . . . Page 2*  
*Sheriff's Office Auditorium*  
*12240 NE Glisan, Portland*
- Wednesday, June 7, 1995 - 2:00 PM - Budget Session . . . . . Page 2*
- Thursday, June 8, 1995 - 9:30 AM - Regular Meeting . . . . . Page 3*
- Thursday, June 8, 1995 - 10:30 AM - TSCC Budget Hearing . . . . . Page 6*

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

*Thursday, 9:30 AM, (LIVE) Channel 30*  
*Friday, 10:00 PM, Channel 30*  
*Sunday, 1:00 PM, Channel 30*

*\*Produced through Multnomah Community Television\**

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

*Tuesday, June 6, 1995 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland*

**BUDGET SESSION**

*WS-1 Multnomah County Health Department Budget Overview, Highlights and Action Plans. MCHD Citizen Budget Advisory Committee Presentation. Opportunity for Public Testimony on the Proposed 1995-96 Multnomah County Budget. Issues and Opportunities. Board Questions and Answers. 2.5 HOURS REQUESTED.*

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*Tuesday, June 6, 1995 - 2:00 PM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland*

**SWEARING IN CEREMONY**

*S-1 Call to Order and Greeting by Chair Beverly Stein. Oath of Office of Multnomah County Sheriff Dan Noelle Administered by Judge Charles Crookham. Sheriff Noelle Acknowledgements and Comments. Reception Immediately Following.*

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*Tuesday, June 6, 1995 - 7:00 PM  
Multnomah County Sheriff's Office Auditorium  
12240 NE Glisan, Portland*

**BUDGET HEARING**

*PH-1 The Multnomah County Board of Commissioners Will Convene for the Purpose of Receiving Public Testimony on the Proposed 1995-96 Multnomah County Budget*

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*Wednesday, June 7, 1995 - 2:00 PM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland*

**BUDGET SESSION**

*WS-2 Continued Community and Family Services and Non-Departmental Budget Work Session and Opportunity for Public Testimony on the Proposed 1995-96 Multnomah County Budget. Issues and Opportunities. Board Questions and Answers.*

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Thursday, June 8, 1995 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

**REGULAR MEETING**

**CONSENT CALENDAR**

**NON-DEPARTMENTAL**

- C-1      *In the Matter of the Appointments of Basil Panaretos, Jean Haliski, Dave Eichner, Cora Smith, Robert Correll and Sharon Cowley to the 1995 BOARD OF RATIO REVIEW*
- C-2      *In the Matter of the Appointment of Robert L. Norton, M.D. to the Resource Hospital Position on the Emergency Medical Services (EMS) MEDICAL ADVISORY BOARD*

**SHERIFF'S OFFICE**

- C-3      *Retail Malt Beverage OLCC License Change of Ownership Application Submitted by Sheriff's Office with Recommendation for Approval, for HAGAR'S AT VIKING PARK, 29311 SE STARK, TROUTDALE*

**JUVENILE JUSTICE DEPARTMENT**

- C-4      *Ratification of Intergovernmental Agreement Contract 101466 Between Multnomah County and the State of Oregon, Children's Services Division, Providing Evaluation and Diagnostic Services, Disposition of Parole Violations, Detention Back-up, Community Programs and Services, and a Process for Making Training School and Parole Placement Decisions, for the Period July 1, 1995 through June 30, 1996*

**DEPARTMENT OF HEALTH**

- C-5      *Ratification of Intergovernmental Agreement Contract 200016 Between Multnomah County and Clackamas County, Wherein Clackamas County Will Receive Ryan White CARE Act Title II Funds to Provide HIV Case Management Services for Low Income HIV Positive Persons, for the Period July 1, 1995 through June 30, 1996*
- C-6      *Ratification of Intergovernmental Agreement Contract 200356 Between Multnomah County and Washington County, Wherein Washington County Will Receive Ryan White CARE Act Title II Funds to Provide HIV Case Management Services for Low Income HIV Positive Persons, for the Period July 1, 1995 through June 30, 1996*
- C-7      *Ratification of Intergovernmental Agreement Contract 200056 Between*

*Multnomah County and Oregon Health Sciences University, for the Provision of Dental Services for Low Income Residents at OHSU's Russell Street Dental Clinic, for the Period July 1, 1995 through November 30, 1995*

- C-8      *Ratification of Intergovernmental Agreement Contract 200066 Between Multnomah County and Oregon Health Sciences University, Using Ryan White CARE Act Title I Funds for the Provision of Dental Services for Low Income Residents Living with HIV/AIDS at OHSU's Russell Street Dental Clinic, for the Period July 1, 1995 through February 26, 1996*
- C-9      *Ratification of Intergovernmental Agreement Contract 200096 Between Multnomah County and the Oregon State Public Health Laboratory, for the Provision of Various Diagnostic Laboratory Tests, for the Period July 1, 1995 through June 30, 1996*

#### **DEPARTMENT OF ENVIRONMENTAL SERVICES**

- C-10      *ORDER in the Matter of the Execution of Deed D951199 Upon Complete Performance of a Contract to P.A. Saito*
- C-11      *ORDER in the Matter of the Execution of Deed D951201 for Repurchase of Tax Acquired Property to Former Owners Estate of Richard Martin, Deceased and Ronald Martin*

#### **REGULAR AGENDA**

#### **PUBLIC COMMENT**

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

#### **NON-DEPARTMENTAL**

- R-2      *PROCLAMATION in the Matter of Proclaiming Support for Portland's 20th Annual Lesbian and Gay Pride Parade and Festival*
- R-3      *RESOLUTION Authorizing the Issuance and Negotiated Sale of Certificates of Participation, Series 1995B, in an Amount Not Exceeding \$7,400,000; Authorizing the Execution and Delivery of a Supplemental Lease-Purchase and Escrow Agreement; Designating an Authorized Representative, Financial Advisor, Special Counsel, and Registrar and Paying Agent; and Other Matters [for the Construction of an Additional 64 Beds at the Juvenile Justice Complex]*
- R-4      *First Reading of a Proposed ORDINANCE Relating to the Pay Ranges and COLA Increases for Exempt Employees*
- R-5      *Second Reading and Possible Adoption of a Proposed ORDINANCE Amending Ordinance No. 778 Relating to Pay Administration for Employees Not Covered*

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- R-6      *Second Reading and Possible Adoption of a Proposed ORDINANCE Amending Fees for Action Proceedings and Administrative Actions Under MCC 11.15*
- R-7      *Ratification of Intergovernmental Cooperative Improvement and Abandonment Agreement Contract 302195 Between the State of Oregon, the City of Portland and Multnomah County, Regarding Construction of the Sylvan Climbing Lane and Interchange Improvements in Connection with the West Side Light Rail Project*
- R-8      *ORDER in the Matter of the Grant of Public Utility Easements on County Land in Sections 26 and 35, T1N, R3E, W.M., Multnomah County, Oregon*
- R-9      *ORDER in the Matter of Designation of Newspaper for Publication of Notice of Foreclosure of Tax Liens as Shown on the Multnomah County 1995 Foreclosure List*

**PUBLIC CONTRACT REVIEW BOARD**

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

- R-10      *ORDER in the Matter of Exempting from Competitive Bidding to Establish Contracts with Energy Suppliers and Shelter Vendors Under the Federal Low Income Energy Assistance Program*

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

**SERVICE DISTRICTS**

*(Recess as the Board of County Commissioners and convene as the Budget Committee for Dunthorpe Riverdale Sanitary Service District No. 1)*

- R-11      *RESOLUTION in the Matter of the Adoption of the 1995-96 Budget for Dunthorpe Riverdale Sanitary Service District No. 1, for the Fiscal Year July 1, 1995 to June 30, 1996 and Making Appropriations Thereunder, Pursuant to ORS 294.435*

*(Recess as the Budget Committee for Dunthorpe Riverdale Sanitary Service District No. 1 and convene as the Budget Committee for Mid County Street Lighting Service District No. 14)*

- R-12      *RESOLUTION in the Matter of the Adoption of the 1995-96 Budget for Mid County Street Lighting Service District No. 14, for the Fiscal Year July 1,*

*1995 to June 30, 1996 and Making the Appropriations Thereunder, Pursuant to ORS 294.435*

*(Recess as the Budget Committee for Mid County Street Lighting Service District No. 14 and reconvene as the Board of County Commissioners)*

---

*Thursday, June 8, 1995 - 10:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland*

**TSCC BUDGET HEARING**

*PH-2 The Tax Supervising and Conservation Commission [Commissioners Richard Anderson, Tom Novick, Clarence Parker, Charles Rosenthal, Ann Sherman and Administrative Officer Courtney Wilton] Will Convene to Discuss and Conduct a Public Hearing on the Multnomah County Annual 1995-96 Budget. 10:30 AM TIME CERTAIN, 1 HOUR REQUESTED.*



**DAN SALTZMAN, Multnomah County Commissioner, District One**

1120 S.W. Fifth Avenue, Suite 1500 • Portland, Oregon 97204 • (503) 248-5220 • FAX (503) 248-5440

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

TO: Clerk of the Board  
Board of County Commissioners

FROM: Andrea Jilovec, <sup>AS</sup> Commissioner Saltzman's Office

RE: Absence from June 8, 1995 BCC Regular Meeting

DATE: June 8, 1995

BOARD OF  
COUNTY COMMISSIONERS  
1995 JUN - 8 AM 9:03  
MULTNOMAH COUNTY  
OREGON

---

Commissioner Saltzman will be unable to attend this morning's board meeting due to illness.

DRS:amj

Meeting Date: JUN 08 1995

Agenda No.: C-1

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

AGENDA PLACEMENT FORM

SUBJECT: Appointments to Boards & Commissions

BOARD BRIEFING: Date Requested:  
Amount of Time Needed:

REGULAR MEETING: Date Requested: June 8, 1995  
Amount of Time Needed: Consent Agenda

DEPARTMENT: Nondepartmental DIVISION: Chair's Office

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

PERSON(S) MAKING PRESENTATION:

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Appointments to 1995 Board of Ratio Review:

Basil Panaretos, Chairman  
Jean Haliski, ESD Representative  
David Eichner, Taxing District Representative  
Cora Smith, Member  
Robert Correll, Member  
Sharon Cowley, Alternate

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

OR

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

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

forms\apf.doc

BOARD OF  
COUNTY COMMISSIONERS  
1995 MAY 30 PM 1:13  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

## INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

BOARD OF EQUALIZATION AND BOARD OF RATIO REVIEW

1992-1994

- B. Name BASIL N. "BILL" PANARETOS, JR.

Address 7725 SE Reed College Place

City Portland State OR Zip Code 97202

Do you live in \_\_\_\_\_ unincorporated Multnomah County or xxx a city within Multnomah County.

Home Phone 771-9808

- C. Current Employer PANARETOS PROPERTIES/INC.

Address 400 SW Sixth Avenue, #1101

City Portland State OR Zip Code 97204

Your Job Title President

Work Phone 228-2944

(Ext) \_\_\_\_\_

Is your place of employment located in Multnomah County? Yes xx No \_\_\_\_\_

- D. Previous Employers \_\_\_\_\_ Dates \_\_\_\_\_ Job Title \_\_\_\_\_

SEE ATTACHED RESUME

CONTACT: DELMA FARRELL

OFFICE OF THE MULTNOMAH COUNTY CHAIR  
1120 SW FIFTH, ROOM 410  
PORTLAND, OREGON 97204  
(503) 248-3308

1515

E. Please list all current and past volunteer activities.

Name of Organization	Dates	Responsibilities
----------------------	-------	------------------

SEE ATTACHED RESUME.

F. Please list all post-secondary school education.

Name of School	Dates	Responsibilities
----------------	-------	------------------

SEE ATTACHED RESUME

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

COMMISSIONER COLLIER	248-5217
----------------------	----------

JANICE DRUIAN	248-3090
---------------	----------

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

NONE

I. Affirmative Action Information

WHITE, MALE

sex/racial ethnic background

Birth date: Month 3 Day 1 Year 40

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

Signature [Signature]

Date March 9, 1995

# MULTNOMAH COUNTY OREGON

## INTEREST FORM FOR CITIZEN ADVISORY BOARDS & COMMISSIONS

MAY 09 1995

BEVERLY STEIN  
MULTNOMAH COUNTY CHAIR

The purpose of this form is to obtain information for use in making appointments to Multnomah County Citizen Advisory Boards & Commissions, and to assist the County Chair in making inquiries concerning the qualifications of applicants for appointment. If you have a resume or supplemental information which further details your involvement in volunteer activities, public affairs, civic services, published writings or affiliations, please attach them to this form. Thank you for your interest.

A. Please list, in order of priority, any Multnomah County Citizen Advisory Board or Commission on which you would be interested in serving.

BOARD OF RATIO REVIEW

B.

Name: Jean Halinski

Address: 8324 NE Humboldt St

City/State/Zip: Portland, OR 97220

Home Phone: 252-3000

C.

Current Employer: Retired

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Work Phone/Extension: \_\_\_\_\_

Occupation: \_\_\_\_\_

D. Affirmative Action Information (This section is voluntary. Under Federal Law, this information may not be used to discriminate against you.)

Sex: M ☐ F ☒

Racial/

Ethnic Background: ☐ African-American ☐ Asian ☒ Caucasian

☐ Hispanic ☐ Native American ☐ Other

Date of Birth: Month 1 Date 4 Year 35

E. List major paid employment and volunteer activities which may <sup>be</sup> related to service on boards and commissions.

DATES:

EMPLOYER/VOLUNTEER ACTIVITY

July-1994

Board of Ratio Review Mult. Co.

1974-1990

Property management - self employed

1983 - to present

Vice-Ch. Multnomah Education Servis Dist. Board

F. Circle from the list below fields in which you have interest or ability:

Aging/Elderly  
Agriculture  
Alcohol/Drug Treatment  
Animal Welfare  
Art  
Civil Rights/Discrimination  
Corrections/Law Enforcement  
Economic Development/Trade  
Environment/Natural Resources  
Food Services  
Handicapped/Disabled Issues

Handicapped/Disabled Issues  
Health Care  
Housing  
Juvenile Justice Issues  
Labor/Labor Relations  
Land Use Planning  
Library Services  
Mental Health Services  
Minority Affairs  
Transportation  
Other \_\_\_\_\_

G. Conflict of Interest: Please list potential conflicts of interest between private life and public service which might result from service on a board or commission.

None - I would declare if any  
conflicts should arise.

H. References: Please list names, addresses, and phone numbers of two people who may be contacted as references:

DR. VIRGINIA ANDERSON - 10636 NE Prescott PDX 97220 257-5366

Mardi Hulo - 13750 NE Tillamook Ct. PDX 97230 252-1293

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

Signature: Jean Saliski Date: 5-6-95

Contact: Delma Farrell

Beverly Stein, Multnomah County Chair  
1120 SW Fifth Room 1515  
Portland, Oregon 97204 Tel. (503) 248-3308  
FAX: (503) 248-3093  
E-Mail: MultChair@aol.com

*Dilma***BIO OF:****COUNCILOR DAVE EICHNER**

Dave Eichner has lived in Gresham since 1983. He was elected to his first term as City Councilor in 1992, and was re-elected in 1994 for a second term that expires in 1997. He was appointed and is currently serving as Council President.

With a strong financial background, Councilor Eichner is the owner of two businesses: a full-service travel bureau and a series of foster care homes in Gladstone, Oregon. In addition, he previously held the position of Chief Financial Officer for Lucky Distributing.

His committee affiliations include:

- Gresham Budget Committee
- Transportation Committee
- Bicycle Committee
- Mid-County Sewer Advisory Committee
- Community Development and Housing Committee
- Funders Advisory Group

# MULTNOMAH COUNTY OREGON

## INTEREST FORM FOR CITIZEN ADVISORY BOARDS & COMMISSIONS

The purpose of this form is to obtain information for use in making appointments to Multnomah County Citizen Advisory Boards & Commissions, and to assist the County Chair in making inquiries concerning the qualifications of applicants for appointment. If you have a resume or supplemental information which further details your involvement in volunteer activities, public affairs, civic services, published writings or affiliations, please attach them to this form. Thank you for your interest.

A. Please list, in order of priority, any Multnomah County Citizen Advisory Board or Commission on which you would be interested in serving.

① EQUALIZATION & TAXATION Bd For Mult. Cty.

② Public Safety - Commissions

③ Performing Art

E.R. Commission

B. Name: CORA SMITH

Address: 2309 SW 1<sup>ST</sup> ST # 841

City/State/Zip: PORTLAND, OR 97201

Home Phone: 223-9527

C. Current Employer: Self Employed

Address: 2309 SW 1<sup>ST</sup> ST # 841

City/State/Zip: PORT, OR 97201

Work Phone/Extension: 223-9527

Occupation: City & Fashion Contractor - Product Development

D. Affirmative Action Information (This section is voluntary. Under Federal Law, this information may not be used to discriminate against you.)

Sex: M / F

Racial/

Ethnic Background: ☒ African-American ☐ Asian ☐ Caucasian

☐ Hispanic ☐ Native American ☐ Other

Date of Birth: Month 1 Date 1 Year 40

E. List major paid employment and volunteer activities which may related to service on boards and commissions.

DATES:

EMPLOYER/VOLUNTEER ACTIVITY

None

F. Circle from the list below fields in which you have interest or ability:

Aging/Elderly

Agriculture

Alcohol/Drug Treatment

Animal Welfare

Art

Civil Rights/Discrimination

Corrections/Law Enforcement

Economic Development/Trade

Environment/Natural Resources

Food Services

Handicapped/Disabled Issues

Handicapped/Disabled Issues

Health Care

Housing

Juvenile Justice Issues

Labor/Labor Relations

Land Use Planning

Library Services

Mental Health Services

Minority Affairs

Transportation

Other Boating Commission  
ER Commission

G. Conflict of Interest: Please list potential conflicts of interest between private life and public service which might result from service on a board or commission.

None

H. References: Please list names, addresses, and phone numbers of two people who may be contacted as references:

Yail Thomas 111 SW 5th <sup>Higgins & Johnson</sup> 20th Floor 97202 4213 <sup>241-4220</sup>

Nathan Jones 10124 SW Terwilliger 97219 R 636-9407  
6380-5149

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

Signature: Cora Smith

Date: 4-22-95

Contact: Delma Farrell

Beverly Stein, Multnomah County Chair  
1120 SW Fifth Room 1515  
Portland, Oregon 97204 Tel. (503) 248-3308  
FAX: (503) 248-3093  
E-Mail: MultChair@aol.com

# MULTNOMAH COUNTY OREGON

## INTEREST FORM FOR CITIZEN ADVISORY BOARDS & COMMISSIONS

The purpose of this form is to obtain information for use in making appointments to Multnomah County Citizen Advisory Boards & Commissions, and to assist the County Chair in making inquiries concerning the qualifications of applicants for appointment. If you have a resume or supplemental information which further details your involvement in volunteer activities, public affairs, civic services, published writings or affiliations, please attach them to this form. Thank you for your interest.

A. Please list, in order of priority, any Multnomah County Citizen Advisory Board or Commission on which you would be interested in serving.

BOE / BOR

B. Name: ROBERT (BOB) L. CARREL

Address: 10734 NE SHAWAN

City/State/Zip: PORTLAND, OREGON

Home Phone: 253-5668

C. Current Employer: MT. HOOD PARKWAY CORP.

Address: 11111 NE 11TH AVE

City/State/Zip: PORTLAND, OREGON

Work Phone/Extension: 503-566-0367

Occupation: COMM. MGR. BROKER

D. Affirmative Action Information (This section is voluntary. Under Federal Law, this information may not be used to discriminate against you.)

Sex: ☒ M / ☐ F

Racial/

Ethnic Background: ☐ African-American ☐ Asian ☒ Caucasian

☐ Hispanic ☐ Native American ☐ Other

Date of Birth: Month 8 Date 15 Year 37

E. List major paid employment and volunteer activities which may related to service on boards and commissions.

DATES:

1997-98

1972-77

1965-72

1994 & 1995

EMPLOYER/VOLUNTEER ACTIVITY

MT. HOOD MTLR CORP., PRESIDENT - COMMERCIAL MTLR BROKER

AMFAC MTLR COOP. VA. BRANCH MANAGER COMMERCIAL

BENJ. FRANKLIN FPO. STL. ASSOC. COMMERCIAL TRAVEL AGENCY

MULTNOMAH COUNTY BOE.

F. Circle from the list below fields in which you have interest or ability:

Aging/Elderly

Agriculture

Alcohol/Drug Treatment

Animal Welfare

Art

Civil Rights/Discrimination

Corrections/Law Enforcement

Economic Development/Trade

Environment/Natural Resources

Food Services

Handicapped/Disabled Issues

Handicapped/Disabled Issues

Health Care

Housing

Juvenile Justice Issues

Labor/Labor Relations

Land Use Planning

Library Services

Mental Health Services

Minority Affairs

Transportation

Other \_\_\_\_\_

G. Conflict of Interest: Please list potential conflicts of interest between private life and public service which might result from service on a board or commission.

H. References: Please list names, addresses, and phone numbers of two people who may be contacted as references:

SHERILL RUDOLPH MULT. CO. 248-5241

MERRILL J. ROVANG, ASSISTANT

8560 S.W. SALISH LANE

682-0104

PRINCIPAL MORTGAGE CO.

WILSONVILLE, OR 97070

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

Signature: Robert L. Connel

Date: 5-10-95

Contact: Delma Farrell

Beverly Stein, Multnomah County Chair

1120 SW Fifth Room 1515

Portland, Oregon 97204 Tel. (503) 248-3308

FAX: (503) 248-3093

E-Mail: MultChair@aol.com



# MULTNOMAH COUNTY OREGON

## INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

Board of Ratio Review \_

Board of Equalization - Presently Serving

B. Name Sharon Cowley

Address 6507 SW 55th Drive

City Portland State OR Zip Code 97221-1610

Do you live in \_\_\_\_\_ unincorporated Multnomah County or ☒ a city within Multnomah County.

Home Phone (503) 246-4560

C. Current Employer Retired from Multnomah County

Address

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Your Job Title \_\_\_\_\_

Work Phone \_\_\_\_\_ (Ext) \_\_\_\_\_

Is your place of employment located in Multnomah County? Yes \_\_\_ No \_\_\_

D. Previous Employers Dates Job Title

Multnomah County 1956-1994 Administrative

Division of Planning Assistant

CONTACT: DELMA FARRELL

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

BOARDS AND COMMISSIONS

E. Please list all current and past volunteer activities.

Name of Organization	Dates	Responsibilities
NAIC	1984-Present	Director
Portland Police	1994-Present	Member
Sunshine Division		
Oregon State Bar	1995-Present	Non-Lawyer Member Fee Arbitrator Program

F. Please list all post-secondary school education.

Name of School	Dates	Responsibilities

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

Janet Hallmark	13480 SE 132nd, Clackamas	698-4889
TA Nelson	700 SE 39th Avenue	233-1106

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

None

I. Affirmative Action Information

F White  
sex/racial ethnic background

Birth date: Month 08 Day 23 Year 1934

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

Signature *Shirley Paulsen* Date 4/15/95

Meeting Date: JUN 0 8 1995

Agenda No.: C-2

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

AGENDA PLACEMENT FORM

SUBJECT: Appointment

BOARD BRIEFING: Date Requested:  
Amount of Time Needed:

REGULAR MEETING: Date Requested: 6/8/95  
Amount of Time Needed: Consent Agenda

DEPARTMENT: Nondepartmental

DIVISION: Chair's Office

CONTACT: Delma Farrell

TELEPHONE: X-3953  
BLDG/ROOM: 106/1515

PERSON(S) MAKING PRESENTATION:

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Appointment of Robert L. Norton, M.D. to the Resource Hospital position on the EMS Medical Advisory Board. Three year term ending 6/30/98.

SIGNATURES REQUIRED:

ELECTED OFFICIAL:

*Beverly Stein*

OR

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

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

forms\apf.doc

CLERK OF  
JULY 6 1995  
1995 MAY 30 AM 10:11  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

## BOARDS AND COMMISSIONS

### INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

Medical Advisory Board

- B. Name

Robert L. Norton, M.D.

Address

2285 SW Seymour Drive

City

Portland

State

OR

Zip

97201

Do you live in \_\_\_\_\_ unincorporated Multnomah County or ☒ a city within Multnomah County.

Home Phone

244-4598

- C. Current Employer

Oregon Health Sciences University

Address

Department of Emergency Medicine

City

Portland

State

OR

Zip

97201

Your Job Title

Physician

Work Phone

444-7001

(Ext)

Is your place of employment located in Multnomah County? Yes ☒ No \_\_\_\_\_

- D. Previous Employers

Date

Job Title

CONTACT:

MULTNOMAH COUNTY CHAIR

E. Please list all current and past volunteer/civic activities.

Name of Organization	Dates	Responsibilities
Medical Advisory Board	1990 - 1994	

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
Dartmouth Medical School	1973-77	MD
Dartmouth College	1969-73	

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

John Moorhead MD	494-6046
Jon Tui MD	494-7005

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


I. Affirmative Action Information

M  
 sex / racial ethnic background  
 birth date: Month 5 Day 20 Year 52

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

Signature Robert Norton Date 5/9/95

born  
 6/83



# Multnomah County Sheriff's Office

JOHN BUNNELL  
SHERIFF

12240 N.E. GLISAN ST., PORTLAND, OREGON 97230

MEETING DATE JUN 08 1995 (503) 255-3600

AGENDA NO. C-3

(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

Subject: CHANGE OF OWNERSHIP APPLICATION

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

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

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

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

DEPARTMENT Sheriff's Office

DIVISION \_\_\_\_\_

CONTACT Sergeant Bob Barnhart

TELEPHONE 251-2431

BLDG/ROOM # 313/115

PERSON(S) MAKING PRESENTATION: Sergeant Barnhart

### ACTION REQUESTED:

( ) INFORMATIONAL ONLY ( ) POLICY DIRECTION (x) APPROVAL ( ) OTHER

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

ENCLOSED IS A CHANGE OF OWNERSHIP APPLICATION FOR HAGAR'S AT VIKING PARK, 29311 SE STARK, TROUTDALE, OR 97060. NO PERTINENT CRIMINAL HISTORY HAS BEEN FOUND ON THE APPLICANT; WILLIAM J. SULLIVAN.

*6/8/95 ORIGINAL to Sgt. Bob Barnhart*

SIGNATURES REQUIRED:

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

OR

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

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

Any questions call the Office of the Board Clerk, 248-3277/248-5222

Host of National Sheriff's Association Convention - June 16 - 19, 1996

BOARD OF  
COUNTY COMMISSIONERS  
1995 MAY 31 PM 1:13  
MULTNOMAH COUNTY  
OREGON

## APPLICATION

STATE OF OREGON  
OREGON LIQUOR CONTROL COMMISSION

Return To:

## GENERAL INFORMATION

A non-refundable processing fee is assessed when you submit this completed form to the Commission (except for Druggist and Health Care Facility Licenses). The filing of this application does not commit the Commission to the granting of the license for which you are applying nor does it permit you to operate the business named below.

(THIS SPACE IS FOR OLCC OFFICE USE)	(THIS SPACE IS FOR CITY OR COUNTY USE)
<p>Application is being made for:</p> <p> <input type="checkbox"/> DISPENSER, CLASS A  <input type="checkbox"/> DISPENSER, CLASS B  <input type="checkbox"/> DISPENSER, CLASS C  <input type="checkbox"/> PACKAGE STORE  <input type="checkbox"/> RESTAURANT  <input checked="" type="checkbox"/> RETAIL MALT BEVERAGE  <input type="checkbox"/> SEASONAL DISPENSER  <input type="checkbox"/> WHOLESALE MALT  <input type="checkbox"/> BEVERAGE &amp; WINE  <input type="checkbox"/> WINERY </p> <p>OTHER: <u>APPLIC. REC'D 4.10.95; 90 DAY AUTH. ISSUED; \$152.50 PAID; RECEIPT #2736</u> <u>James H. Steiner</u></p>	<p>NOTICE TO CITIES AND COUNTIES: Do not consider this application unless it has been stamped and signed at the left by an OLCC representative.</p> <p>THE CITY COUNCIL, COUNTY COMMISSION, OR COUNTY COURT OF <u>MULTNOMAH COUNTY</u> (Name of City or County)</p> <p>RECOMMENDS THAT THIS LICENSE BE: GRANTED <u>X</u> DENIED</p> <p>DATE <u>JUNE 8, 1995</u></p> <p>BY <u>Beverly Stein</u> (Signature)</p> <p>TITLE <u>BEVERLY STEIN, COMMISSION CHAIR</u></p>

**CAUTION:** If your operation of this business depends on your receiving a liquor license, OLCC cautions you not to purchase, remodel, or start construction until your license is granted.

- Name of Corporation, Partnership, or Individual Applicants:
  - RUSTIC INN CORP
  - 
  - 
  - 
  - 
  -
- Present Trade Name HABER'S AT VIKING PARK
- New Trade Name \_\_\_\_\_ Year filed \_\_\_\_\_  
with Corporation Commissioner
- Premises address 29311 S.E. STARK TROUTDALE OR MULT 97060  
(Number, Street, Rural Route) (City) (County) (State) (Zip)
- Business mailing address SAME  
(P.O. Box, Number, Street, Rural Route) (City) (State) (Zip)
- Was premises previously licensed by OLCC? Yes ☒ No ☐ Year 95
- If yes, to whom: HABER'S VIKING PARK Kurt Jensen Type of license: RMB
- Will you have a manager: Yes ☐ No ☒ Name William J. Sullivan  
(Manager must fill out Individual History)
- Will anyone else not signing this application share in the ownership or receive a percentage of profits or bonus from the business? Yes ☐ No ☒
- What is the local governing body where your premises is located? TROUTDALE  
(Name of City or County)
- OLCC representative making investigation may contact: William J. Sullivan  
(Name)  
8950 S.W. MIRA LN Port OR 97225 297-3462 - 227-3883 - 667-949  
(Address) (Tel. No. — home, business, message)

**CAUTION:** The Administrator of the Oregon Liquor Control Commission must be notified if you are contacted by anybody offering to influence the Commission on your behalf.

Applicant(s) Signature  
(In case of corporation, duly  
authorized officer thereof)

1) Wm. J. Sullivan

2) \_\_\_\_\_

3) \_\_\_\_\_

4) \_\_\_\_\_

5) \_\_\_\_\_

6) \_\_\_\_\_

DATE

4/8/95

EXHIBIT A

MEETING DATE: JUN 0 8 1995

AGENDA NO: C-4

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Children's Services Division Intergovernmental Agreement

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

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

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

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

DEPARTMENT/OFFICE: \_\_\_\_\_ DIVISION: Juvenile Justice Services

CONTACT: Alandria Taylor TELEPHONE #: 3968

BLDG/ROOM #: 311/JJS

PERSON(S) MAKING PRESENTATION: Joanne Fuller, Deputy Manager

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL ☐ OTHER

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

This \$743,781 Intergovernmental Revenue Agreement continues Juvenile Justice Services downsizing agreement with the State Children's Services Division, effective July 1, 1995 to June 30, 1996. It continues the Division's ability to provide evaluation and diagnostic services, disposition of parole violators, community services, and a process for making training school and parole placement decisions.

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

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

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

BOARD OF  
JUVENILE JUSTICE  
1995 MAY 31 AM 10:00  
MULTI-MEDIA COUNTY  
REGION

6/13/95 ORIGINALS TO ALANDRIA TAYLOR



# MULTNOMAH COUNTY OREGON

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

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

TO: Beverly Stein, Chair  
Multnomah County Board of Commissioners

FROM: Elyse Clawson, Director   
Juvenile Justice Services

DATE: May 19, 1995

RE: Ratification of an Intergovernmental Agreement between Children's  
Services Division and Juvenile Justice Services

- I. RECOMMENDATION: Juvenile Justice Services (JJS) recommends the Board's approval to continue the Intergovernmental Agreement with Children's Services Division (CSD) for fiscal year 1995-96.
- II. BACKGROUND/ANALYSIS: Multnomah County Juvenile Justice Services has participated in the State's downsizing efforts since July 1, 1990. The purpose of the diversion program is to provide evaluation and diagnostic services, disposition services to parole violators, detention back-up services, community programs, and a process for making training school placements and parole decisions.
- III. This agreement stipulates payment by CSD of \$743,781 to be paid to JJS. Additionally JJS agrees to the Discretionary Bed Space Limitation of 75 children on any given day for the term of this agreement.
- IV. Legal Issues:  
N/A
- V. Controversial Issues:  
N/A
- VI. Link to Current County Policies:  
N/A
- VII. Citizen Participation:  
N/A
- VIII. Other Government Participation:  
N/A

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 101466

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

<p style="text-align: center;"><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p style="text-align: center;"><b>CLASS II</b></p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;"><b>CLASS III</b></p> <p><input type="checkbox"/> Intergovernmental Agreement</p> <p><input checked="" type="checkbox"/> Intergovernmental Revenue Agreement</p> <p style="text-align: center;"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>C-4</u> DATE <u>6/8/95</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u> <b>BOARD CLERK</b></p>
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Department: \_\_\_\_\_ Division: Juvenile Justice Services Date: May 17, 1995

Contract Originator: Joanne Fuller Phone: 248-3460 ext 5599 Bldg/Room: 311/JJS

Administrative Contact: Alandria Taylor Phone: 248-3968 Bldg/Room: 311/JJS

Description of Contract: The Juvenile Justice Services will continue to provide evaluation and diagnostic services, disposition of parole violations, detention back-up, community programs and services, and a process for making training school placement and parole placement decisions.

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

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

<p>Contractor Name: <u>Children's Services Division</u></p> <p>Mailing Address: <u>500 Summer St. NE</u> <u>Salem, OR 97310-1017</u></p> <p>Phone: <u>(503) 945-5651</u></p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: <u>July 1, 1995</u></p> <p>Termination Date: <u>June 30, 1996</u></p> <p>Original Contract Amount: \$ <u>743,781</u></p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ <u>743,781</u></p>	<p>Remittance Address (if different) _____</p> <p>Payment Schedule <span style="float: right;">Terms</span></p> <p><input type="checkbox"/> Lump Sum \$ _____ <span style="float: right;"><input type="checkbox"/> Due on Receipt</span></p> <p><input type="checkbox"/> Monthly \$ _____ <span style="float: right;"><input type="checkbox"/> Net 30</span></p> <p><input type="checkbox"/> Other \$ _____ <span style="float: right;"><input type="checkbox"/> Other</span></p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
---	---

REQUIRED SIGNATURES: Department Manager: Date: 5-23-95

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

County Counsel: Date: 5/31/95

County Chair/Sheriff: Date: June 8, 1995

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

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCIP	AMOUNT	INC DEC IND
1	156	010	2751			2318		DN26	CS1 DN26	43,203	
2	156	010	2748			2318		DN26	CSD DN26	50,333	
3	156	010	2746			2318		DN26	CSD DN26	160,426	

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

[illegible]

INTERAGENCY/GOVERNMENTAL  
Contract Agreement

May 12, 1995

COUNTY OF MULTNOMAH  
BOARD OF COMMISSIONERS  
JUVENILE JUSTICE DIVISION  
1401 NE 68th  
PORTLAND, OREGON 97213

ATTN: Elyse Clawson

Contract log #: 5-0241 D90847

Enclosed are the two (2) copies of the new contract between the County, Juvenile Department and the State, Children's Services Division. We are requesting a swift return of this document. **All required signatures must be obtained to validate this agreement.**

Please review and note the effective date, amount, and other provisions of this contract. We believe this document accurately represents your agreement with CSD. If you have any question regarding this contract please call Adele Tabor at the CSD Business Services Office, 1 503 945 - 5658.

\* **NOTE:** Complete and sign the "Contractor Data and Certification" information required (see signature pages). This data is vital for accurate payment and IRS reporting. The Federal ID or Social Security Number is mandatory for payment. Your signature verifies this data.

Please sign and date both (2) copies of this contract. It is necessary that both copies of this document arrive back in the CSD, Business Services Office by Friday, June 16, 1995. The address is:

Children's Services Division  
Business Services Section  
Human Resource Bldg, 4th Floor  
500 Summer Street, NE  
Salem, Oregon 97310-1017.

Oregon law requires that Provider's comply with necessary insurance/Worker's Compensation coverage. If this applies to you, it is essential that this information is on file with CSD.

A copy of this document will be sent to you after the process has been completed.

Sincerely,



R. Ann Evans, Secretary  
CSD, Business Services

Enclosures

# Oregon

DEPARTMENT OF  
HUMAN RESOURCES

Human Resources Building

CHILDREN'S  
SERVICES  
DIVISION

Helping  
children  
and families



500 Summer Street NE  
Salem OR 97310-1017  
Salem - (503) 945-5651  
FAX - (503) 581-6198

STATE OF OREGON INTER-GOVERNMENTAL AGREEMENT

CSD Contract Number: 5-0241 D90847

Date: May 10, 1995

This contract is between the State of Oregon, acting by and through its Department of Human Resources, Children's Services Division, hereinafter referred to as the "Division" and **MULTNOMAH COUNTY BOARD OF COMMISSIONERS** hereinafter referred to as the "Contractor". The Division's supervising representative for this contract is **Rick Hill**.

**Effective Date and Duration:** This contract shall become effective on July 1, 1995 (or on the date at which every party has signed this contract and, when required, the Department of Administrative Services and the Department of Justice have approved this contract, whichever date is later). This contract shall expire, unless otherwise terminated or extended, on June 30, 1996. However, such expiration shall not extinguish or prejudice Division's right to enforce this contract with respect to (i) any breach of a Contractor warranty; or (ii) any default or defect in Contractor performance that has not been cured.

**Statement of Work:** The statement of services to be performed and contract provisions are contained in the following documents which are attached hereto and are by this reference made a part of this contract:

<u>Document</u>	<u>Pages</u>
SCHEDULE	6
GENERAL PROVISIONS	5
EXHIBIT I	17

**Consideration:** Division agrees to pay Contractor an amount not to exceed \$743,781.00 for accomplishment of the work, including any allowable expenses. Interim payments shall be made to Contractor as outlined in the contract document entitled SCHEDULE.

**Amendments:** The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by all required parties, including, when required, the Department of Administrative Services and the Department of Justice.

**CONTRACTOR MUST COMPLETE  
CONTRACTOR DATA AND CERTIFICATION**

NAME: (tax filing): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Social Security # or Federal Tax I.D. # \_\_\_\_\_ Phone #: \_\_\_\_\_

Citizenship: Non-resident alien ☐ Yes ☐ No

Business Designation (check one): ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Estate/Trust  
☐ Corporation ☐ Public Service Corporation ☐ Governmental/Non-Profit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to contract approval. Information not matching IRS records could subject you to 31 percent backup withholding.

I, the undersigned, agree to perform work outlined in this contract in accordance with the terms and conditions and the attachments referenced herein.

Approved by the Contractor:

Signature: \_\_\_\_\_ Title: Director Date: 5-23-95

Approved by Children's Services Division

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

Reviewed by Contracts Officer: \_\_\_\_\_ Date: \_\_\_\_\_

## SCHEDULE

4/95

CONTRACTOR: MULTNOMAH COUNTY BOARD OF COMMISSIONERS

Date APRIL 28, 1995

### SECTION A SERVICES TO BE PERFORMED

1. The Contractor agrees to provide evaluation and diagnostic services, disposition of parole violations, detention back-up, community programs and services and a process for making training school placement and parole decisions in accordance with the document entitled Exhibit I which is attached and is made a part of this contract.
2. The Contractor agrees to abide by the following Discretionary Bed Space Limitation during the term of this contract:  
No more than 75 children on any given day
3. The Contractor's diagnostic and evaluation program is responsible for completing an admissions summary approved by the Division, and for assuring the summary accompanies the youth at the time of admission to the Juvenile Corrections Assessment Center. The State may assess the Contractor a fee of \$98.00 for non-compliance with this provision. The fee will be withheld from the Contractor's next diversion check.
4. The Contractor will provide a revocation hearing in the community prior to returning a youth to a state custody bed. The close custody facility in which the youth resides must receive the report within 72 hours of the youth's arrival. The Division may assess a fee of \$55.00 for failure to comply with these provisions. The fee will be withheld from the Contractors next diversion check.
5. Counties shall submit to the Division within five (5) days a prioritized list of names of those youth in close custody who shall be released when the County exceeds its cap.
6. Contractor shall submit quarterly data on services provided to youth on forms provided by the Division (CSD 1017P). The data shall be received by the 10th of the month for each quarter (January, April, July and October).
7. A final report of the Contractor's actual expenditures and state revenue received by the county pertaining to this contract shall be submitted to the Division by the Contractor within 60 days following July 1, 1996.

### SECTION B CONSIDERATION

Paragraph 19 of the GENERAL PROVISIONS notwithstanding, the payment level stated herein is based on the level of expenditure authorized by the Division for the last quarter of the 1993-95 biennium. This contract is contingent upon enactment of the Division's 1995-1997 budget by the State Legislature. Following final approval of the Division's budget for the 1995-97 biennium, this contract may be amended or terminated, if necessary, to adjust the level of compensation to reflect the rate intended by the Legislature.

## Section B Continued

1. As consideration for the services provided by the Contractor during the period beginning July 1, 1995 and ending June 30, 1996, payment shall be subject to the provisions of ORS 293.462 (payment of overdue account charges); the Division will pay to the Contractor, by check(s), an amount not to exceed \$743,781.00; to be paid at the rate of \$61,981.75 per month.

(NOTE: Enter type of Service Code AC1 on Invoice)

2. Contractor shall not submit billings for, and Division will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this contract, the amendment must be fully effective before Contractor performs work subject to the amendment. No payment will be made for any services performed before the beginning date or after the expiration date of this contract. This contract will not be amended after the expiration date.
3. Billings: The Contractor shall utilize the CSD 1019 "Billing for Diversion Services" and the CSD 294 A or similar forms provided by the Division, for the purpose of billing for services under this contract. Billings shall be submitted by the 10th of each month to: Office of Juvenile Corrections Services, Children's Services Division, 500 Summer Street, S.E., Salem, OR 97310-1017.

SECTION C PROVISIONS SPECIFIC TO THIS CONTRACT

## 1. PROGRAM:

a. Definitions

- (1) Training School means MacLaren School for Boys, Hillcrest School of Oregon, Camp Tillamook, Camp Hilgard, Camp Florence, and Corvallis House.
- (2) Discretionary Bed Space Limitation means the maximum number of youth from a county who may reside in beds apportioned to that county based on the county risk population ages 0 to 17 years of age.

For the purposes of this contract, the youth from a county who will be counted against the Discretionary Bed Space Limitation include:

- (a) Commitment to the custody of the Division for placement at the training school by the juvenile court of jurisdiction under ORS 419.509.
- (b) Revocation of parole from the training school under provision of ORS 420.045(3).
- (c) Conviction and commitment to the custody of the Department of Corrections by an adult court after remand from juvenile court under ORS 420.011(3).

Youth placed at the training school due to administrative transfer from the Department of Corrections under ORS 420.011(2) and those youth placed in Public Safety Reserve Beds in accord with Division Administrative Rules are not counted against the Discretionary Bed Space Limitation.

- (3) Public Safety Reserve Bed Space means the category of beds in the training schools that are reserved for youth who have committed Class "A" person-to-person felonies. Such bed space is not included in a county's Discretionary Bed Space Limitation.

## Section C.1.a. Continued

- (4) Community Programs means those programs serving delinquent youth including Division diversion programs and youth care centers, as well as programs developed in accord with approved County Diversion Plans.
- b. Contractor-Client Relationship: The Contractor will establish a system through which a child and the child's parents or guardian may present grievances about the operation of the Contractor's service program. At the time arrangements are made for the Contractor's services, the Contractor will advise the child and parents or guardian of this provision. The Contractor shall notify the Division of all unresolved grievances.
- c. Services to Culturally Diverse Children and Families: Providing equal access to and maximum benefit from services for children and youth who are members of culturally diverse groups is a priority for the Division.

The Contractor shall be responsible for developing a plan to identify the steps to be taken toward becoming more culturally competent in order to more effectively serve culturally diverse youth. The plan must be received by the Division no later than December 31 of each even numbered year.

- d. Program Records, Controls, Reports and Monitoring Procedures: The Contractor agrees to maintain program records including statistical records, and to provide program records to the Division at times and in the form prescribed by the Division. The Contractor agrees to establish and exercise such controls as are necessary to assure full compliance with the program requirements of this contract. The Contractor also agrees that a program and facilities review (including meetings with consumers, review of service records, review of policy and procedures, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services) may be conducted at any reasonable time by state and federal personnel and other persons authorized by the Division.
- e. No Third Party Beneficiaries:  
Division and Contractor are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.
- f. Records Maintenance; Access:  
Contractor shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that Division and, notwithstanding section e, above, the Oregon Secretary of State's Office, the Federal Government, and their duly authorized representative shall have access to such fiscal records and to all other books, documents, papers, plans and writings of Contractor that are pertinent to this contract for the purpose of performing examinations and audits, and making excerpts and transcripts. All such fiscal records, books, documents, papers, plans, and writings shall be retained by Contractor and kept accessible for a minimum of years, except as required longer by law, following final payment and termination of this contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this contract.

## Section C.1. Continued

- g. Worker's Compensation: The Contractor, its subcontractors, if any and all employers providing work, labor or materials under this contract are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide Oregon workers' compensation coverage for all their workers who work at a single location within Oregon for more than 30 days in a calendar year.
- h. Indemnification and Insurance: Notwithstanding the Hold Harmless Provision in the General Provisions of this contract, the Contractor and the Division shall not be responsible for any legal liability, loss, damages, costs and expenses arising in favor of any person, on account of personal injuries, death, or property loss or damage occurring, growing out of, incident to, or resulting directly or indirectly from the acts or omissions of the other party under this agreement.

Both the Division and the Contractor shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering each respective party's own acts and omissions under this agreement. Contractor may satisfy these requirements in any manner allowed by ORS 30.282. The Division shall satisfy this requirement through the Liability Fund established under ORS 278.425. Such liability insurance, whatever the form, shall be in an amount not less than the limits of public body tort liability specified in ORS 30.282. In the event of unilateral cancellation or restriction by the insurance company of the Contractor's insurance policy referred to in this paragraph, the Contractor shall immediately notify the Division verbally and in writing.

The insurance policies, except the fidelity bond, required for performance of this contract shall name the State of Oregon, its Department of Human Resources, Children's Services Division, including its officers and employees as additional insured, **but only with respect to** acts or omissions of the Contractor, its officers, subcontractors, employees or agents under this contract. Each policy shall contain a severability of interest clause.

As evidence of the insurance coverage required by this contract, and prior to the execution of this contract, the Contractor shall furnish certificate(s) of insurance to Children's Services Division, ATTN: Contracts Manager, at 500 Summer Street, N.E., 4th floor, Salem, OR 97310-1017. The certificate form to be completed by the Contractor's insurer and bonding company will be maintained in the Division's file of this contract.

There shall be no cancellation, material changes, or failure to renew such insurance policy (policies) without 30 days prior written notice to the Division.

2. PAYMENT

- a. Definitions
  - (1) Allowable Costs are those costs which are reasonable and necessary for delivery of services herein contracted, determined in accordance with the Office of Management and Budget (OMB) Circular A-122 as revised.
  - (2) Restricted Funds are Division funds, including any interest accrued thereon, expendable only for costs identified in the budget document contained in the Contractor's approved Diversion Plan.

## Section C.2. Continued

- (3) Surplus Funds are that excess of restricted Division funds remaining after approved expenses have been deducted.
  - (4) Administrative Costs are those support service costs incurred in provision of the services required by this contract by County government organizational units other than the juvenile department. Included in administrative costs are such things as payroll administration costs, accounting services, and indirect overhead expenses.
- b. It is agreed that the amount to be paid under this contract may be changed by the Division as the result of Legislative action. The Division shall provide the Contractor written notice of any such change in payment.
  - c. Payment will be made by the Division to the Contractor, on or before the 1st of the month following the month in which services are provided, subject to receipt of the billing described in Billing, below.
  - d. Cost Allocation Plan The Contractor will provide the Division with a written Cost Allocation Plan covering the handling and distribution of indirect costs no later than 90 days from the start of this agreement period.
  - e. The funds paid by the Division to the Contractor under this contract are restricted funds. This contract will be administered under Federal guidelines and regulations, and will be in compliance with Federal Cost and Audit requirements which are stipulated in OMB Circulars A-122 and A-133. The Contractor agrees to expend the agreement funds strictly in accordance with the applicable regulations.
  - f. It is agreed that the Contractor may not expend more than 7.5% of the funds paid under this contract for administrative costs in support of the provision of the services required by this contract.
  - g. Federal Requirements under Circular A-128 or A-133; Under Federal rules and regulations, if in a single fiscal year an agency receives \$25,000 or more collectively of Federal financial assistance from any number of sources, including the Division, the agency is required to have an audit conducted by an independent auditor in accord with applicable laws and regulations covered by Circulars A-128 and A-133. It is the responsibility of the Division to monitor results of the agency's audit to determine that the agency has expended the Federal funds in accordance with applicable law and regulations, and that the independent audits have met the requirements covered by Circulars A-128 and A-133.

By the end of the month of August each year the Division shall notify the contractor of the amount of Federal funds received from the Division. When an A-128 or A-133 audit is required, a copy of the independent audit, together with a statement of revenues and expenses reported on a functional basis, the required opinion assurances, and the auditor's letter of recommendations shall be sent to the Division no later than 90 days after completion by the Contractor.

- g. When an independent audit is performed, a copy of the audit, together with a statement of revenue and expenditures reported on a functional basis, the required opinions, assurances and the Auditors letter of recommendations shall be sent to the Division no later than 60 days after completion of the audit.

## Section C.2. Continued

- h. The Division reserves the right to periodically audit and review the actual expenses of the Contractor for the following purposes:
- (1) To document the relation between the Contractor's budget contained in the approved Diversion Plan and the amounts spent by the Contractor.
  - (2) To assure that the Contractor's expenses are in accordance with applicable State regulations on allowable costs.

To assure that the Contractor's expenses are in accordance with Federal OMB Circulars A-122, A-128, and A-133 as applicable, on allowable costs. If it is determined from the Contractor's expense statements or the audits referred to above that the Contractor has made expenditures from the funds under this Contract for costs which are not allowable under the contract or have not been approved by the Division, the Contractor agrees to promptly refund the moneys so expended to the Division upon request.

- i. If it is determined, from the Contractor's expense statements or the audits referred to above, that funds remain at the end of the contract term after approved expenses have been deducted from restricted funds paid under this contract, such funds shall remain restricted and used to provide services during the subsequent contract periods. A plan for expenditures of carry-over funds must be submitted to the Division at the same time the budget plan for the subsequent contract period is submitted.

The Contractor agrees that if this contract is terminated prior to the contract term ending date, or if immediately following expiration of this contract the Division and the Contractor do not enter into a subsequent contract for the services herein contracted, the Contractor will promptly refund these surplus restricted funds.

- j. If the Contractor fails to comply with the provisions of Sections d. through i. above, the Division may invoke the remedies available to it under General Provision clauses entitled, "Termination" and "Recovery of Overpayments."

- k. Fiscal Responsibility, Records, Controls, Reports and Monitoring Procedures: The Contractor agrees to establish and exercise such controls as are necessary to assure full compliance with federal regulations and the Division's guidelines on allowable use of funds paid by the Division under this contract.

The Contractor agrees to collect financial statistics on a regular basis and to make financial reports at times and in the form prescribed by the Division.

GENERAL PROVISIONS

1. Government Employment Status - If payments under this contract are to be charged against federal funds, the Contractor certifies that it is not currently employed by the federal government.
2. Payments under this Contract - Contractor will be responsible for any federal or state taxes applicable to any compensation or payments paid to Contractor under this contract. Contractor will not be eligible for any benefits from these contract payments of Federal Social Security, unemployment insurance, or workers' compensation, except as a self-employed individual.
3. Compliance with Applicable Law, Licensing and Program Standards - The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work under this contract, including those in the ADDENDUM TO GENERAL PROVISIONS which is attached hereto and by this reference made a part hereof. Contractor agrees that the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555 shall apply to and govern the performance of this contract. Contractor shall comply with all applicable state, county and municipal standards for licensing, certification and operation of required facilities, shall maintain any applicable professional license or certificate required to perform the services described in this contract, and shall comply with any other standards or criteria described in this contract.
4. Safeguarding of Client Information - The use or disclosure by any party of any information concerning a recipient of services purchased under this contract for any purpose not directly connected with the administration of the Division's or the Contractor's responsibilities with respect to such services is prohibited except on written consent of the Division, or if the Division is not the recipient's guardian, on written consent of the recipient's responsible parent, guardian or attorney.
5. Equal Rights - The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336), including Title II of that Act, ORS 659.425, and all regulation and administrative rules established pursuant to those laws.
6. Access to Records - The Division, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purpose of making audits, examinations, excerpts, copies and transcriptions. The Contractor agrees to include this provision in any subcontracts which may be authorized.
7. Retention of Records - The Contractor agrees to retain all books, records, and other documents relevant to this contract for three years after final payment is made under the contract or all pending matters are closed, whichever is later. If an audit, litigation or other action involving the contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.
8. Subcontracting - Unless subcontracting is authorized elsewhere in the contract, the Contractor shall not enter into any subcontracts for any of the work contemplated under this contract without obtaining prior written approval from the Division, which approval shall be attached to the original contract. Prior written approval shall not be required for the purchase by the Contractor of articles, supplies and services which are incidental to the provision of residential care and related services under this contract but necessary for the performance of such work (e.g. facilities maintenance). Approval by the Division of a subcontract shall not result in any obligations to the Division in addition to the agreed rates of payment and total consideration. Any subcontracts which the Division may authorize shall contain all requirements of this contract, and the Contractor shall be responsible for the performance of the subcontractor.

9. Force Majeure - Neither the Division nor Contractor shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, acts of God and war which is beyond respectively, the Division's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the contract.

10. Termination

a. This contract may be terminated by mutual consent of both parties, or by the Division upon 30 days' written notice to Contractor, delivered personally or by certified mail.

b. The Division may also terminate this contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the Division, under any of the following conditions:

1) If Division funding from state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services as required in this contract. The contract may be modified to accommodate the change in available funds.

2) If state laws, regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.

3) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this contract is for any reason denied, revoked, suspended, not renewed or changed in such a way that the Contractor no longer meets requirements for such license or certificate.

Termination under (this) paragraph a. and b. shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination.

c. Contractor's timely and accurate performance in accordance with the requirements and delivery schedule set forth in this contract is of the essence of this contract. The Division, by written notice to the Contractor, may immediately terminate the whole or any part of this contract under any of the following conditions:

1) If the Contractor fails to provide services called for by this contract within the time specified or any extension thereof.

2) If the Contractor fails to perform any of the other requirements of this contract or so fails to pursue the work so as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the Division specifying such failure, the Contractor fails to correct such failure within 15 calendar days or such other period as the Division may authorize.

If the contract is terminated under this paragraph., the Division's obligations shall be limited to payment for services provided in accordance with the contract prior to the date of termination, less any damages suffered by the Division. The rights and remedies of the Division in this section related to defaults (including breach of contract) by the Contractor shall not be exclusive and are in addition to many other rights and remedies provided to the Division by law or under this contract.

11. Enforcement of Contract - The passage of the contract expiration date shall not extinguish or prejudice the Division's right to enforce this contract with respect to any default or defect in performance that has not been cured.

12. Waiver of Default - The failure of the Division to enforce any provision of this contract shall not constitute a waiver by the Division of that or any other provision.

13. Severability - The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

14. Dual Payment - Contractor shall not be compensated for work performed under this contract by any other agency of the State of Oregon.

15. Fees Prohibited - The Contractor will not impose or demand any fees from any person or agency for services provided and paid for under this contract, unless the fees have been approved in advance by the Division.

16. State Tort Claims Act - Contractor is not an officer, employee, or agent of the state as those terms are used in ORS 30.265.

17. Hold Harmless Provision - Contractor shall defend, save and hold harmless the State of Oregon, the Department of Human Resources, the Division and their officers, agents and employees from all claims, suits or actions of whatsoever nature resulting from or arising out of the activities of the Contractor or its subcontractors, agents or employees under this contract, including failure of contractor to comply with the nondiscrimination requirements of section 5.

18. Assignment of Contract - Successors in Interest - The Contractor shall not assign or transfer its interest in this contract without prior written approval of the Division which shall be attached to the original contract. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the Division may deem necessary. No approval by the Division of any assignment or transfer of interest shall be deemed to create any obligation of the Division in addition to the agreed rates of payment and total contract consideration. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

19. Funds Available and Authorized - The Division certifies that at the time the contract is written that sufficient funds are authorized and available for expenditure to finance costs of this contract within the Division's current appropriation or limitation.

20. Recovery of Overpayments - If billings under this contract, or under any other contract between the Contractor and the Division, result in payments to the Contractor to which the Contractor is not entitled, the Division, after giving written notification to the Contractor, may withhold from payments due to the Contractor such amounts, over such periods of time, as are necessary to recover the amount of the overpayment.

21. Other Agency Approvals - If the amount of this contract, including all amendments thereto, exceeds \$25,000, approval for legal sufficiency by the Attorney General is required. If this contract provides for the provision of professional service to the benefit of the Division and is not exclusively for the benefit of Division clients or other third party entities, approval by the Executive Department is required. All such approvals, when required, shall be obtained before any work may begin under this contract.

22. Controlling State Law - The provisions of this contract shall be construed and enforced in accordance with the provisions of the laws of the State of Oregon. Any action or suit involving any question arising under this contract must be brought in the appropriate court of the State of Oregon.

23. Ownership of Work Product - All work products of the Contractor which result from this contract are the exclusive property of the Division.

24. Equal Employment Opportunity - If this contract, including amendments, is for more than \$10,000, then Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). OMB Circular A - 102, ¶ 14.c.

25. Clean Air, Clean Water, EPA Regulations - If this contract, including amendments, exceeds \$100,000 then Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Division and to the U.S.E.P.A. Assistant Administrator for Enforcement (EN-329). All subcontracts, including amendments, which exceed \$100,000 shall include this language. OMB Circular A-102, ¶ 14.i.

26. Energy Efficiency - Contractor shall comply with applicable mandatory standards and policies relating to energy efficiency which are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-165). OMB Circular A-102, ¶ 14.j.

27. Truth in Lobbying - The Contractor certifies, to the best of the Contractor's knowledge and belief that:

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

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

c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

d. The undersigned is solely responsible for all liability arising from a failure by the undersigned to comply with the terms of this certification. Additionally, the undersigned promises to indemnify the Division for any damages suffered by the Division as a result of the undersigned's failure to comply with the terms of this certification.

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

28. Merger Clause - THIS CONTRACT WHICH INCLUDES ALL ATTACHED OR REFERENCED EXHIBITS, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES AND WHEN REQUIRED THE EXECUTIVE DEPARTMENT AND DEPARTMENT OF JUSTICE. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

## ADDENDUM TO GENERAL PROVISIONS

### CONTRACTOR AGREES TO BE IN COMPLIANCE WITH APPLICABLE LAW:

279.312 Conditions of public contracts concerning payment of laborers and materialmen, contributions to Industrial Accident Fund, liens and withholding taxes. Every public contract shall contain a condition that the contractor shall:

- (1) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.
- (2) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
- (3) Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

279.314 Condition concerning payment of claims by public officers. (1) Every public contract shall also contain a clause or condition that, if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the state, county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract.

- (2) The payment of a claim in the manner authorized in the section shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.

279.316 Condition concerning hours of labor. (1) Every public contract shall also contain a condition that no person shall be employed for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases; except in cases of contracts for personal services as defined in ORS 279.051, the laborer shall be paid at least time and a half pay for all overtime in excess of eight hours a day and for work performed on Saturday and on any legal holiday specified in ORS 279.334.

- (2) In the case of contracts for personal services as defined in ORS 279.051, the contract shall contain a provision that the laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime.

279.320 Condition concerning payment for medical care and providing workers' compensation. (1) Every public contract shall also contain a condition that the contractor shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all moneys and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

- (2) Every public contract also shall contain a clause or condition that all employers working under the contract are subject employers that will comply with ORS 656.017.

### RECYCLING

As required by ORS 279.555, in the performance of this contract the Contractor shall use, to the maximum extent economically feasible, recycled paper.

# Exhibit 1

## Multnomah County Plan

(17 Pages)

**1. Describe predispositional evaluation services including assessment of educational/vocational needs for youth that are at risk of commitment to the State Training Schools.**

A. COURT SUMMARY: (Attachment A) The court summary is the basic document used in all court hearings to assist the Judge in determining the outcome of a dispositional hearing. This is a standard document for all Probation Counselors in communicating pertinent information to the Judge or Referee.

B. OFFENSE SPECIFIC CASE MANAGEMENT REPORT: (Attachment B) This report is used on all youth who are placed on probation by the Multnomah County Juvenile Justice Division. This report outlines problem areas as well as goals the Probation Counselor intends to achieve during the probationary period with their client.

C. ASSESSMENT, INTERVENTION, TRANSITION PROGRAM (AITP) REPORT: (Attachment C) Youth with a high potential for commitment to the State Training Schools are served through the AITP program. This 30-day program evaluates youth from a closed custody, group living perspective. The program includes a school component, over 100 group and individual sessions, mental health resources, and other services as identified for each youth during the evaluation period.

D. PSYCHOLOGICAL EVALUATIONS: As youth appear to need psychological evaluations and as Counselors gather information which may warrant a third party formal assessment, this resource is utilized. These are typically conducted by a third party professional under contract with the Juvenile Justice Division.

E. OTHER REPORTS PRESENTED TO THE COURT: In addition to the above formal evaluation tools, other information from various agencies (i.e. CSD, school counselors, Drug and Alcohol Counselors, social service agencies) is contained in a youth's "social file". This file offers supporting and collateral information which plays an integral role in supporting recommendations to the Court.

**2. Describe the County's plan to complete the standard diagnostic and evaluation information requested in Section 2.2, B. for youth to be placed at the training school or camp.**

The Multnomah County Juvenile Court and Juvenile Court Assessment Center (JCAC) at MacLaren have come to an agreement that the Court Summary (Attachment A), accompanied by the Admission Summary (Attachment E) will serve JCAC requirements for admission to the state training schools. These documents are accompanied by pertinent police reports, AITP summaries, and psychological evaluations in the social file. This information assists MacLaren and Hillcrest staff in placing the youth in the most appropriate program to meet their needs. The Admission's summary includes suggestions by the Probation Counselor as to which program they believe will best meet the identified needs of the youth.

Additionally, because Multnomah County is participating in the House Bill 3438 Pilot Project, the Juvenile Justice Division has available a Transition Coordinator who participates in Close Custody Review Board Hearings for each Multnomah County youth. The Transition Coordinator works with staff at the State Training Schools and camps to transition youth from close custody placements into community placements. This approach allows for juvenile parole services to be coordinated between State and County assuring both a consistency and continuity of services. This participation leads to increased input from all parties in an effort to better meet the needs of the youth.

**3. How disposition of parole violators (parole revocations) will be handled.**

Parole revocation hearings (Attachment E) are heard by the Supervisor of the Adjudication Unit at the Juvenile Justice Division. In his absence, the Lead Worker of the Adjudication Unit serves as the Administrative Hearings Officer.

These hearings are held when a parole officer seeks to bring a parolee before the Administrative Hearings Officer for any parole violation. The hearings are taped and held under the standards of Morrissey v. Brewer established in 1972. These hearings are scheduled within 24 working hours if the youth is held in detention, but will be scheduled at a parole officer's request if the youth is placed in the community.

If it is determined a parole violation has occurred, the Administrative Hearings Officer may decide to impose sanctions ranging from a warning, to a community sanction (community service), to detention at the Donald E. Long Home, to revocation of parole and return to the training school. However, because of the continuing cap problems, Multnomah County is currently housing most youth that would customarily be revoked to MacLaren at the Donald E. Long Home pending adjudication.

**4. Describe the type of community programs that the County will use to maintain its training school capacity.**

The Division's comprehensive gang model offers a multitude of resources targeted at addressing the needs and integrating a diverse continuum of services for this population. Contained within all program alternatives are the following objectives:

- Address internal/external communication between the Division, community placement resources, and law enforcement relative to youth gang members under the Court's jurisdiction;
- Increase the Division's ability to implement gang intervention strategies, programs and activities, particularly in conjunction community based and law enforcement agencies charged with dealing with the population;
- Develop coordinated services and treatment plans that are gang specific and focus on decreasing involvement in illegal gang activities and behavior;
- Develop and implement gang-specific intervention curriculum that focuses on reducing gang involvement, and maximize community resources in providing positive alternatives to gangs;
- Develop and implement specific intervention/curriculum for gang involved youth held in detention facilities.

**ALTERNATIVES TO SECURE CUSTODY**

**I. INTERNAL DIVISION RESOURCES**

**A. Gang Resource Intervention Team (GRIT)**

The Gang Resource Intervention Team (GRIT) continues to be a cornerstone in the service delivery continuum for gang-involved youth and their families. The specialized probation services unit provides Intervention Services (Violence Reduction Programming, Family Empowerment through Intensive Counseling Services, Recreational Programming, Accountability-centered Programming) as well as Community Capacity Building Services through Training and Organizational Development. As a result of GRIT's ability to offer smaller, specialized caseloads, youth and families are provided with intensive, proactive service delivery activities.

The expansion of the GRIT service delivery activity to Southeast Portland in 1992 will continue to enable youth and their families in this community to participate in Family Empowerment and Probation Orientation activities which have enhanced the ability of parents to effectively work with their children.

With violent crime continuing to be a focus, this critical service delivery component will enhance the Juvenile Justice Division's ability to offer efficient and effective alternatives to secure custody.

**B. Assessment, Intervention, Transition Program (AITP)**

The AITP is a secure detention program located at the Multnomah County Juvenile Detention Facility. The facility, including AITP, is overseen by the JJD Director, the Detention Superintendent, the Program Administrator and the Program Supervisor.

The Mission Statement of AITP is as follows:

Provide each youth with a multi-disciplinary behavioral and mental health assessment of strengths and needs;

Stabilize the youth's behavior and continue the process toward skill development and treatment needs;

Facilitate the transition of youth to appropriate community resources.

AITP is composed of the following components:

Social skills development;  
Behavioral management;  
Cognitive restructuring;  
Mental health assessment, intervention and treatment;  
Transition and placement facilitation;  
Family services;  
Alcohol and drug services and  
Security/safety policies and procedures;

AITP is a highly structured program that incorporates a multi-disciplinary "team approach" into their program objectives. Youth are held to a strict accountability for their participation and involvement in the program. AITP operates 7 days a week (7:00 am - 10:00 pm) and a "typical" 30-day stay would generally be comprised of the following program elements:

- A maximum of 35 Counseling Groups
- A maximum of 100 Skill Building Groups
- A multitude of individual counseling/skill building sessions
- Daily classroom education provided through Multnomah ESD
- 2 or more Family/Transition Meetings
- An extensive written and verbal debriefing of behavioral intervention
- Personal accountability and ongoing participation in the program's student governmental milieu.
- A comprehensive multi-disciplinary assessment is done which supports an ongoing safe and successful placement within the community upon the youth's release from the program.

The following table reflects the demographic breakdown of the youth served during the period January through December 1994:

1994 DEMOGRAPHIC BREAKDOWN

Total Youth Served = 188	
Female	19%
Male	81%
Asian	9%
Afro-American	34%
Hispanic	4%
Nat American	3%
Caucasian	49%
Other	1%
13-14 years	28%
15-16 years	48%
17+ years	23%

Additionally, statistics have been gathered regarding referral numbers and types of referrals following release from AITP.

- During 1994 (Jan-Dec), 188 unique youth were admitted to AITP
- 114 youth had referrals following their release from AITP which consisted of the following:
  - 21 Felony Referrals (3 youth referred to Adult Court and 9 youth committed to the State Training Schools)
  - 25 Misdemeanor Referrals
  - 31 Status, Ordinance, Violence
  - 37 Referrals to the Court with NO allegations of a law violation

### C. Close Supervision

As a pre-adjudicatory detention alternative, upon order of the Court, the Division may conditionally release a youth, who otherwise is eligible for detention. Close Supervision is a program that supervises in the community, youth who have been released on conditions either to a family member or other appropriate care giver. The court considers the least restrictive means to assure that a youth will attend their trial and not pose a risk to themselves or the community during the time they are awaiting trial. The Close Supervision Program provides a basic package of conditions to help ensure these ends. Additionally, our program helps monitor House Arrest and Electric Monitoring when the court decides these conditions necessary. The program maintains a daily phone call check-in and unannounced visits to the home to keep tabs on each youth assigned to the program.

These statistics represent the youth in our program who were successful and attended their trial or were placed back in detention for violations, there by assuring their attendance at trial.

The youth not represented in these numbers are those who failed to appear at trial or at Close Supervision Review and were placed on warrant status.

	Jul	Aug	Sept	Oct	Nov	Dec	Total
Close Supervision Review	8	2	4	2	3	2	21
Held	20%	5%	8%	5%	7%	5%	10%
Prelim	1	2	2	4	5	3	17
New Charge	3%	5%	4%	10%	11%	8%	8%
Hearing	13	28	25	29	21	20	136
	30%	60%	46%	80%	46%	46%	66%
Dismissed	6	4	2	1	4	3	20
	14%	9%	4%	2%	9%	8%	10%
Treatment	3	1	1	0	4	2	11
Placement	8%	2%	2%		9%	5%	5%
Total	31	37	34	36	37	30	205
	75%	81%	64%	97%	82%	72%	148%
CS/HA Total	43	47	54	36	46	43	269

D. Electronic Monitoring Program

When the Court decides that Close Supervision and House Arrest will not sufficiently monitor a youth, the Court can order the youth be released on Electronic Monitoring. This equipment can give us immediate feed back on violations of conditions regardless of the level of adult supervision. We contract through Clackamas County for five units and the computer monitoring of these units through their Electronic Surveillance Program. Our Close Supervision staff still maintain personal and phone contact with these clients and we are responsible to report to the Court, any violations during the release. Use of Electronic Monitoring is restricted at this time for youth awaiting trial on unadjudicated matters.

E. Detention Alternative Program

The Detention Alternative Program runs a work crew during work days for juveniles that are court ordered to complete Community Service in lieu of detention time. This program is also used as a sanction alternative for juveniles who have violated their probation and would otherwise be placed in detention. The Division also operates a Saturday Work Program with two work crews to increase the availability of this option.

H. Street Law

Street Law is a law-related education program designed to increase the ability of youth to think critically and to identify and learn the responsibilities incurred in being a law abiding citizen. Street Law curriculum is taught to youth on probation who have been gang identified, to youth participating through a diversion program, and to youth in a middle school setting.

Selected youth from the GRIT are referred for the probation Street Law program. The course lasts twelve weeks and culminates in a "mock" trial and an award ceremony.

Gang youth are also served in an abbreviated Street Law program through AITP. The Street Law Coordinator has developed course work which addresses a shorter duration of services.

The last two areas, diversion and middle school youth, have been served at the request of the community and as a pilot project with youth not as deeply involved in the juvenile justice system. (See attachment )

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## II. COMMUNITY BASED DIVISION RESOURCES

### A. DePaul Treatment Center and Mainstream

These two agencies provide drug and alcohol outpatient treatment services, assessments, individual/group/family counseling and urinalysis testing to gang youth transitioning from the State Training Schools back into the community. Mainstream were acquired through an amended Intergovernmental Agreement (FY 1994/95) in which the agencies/programs that were specifically named as services to gang designated youth through CSD were now named as sub-components of the Multnomah County Juvenile Justice Division. Thus, the "Gang Transition Services" component was incorporated into JJD's agreement with CSD.

### B. Catholic Community Services

Catholic Community Services is another program that was acquired due to the CSD Intergovernmental Agreement. Catholic Community Services provides services, individual, group and family services to "Gang" designated youth and their families as they transition from the State Training School back into the community. The target population for this provider is the Asian community. Catholic Community Services is very successful in their outreach and treatment with this particular culture.

### C. Early Service and Intervention - (ESI)

ESI provides screening, referral, and client tracking services for alcohol and drug affected delinquent youth. Clients are usually referred through their court or occasionally referrals are made through CSD, an attorney, or the child himself. Youth in AITP receive a screening. A screening is designed to elicit an individual's and other drug use history, its effect on their involvement with the juvenile justice system, information regarding the client's patterns of use, social history, family dysfunction, predisposition, and cultural specificity. Additionally, referral for treatment is made after considering the child's economic resources, school involvement, and in many cases, the child is given an appointment to the proper treatment mode when they leave detention or AITP. These youth are then tracked until they engage in treatment, get off probation, or lately in several cases, go to MSB.

ESI staff does one Education/Prevention Group in the Detention Units daily (one group is served weekly). Additionally, they provide three on-going assessment groups weekly at the King Facility, JJD and the SE District Office.

By the end of March 1995, ESI will be doing one Family Support/Education group at JJD for the parents of client's currently served.

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11-13 years	34%
14-15 years	56%
16+ years	10%

The majority of youth (73%) were referred from Juvenile Court or Law Enforcement. The remaining youth (27%) were referred through school or other agencies.

The youth receive intensive services through this program. In addition to the educational components, Genesis provides a comprehensive service package including needs assessments, recreation, support services and case coordination as well.

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The relationship between the Juvenile Justice Division and the Genesis program is intended to be a healthy and rewarding one. The advocacy, instruction, and overall support program offers to the students is central to maintaining these youth in the community.

E. Portland House of Umoja

The Portland House of Umoja is a residential program for gang-involved males and females. The program utilizes a model based upon traditional African values and culture to create a supportive environment with an extended family structure. This program, modeled after the Philadelphia House of Umoja, has been in operation for nearly three years. The Portland House of Umoja accepts youth who are unable to remain at home and offers case management, employment training and support services, educational assistance, social and recreational activities, and coordination of services between the juvenile justice system, community agencies, the schools and the family. Additionally, the Portland House of Umoja conducts outreach into the community to gang-impacted youth in an attempt to offer them alternative opportunities to break away from the gang culture.

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F. Minority Youth Concerns Action Program (MYCAP)

MYCAP's program has been enlarged due to the amended agreement with CSD for the incorporation of Gang Transition Services. Therefore, in addition to providing case management and mental health counseling services, MYCAP provides residential treatment services for gang-impacted youth who are transitioning from the State Training Schools back into the community as well as outreach to youth who have previously been involved with the MYCAP program. A maximum of five youth per month are able to reside at MYCAP. The services provided to the youth include counseling for anger and behavior control, depression, grief and loss, skill building and self-esteem, social skill building and community integration. The program elements that deal specifically with the issues of self-esteem, social skills and community integration are accomplished through the mentorship program.

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the youth in functioning responsibly in the home, school and community. This is accomplished through face to face home, school, and community visits with assigned youth and their family members and other contacts as relevant, appropriate and specified.

**K. Annie E. Casey Foundation Support**

Multnomah County, through the Juvenile Justice Division, is currently working with the Annie E. Casey Foundation to develop policies and community based programs to reduce the reliance on secure custody at the Detention Facility. Through the Foundation's Detention Reform Initiative, the JJD is currently involved in the creation of a plan (See Executive Summary, attachment ) to implement changes that will increase the opportunities to place youth in the community, rather than locking them up in the County's secure juvenile facility. The planning and transition phases of the program have been completed. The implementation phase began upon the award of the funding which has been secured through June 1997.

**5. Describe backup services to be provided as described in Section 2.2, D.**

When the aforementioned community resources are not effective in addressing behavior changes or continued probation violations occur, the primary resource for the Probation Counselors is the use of detention services at the Donald E. Long facility. These services, along with the coordination of other Court sanctions, offer Probation Counselors, in conjunction with community placements, secure facility back-up services.

**6. Describe the placement decision process to be used to control placement and length of stay in the training schools. Included shall be a process for how the County shall make recommendations to the Division regarding parole of youth from the Training School.**

Placement at the State Training Schools is ordered by the Judges and Referees at the Multnomah County Juvenile Court. The Juvenile Justice Division makes recommendations to the Court about the placement and what the Division hopes to gain from such a placement. Recommendations of commitment normally note 'placement at MacLaren for drug and alcohol treatment and anger management'...or other program needs as identified.

Before the Juvenile Division Counselor makes such a recommendation to the Court he/she will have reviewed the case with their Supervisor. This case review explores any community options which may be available for the youth and explores community safety needs.

Multnomah County sends a Transition Coordinator to the State Training Schools for Close Custody Review to follow up on the plan for the youth while in close custody. The Transition Coordinator monitors the youth's progress through treatment at the training school and in conjunction with the Parole Officer. The Transition Coordinator also initiates

plans for the youth's transition back to the community some sixty days before release.

**D. Write a statement of positive results expected by the County which meet or exceed the expectations listed in Section 2.3 above. The statement should include a description of methods which will be used to evaluate the results.**

As the Juvenile Justice Division does not have absolute control over the cap, there is a working agreement between MacLaren and Hillcrest and the Juvenile Justice Division to work together to manage the cap to our mutual advantage.

Using the Transition Coordinator, who visits the campus once a week, monthly case reviews, regular contact with parole officers and parole and institution administration, we have established a list of youth who are 'next up' for leaving close custody. It is our goal to administratively manage the cap and at the same time make sure youth receive the programs, in their entirety, while in close custody.

The cap management process is monitored on a regular basis both by the Multnomah County Juvenile Justice Division and Juvenile Corrections (Parole).

Daily lists are generated by the Parole Unit showing the cap numbers. This information is shared between the parole supervisor and the Juvenile Justice Division staff and discussed several times a week.

### **Additional Information**

Attachment H illustrates the continued commitment of the Division's Director and staff to the growth of cultural diversity, both in staff hiring as well as in the operation of the Division. This plan represents the dedication of the organization as it strives to better meet the needs of the ever changing population of youth it serves.

Attachment I offers a historical representation of the last five years of commitment history at the Juvenile Justice Division. The numbers reflect youth sent to Hillcrest or Maclaren for each of the five calendar years.

### **E. The Annual Operating Budget**

The following pages reflect the annual budget as required for submission of this application. All questions should be directed to the Financial Operations Officer, Marie Eighmey (248-3550).

# CHILDREN'S SERVICES DIVISION SUPPORTED PROGRAM

COUNTY:

MULTNOMAH

Begin Date: 7/01/95

End Date: 6/30/96

APPROVED BY:

(SIGNATURE REQUIRED)

DATE:

3-7-95

AGENCY	MULTNOMAH COUNTY	PROGRAM SERVICES	SUPPORT SERVICES	TOTAL
REVENUE				
4000	Contributions/Donations			
4700	United Way			
5010	Children's Services Div.	429,557	314,224	743,781
5020	Other Gov't (attach detail)	9,574	10,270	19,844
6000	Other Income (attach detail)			
TOTAL REVENUE		439,131	324,494	763,625

EXPENDITURES				
7000	Salaries (from Salary Detail page)	119,546	193,475	313,021
7100	Employee Benefits	21,059	26,314	47,373
7200	Payroll Taxes	21,005	33,860	54,865
TOTAL PERSONNEL		161,610	253,649	415,259
PROFESSIONAL FEES				
8002	Psychological/Psychiatric	7,560		7,560
8010	Consultation (attach detail)		7,190	7,190
8013	Audit			
8014	Other Prof. Fees (attach detail)	29,709		29,709
TOTAL PROFESSIONAL FEES		37,269	7,190	44,459
SUPPLIES				
8101	Medical			
8103	Recreation/Craft			
8104	Food			
8105	Laundry/Linen etc.			
8107	Duplicating Materials			
8111	Other Supplies (attach detail)	694	17,898	18,592
TOTAL SUPPLIES		694	17,898	18,592
8200	TELEPHONE	9,381	3,457	12,838
8300	POSTAGE AND SHIPPING			

FOR THE PERIOD OF: 07/01/95 – 06/30/96  
MULTNOMAH COUNTY

ATTACHMENT B  
Budget Form 1  
Page 2

EXPENDITURES continued	PROGRAM SERVICES	SUPPORT SERVICES	TOTAL
8400 OCCUPANCY			
8401 Rent	500		500
8403 Property Insurance			
8405 Utilities			
8409 Care of Buildings/Grounds			
8413 Maintenance Supplies			
8415 Other Occupancy (attach detail)			
<u>TOTAL OCCUPANCY</u>	500	0	500
8500 RENT/MAINTENANCE OF EQUIP.	1,000		1,000
8600 PRINTING/PUBLICATION	5,825		5,825
8700 TRAVEL	11,108		11,108
8800 CONFERENCES/MEETINGS	1,100	650	1,750
8900 SPECIFIC ASST. TO IND'S			
8908 Clothing Service			
8909 Client Travel	9,601		9,601
8910 Recreation Service			
8911 Financial Assistance			
8913 Foster Care Payments			
8917 School/Education Costs	151,530		151,530
8918 Other Costs (attach detail)	19,024		19,024
<u>TOTAL SPECIFIC ASSISTANCE</u>	180,155	0	180,155
9000 ORGANIZATION DUES			
9400 MISCELLANEOUS	12,344	11,750	24,094
9500 DEPRECIATION			
9900 CAPITAL EXPENDITURES (CSD Funds, Approved by CSD)	20,145	27,900	48,045
9901 CAPITAL EXPENDITURES (NON CSD FUNDS)			
<u>TOTAL EXPENDITURES</u>	441,131	322,494	763,625

SALARY DETAIL  
(Support for Item 7000, Form 1)      Budget Form 2

me dvplan97.wk3 08-Mar-95

PROPOSED BUDGET – COUNTY DIVERSION  
FOR THE PERIOD OF: 07/01/95 – 06/30/96  
Supplemental Notes To Budget

Multnomah County Juvenile Justice Services

REVENUE		
5020	Other Gov't. Indirect cost coverage support provided by Multnomah County.	19,844

EXPENDITURES		
8002	Psychological/Psychiatric. Youth evaluations.	7,560
		<u>7,560</u>
		7,560
8010	Consultation (attach detail). Division management consulting. Computer Local Area Network consultation.	7,190
		5,165
		<u>2,025</u>
		7,190
8014	Other Prof. Fees. Drug/Alcohol early screening intervention. Electronic Monitoring, an alternative to Detentior	29,709
		24,544
		<u>5,165</u>
		29,709
8111	Other Supplies. Program operating supplies.	18,592
		<u>694</u>
		694
	Computer hardware & software supplies, monitors, printers, Network Interface cards, diskettes, printer ribbons, paper, cables.	
		<u>17,898</u>
		17,898
8200	Telephone. Pgm Svcs \$9,381 + Support Svcs \$3,457.	12,838
		<u>12,838</u>
		12,838
8401	Rent. Room, space facilities or other rentals needed for youth programs.	500
		<u>500</u>
		500
8500	Rent/Maintenance of Equipment. Typewriters & other office equipment. Computers, printers & peripheral devices.	1,000
		200
		<u>800</u>
		1,000
8600	Printing/Publication. Copying & printing of pgm and training materials	5,825
		<u>5,825</u>
		5,825

Supplemental Notes To Budget, Page 2.  
Multnomah County Juvenile Justice Services

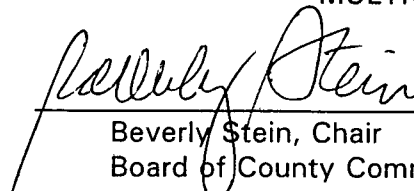
8700	Travel.		11,108
	Staff local mileage reimbursement, based upon union-negotiated vehicle maintenance at \$30/month and an add'l \$.30/mile mileage reimbursement.	<u>11,108</u> 11,108	
8800	Conferences/Meetings.		1,750
	Program staff workshops & conferences.	1,100	
	Support staff workshops & conferences.	<u>650</u> 1,750	
8909	Client Travel.		9,601
	Youth student bus tickets .	4,000	
	Maintenance on van to transport youth.	<u>5,601</u> 9,601	
8917	School/Education Costs.		151,530
	Subcontract for alternative education services.	<u>151,530</u> 151,530	
8918	Other Costs.		19,024
	Detainee clothing, toiletries, other needs.	10,128	
	Juvenile client service fund for GED registration, clothing to replace gang-identifiable colors or provide suitable wear for school or employment and other youth needs.	<u>8,896</u> 19,024	
9400	Miscellaneous.		24,094
	Program staff training.	2,770	
	Indirect Cost on program expense:		
	\$181,239 contract exp. x .7%.	1,269	
	\$228,173 remaining non-equip. exp. x 3.64%.	<u>8,305</u> 12,344	
	Support staff training.	1,480	
	Indirect Cost on program expense:		
	\$5,165 contract exp. x .7%.	36	
	\$281,159 remaining non-equip. exp. x 3.64%.	<u>10,234</u> 11,750	
9900	Capital Expenditures.		48,045
	Replacement or addition of appliances in secure custody units.	<u>20,145</u> 20,145	
	Local Area Network hardware, laser printers and personal computers/LAN network stations.	<u>27,900</u> 27,900	

INTERGOVERNMENTAL REVENUE  
AGREEMENT AMENDMENT  
State of Oregon  
Children's Services Division

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

MULTNOMAH COUNTY, OREGON

By:

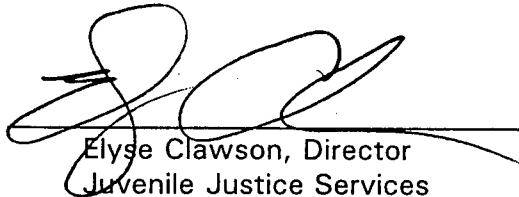


Beverly Stein, Chair  
Board of County Commissioners

Date:

June 8, 1995

By:

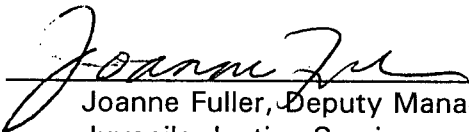


Elyse Clawson, Director  
Juvenile Justice Services

Date:

May 23, 1995

By:



Joanne Fuller, Deputy Manager  
Juvenile Justice Services

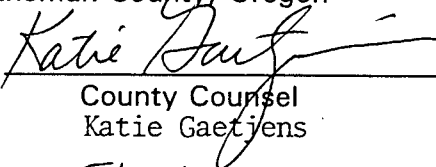
Date:

May 25, 1995

REVIEWED:

LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By:



County Counsel  
Katie Gaetjens

Date:

5/31/95

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-4 DATE 6/8/95  
DEB BOGSTAD  
BOARD CLERK

MEETING DATE: JUN 08 1995

AGENDA NO.: C-5

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental agreement with Clackamas County (Contract #200016)

BOARD BRIEFING Date Requested:

Amount of Time Needed:

REGULAR MEETING Date Requested:

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health

DIVISION:

CONTACT: Tom Fronk

TELEPHONE #: x4274

BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Tom Fronk

ACTION REQUESTED:

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

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

The Clackamas County Public Health Division will receive federal Ryan White CARE Act funds to provide case management services for persons living with HIV/AIDS.

6/13/95 ORIGINALS TO KAREN GARBER

SIGNATURES REQUIRED:

ELECTED OFFICIAL:

Or

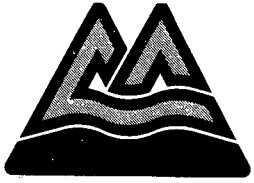
DEPARTMENT MANAGER:

Bill Odgers

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

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

BOARD OF  
COUNTY COMMISSIONERS  
1995 JUN - 1 PM 1:40  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON



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

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

## MEMORANDUM

TO: Board of County Commissioners  
FROM: *B. Odgaard* Odgaard, Director, Health Department  
DATE: May 24, 1995  
SUBJECT: Intergovernmental agreement with Clackamas County for HIV case management services

- I. Recommendation/Action Requested: The Health Department recommends Board ratification of Contract #200016 with the Clackamas County Public Health Division for the period July 1, 1995, to and including June 30, 1996.
- II. Background/Analysis: The Clackamas County Public Health Division will maintain a program of HIV case management and care services for low-income, HIV-positive persons. Services will include outreach and linkage with other agencies, providers and advocacy groups; assessments; care plans; referrals; home visits; direct assistance payments; and vouchers for medical care and support services. This agreement is funded by a Ryan White CARE Act Title II federal grant. Multnomah County is acting as the agent for disbursement of federal funds to local governments, and is processing similar agreements with Clatsop, Columbia, Tillamook and Washington Counties. This is the fourth year of funding for Clackamas County.
- III. Financial Impact: Clackamas County will receive a maximum of \$40,159. This agreement is funded by a Ryan White CARE Act Title II federal grant.
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: Continuing to cooperate with other government agencies in the provision of health care.
- VII. Citizen Participation: None
- VIII. Other Government Participation: None



MULTNOMAH COUNTY OREGON

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

Contract # 200016

Amendment #

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$25,000	<b>CLASS II</b> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>C-5</u> DATE <u>6/8/95</u> <u>DEB BOGSTAD</u> <b>BOARD CLERK</b>
---	---	--

Department Health Division \_\_\_\_\_ Date \_\_\_\_\_Contract Originator Karen Garber Phone x6207 Bldg/Room 160/8Administrative Contact Tom Fronk Phone x4274 Bldg/Room 160/7Description of Contract HIV Case Management Services

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

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Clackamas County Public Health Division (Laurie Anderson)Mailing Address 1425 Kaen RoadOregon City, OR 97045Phone 655-8471

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

Effective Date July 1, 1995Termination Date June 30, 1996Original Contract Amount \$ 40,159

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

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

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

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

Payment Schedule

Terms

☐ Lump Sum \$ \_\_\_\_\_ ☐ Due on receipt☒ Monthly \$ (invoice) ☐ Net 30☐ Other \$ \_\_\_\_\_ ☐ Other \_\_\_\_\_☐ Requirements contract - Requisition required.

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

☐ Requirements Not to Exceed \$ \_\_\_\_\_**REQUIRED SIGNATURES:**Department Manager Bill Odgaard

Purchasing Director \_\_\_\_\_

(Class II Contracts Only)

County Counsel Ratie GatzCounty Chair / Sheriff Howdy Dean

Contract Administration \_\_\_\_\_

(Class I, Class II Contracts Only)

Encumber: Yes ☐ No ☐Date 5/24/95

Date \_\_\_\_\_

Date 6/1/95Date June 8, 1995

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015	0322			6060		0371	HIV Consortia	\$40,159	
02.											
03.											

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

## HIV CASE MANAGEMENT SERVICES AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 1995, by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, (hereinafter referred as "COUNTY") and the CLACKAMAS COUNTY PUBLIC HEALTH DIVISION (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

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

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

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

1. TERM

The term of this Agreement shall be from July 1, 1995, to and including June 30, 1996, unless sooner terminated under the provisions hereof.

2. SERVICES

A. CONTRACTOR shall maintain a program of HIV case management and care services for low-income, HIV-positive persons who have no other source of payment for these services. Program activities may include:

- 1) Develop ongoing linkages with existing HIV/AIDS service providers such as the Multnomah County Health Department, Ryan White Title I-funded service agencies, and local advocacy groups.
- 2) Recruit and train local volunteers as appropriate and available.
- 3) Contact area hospitals, medical groups, social service agencies, voluntary and fraternal groups regarding the services as well as grassroots development and advocacy.
- 4) Follow consistent protocols for client referral, home visits, case management, teaching and evaluation.
- 5) Make direct assistance payments and/or purchase vouchers for medical care and support services.

B. CONTRACTOR's case management services shall include:

- 1) Initial contact and needs assessment to identify the physical, psychosocial and educational needs of client as well as home safety, nutritional status, personal care needs, need for medical follow-up and pain control.
- 2) Development of a plan of care based on assessment of needs, goals of client and resources available.
- 3) Intervention, based on plan of care which may include referral for:
  - Medication management
  - Nutritional support
  - Coordination of volunteers
  - Disease-specific education of clients and caregivers
  - Caregiver respite
  - Child care
  - Grief and loss counseling
  - Personal care decisions
  - Benefits eligibility
  - Stress reduction
  - Mental health assessments
  - Substance abuse treatment
  - Spiritual counseling
  - Emotional support to clients, partners, and family members
  - Facilitating early hospital discharge by assuring that support systems place prior to patient discharge
  - Coordination of client care
  - Coordination of home health agency and hospice nursing
- 4) Evaluation of client services will include reassessment of client status and needs, updating care plan as indicated, referrals and accurate record keeping.

C. CONTRACTOR agrees to provide local match of 0.2 FTE Community Health Nurse and associated mileage, training, printing and indirect costs.

D. The 0.5 FTE Community Health Nurse funded under this Agreement will provide case management for a minimum of 50 clients.

3. REPORTING REQUIREMENTS

- A. CONTRACTOR shall submit monthly reports and a final summary report on approved Ryan White reporting forms. These reports shall include but are not limited to the following information:
- 1) Number of unduplicated clients.
  - 2) Number and types of services provided.
  - 3) Client demographics.
  - 4) A brief narrative describing progress in implementing services, any barriers encountered and steps taken to resolve those barriers.
- B. Monthly reports shall be submitted to COUNTY by the 15th day of each month for services provided during the previous month. The final summary report must be received within forty-five (45) days after the end of the Contract period.

4. COMPENSATION

- A. COUNTY agrees to pay CONTRACTOR a maximum of \$40,159 based on the following terms:
- 1) COUNTY will reimburse CONTRACTOR monthly upon receipt of a monthly line-item expenditure report detailing allowable expenses.
  - 2) Reports shall be submitted by the 15th day of each month for services provided during the previous month to:  
HIV Contract Manager  
Multnomah County Health Department  
20 NE 10th Avenue, 2nd Floor  
Portland, OR 97232
  - 3) In the event that CONTRACTOR does not demonstrate the ability to provide services at the level specified during the Contract term, COUNTY reserves the right to reduce Contract funding and reallocate these funds to other Ryan White approved services.
- B. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Contract. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce Contract funding accordingly. COUNTY will notify CONTRACTOR as soon as it receives notification from funding source. Reduction or termination will not affect payment for accountable expenses prior to the effective date of such action.
- C. All final billings affecting Contract payments must be received within thirty (30) days after the end of the Contract period. Contract payments not triggered or billed within this specified time period will be the sole responsibility of CONTRACTOR.

**INTERGOVERNMENTAL AGREEMENT  
STANDARD CONDITIONS**

1. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR is an independent contractor and is solely responsible for the conduct of its programs. CONTRACTOR, its employees and agents shall not be deemed employees or agents of COUNTY.

2. INDEMNIFICATION

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

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

3. WORKERS COMPENSATION INSURANCE

CONTRACTOR shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier-insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes.

4. TAXPAYER IDENTIFICATION NUMBER

CONTRACTOR shall furnish to COUNTY its federal employer identification number, as designated by the Internal Revenue Service.

5. SUBCONTRACTS AND ASSIGNMENT

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

6. ACCESS TO RECORDS

CONTRACTOR agrees to permit authorized representatives of COUNTY, and/or the applicable federal or state government audit agency to make such review of the records of the CONTRACTOR as COUNTY or auditor may deem necessary to satisfy audit and/or program evaluation purposes. CONTRACTOR shall permit authorized representatives of COUNTY Health Department to site-visit all programs covered by this Agreement.

Agreement costs disallowed as the result of such audits, review or site visits will be the sole responsibility of CONTRACTOR. If an Agreement cost is disallowed after reimbursement has occurred, CONTRACTOR will make prompt repayment of such cost.

7. ADHERENCE TO LAW

- A. CONTRACTOR shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations and policies concerning workers' compensation, and minimum and prevailing wage requirements.
- B. CONTRACTOR shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges or employment, nor shall any person be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age or handicap. In that regard, CONTRACTOR must comply with all applicable provisions of Executive Order Number 11246 as amended by Executive Order Number 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R. 84.4 and the Americans with Disabilities Act of 1990, Public Law Number 101-336 and all enacting regulations of the EEOC and Department of Justice. CONTRACTOR will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provision of ORS Chapter 659.

8. MODIFICATION

- A. In the event that COUNTY's Agreement obligation is amended by a federal- or state-initiated change, COUNTY shall amend this Agreement through written notification of changes sent to CONTRACTOR by mail. CONTRACTOR shall return to COUNTY within twenty (20) working days a signed acknowledgement of receipt of COUNTY's notification document.
- B. Any other amendments to the provisions of this Agreement, whether initiated by COUNTY or CONTRACTOR, shall be reduced to writing and signed by both parties.

9. INTEGRATION

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral discussions or agreements.

10. WAIVER OF DEFAULT

Waiver of a default shall not be deemed to be a waiver of any subsequent default. Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the provisions of this Agreement

11. EARLY TERMINATION

- A. Violation of any of the rules, procedures, attachments, or conditions of this Agreement may, at the option of either party, be cause for termination of the Agreement and, unless and until corrected, of funding support by COUNTY and services by CONTRACTOR, or be cause for placing conditions on said funding and/or service, which may include withholding of funds. Waiver by either party of any violation of this Agreement shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this Agreement.

- B. This Agreement may be terminated by either party by sixty (60) days written notice to the other party.
- C. Immediate termination or amendment by COUNTY may occur under any of the following conditions:
  - 1) Upon notice of denial, revocation, suspension or non-renewal of any license or certificate required by law or regulation to be held by CONTRACTOR to provide a service under this Agreement.
  - 2) Upon notice if CONTRACTOR fails to begin services on the date specified in this Agreement, or if CONTRACTOR fails to continue to provide service for the entire Agreement period.
  - 3) Upon notice to COUNTY of evidence that CONTRACTOR has endangered or is endangering the health and safety of clients/residents, staff, or the public.
- D. Payment to CONTRACTOR will include all services provided through the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this Agreement.
- E. Termination under any provision of this section shall not affect any right, obligation or liability of CONTRACTOR or COUNTY which accrued prior to such termination.

12. LITIGATION

CONTRACTOR shall give COUNTY immediate notice in writing of any action or suit filed or any claim made against CONTRACTOR or any subcontractor of which CONTRACTOR may be aware which may result in litigation related in any way to this Agreement.

13. OREGON LAW AND FORUM

This Agreement shall be construed and governed according to the laws of the State of Oregon.

14. RECORD CONFIDENTIALITY

CONTRACTOR agrees to keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality.

15. CERTIFICATION REGARDING LOBBYING

- A. No federal appropriated funds can be or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Agreement, the CONTRACTOR shall complete and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.

16. OMB CIRCULAR A-128

If CONTRACTOR is a sub-recipient of federal funds passed through the COUNTY, CONTRACTOR shall submit to COUNTY an annual federal compliance audit in conformity with OMB Circular A-128 and the federal Single Audit Act of 1984.

IN WITNESS WHEREOF, the parties have caused this Agreement, including the Standard Conditions and any attachments incorporated herein, to be executed by their duly authorized officers the day and year first above written.

CLACKAMAS COUNTY, OREGON  
PUBLIC HEALTH DIVISION

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Contractor's Federal Tax ID Number \_\_\_\_\_

MULTNOMAH COUNTY, OREGON

By Beverly Stein  
Beverly Stein, Multnomah County Chair  
Date June 8, 1995

HEALTH DEPARTMENT

By Billi Odegaard  
Billi Odegaard, Director  
Date 5/24/95

By Elizabeth A. Foster  
Program Manager  
Date 5/13/95

REVIEWED:

Laurence B. Kressel, County Counsel for  
Multnomah County, Oregon

By Katie Gaetjens  
Katie Gaetjens, Deputy Counsel  
Date 6/11/95

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-5 DATE 6/8/95  
DEB BOGSTAD  
BOARD CLERK

MEETING DATE: JUN 08 1995

AGENDA NO.: C-60

(Above space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Intergovernmental agreement with Washington County (Contract #200356)

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

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

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

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health

DIVISION: \_\_\_\_\_

CONTACT: Tom Fronk

TELEPHONE #: x4274

BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Tom Fronk

**ACTION REQUESTED:**

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

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

Washington County will receive federal Ryan White CARE Act funds to provide case management services for persons living with HIV/AIDS.

6/13/95 originals to KAREN GARBER

**SIGNATURES REQUIRED:**

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

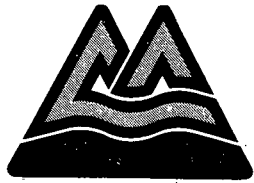
Or

DEPARTMENT MANAGER: Bill Odegaard

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

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

BOARD OF  
COUNTY COMMISSIONERS  
1995 JUN - 1 PM 4:35  
MULTIOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON



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

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

## MEMORANDUM

TO: Board of County Commissioners  
FROM: *B. Odgaard* Bill Odgaard, Director, Health Department  
DATE: May 24, 1995  
SUBJECT: Intergovernmental agreement with Washington County for HIV case management services

- I. Recommendation/Action Requested: The Health Department recommends Board ratification of Contract #200356 with Washington County for the period July 1, 1995, to and including June 30, 1996.
- II. Background/Analysis: Washington County will maintain a program of HIV case management and care services for low-income, HIV-positive persons. Services will include outreach and linkage with other agencies, providers and advocacy groups; assessments; care plans; referrals; home visits; direct assistance payments; and vouchers for medical care and support services. This agreement is funded by a Ryan White CARE Act Title II federal grant. Multnomah County is acting as the agent for disbursement of federal funds to local governments, and is processing similar agreements with Clackamas, Clatsop, Columbia and Tillamook Counties. This is the first year of funding for Washington County.
- III. Financial Impact: Washington County will receive a maximum of \$45,000. This agreement is funded by a Ryan White CARE Act Title II federal grant.
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: Continuing to cooperate with other government agencies in the provision of health care.
- VII. Citizen Participation: None
- VIII. Other Government Participation: None



# **CONTRACT APPROVAL FORM** (See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200356

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

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>C-6</u> DATE <u>6/8/95</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department Health Division \_\_\_\_\_ Date May 24, 1995

Contract Originator Tom Fronk Phone x4274 Bldg/Room 160/7

Administrative Contact Karen Garber Phone x6207 Bldg/Room 160/8

Description of Contract HIV Case Management Services

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

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

Contractor Name Washington County

Mailing Address Department of Health & Human Services  
155 N First Avenue  
Hillsboro, OR 97124

Phone 693-4402

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

Effective Date July 1, 1995

Termination Date June 30, 1996

Original Contract Amount \$ 45,000

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

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

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

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

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

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

☒ Monthly \$ (invoice) ☐ Net 30

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

☐ Requirements contract - Requisition required.

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

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

Encumber: Yes ☐ No ☐Date 5/24/95

Date \_\_\_\_\_

Date 6/1/95Date June 8, 1995

Date \_\_\_\_\_

**REQUIRED SIGNATURES:**Department Manager Billie OdegaardPurchasing Director  
(Class II Contracts Only) Katie LantzCounty Counsel Wally Olin

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

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

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015	0322			6060		0371	HIV Consortia	\$45,000	
02.											
03.											

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

## HIV CASE MANAGEMENT SERVICES AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 1995, by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon (hereinafter referred as "COUNTY"), and WASHINGTON COUNTY (hereinafter referred to as "CONTRACTOR"),

WITNESSETH:

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

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

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

1. TERM

The term of this Agreement shall be from July 1, 1995, to and including June 30, 1996, unless sooner terminated under the provisions hereof.

2. SERVICES

A. CONTRACTOR shall maintain a program of HIV case management and care services for low-income, HIV-positive persons who have no other source of payment for these services. Program activities may include:

- 1) Develop ongoing linkages with existing HIV/AIDS service providers such as the Multnomah County Health Department, Ryan White Title I-funded service agencies, and local advocacy groups.
- 2) Recruit and train local volunteers as appropriate and available.
- 3) Contact area hospitals, medical groups, social service agencies, voluntary and fraternal groups regarding the services as well as grassroots development and advocacy.
- 4) Follow consistent protocols for client referral, home visits, case management, teaching and evaluation.
- 5) Make direct assistance payments and/or purchase vouchers for medical care and support services.

B. CONTRACTOR's case management services shall include:

- 1) Initial contact and needs assessment to identify the physical, psychosocial and educational needs of client as well as home safety, nutritional status, personal care needs, need for medical follow-up and pain control.
- 2) Development of a plan of care based on assessment of needs, goals of client and resources available.
- 3) Intervention, based on plan of care which may include referral for:
  - Medication management
  - Nutritional support
  - Coordination of volunteers
  - Disease-specific education of clients and caregivers
  - Caregiver respite
  - Child care
  - Grief and loss counseling
  - Personal care decisions
  - Benefits eligibility
  - Stress reduction
  - Mental health assessments
  - Substance abuse treatment
  - Spiritual counseling
  - Emotional support to clients, partners, and family members
  - Facilitating early hospital discharge by assuring that support systems place prior to patient discharge
  - Coordination of client care
  - Coordination of home health agency and hospice nursing
- 4) Evaluation of client services will include reassessment of client status and needs, updating care plan as indicated, referrals and accurate record keeping.

C. Case Manager funded under this Agreement will provide case management and care services to a minimum of 50 clients.

3. REPORTING REQUIREMENTS

- A. CONTRACTOR shall submit monthly reports and a final summary report on approved Ryan White reporting forms. These reports shall include but are not limited to the following information:
  - 1) Number of unduplicated clients.
  - 2) Number and types of services provided.
  - 3) Client demographics.
  - 4) A brief narrative describing progress in implementing services, any barriers encountered and steps taken to resolve those barriers.

- B. Monthly reports shall be submitted to COUNTY by the 15th day of each month for services provided during the previous month. The final summary report must be received within forty-five (45) days after the end of the Contract period.

4. COMPENSATION

- A. COUNTY agrees to pay CONTRACTOR a maximum of \$45,000 based on the following terms:

- 1) COUNTY will reimburse CONTRACTOR monthly upon receipt of a monthly line-item expenditure report detailing allowable expenses.
- 2) Reports shall be submitted by the 15th day of each month for services provided during the previous month to:  
HIV Contract Manager  
Multnomah County Health Department  
20 NE 10th Avenue, 2nd Floor  
Portland, OR 97232
- 3) In the event that CONTRACTOR does not demonstrate the ability to provide services at the level specified during the Contract term, COUNTY reserves the right to reduce Contract funding and reallocate these funds to other Ryan White approved services.

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

- C. All final billings affecting Contract payments must be received within forty-five (45) days after the end of the Contract period. Contract payments not triggered or billed within this specified time period will be the sole responsibility of CONTRACTOR.

**INTERGOVERNMENTAL AGREEMENT  
STANDARD CONDITIONS**

1. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR is an independent contractor and is solely responsible for the conduct of its programs. CONTRACTOR, its employees and agents shall not be deemed employees or agents of COUNTY.

2. INDEMNIFICATION

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

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

3. WORKERS' COMPENSATION INSURANCE

CONTRACTOR shall maintain workers' compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier-insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes.

4. TAXPAYER IDENTIFICATION NUMBER

CONTRACTOR shall furnish to COUNTY its federal employer identification number, as designated by the Internal Revenue Service.

5. SUBCONTRACTS AND ASSIGNMENT

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

6. ACCESS TO RECORDS

CONTRACTOR agrees to permit authorized representatives of COUNTY, and/or the applicable federal or state government audit agency to make such review of the records of the CONTRACTOR as COUNTY or auditor may deem necessary to satisfy audit and/or program evaluation purposes. CONTRACTOR shall permit authorized representatives of COUNTY Health Department to site-visit all programs covered by this Agreement. Agreement costs disallowed as the result of such audits, review or site visits will be the sole responsibility of CONTRACTOR. If an Agreement cost is disallowed after reimbursement has occurred, CONTRACTOR will make prompt repayment of such cost.

7. ADHERENCE TO LAW

- A. CONTRACTOR shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations and policies concerning workers' compensation, and minimum and prevailing wage requirements.
- B. CONTRACTOR shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges or employment, nor shall any person be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age or handicap. In that regard, CONTRACTOR must comply with all applicable provisions of Executive Order Number 11246 as amended by Executive Order Number 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R. 84.4 and the Americans with Disabilities Act of 1990, Public Law Number 101-336 and all enacting regulations of the EEOC and Department of Justice. CONTRACTOR will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provision of ORS Chapter 659.

8. MODIFICATION

- A. In the event that COUNTY's Agreement obligation is amended by a federal- or state-initiated change, COUNTY shall amend this Agreement through written notification of changes sent to CONTRACTOR by mail. CONTRACTOR shall return to COUNTY within twenty (20) working days a signed acknowledgement of receipt of COUNTY's notification document.
- B. Any other amendments to the provisions of this Agreement, whether initiated by COUNTY or CONTRACTOR, shall be reduced to writing and signed by both parties.

9. INTEGRATION

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral discussions or agreements.

10. WAIVER OF DEFAULT

Waiver of a default shall not be deemed to be a waiver of any subsequent default. Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the provisions of this Agreement

11. EARLY TERMINATION

- A. Violation of any of the rules, procedures, attachments, or conditions of this Agreement may, at the option of either party, be cause for termination of the Agreement and, unless and until corrected, of funding support by COUNTY and services by CONTRACTOR, or be cause for placing conditions on said funding and/or service, which may include withholding of funds. Waiver by either party of any violation of this Agreement shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this Agreement.

- B. This Agreement may be terminated by either party by sixty (60) days written notice to the other party.
- C. Immediate termination or amendment by COUNTY may occur under any of the following conditions:
  - 1) Upon notice of denial, revocation, suspension or non-renewal of any license or certificate required by law or regulation to be held by CONTRACTOR to provide a service under this Agreement.
  - 2) Upon notice if CONTRACTOR fails to begin services on the date specified in this Agreement, or if CONTRACTOR fails to continue to provide service for the entire Agreement period.
  - 3) Upon notice to COUNTY of evidence that CONTRACTOR has endangered or is endangering the health and safety of clients/residents, staff, or the public.
- D. Payment to CONTRACTOR will include all services provided through the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this Agreement.
- E. Termination under any provision of this section shall not affect any right, obligation or liability of CONTRACTOR or COUNTY which accrued prior to such termination.

12. LITIGATION

CONTRACTOR shall give COUNTY immediate notice in writing of any action or suit filed or any claim made against CONTRACTOR or any subcontractor of which CONTRACTOR may be aware which may result in litigation related in any way to this Agreement.

13. OREGON LAW AND FORUM

This Agreement shall be construed and governed according to the laws of the State of Oregon.

14. RECORD CONFIDENTIALITY

CONTRACTOR agrees to keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality.

15. CERTIFICATION REGARDING LOBBYING

- A. No federal appropriated funds can be or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Agreement, the CONTRACTOR shall complete and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.

16. OMB Circular A-128

If CONTRACTOR is a sub-recipient of federal funds passed through the COUNTY, CONTRACTOR shall submit to COUNTY an annual federal compliance audit in conformity with OMB Circular A-128 and the federal Single Audit Act of 1984.

IN WITNESS WHEREOF, the parties have caused this Agreement, including the Standard Conditions and any attachments incorporated herein, to be executed by their duly authorized officers the day and year first above written.

WASHINGTON COUNTY, OREGON

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Contractor's Federal Tax ID Number \_\_\_\_\_

MULTNOMAH COUNTY, OREGON  
HEALTH DEPARTMENT

By Billi Odegaard

Billi Odegaard, Director

Date 5/24/95

By Elizabeth A. Foster

Program Manager

Date 5/16/95

REVIEWED:

Laurence B. Kressel, County Counsel for  
Multnomah County, Oregon

By Katie Gaetjens

Katie Gaetjens, Deputy Counsel

Date 6/1/95

MULTNOMAH COUNTY, OREGON

By Beverly Stein

Beverly Stein, Multnomah County Chair

Date June 8, 1995

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-6 DATE 6/8/95  
DEB BOGSTAD  
BOARD CLERK

MEETING DATE: JUN 0 8 1995

AGENDA NO.: C-7

(Above space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Renewal of intergovernmental agreement with Oregon Health Sciences University

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

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

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

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health

DIVISION: \_\_\_\_\_

CONTACT: Tom Fronk

TELEPHONE #: x4274

BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Tom Fronk

**ACTION REQUESTED:**

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

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

Support of OHSU's Russell Street Dental Clinic in the provision of dental services for low-income residents. (Contract #200056)

6/13/95 ORIGINALS TO KAREN GARBER

**SIGNATURES REQUIRED:**

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

Or

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

*Belli Odgaard*

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

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

BOARD OF  
COUNTY COMMISSIONERS  
MULTI-COUNTY  
OREGON  
1995 MAY 30 AM 10:12



# MULTNOMAH COUNTY OREGON



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

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

## MEMORANDUM

TO: Board of County Commissioners

FROM: Bill Odgaard, Director, Health Department

DATE: May 15, 1995

SUBJECT: Contract #200056 with Oregon Health Sciences University (Russell Street Dental Clinic) for dental services for low-income residents

- I. Recommendation/Action Requested: The Health Department recommends Board ratification of Contract #200056 with Oregon Health Sciences University for the period July 1, 1995, to and including November 30, 1995.
- II. Background/Analysis: This agreement supports OHSU's Russell Street Dental Clinic in the provision of dental care to low-income residents. It runs only through November 30, 1995, because that is the expiration of the grant which funds it. The agreement has been renewed annually since July 1976.
- III. Financial Impact: OHSU will receive \$116,112.50 for the five-month contract term (\$278,670 per year). The agreement is funded by the Primary Care "330" federal grant.
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: Continuing to cooperate with other governmental agencies in the provision of health care.
- VII. Citizen Participation: None
- VIII. Other Government Participation: None



# **CONTRACT APPROVAL FORM** (See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200056

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

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>C-7</u> DATE <u>6/8/95</u> <u>DEB BOGSTAD</u> <b>BOARD CLERK</b>

Department Health Division \_\_\_\_\_ Date May 16, 1995Contract Originator Karen Garber Phone x6207 Bldg/Room 160/8Administrative Contact Tom Fronk Phone x4274 Bldg/Room 160/7Description of Contract Dental services for low-income residents provided by OHSU's Russell Street Dental Clinic. Funded by Primary Care "330" federal grant.

(RENEWAL)

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

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Oregon Health Sciences UniversityMailing Address 3181 SW Sam Jackson Park Road  
Portland, OR 97201

Phone \_\_\_\_\_

Employer ID# or SS# 93-6001768WEffective Date July 1, 1995Termination Date XXXXXX30XX1996X November 30, 1995Original Contract Amount \$ 116,112.50

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

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

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

**REQUIRED SIGNATURES:**Department Manager Billie OdgaardPurchasing Director  
(Class II Contracts Only) Katie DayCounty Counsel Merely Day

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

Contract Administration  
(Class I, Class II Contracts Only) \_\_\_\_\_Dr. David Rosenstein (Russell Street)  
Dawn Goodman (Contracts Officer, Research Service)Remittance Address \_\_\_\_\_  
(If Different) \_\_\_\_\_

Payment Schedule

Terms

☐ Lump Sum \$ \_\_\_\_\_ ☐ Due on receipt☒ Monthly \$ 23,222.50 ☐ Net 30☐ Other \$ \_\_\_\_\_ ☐ Other \_\_\_\_\_☐ Requirements contract - Requisition required.

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

☐ Requirements Not to Exceed \$ \_\_\_\_\_Encumber: Yes ☐ No ☐Date 5/22/95

Date \_\_\_\_\_

Date 5/30/95Date June 8, 1995

Date \_\_\_\_\_

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015	0740			6060		0340		\$116,112.50	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

## DENTAL SERVICE AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 1995, by and between MULTNOMAH COUNTY, a home rule political subdivision of the State of Oregon, (hereinafter referred to as "COUNTY"), and THE STATE OF OREGON, acting by and through the Oregon State Board of Higher Education on behalf of OREGON HEALTH SCIENCES UNIVERSITY, (hereinafter referred to as "UNIVERSITY").

### WITNESSETH:

WHEREAS, UNIVERSITY is providing dental services through its School of Dentistry at Project Dental Health (Russell Street Dental Center), located at 214 North Russell Street, Portland, Oregon; and

WHEREAS, COUNTY receives federal funds to purchase dental services for low-income COUNTY residents through an agreement with UNIVERSITY;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Term

The term of this Agreement shall be from July 1, 1995, to and including November 30, 1995, unless sooner terminated under the provisions hereof.

2. Definitions

As used in this Agreement:

- A. "Center" shall mean Project Dental Health
- B. "Dental Services" shall (except as expressly limited by Exhibit B) mean those professional services provided by dentists, students, and parodontal personnel, including diagnostic, preventive, surgical, and therapeutic services which are prescribed and directed by dentists and performed by dentists, students, and parodontal personnel.
- C. "Third-Party Payor" shall mean parties such as insurance organizations, Medicare, Medicaid, or individuals which make payments for dental services rendered to patients.
- D. "Contact Person" shall mean the representatives of each party. The contact person at the COUNTY shall be the Dental Health Director. The contact person at the UNIVERSITY shall be the Dental Project Director.

3. Eligibility

UNIVERSITY shall provide dental services to patients who meet the income criteria on the COUNTY's FY 95-96 Discount Schedule as expressed in Exhibit C.

4. Services

- A. UNIVERSITY shall provide comprehensive dental care services as described in Exhibit A.
- B. UNIVERSITY shall provide dental services of a quality that is commensurate with the quality of dental care provided to the general public by private dentists in the Portland area.

5. Compensation

- A. COUNTY shall reimburse UNIVERSITY up to a maximum of \$116,112.50 authorized for dental services at UNIVERSITY by a Department of Health and Human Services, Public Health Service Region X (DHHS) grant to COUNTY. COUNTY shall initiate processing for a COUNTY warrant for UNIVERSITY in the amount of \$23,222.50 by the 5th working day of each month following the delivery of services (e.g. payment for July's services will be initiated by August 5). The final November payment will be reconciled to yearly actual expenditures. UNIVERSITY will submit quarterly financial and performance reports no later than 30 calendar days following the end of each quarter.
- B. UNIVERSITY will take reasonable steps to ascertain third-party coverage of all patients and will make reasonable efforts to obtain reimbursement for covered services.
- C. UNIVERSITY will charge patients for dental services rendered using the COUNTY's FY 95-96 Discount Schedule.
- D. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Agreement. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce Agreement funding accordingly. COUNTY will notify UNIVERSITY as soon as it receives notification from funding source. Reduction or termination will not affect payment for accountable expenses prior to the effective date of such action.
- E. All final billings affecting Agreement payments must be received within thirty (30) days after the end of the Agreement period. Agreement payments not triggered or billed within this specified time period will be the sole responsibility of UNIVERSITY.

6. Dental and Dental Hygiene Students

- A. By this Agreement, both parties recognize the teaching opportunities presented by the Center, as well as the potential for increased patient care afforded by access to health professional students.
- B. UNIVERSITY may allow up to four (4) dental or dental hygiene students to engage in clinical practices at the Center on any regularly scheduled working day, provided that the following conditions are satisfied:
  - 1) Students shall be supervised by a faculty dentist duly authorized by UNIVERSITY, within the constraints of the law, to supervise clinical treatment.
  - 2) Center patients shall always be informed when a student will be providing treatment. Any Center patient who wishes to refuse service from a students may do so.

7. Research

- A. UNIVERSITY will inform both COUNTY and patients, or person(s) legally responsible for patients, of any clinical dental investigations, experiments, or research proposed.
- B. Any such investigations, experiments, or research shall be limited by and conducted in accordance with law and accepted medical and dental standards relating to such research. Any investigations, experiments, or research involving human subjects shall be subject to approval by the UNIVERSITY's Committee on Human Research.
- C. Written consent for any investigations, experiments, or research shall be obtained from patients, or person(s) legally responsible for patients.

8. Reporting Requirements

- A. UNIVERSITY shall submit to COUNTY such financial, statistical, and narrative reports as may be required to meet DHHS reporting requirements currently known as Bureau of Community Health Services Reporting Requirements, or as subsequently amended by DHHS. Such reports will be submitted to COUNTY within twenty (20) working days following the end of each calendar quarter. If additional reports are developed for Center management, UNIVERSITY shall make them available to COUNTY.
- B. UNIVERSITY agrees to compile and have available all statistics required by BCHDA and to comply with all BCHDA policies.

9. Grievances

Grievances involving professional care not satisfactorily resolved among patients, COUNTY and UNIVERSITY shall be referred to the Multnomah County Dental Association Peer Review Committee for resolution.

10. Major Disaster or Epidemic

In the event of any major disaster or epidemic, UNIVERSITY shall render dental services insofar as practical, according to its best judgement, within the limitations of such facilities and personnel as are then available, but UNIVERSITY shall have no liability or obligation for delay or failure to provide dental services due to lack of available facilities or personnel if such lack is the result of such disaster or epidemic.

11. Circumstances Beyond University's Control

In the event that, due to circumstances not reasonably within the control of UNIVERSITY, such as complete or partial destruction of facilities, war, riot, civil insurrection, labor disputes, disability of a significant part of UNIVERSITY personnel, or similar causes, the rendition of Dental Services hereunder is delayed or rendered impractical, UNIVERSITY shall have not liability or obligation on account of such delay or such failure to provide services.

## INTERGOVERNMENTAL AGREEMENT STANDARD CONDITIONS

1. Independent Contractor Status

UNIVERSITY is an independent contractor and is solely responsible for the conduct of its programs. UNIVERSITY, its employees and agents shall not be deemed employees or agents of COUNTY.

2. Indemnification

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

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

3. Workers' Compensation Insurance

UNIVERSITY shall obtain workers' compensation insurance for all its workers and employees, either as a carrier-insured employer or a self-insured employer as provided by ORS Chapter 656, prior to the execution of this Agreement. UNIVERSITY further agrees to maintain such coverage for the duration of this Agreement.

4. Taxpayer Identification Number

UNIVERSITY shall furnish to COUNTY its federal employer identification number, as designated by the Internal Revenue Service.

5. Subcontracts and Assignment

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

6. Access to Records

A. Records shall be the property and responsibility of UNIVERSITY during the period of this Agreement; however, where authorized by or on behalf of the patient, or where permitted or required by law, COUNTY shall have the right to examine such records and to make copies thereof at its cost.

B. COUNTY either directly or through a designated representative may audit the records of UNIVERSITY at anytime during the three-year period from the date of completion or

termination of this Agreement. This audit shall only be directed to services provided by UNIVERSITY and payments provided by COUNTY under terms of this Agreement. If an audit discloses that payments to UNIVERSITY were in excess of the amount to which UNIVERSITY was entitled, UNIVERSITY shall repay the amount of excess to COUNTY. Repayment shall be made in a manner specified by COUNTY.

7. Adherence to Law

- A. UNIVERSITY shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations and policies concerning workers' compensation, and minimum and prevailing wage requirements.
- B. UNIVERSITY shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges or employment, nor shall any person be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age or handicap. In that regard, UNIVERSITY must comply with all applicable provisions of Executive Order Number 11246 as amended by Executive Order Number 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R. 84.4 and the Americans with Disabilities Act of 1990, Public Law Number 101-336 and all enacting regulations of the EEOC and Department of Justice. UNIVERSITY will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provision of ORS Chapter 659.

8. Modification

- A. In the event that COUNTY's Agreement obligation is amended by a Federal- or State-initiated change, COUNTY shall amend this Agreement through written notification of changes sent to UNIVERSITY by mail. UNIVERSITY shall return to COUNTY within twenty (20) working days a signed acknowledgement of receipt of COUNTY's notification document.
- B. Any other amendments to the provisions of this Agreement, whether initiated by COUNTY or UNIVERSITY, shall be reduced to writing and signed by both parties.

9. Integration

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral discussions or agreements.

10. Waiver of Default

Waiver of a default shall not be deemed to be a waiver of any subsequent default. Waiver of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

11. Early Termination

- A. This agreement may be terminated prior to the expiration of the agreed-upon term:
- 1) Immediately by mutual written consent of the parties, or at such time as the parties provide; or
  - 2) By either party upon sixty (60) calendar days' written notice to the other, delivered by certified mail or in person; or
  - 3) Both parties agree that this Agreement is subject to the availability of federal funds. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may renegotiate payment and service requirements, or terminate this Agreement. Reduction or termination will not affect payment for allowable expenses prior to the effective date of such action.
  - 4) By COUNTY effective upon delivery of written notice to UNIVERSITY by certified mail or in person under any of the following conditions:
    - a) Upon notice of denial, revocation, suspension or non-renewal of any license or certificate required by law or regulation to be held by UNIVERSITY.
    - b) Upon notice if UNIVERSITY fails to deliver services specified in this Agreement, or if UNIVERSITY fails to continue to provide service for the entire Agreement period.
    - c) Upon notice if COUNTY has evidence that UNIVERSITY has endangered or is endangering the health and/or safety of clients, staff, or the public.
- B. Payment to UNIVERSITY shall include all services provided through the day of termination and shall be in full satisfaction of all claims by UNIVERSITY against COUNTY under this Agreement.
- C. Termination under any provision of this section shall not affect any right, obligation or liability of UNIVERSITY or COUNTY which accrued prior to such termination.

12. Litigation

UNIVERSITY shall give COUNTY immediate notice in writing of any action or suit filed or any claim made against UNIVERSITY or any subcontractor of which UNIVERSITY may be aware which may result in litigation related in any way to this Agreement.

13. Oregon Law and Forum

This Agreement shall be construed and governed according to the law of the State of Oregon.

14. Record Confidentiality

- A. UNIVERSITY agrees to keep all client records confidential in accordance with the applicable provisions of state law.
- B. The use or disclosure by any party of any information concerning a patient for any purpose not directly connected with the administration of the COUNTY's or UNIVERSITY's responsibilities with respect to services provided under this Agreement is prohibited except on written consent of the patient, his/her attorney, or the person(s) legally responsible for the patient.

- C. Only upon receipt of written consent from the patient, his/her attorney, or the person(s) legally responsible for the patient, or where required by law, will UNIVERSITY provide access to patient's records.

15. Certification Regarding Lobbying

- A. No federal appropriated funds can be or will be paid, by or on behalf of the UNIVERSITY, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal Agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Agreement, the UNIVERSITY shall complete and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.

16. OMB Circular A-128

If CONTRACTOR is a sub-recipient of federal funds passed through the COUNTY, CONTRACTOR shall submit to COUNTY an annual federal compliance audit in conformity with OMB Circular A-128 and the federal Single Audit Act of 1984.

IN WITNESS WHEREOF, the parties have caused this Agreement, including the Standard Conditions and any attachments incorporated herein, to be executed by their duly authorized officers the day and year first above written.

THE STATE OF OREGON, acting by and through the Oregon State Board of Higher Education on behalf of OREGON HEALTH SCIENCES UNIVERSITY

By \_\_\_\_\_

Dennis Borden, Ph.D.  
Assistant Vice President for  
Research Administration

Date \_\_\_\_\_

93-6001768W  
Contractor's Federal ID Number

MULTNOMAH COUNTY, OREGON

By Beverly Stein

Beverly Stein, Multnomah County Chair

Date June 8, 1995

HEALTH DEPARTMENT

By Billi Odegaard

Billi Odegaard, Director

Date 5/22/95

By Gordon B Empey

Gordon Empey, Program Manager

Date 5/17/95

REVIEWED:

Laurence B. Kressel, County Counsel for  
Multnomah County, Oregon

By Katie Gaetjens

Katie Gaetjens, Deputy Counsel

Date 5/25/95

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-7 DATE 6/8/95  
DEB BOGSTAD  
BOARD CLERK

# **EXHIBIT A** **DENTAL CARE BENEFITS**

The following dental services shall be provided by the University's School of Dentistry at the Project Dental Health (PDH) in Portland. Dental services provided at other facilities will not be covered unless specifically authorized by PDH staff. All services are subject to the section on Exclusions and Limitations.

PROVIDED SERVICES	BENEFIT COVERAGE
Dental Examinations	Provided in full at PDH
Diagnosis and Treatment Plan	Provided in full at PDH
Patient Counseling and Preventive Procedures	Provided in full at PDH
Emergency Care for Acute Conditions	Provided in full at PDH
Oral Surgery	Provided in full at PDH
Preventive Maintenance	Provided in full at PDH
Restorative Dentistry	Provided at PDH - Salvageable carious teeth restored to functional acceptability. Porcelain and gold fillings provided only when teeth cannot be adequately restored by any other filling materials
Prosthetic Appliances	Provided at PDH - Includes full or partial dentures, bridges, and space maintainers. Minimum copayment equal to laboratory fee required. Full or partial dentures provided at selected nursing homes by PDH staff.
Endodontics	Provided at PDH - Limited to two teeth.
Periodontics	Provided at PDH - Excludes periodontal surgery.

## **EXHIBIT B**

### **LIMITATIONS AND EXCLUSIONS**

#### **EXCLUSIONS**

1. Any dental condition for which a benefit is payable under workers' compensation laws, occupational disease laws, employers liability laws, or other laws or insurance or self-insurance with similar purposes, whether or not the benefit is actually paid or applied for, is not covered.
2. Any dental condition resulting from services in the armed forces of any country or from war, either declared or undeclared, is not covered.
3. Any services or materials which are paid for or made available by any state or federal agency or under any law, and for which enrollees are not required to pay, are not covered.
4. Any services or materials furnished by state mental hospitals or by the Veterans Administration of the United States are not covered.
5. Any procedures or treatments which are not generally accepted by the dental professional are not covered.
6. Dental services provided for purely cosmetic reasons are not covered.
7. Services of dentists who are not on the staff of Project Dental Health, except with prior approval of PDH staff, are not covered.
8. Any procedures which require treatment at institutions providing specialized facilities, except with prior approval of PDH staff, are not covered.
9. Orthodontic treatment, other than extractions connected therewith or appliances for maintaining and regaining space, is not covered.
10. Any procedures that require treatment of conditions that are the result of congenital or developmental malformations are not covered.
11. Periodontal surgery is not covered.
12. Prescribed medications are not covered.

#### **LIMITATIONS**

1. Endodontics - limited to two teeth
2. Fixed crowns and bridges - limited to two abutments and pontics, not to exceed four units total. Minimum copayment is to be equal to the laboratory fee.
3. Additional endodontics, crown and bridge, periodontal surgery and minor orthodontics are available to enrollees on a space-available basis and charged at full fee in accordance with the currently established fee schedule.

**DISCOUNT SCHEDULE**  
**FEDERAL YEAR 1995-96**  
 May 1, 1995 - April 30, 1996

Based on Monthly GROSS Family Income and Family Size

Patient Category by Monthly Gross Income Range

	Payor Level				
	Minimum Charge	25% of Full Amount	50% of Full Amount	75% of Full Amount	100% of Full Amount
	(Up to 100% FPL)	(Up to 133% FPL)	(Up to 167% FPL)	(Up to 200% FPL)	(More than 200% FPL)
1	Up to \$623	From 624 to 832	From 833 to 1038	From 1039 to 1247	Over \$1248
2	Up to \$836	From 837 to 1115	From 1116 to 1393	From 1394 to 1672	Over \$1673
3	Up to \$1049	From 1050 to 1399	From 1400 to 1748	From 1749 to 2098	Over \$2099
4	Up to \$1263	From 1264 to 1684	From 1685 to 2105	From 2106 to 2526	Over \$2527
5	Up to \$1476	From 1477 to 1968	From 1969 to 2460	From 2461 to 2952	Over \$2953
6	Up to \$1689	From 1690 to 2252	From 2253 to 2815	From 2816 to 3378	Over \$3379
7	Up to \$1903	From 1904 to 2537	From 2538 to 3172	From 3173 to 3806	Over \$3807
8	Up to \$2116	From 2117 to 2821	From 2822 to 3527	From 3528 to 4232	Over \$4233
9	Up to \$2329	From 2330 to 3105	From 3106 to 3882	From 3883 to 4658	Over \$4659
10	Up to \$2543	From 2544 to 3391	From 3392 to 4238	From 4239 to 5086	Over \$5087
11	Up to \$2756	From 2757 to 3675	From 3676 to 4593	From 4594 to 5512	Over \$5513
12	Up to \$2969	From 2970 to 3959	From 3960 to 4948	From 4949 to 5938	Over \$5939
13	Up to \$3183	From 3184 to 4244	From 4245 to 5305	From 5306 to 6366	Over \$6367
14	Up to \$3396	From 3397 to 4528	From 4529 to 5660	From 5661 to 6792	Over \$6793
15	Up to \$3609	From 3610 to 4812	From 4813 to 6015	From 6016 to 7218	Over \$7219
16	Up to \$3823	From 3824 to 5097	From 5098 to 6372	From 6373 to 7646	Over \$7647
17	Up to \$4036	From 4037 to 5381	From 5382 to 6727	From 6728 to 8072	Over \$8073
18	Up to \$4249	From 4250 to 5665	From 5666 to 7082	From 7083 to 8498	Over \$8499
19	Up to \$4463	From 4464 to 5951	From 5952 to 7438	From 7439 to 8926	Over \$8927
20	Up to \$4676	From 4677 to 6235	From 6236 to 7793	From 7794 to 9352	Over \$9353

Family Size

EXHIBIT C

MEETING DATE: JUN 0 8 1995

AGENDA NO.: C-8

(Above space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Intergovernmental agreement with Oregon Health Sciences University

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

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

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

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health

DIVISION: \_\_\_\_\_

CONTACT: Tom Fronk

TELEPHONE #: x4274

BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Tom Fronk

**ACTION REQUESTED:**

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

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

Additional funding for OHSU's Russell Street Dental Clinic to provide dental services specifically for low-income residents living with HIV/AIDS. (Contract #200066)

6/13/95 ORIGINALS TO KAREN GARDNER

**SIGNATURES REQUIRED:**

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

Or

DEPARTMENT MANAGER: Billi Odgaard

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

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

BOARD OF  
COUNTY COMMISSIONERS  
1995 JUN - 1 PM 11:40  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON



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

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

## MEMORANDUM

TO: Board of County Commissioners

FROM: *[Signature]* B. Odgaard, Director, Health Department

DATE: May 15, 1995

SUBJECT: Contract #200066 with Oregon Health Sciences University (Russell Street Dental Clinic) for dental services for low-income residents living with HIV/AIDS

- I. Recommendation/Action Requested: The Health Department recommends Board ratification of Contract #200066 with Oregon Health Sciences University for the period July 1, 1995, to and including February 26, 1996.
- II. Background/Analysis: Since 1976 the Health Department has contracted with OHSU's Russell Street Dental Clinic to provide dental services for low-income residents. This agreement provides additional funding specifically for HIV-positive clients.
- III. Financial Impact: OHSU will receive a maximum of \$55,000 over the contract term. The agreement is funded by a Ryan White CARE Act Title I federal grant.
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: Continuing to cooperate with other governmental agencies in the provision of health care.
- VII. Citizen Participation: None
- VIII. Other Government Participation: None



MULTNOMAH COUNTY OREGON

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

Contract # 200066

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

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$25,000	<b>CLASS II</b> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement  <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>C-8</u> DATE <u>6/8/95</u> <u>DEB BOGSTAD</u> BOARD CLERK
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Department Health Division \_\_\_\_\_ Date May 16, 1995Contract Originator Karen Garber Phone x6207 Bldg/Room 160/8Administrative Contact Tom Fronk Phone x4274 Bldg/Room 160/7
 Description of Contract Dental services for low-income, HIV-positive residents provided by  
OHSU's Russell Street Dental Clinic. Ryan White grant funding. (Title I)  
 (RENEWAL)

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

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Oregon Health Sciences University
 Mailing Address 3181 SW Sam Jackson Park Road  
Portland, OR 97201

Phone \_\_\_\_\_

Employer ID# or SS# 93-6001768WEffective Date July 1, 1995Termination Date February 26, 1996Original Contract Amount \$ 55,000

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

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

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

**REQUIRED SIGNATURES:**Department Manager Billi Odegaard
 Purchasing Director  
 (Class II Contracts Only) Katie Dantz
County Counsel HealyCounty Chair / Sheriff Healy
 Contract Administration  
 (Class I, Class II Contracts Only) Healy

 Dr. David Rosenstein (Russell Street)  
 Dawn Goodman (Contracts Officer, Research  
 Remittance Address \_\_\_\_\_ Services)  
 (If Different) \_\_\_\_\_
**Payment Schedule****Terms**

- ☐ Lump Sum \$ \_\_\_\_\_ ☐ Due on receipt  
☒ Monthly \$ (invoice) ☐ Net 30  
☐ Other \$ \_\_\_\_\_ ☐ Other \_\_\_\_\_  
☐ Requirements contract - Requisition required.

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

☐ Requirements Not to Exceed \$ \_\_\_\_\_Encumber: Yes ☐ No ☐Date 5/26/95

Date \_\_\_\_\_

Date 6/1/95Date June 8, 1995

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015	0324			6060		0383			
02.	156	015	0325			6060		0383			
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

## DENTAL SERVICES FOR PERSONS LIVING WITH HIV/AIDS

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 1995, by and between MULTNOMAH COUNTY, a home rule political subdivision of the State of Oregon, (hereinafter referred to as "COUNTY"), and THE STATE OF OREGON, acting by and through the Oregon State Board of Higher Education on behalf of OREGON HEALTH SCIENCES UNIVERSITY, (hereinafter referred to as "UNIVERSITY").

### WITNESSETH:

WHEREAS, UNIVERSITY is providing dental services through its School of Dentistry at Project Dental Health (Russell Street Dental Center), located at 214 North Russell Street, Portland, Oregon; and

WHEREAS, COUNTY receives federal funds to purchase health care services for low-income, HIV-infected clients through a Ryan White CARE Act Title I grant;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Term

The term of this Agreement shall be from July 1, 1995, to and including February 26, 1996, unless sooner terminated under the provisions hereof.

2. Definitions

As used in this Agreement:

- A. "Center" shall mean Project Dental Health
- B. "Dental Services" shall (except as expressly limited by Exhibit B) mean those professional services provided by dentists, students, and paradental personnel, including diagnostic, preventive, surgical, and therapeutic services which are prescribed and directed by dentists and performed by dentists, students, and paradental personnel.
- C. "Third-Party Payor" shall mean parties such as insurance organizations, Medicare, Medicaid, or individuals which make payments for dental services rendered to patients.

3. Eligibility

To be eligible for services, individuals must:

- A. Have medically verifiable HIV disease.
- B. Reside in one of the following counties: Multnomah, Clackamas, Washington, Columbia, or Yamhill Counties in Oregon, or Clark County, Washington.
- C. Have an income of less than 200% of the Federal Poverty Level.
- D. Have no other source of payment for services.

4. Services

- A. UNIVERSITY shall provide comprehensive dental care services as described in Exhibit A.
- B. UNIVERSITY shall provide dental services of a quality that is commensurate with the quality of dental care provided to the general public by private dentists in the Portland area.

5. Reporting and Evaluation

UNIVERSITY shall:

- A. Submit monthly reports and a final summary report to COUNTY on approved Ryan White reporting forms by the 15th of each month for services provided during the previous month. These reports shall include but are not limited to the following information:
  - 1) Number of unduplicated clients.
  - 2) Number and types of services provided.
  - 3) Client demographics.
  - 4) A brief narrative describing progress in implementing services, any barriers encountered and steps taken to resolve those barriers.
- B. Participate in evaluation of program effectiveness including client satisfaction surveys, peer provider surveys, and site visits from COUNTY staff.

6. Compensation

- A. COUNTY agrees to pay UNIVERSITY a maximum of \$55,000 for the performance of those services provided hereunder, which payment shall be based upon the following terms:
  - 1) COUNTY will reimburse UNIVERSITY monthly at 75% of the Center's published full fee schedule upon receipt of a billing invoice.
  - 2) Invoices and reports shall be submitted by the 15th day of each month for services provided during the previous month to:
    - HIV Contract Manager
    - Multnomah County Health Department
    - 20 NE 10th Avenue, 2nd Floor
    - Portland, OR 97232
  - 3) In the event that UNIVERSITY does not demonstrate the ability to provide services at the level specified during the Contract term, COUNTY reserves the right to reduce Contract funding and reallocate these funds to other Ryan White approved services.
- B. UNIVERSITY will take reasonable steps to ascertain third-party coverage of all patients and will make reasonable efforts to obtain reimbursement for covered services.
- C. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Agreement. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce Agreement funding accordingly. COUNTY will notify UNIVERSITY as soon as it receives notification from funding source. Reduction or termination will not affect payment for accountable expenses prior to the effective date of such action.

- D. All final billings affecting Agreement payments must be received within forty-five (45) days after the end of the Agreement period. Agreement payments not triggered or billed within this specified time period will be the sole responsibility of UNIVERSITY.
7. Dental and Dental Hygiene Students
- A. By this Agreement, both parties recognize the teaching opportunities presented by the Center, as well as the potential for increased patient care afforded by access to health professional students.
- B. UNIVERSITY may allow up to four (4) dental or dental hygiene students to engage in clinical practices at the Center on any regularly scheduled working day, provided that the following conditions are satisfied:
- 1) Students shall be supervised by a faculty dentist duly authorized by UNIVERSITY, within the constraints of the law, to supervise clinical treatment.
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- Grievances involving professional care not satisfactorily resolved among patients, COUNTY and UNIVERSITY shall be referred to the Multnomah County Dental Association Peer Review Committee for resolution.
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- In the event of any major disaster or epidemic, UNIVERSITY shall render dental services insofar as practical, according to its best judgement, within the limitations of such facilities and personnel as are then available, but UNIVERSITY shall have no liability or obligation for delay or failure to provide dental services due to lack of available facilities or personnel if such lack is the result of such disaster or epidemic.
11. Circumstances Beyond University's Control
- In the event that, due to circumstances not reasonably within the control of UNIVERSITY, such as complete or partial destruction of facilities, war, riot, civil insurrection, labor disputes, disability of a significant part of UNIVERSITY personnel, or similar causes, the rendition of Dental Services hereunder is delayed or rendered impractical, UNIVERSITY shall have not liability or obligation on account of such delay or such failure to provide services.

## INTERGOVERNMENTAL AGREEMENT STANDARD CONDITIONS

1. Independent Contractor Status

UNIVERSITY is an independent contractor and is solely responsible for the conduct of its programs. UNIVERSITY, its employees and agents shall not be deemed employees or agents of COUNTY.

2. Indemnification

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

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

3. Workers' Compensation Insurance

UNIVERSITY shall obtain workers' compensation insurance for all its workers and employees, either as a carrier-insured employer or a self-insured employer as provided by ORS Chapter 656, prior to the execution of this Agreement. UNIVERSITY further agrees to maintain such coverage for the duration of this Agreement.

4. Taxpayer Identification Number

UNIVERSITY shall furnish to COUNTY its federal employer identification number, as designated by the Internal Revenue Service.

5. Subcontracts and Assignment

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

6. Access to Records

A. Records shall be the property and responsibility of UNIVERSITY during the period of this Agreement; however, where authorized by or on behalf of the patient, or where permitted or required by law, COUNTY shall have the right to examine such records and to make copies thereof at its cost.

B. COUNTY either directly or through a designated representative may audit the records of UNIVERSITY at anytime during the three-year period from the date of completion or

termination of this Agreement. This audit shall only be directed to services provided by UNIVERSITY and payments provided by COUNTY under terms of this Agreement. If an audit discloses that payments to UNIVERSITY were in excess of the amount to which UNIVERSITY was entitled, UNIVERSITY shall repay the amount of excess to COUNTY. Repayment shall be made in a manner specified by COUNTY.

7. Adherence to Law

- A. UNIVERSITY shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations and policies concerning workers' compensation, and minimum and prevailing wage requirements.
- B. UNIVERSITY shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges or employment, nor shall any person be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age or handicap. In that regard, UNIVERSITY must comply with all applicable provisions of Executive Order Number 11246 as amended by Executive Order Number 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R. 84.4 and the Americans with Disabilities Act of 1990, Public Law Number 101-336 and all enacting regulations of the EEOC and Department of Justice. UNIVERSITY will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provision of ORS Chapter 659.

8. Modification

- A. In the event that COUNTY's Agreement obligation is amended by a Federal- or State-initiated change, COUNTY shall amend this Agreement through written notification of changes sent to UNIVERSITY by mail. UNIVERSITY shall return to COUNTY within twenty (20) working days a signed acknowledgement of receipt of COUNTY's notification document.
- B. Any other amendments to the provisions of this Agreement, whether initiated by COUNTY or UNIVERSITY, shall be reduced to writing and signed by both parties.

9. Integration

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral discussions or agreements.

10. Waiver of Default

Waiver of a default shall not be deemed to be a waiver of any subsequent default. Waiver of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

11. Early Termination

- A. This agreement may be terminated prior to the expiration of the agreed-upon term:
- 1) Immediately by mutual written consent of the parties, or at such time as the parties provide; or
  - 2) By either party upon sixty (60) calendar days' written notice to the other, delivered by certified mail or in person; or
  - 3) Both parties agree that this Agreement is subject to the availability of federal funds. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may renegotiate payment and service requirements, or terminate this Agreement. Reduction or termination will not affect payment for allowable expenses prior to the effective date of such action.
  - 4) By COUNTY effective upon delivery of written notice to UNIVERSITY by certified mail or in person under any of the following conditions:
    - a) Upon notice of denial, revocation, suspension or non-renewal of any license or certificate required by law or regulation to be held by UNIVERSITY.
    - b) Upon notice if UNIVERSITY fails to deliver services specified in this Agreement, or if UNIVERSITY fails to continue to provide service for the entire Agreement period.
    - c) Upon notice if COUNTY has evidence that UNIVERSITY has endangered or is endangering the health and/or safety of clients, staff, or the public.
- B. Payment to UNIVERSITY shall include all services provided through the day of termination and shall be in full satisfaction of all claims by UNIVERSITY against COUNTY under this Agreement.
- C. Termination under any provision of this section shall not affect any right, obligation or liability of UNIVERSITY or COUNTY which accrued prior to such termination.

12. Litigation

UNIVERSITY shall give COUNTY immediate notice in writing of any action or suit filed or any claim made against UNIVERSITY or any subcontractor of which UNIVERSITY may be aware which may result in litigation related in any way to this Agreement.

13. Oregon Law and Forum

This Agreement shall be construed and governed according to the law of the State of Oregon.

14. Record Confidentiality

- A. UNIVERSITY agrees to keep all client records confidential in accordance with the applicable provisions of state law.
- B. The use or disclosure by any party of any information concerning a patient for any purpose not directly connected with the administration of the COUNTY's or UNIVERSITY's responsibilities with respect to services provided under this Agreement is prohibited except on written consent of the patient, his/her attorney, or the person(s) legally responsible for the patient.

- C. Only upon receipt of written consent from the patient, his/her attorney, or the person(s) legally responsible for the patient, or where required by law, will UNIVERSITY provide access to patient's records.

15. Certification Regarding Lobbying

- A. No federal appropriated funds can be or will be paid, by or on behalf of the UNIVERSITY, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal Agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Agreement, the UNIVERSITY shall complete and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.

16. OMB Circular A-128

If UNIVERSITY is a sub-recipient of federal funds passed through the COUNTY, UNIVERSITY shall submit to COUNTY an annual federal compliance audit in conformity with OMB Circular A-128 and the federal Single Audit Act of 1984.

IN WITNESS WHEREOF, the parties have caused this Agreement, including the Standard Conditions and any attachments incorporated herein, to be executed by their duly authorized officers the day and year first above written.

THE STATE OF OREGON, acting by and through the Oregon State Board of Higher Education on behalf of OREGON HEALTH SCIENCES UNIVERSITY

By \_\_\_\_\_

Dennis Borden, Ph.D.  
Assistant Vice President for  
Research Administration

Date \_\_\_\_\_

93-6001768W  
Contractor's Federal ID Number

MULTNOMAH COUNTY, OREGON

By Beverly Stein

Beverly Stein, Multnomah County Chair

Date June 8, 1995

HEALTH DEPARTMENT

By Billi Odegard

Billi Odegard, Director

Date 5/26/95

By Elizabeth A. Foster

Program Manager

Date 5/24/95

REVIEWED:

Laurence B. Kressel, County Counsel for  
Multnomah County, Oregon

By Katie Gaetjens

Katie Gaetjens, Deputy Counsel

Date 6/1/95

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-8 DATE 6/8/95  
DEB BOGSTAD  
BOARD CLERK

**EXHIBIT A**  
**DENTAL CARE BENEFITS**

The following dental services shall be provided by the University's School of Dentistry at the Project Dental Health (PDH) in Portland. Dental services provided at other facilities will not be covered unless specifically authorized by PDH staff. All services are subject to the section on Exclusions and Limitations.

<b>PROVIDED SERVICES</b>	<b>BENEFIT COVERAGE</b>
Dental Examinations	Provided in full at PDH
Diagnosis and Treatment Plan	Provided in full at PDH
Patient Counseling and Preventive Procedures	Provided in full at PDH
Emergency Care for Acute Conditions	Provided in full at PDH
Oral Surgery	Provided in full at PDH
Preventive Maintenance	Provided in full at PDH
Restorative Dentistry	Provided at PDH - Salvageable carious teeth restored to functional acceptability. Porcelain and gold fillings provided only when teeth cannot be adequately restored by any other filling materials
Prosthetic Appliances	Provided at PDH - Includes full or partial dentures, bridges, crowns, and space maintainers. Full or partial dentures provided at selected nursing homes by PDH staff.
Endodontics	Provided at PDH
Periodontics	Provided at PDH - Excludes periodontal surgery.

## **EXHIBIT B EXCLUSIONS**

1. Any dental condition for which a benefit is payable under workers' compensation laws, occupational disease laws, employers liability laws, or other laws or insurance or self-insurance with similar purposes, whether or not the benefit is actually paid or applied for, is not covered.
2. Any dental condition resulting from services in the armed forces of any country or from war, either declared or undeclared, is not covered.
3. Any services or materials which are paid for or made available by any state or federal agency or under any law, and for which enrollees are not required to pay, are not covered.
4. Any services or materials furnished by state mental hospitals or by the Veterans Administration of the United States are not covered.
5. Any procedures or treatments which are not generally accepted by the dental professional are not covered.
6. Dental services provided for purely cosmetic reasons are not covered.
7. Services of dentists who are not on the staff of Project Dental Health, except with prior approval of PDH staff, are not covered.
8. Any procedures which require treatment at institutions providing specialized facilities, except with prior approval of PDH staff, are not covered.
9. Orthodontic treatment, other than extractions connected therewith or appliances for maintaining and regaining space, is not covered.
10. Any procedures that require treatment of conditions that are the result of congenital or developmental malformations are not covered.
11. Periodontal surgery is not covered.
12. Prescribed medications are not covered.

MEETING DATE: JUN 08 1995

AGENDA NO.: C-9

(Above space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Intergovernmental agreement with the Oregon Health Division (Contract #200096)

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

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

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

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health

DIVISION: \_\_\_\_\_

CONTACT: Tom Fronk

TELEPHONE #: x4274

BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Tom Fronk

**ACTION REQUESTED:**

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

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

The Oregon State Public Health Laboratory will provide various diagnostic laboratory tests which the County laboratory is not capable of performing.

6/13/95 ORIGINALS TO KAREN GARBER

**SIGNATURES REQUIRED:**

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

Or

DEPARTMENT MANAGER: Beili Odgaard

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

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

BOARD OF  
COUNTY COMMISSIONERS  
1995 MAY 30 AM 10:11  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON



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

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

## MEMORANDUM

TO: Board of County Commissioners

FROM: Bill Odegaard, Director, Health Department

DATE: May 5, 1995

SUBJECT: Renewal of intergovernmental agreement with the Oregon Health Division  
for laboratory tests

- I. Recommendation/Action Requested: The Health Department recommends Board ratification of Contract #200096 with the Oregon Health Division for the period July 1, 1995, to and including June 30, 1996.
- II. Background/Analysis: The Oregon State Public Health Laboratory will provide various diagnostic laboratory tests which the County laboratory is not capable of performing. The County has negotiated a favorable rate for each of the tests. The State will continue to provide screening (e.g. prenatal and refugee) and communicable disease (food handler) services at no charge. This contract has been renewed annually since the mid 1980's.
- III. Financial Impact: Expenditures are currently running approximately \$2,000 per month. Funds have been budgeted.
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: None
- VII. Citizen Participation: None
- VIII. Other Government Participation: None



# **CONTRACT APPROVAL FORM** (See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200096

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

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$25,000	<b>CLASS II</b> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement  <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>C-9</u> DATE <u>6/8/95</u> <u>DEB BOGSTAD</u> <b>BOARD CLERK</b>
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Department Health Division \_\_\_\_\_ Date May 5, 1995

Contract Originator Karen Garber Phone x6207 Bldg/Room 160/8

Administrative Contact Tom Fronk Phone x4274 Bldg/Room 160/7

Description of Contract ~~MAINT~~ Lab tests.

(RENEWAL)

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

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

Contractor Name Oregon Health Division  
Oregon State Public Health Laboratory

Mailing Address 800 NE Oregon Street, #21  
Portland, OR 97204

Phone 229-6380/229-5754

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

Effective Date July 1, 1995

Termination Date June 30, 1996

Original Contract Amount \$ Requirements

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

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

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

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

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

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

☒ Monthly \$(invoice) ☐ Net 30

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

☐ Requirements contract - Requisition required.

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

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

**REQUIRED SIGNATURES:**

Department Manager Bill Odegaard

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

County Counsel Katie Gatzert

County Chair / Sheriff Melvin Dean

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

Encumber: Yes ☐ No ☐Date 5/13/95

Date \_\_\_\_\_

Date 5/21/95Date June 8, 1995

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015	0835			6110			State Lab	Requirements	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

## LABORATORY SERVICES AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into as of the \_\_\_\_\_ of \_\_\_\_\_, 1995, by and between MULTNOMAH COUNTY, a home rule political subdivision of the State of Oregon (hereinafter referred to as "COUNTY"), and the STATE OF OREGON, acting by and through the Oregon State Public Health Laboratory, (hereinafter referred to as "STATE"),

### WITNESSETH:

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

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

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

1. Term

The term of this Agreement shall be from July 1, 1995, to and including June 30, 1996, unless sooner terminated under the provisions hereof.

2. Services

STATE's services under this Agreement shall consist of the following:

A. Test sera from COUNTY's clients for:

- 1) Hepatitis B surface Antigen (HBsAg)
- 2) Hepatitis B core Antibody (HBcAb)
- 3) Hepatitis B surface Antibody (HBsAb)
- 4) Hepatitis A Virus Antibody - IgM Specific (HAVAB-IgM).

B. Test REEP and MCPCO clients for HBsAg, Rubella and Syphilis.

C. Call laboratory results to COUNTY at 248-3555 and/or send or fax laboratory reports of results to:

Multnomah County Laboratory  
426 SW Stark Street, 9th Floor  
Portland, OR 97204

D. Pick up serum specimens daily from COUNTY laboratory.

3. Compensation

A. COUNTY agrees to pay STATE for the performance of those diagnostic (i.e. clinic) services provided hereunder, which payment shall be based upon the following terms:

- 1) HBsAg tests at \$4.00 per test.
- 2) Anti-HBc test at \$4.00 per test.
- 3) Anti-HBs test at \$5.00 per test.
- 4) IgM-AntiHAV test at \$10.00 per test.
- 5) IgM-AntiHBC test at \$10.00 per test.
- 6) Hepatitis B Prevacine Screen (OSHA) test at \$7.00 per test.
- 7) Rubella test at \$3.50 per test.
- 8) Syphilis test at \$1.25 per test.
- 9) Childhood Blood Lead test at \$10.00 per test.
- 10) HIV (chargeable) test at \$12.00 per test

B. STATE agrees not to charge COUNTY for screening (i.e. prenatal and refugee) and communicable disease (i.e. food handler) services.

C. Upon receipt of monthly invoice from STATE, COUNTY will send monthly payments to:

Manager, Fiscal Services Section  
Oregon State Health Division  
P.O. Box 14260  
Portland, OR 97214-0260

D. COUNTY makes no guarantee as to the quantity of referrals which will be made from this Agreement.

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

F. All final billings affecting Agreement payments must be received within forty-five (45) days after the end of the Agreement period. Agreement payments not triggered or billed within this specified time period will be the sole responsibility of STATE.

**INTERGOVERNMENTAL AGREEMENT  
STANDARD CONDITIONS**

1. INDEPENDENT CONTRACTOR STATUS

STATE is an independent contractor and is solely responsible for the conduct of its programs. STATE, its employees and agents shall not be deemed employees or agents of COUNTY.

2. INDEMNIFICATION

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

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

3. WORKERS COMPENSATION INSURANCE

STATE shall maintain workers' compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier-insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes.

4. TAXPAYER IDENTIFICATION NUMBER

STATE shall furnish to COUNTY its federal employer identification number, as designated by the Internal Revenue Service.

5. SUBCONTRACTS AND ASSIGNMENT

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

6. ACCESS TO RECORDS

STATE agrees to permit authorized representatives of COUNTY, and/or the applicable federal or state government audit agency to make such review of the records of the STATE as COUNTY or auditor may deem necessary to satisfy audit and/or program evaluation purposes. STATE shall permit authorized representatives of COUNTY Health Department to site-visit all programs covered by this Agreement. Agreement costs disallowed as the result of such audits, review or site visits will be the sole responsibility of STATE. If an Agreement cost is disallowed after reimbursement has occurred, STATE will make prompt repayment of such cost.

7. ADHERENCE TO LAW

- A. STATE shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations and policies concerning workers' compensation, and minimum and prevailing wage requirements.
- B. STATE shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges or employment, nor shall any person be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age or handicap. In that regard, STATE must comply with all applicable provisions of Executive Order Number 11246 as amended by Executive Order Number 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R. 84.4 and the Americans with Disabilities Act of 1990, Public Law Number 101-336 and all enacting regulations of the EEOC and Department of Justice. STATE will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provision of ORS Chapter 659.

8. MODIFICATION

- A. In the event that COUNTY's Agreement obligation is amended by a federal- or state-initiated change, COUNTY shall amend this Agreement through written notification of changes sent to STATE by mail. STATE shall return to COUNTY within twenty (20) working days a signed acknowledgement of receipt of COUNTY's notification document.
- B. Any other amendments to the provisions of this Agreement, whether initiated by COUNTY or STATE, shall be reduced to writing and signed by both parties.

9. INTEGRATION

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral discussions or agreements.

10. WAIVER OF DEFAULT

Waiver of a default shall not be deemed to be a waiver of any subsequent default. Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the provisions of this Agreement

11. EARLY TERMINATION

- A. Violation of any of the rules, procedures, attachments, or conditions of this Agreement may, at the option of either party, be cause for termination of the Agreement and, unless and until corrected, of funding support by COUNTY and services by STATE, or be cause for placing conditions on said funding and/or service, which may include withholding of funds. Waiver by either party of any violation of this Agreement shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this Agreement.

- B. This Agreement may be terminated by either party by sixty (60) days written notice to the other party.
- C. Immediate termination or amendment by COUNTY may occur under any of the following conditions:
  - 1) Upon notice of denial, revocation, suspension or non-renewal of any license or certificate required by law or regulation to be held by STATE to provide a service under this Agreement.
  - 2) Upon notice if STATE fails to begin services on the date specified in this Agreement, or if STATE fails to continue to provide service for the entire Agreement period.
  - 3) Upon notice to COUNTY of evidence that STATE has endangered or is endangering the health and safety of clients/residents, staff, or the public.
- D. Payment to STATE will include all services provided through the day of termination and shall be in full satisfaction of all claims by STATE against COUNTY under this Agreement.
- E. Termination under any provision of this section shall not affect any right, obligation or liability of STATE or COUNTY which accrued prior to such termination.

12. LITIGATION

STATE shall give COUNTY immediate notice in writing of any action or suit filed or any claim made against STATE or any subcontractor of which STATE may be aware which may result in litigation related in any way to this Agreement.

13. OREGON LAW AND FORUM

This Agreement shall be construed and governed according to the laws of the State of Oregon.

14. RECORD CONFIDENTIALITY

STATE agrees to keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality.

15. CERTIFICATION REGARDING LOBBYING

- A. No federal appropriated funds can be or will be paid, by or on behalf of the STATE, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Agreement, the STATE shall complete and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.

IN WITNESS WHEREOF, the parties have caused this Agreement, including the Standard Conditions and any attachments incorporated herein, to be executed by their duly authorized officers the day and year first above written.

STATE OF OREGON  
HEALTH DIVISION

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

93-6001752  
Contractor's Federal ID Number

MULTNOMAH COUNTY, OREGON

By Beverly Stein  
Beverly Stein, Multnomah County Chair  
Date June 8, 1995

HEALTH DEPARTMENT

By Billi Odegaard  
Billi Odegaard, Director  
Date 5/12/95

By [Signature]  
Program Manager  
Date 5/11/95

REVIEWED:

Laurence B. Kressel, County Counsel for  
Multnomah County, Oregon

By Katie Gaetjens  
Katie Gaetjens, Deputy Counsel  
Date 5/21/95

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-9 DATE 6/8/95  
DEB BOGSTAD  
BOARD CLERK

MEETING DATE: JUN 08 1995

AGENDA NO: C-10

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Request Approval of Deed to Contract Purchaser for Completion of Contract.

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

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

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

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

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

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

Request approval of deed to contract purchaser for completion of Contract #15702 (Property originally purchased at auction).

Deed D951199 and Board Order attached.

6/13/95 ORIGINAL DEED AND COPIES OF ORDER & DEED  
TO TAX TITLE

**SIGNATURES REQUIRED:**

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

OR

DEPARTMENT MANAGER: *[Signature]* *Betsy Willis*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF  
COUNTY COMMISSIONERS  
1995 JUN - 1 PM 3:42  
MULTNOMAH COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of )  
Deed D951199 Upon Complete Performance of ) ORDER  
a Contract to ) 95-130  
P. A. SAITO )

It appearing that heretofore on July 21, 1992, Multnomah County entered into a contract with P. A. SAITO for the sale of the real property hereinafter described; and

That the above contract purchaser has fully performed the terms and conditions of said contract and is now entitled to a deed conveying said property to said purchaser;

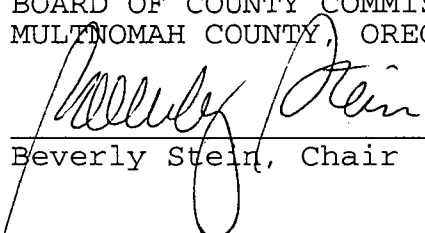
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the County of Multnomah, State of Oregon:

PENINSULAR ADD #3  
LOTS 4 & 5, BLOCK 36

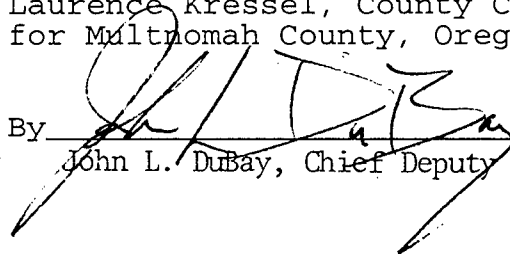
Dated at Portland, Oregon this 8th day of June, 1995.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

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

By   
John L. DuBay, Chief Deputy

DEED D951199

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to P. A. SAITO, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

PENINSULAR ADD #3  
LOTS 4 & 5, BLOCK 36

The true and actual consideration paid for this transfer, stated in terms of dollars is \$6,900.00.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

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

10635 SW CAPITOL HWY  
PORTLAND, OR 97219

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 8th day of June, 1995, by authority of an Order of the Board of County Commissioners heretofore entered of record.



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

By

*John L. DuBay*  
John L. DuBay, Chief Deputy

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

*Beverly Stein*  
Beverly Stein, Chair

DEED APPROVED:  
Janice Druian, Director  
Assessment & Taxation

By

*K. A. Junberg*  
*Janice M. Druian*

After recording, return to Multnomah County Tax Title, 166/200

STATE OF OREGON

)

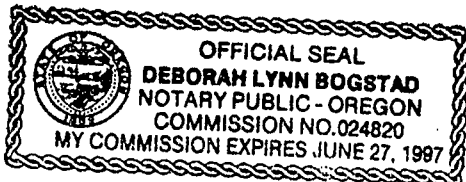
) ss

COUNTY OF MULTNOMAH

)

On this 8th day of June, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

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



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: 6/27/97

MEETING DATE: JUN 0 8 1995

AGENDA NO: C-11

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Request Approval of Repurchase Deed to Former Owner

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

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

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

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Request approval of Repurchase Deed to former owner, ESTATE OF RICHARD MARTIN, DECEASED AND RONALD MARTIN.

Deed D951201 and Board Order attached.

6/13/95 ORIGINAL DEED AND COPIES OF ORDER & DEED  
TO TAX TITLE

**SIGNATURES REQUIRED:**

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

OR

DEPARTMENT MANAGER: James M. Dr. Betsy Wheeler

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

1995 JUN -1 PM 4:04  
CLERK OF  
MULTNOMAH COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of )  
Deed D951201 for Repurchase of ) ORDER  
Tax Acquired Property to )  
Former Owners ) 95-131  
)  
ESTATE OF RICHARD MARTIN, DECEASED )  
and RONALD MARTIN )

It appearing that heretofore Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that ESTATE OF RICHARD MARTIN, DECEASED and RONALD MARTIN are the former record owners thereof, and have applied to the county to repurchase said property for the amount of \$7,530.34 which amount is not less than that required by Section 275.180 ORS; and that it is for the best interests of the County that said application be accepted and that said property be sold to said former owners for said amount;

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

CLOVERDALE EXTN & PLAT 2  
S 64' OF LOT 8, BLOCK 11

Dated at Portland, Oregon this 8th day of June , 1995.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

*Beverly Stein*  
Beverly Stein, Chair

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

By *Matthew O. Ryan*  
Matthey O. Ryan, Deputy

DEED D951201

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to ESTATE OF RICHARD MARTIN, DECEASED and RONALD MARTIN, Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

CLOVERDALE EXTN & PLAT 2  
S 64' OF LOT 8, BLOCK 11

The true and actual consideration paid for this transfer, stated in terms of dollars is \$7,530.34.

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

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

875 NE JARRETT ST  
PORTLAND OR 97211-3734

IN WITNESS, WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 8th day of June, 1995, by authority of an Order of said Board of County Commissioners heretofore entered of record.



REVIEWED,  
Janice Kressel, County Counsel  
for Multnomah County, Oregon

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

*Beverly Stein*  
Beverly Stein, Chair

By *Matthew O. Ryan*  
Matthew O. Ryan, Deputy

DEED APPROVED:  
Janice Druian, Director  
Assessment & Taxation

By *K. A. Junberg*

After recording return to Multnomah County Tax Title PO Box 2716  
Portland, Or 97208 166/300/Tax Collections

STATE OF OREGON

)

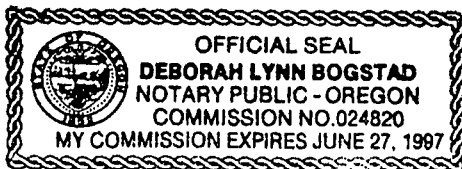
) ss

COUNTY OF MULTNOMAH

)

On this 8th day of June, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

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



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

#1

**PLEASE PRINT LEGIBLY!**

MEETING DATE

6/8/95

NAME

ADDRESS

STREET

CITY

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO.

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

#2

**PLEASE PRINT LEGIBLY!**

MEETING DATE

6-8-95

NAME

ADDRESS

STREET

CITY

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO.

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

DATE: 6/8/95

TO: Beverly Stein & Sharron Kelley, Multnomah Co. Commissioners

FROM: Richard L. Koenig, Two parent family advocate

Dear Bev and Sharron:

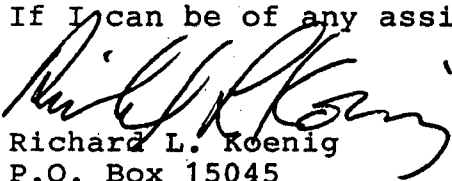
I am prepared to accept the statement made by Bev that her mediators are degreed, licensed, and certified in response to my concerns about lack of professional ethics, as an indication of mere incompetence. I can work with that.

Here are very simple and specific instructions which, when followed, will take care of the problems that I have brought to your attention.

1. Require the Family Services Department to include a copy of the mission statement of the Family Violence Intervention Steering Committee of Multnomah County, an application form for membership to said entitiy, and statement that the Family Services Department is a founding member of it, in the initial mail out to potential clients.

2. Require the Family Services Department to provide a written list of financial and legal considerations which will allow fully informed concent to any mediated agreement their clients may make. This list should include, but not be limited to the items which are on the list I provided to the clients before I was silenced by arrest. This list could be included in the initial mail out and the postal rate would still be under basic rate if printed double sided.

If I can be of any assistance, feel free to contact me.



Richard L. Koenig  
P.O. Box 15045  
Portland, OR 97215  
(503) 235-5953

Meeting Date: JUN 0 8 1995

Agenda No.: R-2

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

AGENDA PLACEMENT FORM

SUBJECT: Proclamation

BOARD BRIEFING: Date Requested:  
Amount of Time Needed:

REGULAR MEETING: Date Requested: 6/8/95  
Amount of Time Needed: 5 Minutes

DEPARTMENT: Nondepartmental

DIVISION: Chair's Office

CONTACT: Melinda Petersen

TELEPHONE: X-3971

BLDG/ROOM: 106/1515

PERSON(S) MAKING PRESENTATION: Chris Johnson

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

PROCLAMATION in the Matter of Proclaiming Support for Portland's 20th Annual Lesbian and Gay Pride Parade and Festival

6/8/95 ORIGINAL TO CHRIS JOHNSON  
6/13/95 COPY TO MELINDA PETERSEN

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

OR

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

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

forms\apf.doc



# MULTNOMAH COUNTY OREGON



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

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

To: Board of County Commissioners  
From: The Health Department Cross Cultural Committee  
Via: Billi Odegaard, Director of the Health Department  
Date: June 8, 1995  
Subject: **Support of the Board of County Commissioners for Proclaiming  
June 17th, 1995 as Lesbian and Gay Pride Day '95.**

The Cross Cultural Committee of the Health Department wishes to express its support and gratitude to the Board of County Commissioners for its efforts in combating all forms of discrimination within Multnomah County. You have repeatedly set strong examples by your commitment to diversity and multiculturalism. We commend you for your continued efforts to curb hatred, violence and bigotry within the region. You demonstrate effective leadership when you, as elected officials, speak out and act against those things that separate and divide the communities that you serve.

It is good public health policy to support efforts which encourage, facilitate and promote understanding and communication among our various communities. Bridging the barriers that exist between our many cultural communities helps address public health issues such as inter-community violence, marginalization, mistrust and teen suicide. These efforts are critical to a long range plan to achieve a healthy County.

Lesbians and gay men are part of every cultural community: racial, ethnic, socio-economic, physically or mentally challenged, young and old, religious and political. Lesbian and Gay Pride Day commemorates the time when this diverse community first began fighting for their rights to be free from harassment and discriminatory treatment. This annual celebration educates others and breaks down the stereotypes of homophobia and heterosexism. It is a celebration of diversity and community strength. It is the antitheses of hate.

On behalf of our lesbian, gay and bisexual staff, clients and customers, we encourage you to continue your commitment by proclaiming June 17th, 1995 as "Lesbian and Gay Pride Day '95". We also encourage you to support GLEE ( the Multnomah County Gay, Lesbian Employees Everywhere ) during the Pride '95 events. Your presence will demonstrate support for valuable county employees and be visible evidence to the community that you are "Walking your Talk".

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Proclaiming Support    )  
for Portland's 20th Annual Lesbian        ) P R O C L A M A T I O N  
and Gay Pride Parade and Festival        )       95-132

WHEREAS, Saturday June 17, 1995 marks the 20th anniversary of Portland's Lesbian and Gay Pride Parade and Festival; and

WHEREAS, the theme of the 1995 parade "From Silence to Celebration!" highlights the need for a community where it is safe for all gay, lesbian and bisexual citizens to live; and

WHEREAS, the organizers and participants of the parade and festival ask all Oregonians to stand with them for healing the divisiveness in our community and against hatred and bigotry; and

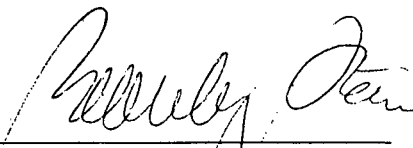
WHEREAS, the Board of County Commissioners is personally committed to ensure all citizens in this community are accorded their dignity, human rights and safety; and

WHEREAS, the Board of County Commissioners supports the efforts of Gay/Lesbian Employees Everywhere (GLEE) to recognize and value diversity within our community and support all people who struggle for equality and justice.

NOW, THEREFORE, the Board of County Commissioners PROCLAIMS its support for the 1995 Lesbian and Gay Pride Parade and Festival and calls upon all Multnomah County employees and citizens to join together at the parade on Saturday June 17, 1995 in support of GLEE and Oregon's gay and lesbian community.

APPROVED this 8th day of June, 1995.

MULTNOMAH COUNTY, OREGON

By   
Beverly Stein, Chair



Meeting Date: JUN 08 1995  
Agenda No.: R-3

(Above space for Clerk's Office Use)

## AGENDA PLACEMENT FORM

SUBJECT: Resolution authorizing the issuance and negotiated sale of \$7,400,000  
Certificate of Participation Sale

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

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

REGULAR MEETING      Date Requested: June 8, 1995

Amount of Time Needed: 10 minutes

DEPARTMENT: MSS DIVISION: Finance

CONTACT: Dave Boyer TELEPHONE #: x3903

BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Dave Boyer

ACTION REQUESTED:

☐ INFORMATIONAL ONLY      ☐ POLICY DIRECTION      ☒ APPROVAL      ☐ OTHER

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

Approve resolution authorizing the sale of \$7,400,000 COP issue for the additional 64 beds at the Juvenile Justice Complex. Designating the Authorized Office for the County, Financial Advisor Paying Agent, Registrar and Bond Counsel.

6/13/95 CERTIFIED TRUE COPIES TO WAVE BOYER,  
COPY TO WAVE SIGNATURES REQUIRED: WARREN

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

OR

DEPARTMENT MANAGER: Carol A. Boyer

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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



# MULTNOMAH COUNTY OREGON

BEVERLY STEIN  
COUNTY CHAIR

EMPLOYEE SERVICES  
FINANCE  
LABOR RELATIONS  
PLANNING & BUDGET  
RISK MANAGEMENT

(503) 248-5015  
(503) 248-3312  
(503) 248-5135  
(503) 248-3883  
(503) 248-3797

(503) 248-5170 TDD

PORTLAND BUILDING  
1120 S.W. FIFTH, 14TH FLOOR  
P.O. BOX 14700  
PORTLAND, OREGON 97214

PURCHASING, CONTRACTS  
& CENTRAL STORES

(503) 248-5111

2505 S.E. 11TH, 1ST FLOOR  
PORTLAND, OREGON 97202

## MEMORANDUM

To: Board of County Commissioners

From: Dave Boyer, Finance Director *DB*

Date: May 30, 1995

Requested Placement Date: June 8, 1995

RE: Certificate of Participation in the amount not to exceed \$7,400,000

### I. Recommendation/Action Requested:

Approve Resolution authorizing the issuance and negotiated sale of \$7,400,000 in COP's.

### II. Background/Analysis:

Under ORS 288.155 the County is authorized to issue certificates of participation to finance capital expenditures.

On May 4, 1995, the Board passed Resolution 95-99 to construct an additional 64 beds at the Juvenile Justice Complex. This Resolution authorizes the County to issue the Certificates Of Participation to finance the construction of the additional beds.

Ater Wynne Hewitt Dodson & Skerritt Bond Counsel, Regional Financial Advisors and Bank of America Paying Agent/Registrar have all been selected according to County procurement processes.

Finance has been working with our Financial Advisor and Bond Counsel to prepare the

necessary documents to issue the certificates. We will be issuing a Request for Proposal to select an underwriter to finance the capital expenditure.

III. Financial Impact: The 1995-96 Approved Budget contain the necessary debt repayment amount. The estimated annual payment will be about \$671,000 per year. We are estimating, based on the current market, that the interest rates will be between 4.5% to 6%. Washington County will be purchasing and paying for 16 of the bed spaces and the State of Oregon will be leasing, without option to purchase, 32 of bed spaces as stated in the attached memo.

This COP issue meets all of the requirements contained in Resolution No. 94-154 the Financial and Budget Policy. The following is the calculation of 5% authorization and current payment level:

	<u>Current Pmt.</u>	<u>5% Authorization</u>
General Fund Supported	\$6,233,000	\$8,980,000

IV. Legal Issues: Bond Counsel and County Counsel have reviewed or will review all legal documents required.

V. Controversial Issues: None

VI. Link to Current County Policies: Is consistent with County policy.

VII. Citizen participation: None

VIII. Other Government Participation: None



# MULTNOMAH COUNTY OREGON

JUVENILE JUSTICE DIVISION  
1401 N.E. 68TH  
PORTLAND, OREGON 97213  
(503) 248-3480  
TYT 248-3561

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

## MEMORANDUM

TO: Chair Stein  
Board of County Commissioners

FROM: Elyse Clawson, Director  
Juvenile Justice Division

DATE: May 17, 1995

SUBJECT: AGREEMENT WITH STATE FOR 32 BEDS

- State Lease 32 beds for 15 years for use as a regional assessment and observation center. County retains ownership.
- They will provide their own furnishings and staff.
- First 15 months, state pays \$30.00 per day. There after, state pays full cost of financing c.o.p.'s and operating (ie. utilities, etc.).
- County guarantees them availability of beds for 5 years.
- After 5 years if county needs to take over the pod, county pays the state a penalty of 6% per year for the number of years that the state leased the beds. The 6% based on the difference in value between the full construction cost (owning the facility) and the discount for leasing the beds.
- If state leaves facility prior to the end of the lease they pay county a penalty. Details of penalty need to be worked out.
- Some details on penalties, use of food service, medical and minor interior modifications of office space still needs to be worked out.
- If either party wants to withdraw before the term of the lease, they must provide advance notification of 1 year.

EC/la



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES  
DIVISION OF FACILITIES AND  
PROPERTY MANAGEMENT  
2505 S.E. 11TH AVENUE  
PORTLAND, OREGON 97202  
(503) 248-3322

BEVERLY STEIN  
MULTNOMAH COUNTY CHAIR

## JUVENILE JUSTICE COMPLEX/REPLACEMENT PROJECT CONSTRUCTION COST SUMMARY TO DATE MAY 31, 1995

*	<b>Permits, Fees</b> .....	\$230,864.00
	City of Portland reviews, plan checks, permits, landuse reviews, bureau of water works, street use permits, etc.	
*	<b>Utilities</b> .....	30,476.00
	Portland General Electric, U.S. West.	
*	<b>Furnishings and Equipment</b> .....	919,825.00
	Uni-Group/State Furniture Contracts, x-ray and metal walk-thru security systems, misc. desks, chairs, filing cabinets, storage shelving units, etc., built-in tables and seats for dining areas and data system.	
*	<b>Telephone System</b> .....	161,500.00
	New telephone system for new building and temporary phone system for temporary offices in phased construction.	
*	<b>Temporary Interties/Routing/Connections</b> .....	34,315.00
	County road shops temporary staging areas and road, revising outdoor recreation areas for phased construction, electric carts for staff transportation (front to back of site) during phased construction.	

*	<b>Moving Costs</b> .....	10,060.00
	Logistical movings during phased construction and moving from existing buildings to new building.	
*	<b>Security Electronics</b> .....	43,886.00
	Equipment and parts for county electronic services to make final connections and termination systems for building security systems.	
*	<b>Miscellaneous Costs</b> .....	19,995.00
	Including advertising for bidding, cable television access, walk off mats, temporary signs, minority consultant, repair existing equipment, repair existing building for rain damage, etc.	
*	<b>Testing/Quality Control</b> .....	82,403.00
	Professional testing and inspections of all structural elements of the new building including site soils, structural fill, all structural concrete and steel, concrete block work, etc. as required by the City of Portland Bureau of Buildings.	
*	<b>Work Orders</b> .....	10,000.00
	Work by County Sign Shop and Facilities and Property Management including temporary site signs during construction, miscellaneous power outlets, mechanical and cabinet revisions in intrum admissions wing, salvage items for temporary usage, etc.	
*	<b>Asbestos Work</b> .....	237,643.00
	Asbestos abatement work in original building complex.	
*	<b>Consultants</b> .....	2,178,684.00
	Including architects and mechanical, electrical, civil, geotechnical engineering, kitchen design, site surveyor.	

\* Hoffman Construction Company ..... 27,442,781.00

Cost to construct base building and including revisions outside the original scope of work as follows, built-in tables and seats for dining areas, storage cabinet work in admissions-intake, paging speaker system, additional security cameras, security netting system for recreational yard next to freeway, visitor area communication intercom system, housing Pod D concrete block security wall system, and City changes to utilities plans, fire/smoke damper system, and electrical service work to main electrical distribution panels.

\* Demolition of Old North Detention Wing ..... 84,662.00

To facilitate construction schedule this wing was demolished before major work began.

\* Percent for Art ..... 367,202.00

(1.33% for \$27,609,188.00).

TOTAL COSTS TO DATE ..... \$31,854,296.00

CONSTRUCTION BUDGET ..... \$32,184,333.00

---

Robert Nilsen  
Facilities & Property Management  
Multnomah County  
(503) 248-3322

**BEFORE THE BOARD OF COUNTY COMMISSIONERS**

**MULTNOMAH COUNTY, OREGON**

A Resolution of the Board of County Commissioners )  
of Multnomah County, Oregon Authorizing the Issuance )  
and Negotiated Sale of Certificates of Participation, )  
Series 1995B, in an amount not exceeding \$7,400,000; )  
Authorizing the Execution and Delivery of a Supplemental )  
Lease-Purchase and Escrow Agreement; Designating an )  
Authorized Representative, Financial Advisor, Special )  
Counsel, and Registrar and Paying Agent; and Other Matters. )

**RESOLUTION NO. 95- 133**

WHEREAS, the above-entitled matter is before the Board of County Commissioners of Multnomah County, Oregon (the "County"), upon a showing by the Director, Finance Division, that, the County is authorized pursuant to the Charter of the County and Oregon Revised Statutes Section 279.101(2) to issue and sell at a private negotiated sale Certificates of Participation, Series 1995B (the "Certificates"), in an amount not to exceed \$7,400,000, to (1) finance the construction and equipping of additional juvenile detention facilities which will include providing an additional 64 beds within the existing Juvenile Justice Complex (the "1995 Project"); (2) fund a Reserve Account; and (3) pay all costs incidental thereto; and

WHEREAS, Ballot Measure No. 11, a statewide measure approved by the voters of the State of Oregon on November 8, 1994, mandates sentences for certain crimes committed by persons of the age of 15 and up and requires a court to impose the sentences for crimes committed on or after April 1, 1995; and

WHEREAS, the County must provide additional juvenile detention facilities to accommodate the increase of juvenile offenders; and

WHEREAS, on August 20, 1992, the County issued Certificates of Participation, Series 1992A, Lease-Purchase and Escrow Agreement (Juvenile Justice Complex Project) in the aggregate principal amount of \$36,000,000 (the "Series 1992A Certificates") for the purpose of demolishing and removal of the Multnomah County Juvenile Detention Facility known as the Donald E. Long Home and for the acquisition and construction of a new juvenile detention facility to provide facilities for the detention of juveniles and for juvenile court and administrative facilities; and

WHEREAS, the Series 1992A Certificates provided for the issuance of Additional Certificates on a parity of pledge of funds and a lien upon the 1995 Project. Section 3.15 of the Series 1992A Certificates Lease-Purchase and Escrow Agreement (the "Series 1992A Agreement") requires that all

provisions of the Series 1992A Agreement shall apply to the Additional Certificates and shall be binding upon the registered owners of the Additional Certificates; and

WHEREAS, Washington County, Oregon may lease 16 beds of the juvenile facilities from the County and enter into a Sublease and Purchase Agreement with the County for the lease thereof; and

WHEREAS, the State of Oregon is interested in using an additional 32 beds in the metropolitan Portland region to serve as an assessment center for youths who are to be committed to state training institutions. The County will enter into negotiations with the State of Oregon regarding the construction, equipping and use of 32 additional beds at the Multnomah County Juvenile Justice Complex and the State of Oregon will pay for a substantial portion of such capital costs and the allocable operating costs; and

WHEREAS, it is advantageous for the County, pursuant to the Series 1992A Agreement, to authorize and enter into a Supplemental Lease-Purchase and Escrow Agreement to finance the construction and equipping of the 1995 Project to further fund the Reserve Account of the Series 1992A Agreement or to provide for the funding of the Reserve Account created by the Supplemental Agreement, to comply with the conditions of Section 3.15 of the Series 1992A Agreement and to pay all costs incidental thereto. In addition, the Supplemental Lease-Purchase and Escrow Agreement will authorize the Escrow Agent to issue the Certificates, subject to annual appropriation, in an aggregate principal amount not to exceed \$7,400,000 payable from appropriated funds and accounts pledged by the County and by a pledge of the County's interest in the 1995 Project under the Supplemental Lease-Purchase and Escrow Agreement;

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. Authorization. The County authorizes:

a. Issuance and Sale of Certificates. The issuance and private negotiated sale of the Certificates of Participation, Series 1995B, which shall be issued by the Escrow Agent under the Supplemental Lease-Purchase and Escrow Agreement in an amount not to exceed \$7,400,000 for and on behalf of the County, to finance the construction and equipping of the 1995 Project, to further fund the Reserve Account and to pay the costs of issuance of the Certificates. The Certificates shall be issued at not to exceed a true effective rate of interest of seven percent (7.00%) per annum and at a discount not greater than two percent (2.0%), including original issue discount.

b. Supplemental Lease-Purchase and Escrow Agreement. The execution and delivery of a Supplemental Lease-Purchase and Escrow Agreement (the "Supplemental Agreement") to lease and purchase the 1995 Project from Bank of America Oregon as escrow agent (the "Escrow Agent") pursuant to which the Escrow Agent shall execute and deliver the Certificates representing the principal amount payable under the Supplemental Agreement, and evidencing the right of the Escrow Agent to receive the County's appropriated lease payments under the Supplemental Agreement. The Supplemental Agreement may authorize the issuance of additional certificates of participation to finance the construction and equipping of additional juvenile detention facilities.

c. Special Accounts. The County authorizes the Authorized Representative to establish an Acquisition and Construction Account; a Proceeds Account; a Payment Account; and a Reserve Account as provided in the Supplemental Agreement.

2. Lease Payments. The County's obligation to make the Lease Payments due under the Supplemental Agreement shall be payable solely from general revenues of the County subject to an annual appropriation and the appropriated lease payments and other funds in the trust accounts as set forth in the Supplemental Agreement. The Lease Payments shall not be deemed a debt of the County within the meaning of any constitutional or statutory limitation.

3. Designation of Authorized Representative. Pursuant to Resolution No. 94-154 dated August 25, 1994, the County authorizes the Director, Finance Division, or his designee (the "Authorized Representative") to act on behalf of the County and determine the remaining terms of the Certificates as specified in Section 4.

4. Delegation of Final Terms and Sale of Certificates and Additional Documents. The Authorized Representative is authorized, on behalf of the County, to:

- a. approve of and authorize the distribution of the preliminary and final Official Statements to prospective purchasers of the Certificates;
- b. select an underwriter and negotiate the terms under which the Certificates shall be sold and to execute and deliver a Purchase Agreement or Proposal for sale of the Certificates;
- c. establish the maturity and interest payment dates, dated date, principal amounts, optional and/or mandatory prepayment provisions, if any, interest rates, and denominations and to establish other terms under which the Certificates shall be issued, sold, executed, and delivered;
- d. modify the Supplemental Agreement which the Authorized Representative determines at the time of sale to be in the best interest of the County, including the granting of a leasehold interest in the 1995 Project, and to execute and deliver the Supplemental Agreement;
- e. enter into a Conveyance of Leasehold Interest, Bill of Sale, or other appropriate security documents, with Bank of America Oregon conveying the 1995 Project pursuant to the Supplemental Agreement;
- f. obtain rating(s) on the Certificates, if determined by the County and the Authorized Representative to be in the best interest of the County;
- g. determine whether the Certificates shall be Book-Entry certificates and to take such actions as are necessary to qualify the Certificates for the Book-Entry System of DTC;
- h. apply for municipal bond insurance for the Certificates, if determined to be in the best interest of the County, and expend proceeds to pay any insurance premium;
- i. approve, execute and deliver the closing documents for the Certificates;
- j. execute and deliver a Tax Certificate specifying the action taken pursuant to this Resolution, and any other documents or agreements that the Authorized Representative determines are necessary and desirable to cause the issuance, sale and delivery of the Certificates in accordance with this Resolution.

5. Maintenance of Tax-Exempt Status. The County covenants for the benefit of the Owners of the Certificates to use the Certificate proceeds and the 1995 Project financed with Certificate proceeds in a manner and to otherwise comply with all provisions of the Internal Revenue Code of 1986, as amended (the "Code") which are required for the interest component of lease payments payable under the Supplemental Agreement to be excluded from gross income for federal income tax purposes, as provided in the Supplemental Agreement. The County makes the following specific covenants with respect to the Code:

- i. The County will not take any action or omit any action if it would cause the Certificates to become arbitrage bonds under Section 148 of the Code.
- ii. The County shall use and operate the 1995 Project financed with the Certificates so that the Certificates which were not issued as "private activity bonds" within the meaning of Section 141 of the Code do not become private activity bonds.
- iii. The County shall comply with appropriate Code reporting requirements.
- iv. The County shall pay, when due, all rebates and penalties with respect to the Certificates which are required by Section 148(f) of the Code.

The Authorized Representative may enter into covenants on behalf of the County to protect the tax-exempt status of the interest component of the Lease Payments due under the Supplemental Agreement and the Certificates.

6. Book-Entry Only System. During any time the Certificates are held in a book-entry only system (the "Book-Entry System"), the registered owner of all of the Certificates shall be The Depository Trust Company, New York, New York ("DTC"), and the Certificates shall be registered in the name of Cede & Co., as nominee for DTC. The County and DTC have entered into a Blanket Letter of Representations dated March 9, 1995 (the "Letter") and the provisions of such Letter shall be incorporated herein by this reference.

Under the Book-Entry System, the Certificates shall be initially issued in the form of a single fully registered certificate, one for each maturity of the Certificates. Upon initial issuance, the ownership of such Certificates shall be registered by the Registrar on the registration books in the name of Cede & Co., as nominee of DTC. The County and the Registrar may treat DTC (or its nominee) as the sole and exclusive registered owner of the Certificates registered in its name for the purposes of payment of the principal of, prepayment price of, and premium, if any, or interest on the Certificates, selecting the Certificates or portions thereof to be redeemed, if any, giving notice as required under this Resolution, registering the transfer of Certificates, obtaining any consent or other action to be taken by the owners and for all other purposes whatsoever; and neither the Registrar nor the County shall be affected by any notice to the contrary. The Registrar shall not have any responsibility or obligation to any person claiming a beneficial ownership interest in the Certificates under or through DTC or any Participant, or any other person which is not shown on the registration books of the Registrar as being a registered owner, with respect to the accuracy of any records maintained by DTC or any Participant; the payment by DTC or any Participant of any amount in respect of the principal or prepayment price of or interest on the Certificates; any notice or direction which is permitted or required to be given to or received from owners under this Resolution; the selection by DTC or any DTC Participant of any person to receive payment in the event of a partial prepayment of the Certificates; or any consent given or other action taken by DTC as owner; nor shall any DTC Participant or any such person be deemed to be a third party beneficiary of any owners' rights under this Resolution. The Registrar shall pay from moneys available

hereunder all principal of and premium, if any, and interest on the Certificates only to or upon the order of DTC, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to the principal of and premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. So long as the Certificates are held in the Book-Entry System, no person other than DTC shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Registrar to make payments of principal of and premium, if any, and interest pursuant to this Resolution. Upon delivery by DTC to the Registrar of DTC's written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Resolution with respect to transfers of Certificates, the term "Cede & Co.," in this Resolution shall refer to such new nominee of DTC.

At any time it determines that it is in the best interests of the owners, the County may notify the Registrar, and the Registrar will subsequently notify DTC, whereupon DTC will notify the DTC Participants, of the availability through DTC of Certificates. In such event, the Registrar shall issue, transfer and exchange, at the County's expense, Certificates as requested in writing by DTC in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Certificates at any time by giving written notice to the Registrar and discharging its responsibilities with respect thereto under applicable law. If DTC resigns as securities depository for the Certificates, Bond certificates shall be delivered pursuant to this section. Under such circumstances (if there is no successor securities depository), the Registrar shall be obligated to deliver Bond certificates as described in this Resolution, provided that the expense in connection therewith shall be paid by the County. In the event Bond certificates are issued, the provisions of this Resolution shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal of, premium, if any, and interest on such Certificates. Whenever DTC requests the Registrar to do so, the Registrar will cooperate with DTC in taking appropriate action after written notice (a) to make available one or more separate certificates evidencing the Certificates to any DTC Participant having Certificates credited to its DTC account, or (b) to arrange for another securities depository to maintain custody of Certificates.

7. Appointment of Special Counsel, Financial Advisor, Escrow Agent, Lessor and Paying Agent and Registrar. The County appoints Ater Wynne Hewitt Dodson & Skerritt as special counsel for the issuance of the Certificates, Regional Financial Advisors, Inc. as Financial Advisor to the County for the issuance of the Certificates and Bank of America Oregon as escrow agent, lessor, and paying agent and registrar for the Certificates.

8. Continuing Disclosure. Pursuant to S.E.C. Rule 15c2-12, effective after July 3, 1995, the County shall be required to comply with secondary disclosure of annual financial information and certain material events occurring after the issuance of the Certificates. The County shall enter into a separate written undertaking for the benefit of Certificate holders (the "Disclosure Agreement") under which the County will provide continuing disclosure as required under the Disclosure Agreement.

9. Resolution to Constitute Contract. In consideration of the purchase and acceptance of any or all of the Certificates by those who shall own the same from time to time (the "Owners"), the provisions of this Resolution shall be part of the contract of the County with the Owners and shall be deemed to be and shall constitute a contract between the County and the Owners, subject to the conditions

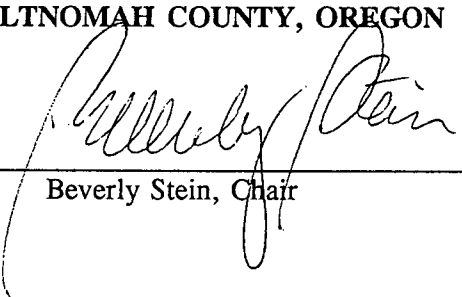
set forth in paragraph 2 herein. The pledges contained herein, including without limitation the County's covenants and the other covenants and agreements herein set forth to be performed by or on behalf of the County shall be for the equal benefit, protection and security of the Owners, all of whom shall be of equal rank without preference, priority or distinction of any of such Certificates over any other thereof.

ADOPTED this 8th day of June, 1995.



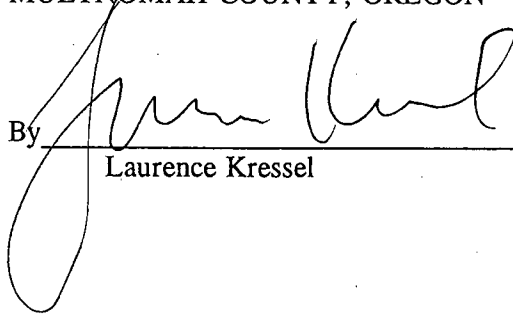
**BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON**

By

  
Beverly Stein, Chair

REVIEWED BY:  
COUNTY COUNSEL  
MULTNOMAH COUNTY, OREGON

By

  
Laurence Kressel

Meeting Date: JUN 0 8 1995

Agenda No: R-4

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Pay ranges and COLA increases for exempt employees

BOARD BRIEFING Date Requested:

Amount of Time Needed:

REGULAR MEETING: Date Requested: June 8, 1995

Amount of Time Needed: 10 Minutes

DEPARTMENT: Nondepartmental DIVISION: Employee Services

CONTACT: Curtis Smith TELEPHONE #: 248-5015

BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Curtis Smith

ACTION REQUESTED:

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

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

Proposed 3.0% COLA for exempt employees would be effective 7/1/95. Most union contracts provide for a 3.0% COLA on that date. The County's policy has been to provide a COLA on 7/1, usually in the same amount as the unions. Fiscal Year 95-96 overall cost is \$1,004,873. Most of this amount is already budgeted; the remainder will be absorbed by the respective departments.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

OR

DEPARTMENT MANAGER:

CLERK OF  
COUNTY COMMISSIONERS  
1995 MAY 30 PM 1:13  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

## ORDINANCE FACT SHEET

Ordinance Title: Ordinance relating to the pay ranges and COLA increases for exempt employees.

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefitted, other alternatives explored):

Proposed 3.0% COLA for exempt employees would be effective 7/1/95. Most union contracts provide for a 3.0% COLA on that date. The County's policy has been to provide a COLA on 7/1, usually in the same amount as the unions.

What other local jurisdictions in the metropolitan area have enacted similar legislation?

A COLA increase is a common pay policy.

What has been the experience in other areas with this type of legislation?

A COLA has historically been a satisfactory alternative to such private sector pay strategies as profit sharing, bonuses, gain sharing, and the like.

What is the fiscal impact, if any?

The total 95-96 cost will be \$1,004,873 all funds. All except \$65,000 of this money is currently budgeted; the departments will absorb the remaining \$65,000.

(If space is inadequate, please use other side)

### SIGNATURES:

Person Filling Out Form: Curtis Smith by SJA

Planning & Budget Division (if fiscal impact): Cheryl May

Department Manager/Elected Official: Beverly Stein



# MULTNOMAH COUNTY OREGON

BEVERLY STEIN  
COUNTY CHAIR

EMPLOYEE SERVICES  
FINANCE  
LABOR RELATIONS  
PLANNING & BUDGET  
RISK MANAGEMENT

(503) 248-5015  
(503) 248-3312  
(503) 248-5135  
(503) 248-3883  
(503) 248-3797

(503) 248-5170 TDD

PORTLAND BUILDING  
1120 S.W. FIFTH, 14TH FLOOR  
P.O. BOX 14700  
PORTLAND, OREGON 97214

PURCHASING, CONTRACTS  
& CENTRAL STORES

(503) 248-5111

2505 S.E. 11TH, 1ST FLOOR  
PORTLAND, OREGON 97202

TO: BOARD OF COUNTY COMMISSIONERS  
FROM: *Curtis Smith by SJA*  
Curtis Smith, Employee Services Manager  
DATE: May 30, 1995

REQUESTED PLACEMENT DATE: June 8, 1995

RE: Pay ranges and COLA increases for exempt employees

- I. Recommendation/Action Requested: Adoption of Ordinance to revise exempt job titles and pay ranges, apply a general adjustment to exempt pay ranges, and increase the pay of eligible exempt employees.
- II. Background/Analysis: This Ordinance reflects routine updating of the exempt employee compensation plan to keep it current. The analysis of the actions proposed in each Section of the Ordinance follows.

Section II (A) and (B) delete and add job titles. These changes are necessary due to departmental reorganization of responsibilities.

Section II (C) (1) revises the pay ranges of some existing positions.

a) The dental series (Dentist, Dentist/Senior and Dental Health Officer) are increased in order to bring this professional staff more in line with the labor market. Attachments A and B give labor market data for dentist in graph and table form. The proposed new range for Dentist is approximately a 15% increase from the current range. This brings our maximum salary nearer to the average of the identified labor market. Dentist/Senior is set 10% higher than Dentist to recognize the responsibility of managing a dental clinic and supervising subordinate staff. The Dental Health Officer is set 15% higher than Dentist/Senior to recognize the responsibility for managing the entire dental program.

b) The health administration series (Health Services Administrator, Health Services Manager and Health Services Manager/Senior) are increased approximately 5% to recognize the compression that will be occurring because the Oregon Nurse's Association contract provisions for July 1, 1995, including range restructuring that gives the bargaining unit employees increases beyond the

COLA. Many of the subordinates supervised by health services managers are members of this bargaining unit. This increase for the health administration series preserves the existing internal relationships within the Health Department.

c) The Pharmacist classification is increased by 5%. Attachment C shows labor market data for this position. The data show we are slightly below the market and this modest increase will bring Multnomah County into line at about the market average but still slightly below some of the major competitors. This proposed range is the closest range in the pay plan to the labor market average.

d) Labor Relations Specialist is increased by 10%. This increased is proposed to recognize additional responsibility that has been given to this position in a restructuring of the Labor Relations Division.

Section III changes the status of a position from unclassified to classified. As they are currently structured, the responsibilities of this position do not meet the standards to be designated as unclassified.

Section IV increases all the pay ranges in the exempt compensation plan by 3%, effective July 1, 1995. This is equal to the percentage COLA that is being processed for all the bargaining unit employees, according to their contracts.

Section V sets the salary for the Sheriff and provides for a 3.0% COLA increase on July 1. This salary is the same amount that was received by Sheriff Skipper and Acting Sheriff Bunnell.

Section VI (A) specifies that employees in classifications with ranges that have been revised are reclassified and may be eligible for pay increases within the limits of Ordinance 778, Section IX (A), which is the Board's regular pay administration policy. The cost of any such increases will be absorbed within the budgeted funds by the respective departments concerned.

Section VI (B) increases the pay for most exempt employees by 3%. There are two types of exemptions: a) Elected Officials' staff members, whose pay is determined by the appropriate elected official; and b) Department and Division Managers and equivalent positions, which are included in the first year of the phase-in to the results-oriented merit evaluation system.

### III. Financial Impact:

**COLA Adjustment** - The total cost of a 3% COLA for exempt employees will be \$1,004,873 all funds, based on the amounts included in the Proposed/Approved 1995-96 Budget. The Proposed/Approved Budget includes funding a for a 2.8% COLA. This will fall approximately \$65,000 short of the actual cost for these employees. Budget and Quality does not recommend that budgets be adjusted to account for the difference in COLA's. Programs will be expected to absorb the under-budgeted 2/10th of one percent cost within their existing amounts.

**Range Adjustments** - Section VI (A) specifies that employees in classifications with ranges that have been revised are reclassified and may be eligible for pay increases within the limits of Ordinance 778, Section IX (A), which is the Board's regular pay administration policy. The cost of any such increases will be absorbed within the budgeted funds by the respective departments concerned. For 1995-96 we estimate this will amount to \$128,000.

IV. Legal Issues: None.

V. Controversial Issues: None.

VI. Link to Current County Policies: Ordinance No. 778 requires that the exempt compensation plan be kept current.

VII. Citizen Participation: None.

VIII. Other Government Participation: None.

# SALARY RANGES FOR DENTISTS

May, 1995



\* Not including Multnomah County or St. Louis Survey

# **SALARY RANGES FOR DENTISTS** **May, 1995**

Employer	Min	Max
Multnomah County	\$51,355	\$59,916
State of Oregon	\$38,904	\$55,608
Willamette Dental	\$60,000	\$75,000
Kaiser	\$60,000	\$85,000
Average *	\$52,968	\$71,869
St. Louis County Survey **	\$51,664	\$72,197

\* Not including Multnomah County or St. Louis County Survey

\*\* Nationwide survey of county governments; 1994 data trended to 1995.

Proposed - Multnomah County	\$59,475	\$69,388
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# **SALARY DATA FOR PHARMACISTS** **May, 1995**

<b>Employer</b>	<b>Midpoint or Average</b>
Multnomah County	\$48,068
State of Oregon	\$41,658
Payless Drug	\$51,480
Kaiser	\$52,445
Safeway	\$48,442
Fred Meyer	\$52,722
Average *	\$49,349
St. Louis County Survey **	\$61,931

\* Not including Multnomah County or St. Louis County Survey

\*\* Nationwide survey of county governments; 1994 data trended to 1995.

Proposed - Multnomah County	\$50,485
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BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY OREGON

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

An ordinance relating to the pay ranges and COLA increases for exempt employees.

MULTNOMAH COUNTY ORDAINS AS FOLLOWS:

Section I. Findings.

(A) Multnomah County, Oregon employs a variety of individuals excluded from any collective bargaining agreement referred to as "exempt" employees.

(B) It is the County's policy to establish an exempt compensation plan that provides such pay as necessary for the County to recruit, select, and retain qualified management, supervisory, administrative, and professional employees; that recognizes employee performance, growth, and development; that maintains an appropriate internal relationship among classifications and employees based on job responsibilities, qualifications, and authority; and that maintains parity between equivalent exempt and non-exempt positions.

(C) The Personnel officer is responsible for developing and recommending compensation plan adjustments to the Multnomah County Board of Commissioners.

Section II. Deletion, Addition and Revision of Job Titles and Ranges.

(A) Deletions: The following job titles are deleted, effective June 30, 1995:

Department Director/DSS *	Facilities Coordinator
Facilities Building Manager *	Facilities Refurbish Mgr *
Facilities Building Supervisor	Purchasing Specialist Supr

(B) Additions: The following job titles are added, effective June 30, 1995:

<u>Job Title</u>	<u>Min</u>	<u>Mid</u>	<u>Max</u>
Central Stores Supervisor	\$38,836	\$46,603	\$54,370

Facilities Refurbishment Admin	\$42,797	\$51,357	\$59,916
Purchasing Supervisor	\$38,836	\$46,603	\$54,370

(C) Revisions:

(1) The following pay ranges are established for existing positions, effective June 30, 1995:

<u>Job Title</u>	<u>Min</u>	<u>Mid</u>	<u>Max</u>
Dentist	\$59,475	\$64,432	\$69,388
Dentist, Senior	\$65,557	\$71,020	\$76,483
Dental Health Officer	\$75,901	\$82,226	\$88,551
Health Services Admin	\$44,939	\$53,927	\$62,915
Health Services Manager	\$49,563	\$59,475	\$69,388
Health Services Mgr, Senior	\$57,362	\$68,835	\$80,307
Labor Relations Specialist	\$33,553	\$40,263	\$46,974
Pharmacist	\$46,603	\$50,485	\$54,370

Section III. Status Change.

Effective July 1, 1995, the asterisk (\*) is removed from the classification of MCSO Personnel Administrator, making this classification subject to the provisions of MCC 3.10 Merit System and changing the status of the incumbent from unclassified, non-Civil Service to classified, subject to Civil Service.

Section IV. General Adjustments.

The pay ranges of the exempt compensation plan shall be increased by 3.0%, effective July 1, 1995. These pay ranges, including the provisions of Section II, are shown in Exhibit A to this Ordinance and are adopted.

Section V. Salary for Sheriff.

The salary for the Sheriff shall be \$86,879.04 annually, prior to July 1, 1995. The Sheriff shall have his/her salary increased by 3.0%, effective July 1, 1995.

1 Section VI. Effect on Employees.

2 (A) Employees in classifications with pay ranges which have been revised in  
3 Section II (C) of this Ordinance shall be deemed reclassified, and may receive salary  
4 adjustments as authorized in Ordinance 778, Section IX. (A) and (B).

5 (B) Employees in positions described below shall receive no salary adjustment  
6 as a result of Section IV of this Ordinance, unless an increase is necessary to meet the  
7 requirement of Ordinance 778, Section IX (A). Such increases shall be limited to the  
8 amount necessary to bring an employee to the minimum rate of his/her salary range.

9 (1) Elected Officials' Staff (marked with a triple asterisk (\*\*\*) on Exhibit  
10 A); and

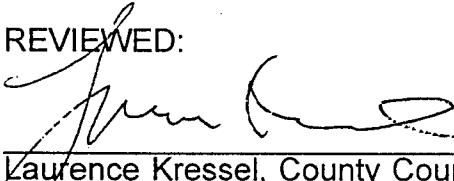
11 (2) Department and Division Managers and Equivalent Positions (marked  
12 with a plus sign (+) or a double plus sign (++) on Exhibit A).

13 (C) Except as provided in (B) above, each employee in a classification listed in  
14 Exhibit A shall have his/her salary increased by 3.0%, effective July 1, 1995.

15 ADOPTED the \_\_\_\_\_ day of \_\_\_\_\_, 1995, being the date of  
16 its second reading before the Board of County Commissioners of Multnomah County,  
17 Oregon.

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

21  
22 REVIEWED:

23   
24 Laurence Kressel, County Counsel  
25 of Multnomah County, Oregon

26 N:\DATA\EMP\SERI\WPDATA\ISJA094

**EXHIBIT A**  
**EXEMPT PAY RANGES - Effective July 1, 1995**

<b>JOB TITLE</b>	<b>Min</b>	<b>Mid</b>	<b>Max</b>
A & T Manager/Senior * +	\$59,083	\$70,899	\$82,716
AA/EEO Officer * +	\$48,604	\$58,325	\$68,046
Accounts Payable Supervisor	\$40,001	\$48,001	\$56,001
Administrative Analyst	\$32,906	\$39,487	\$46,068
Administrative Analyst/Senior	\$36,288	\$43,545	\$50,803
Administrative Serv Officer	\$41,986	\$50,384	\$58,781
Adult Housing Administrator	\$40,001	\$48,001	\$56,001
Aging Services Branch Admin	\$40,001	\$48,001	\$56,001
Aging Services Program Manager *	\$51,050	\$61,260	\$71,470
Alcohol/Drug Manager *	\$48,604	\$58,325	\$68,046
Animal Control Manager * +	\$51,050	\$61,260	\$71,470
Animal Control Supervisor	\$36,288	\$43,545	\$50,803
Appraisal Supervisor/Commercial	\$36,288	\$43,545	\$50,803
Appraisal Supervisor/Personal Prop	\$36,288	\$43,545	\$50,803
Appraisal Supervisor/Residential	\$36,288	\$43,545	\$50,803
Assessment Info Resource Mgr *	\$48,604	\$58,325	\$68,046
Asst County Counsel 1 *	\$38,090	\$45,708	\$53,326
Asst County Counsel 2 *	\$41,986	\$50,384	\$58,781
Asst County Counsel/Chief *	\$56,534	\$67,841	\$79,148
Asst County Counsel/Senior *	\$48,604	\$58,325	\$68,046
Benefits Administrator	\$44,081	\$52,897	\$61,713
Board of Equalization Admin	\$32,906	\$39,487	\$46,068
Bridge Maintenance Supervisor	\$36,288	\$43,545	\$50,803
Bridge Operations Supervisor	\$24,559	\$29,470	\$34,382
Bridge Services Manager *	\$48,604	\$58,325	\$68,046
Budget Analyst	\$34,559	\$41,471	\$48,383
Budget Analyst/Principal	\$44,081	\$52,897	\$61,713
Budget & Quality Manager * +	\$56,534	\$67,841	\$79,148
Captain *	\$63,722	\$70,092	\$76,462
Captain/Corrections *	\$58,936	\$64,830	\$70,723
Cartography Supervisor	\$32,906	\$39,487	\$46,068
Case Management Supervisor	\$36,288	\$43,545	\$50,803
Cataloging Administrator	\$46,287	\$55,545	\$64,802
Central Library Coordinator	\$46,287	\$55,545	\$64,802
Central Stores Supervisor	\$40,001	\$48,001	\$56,001
Chaplain *	\$31,342	\$37,611	\$43,879
Chief Appraiser/Commercial	\$46,287	\$55,545	\$64,802
Chief Appraiser/Residential	\$44,081	\$52,897	\$61,713
Chief Deputy/Sheriff's Office * +	\$72,190	\$79,409	\$86,627
Child & Adol Mental Health Mgr *	\$48,604	\$58,325	\$68,046
Circulation Administrator	\$36,288	\$43,545	\$50,803
Civil Process Supervisor	\$36,288	\$43,545	\$50,803
Clinical Supervisor	\$38,090	\$45,708	\$53,326

EXHIBIT A  
EXEMPT PAY RANGES - Effective July 1, 1995

JOB TITLE	Min	Mid	Max
Comm Corrections Program Admin	\$41,986	\$50,384	\$58,781
Comm & Fam Serv Supp Serv Mgr *	\$48,604	\$58,325	\$68,046
Comm & Family Serv Mgr/Asst *	\$51,050	\$61,260	\$71,470
Community Services Admin	\$41,986	\$50,384	\$58,781
Computer Operations Admin	\$40,001	\$48,001	\$56,001
Construction Projects Admin	\$46,287	\$55,545	\$64,802
Contracts Administrator	\$40,001	\$48,001	\$56,001
Co-Principal Investigator	\$56,534	\$67,841	\$79,148
Corrections Counselor Supr	\$40,001	\$48,001	\$56,001
Corrections Program Admin	\$40,001	\$48,001	\$56,001
County Counsel * +	\$68,108	\$81,729	\$95,351
County Surveyor *	\$41,986	\$50,384	\$58,781
D A Investigator/Chief	\$34,559	\$41,471	\$48,383
D A Operations Manager *	\$40,001	\$48,001	\$56,001
Data Analyst/Senior	\$36,288	\$43,545	\$50,803
Data Base Administrator	\$44,081	\$52,897	\$61,713
Data Systems Administrator	\$40,001	\$48,001	\$56,001
Data Systems Manager *	\$44,081	\$52,897	\$61,713
Dental Health Officer * +	\$78,178	\$84,693	\$91,208
Dentist **	\$61,259	\$66,365	\$71,470
Dentist/Senior	\$67,524	\$73,336	\$79,148
Department Director/Aging * +	\$68,108	\$81,729	\$95,351
Department Director/CFS * +	\$68,108	\$81,729	\$95,351
Department Director/DCC * +	\$68,108	\$81,729	\$95,351
Department Director/DES * +	\$68,108	\$81,729	\$95,351
Department Director/Health * +	\$68,108	\$81,729	\$95,351
Department Director/JJS * +	\$68,108	\$81,729	\$95,351
Deputy Director/DCC * +	\$51,050	\$61,260	\$71,470
Deputy Director/Library * +	\$59,083	\$70,899	\$82,716
Deputy Dist Atty/First Asst */***	\$0	\$0	\$0
Deputy District Attorney/Chief * /***	\$0	\$0	\$0
Detention Programs Admin	\$41,986	\$50,384	\$58,781
Detention Reform Proj Mgr *	\$44,081	\$52,897	\$61,713
Developmental Disabil Manager *	\$48,604	\$58,325	\$68,046
Dir/Comm on Children & Family *	\$44,081	\$52,897	\$61,713
Distribution Supervisor	\$31,342	\$37,611	\$43,879
District Manager/DCC * +	\$48,604	\$58,325	\$68,046
Elections Administrator	\$38,090	\$45,708	\$53,326
Elections Manager * +	\$51,050	\$61,260	\$71,470
Emergency Management Admin +	\$41,986	\$50,384	\$58,781
Employee Services Manager * +	\$51,050	\$61,260	\$71,470
Employee Services Specialist 1	\$31,342	\$37,611	\$43,879
Employee Services Specialist 2	\$36,288	\$43,545	\$50,803

EXHIBIT A  
EXEMPT PAY RANGES - Effective July 1, 1995

JOB TITLE	Min	Mid	Max
Employee Services Spec/Senior	\$38,090	\$45,708	\$53,326
EMS Medical Director *	\$99,738	\$116,958	\$134,178
Engineering Services Admin	\$40,001	\$48,001	\$56,001
Equipment Unit Administrator	\$40,001	\$48,001	\$56,001
Executive Assistant */***	\$0	\$0	\$0
Facilities Maintenance Manager *	\$48,604	\$58,325	\$68,046
Facilities Maintenance Supr	\$38,090	\$45,708	\$53,326
Facilities Manager/Senior * +	\$56,534	\$67,841	\$79,148
Facilities Refurbishment Admin	\$44,081	\$52,897	\$61,713
Family Services Manager * +	\$48,604	\$58,325	\$68,046
Finance Manager * +	\$53,604	\$64,325	\$75,046
Fiscal Officer/Sheriff's Office	\$51,050	\$61,260	\$71,470
Fiscal Specialist Supervisor	\$40,001	\$48,001	\$56,001
Fiscal Specialist/Senior	\$36,288	\$43,545	\$50,803
Fleet Maintenance Supervisor	\$38,090	\$45,708	\$53,326
Fleet/Support Serv Manager * +	\$51,050	\$61,260	\$71,470
Foreclosed Property Coordinator	\$34,559	\$41,471	\$48,383
General Accounting Admin	\$44,081	\$52,897	\$61,713
Geographic Info Records Mgr *	\$48,604	\$58,325	\$68,046
Health Information Supervisor	\$29,854	\$35,824	\$41,795
Health Officer * +	\$90,114	\$105,909	\$121,703
Health Operations Supervisor	\$29,854	\$35,824	\$41,795
Health Services Administrator	\$46,287	\$55,545	\$64,802
Health Services Manager * ++	\$51,050	\$61,260	\$71,470
Health Services Manager/Senior * +	\$59,083	\$70,899	\$82,716
Health Services Specialist	\$34,559	\$41,471	\$48,383
Hispanic Services Coordinator	\$34,559	\$41,471	\$48,383
Information Serv Manager/Sr * +	\$56,534	\$67,841	\$79,148
Information Systems Manager *	\$48,604	\$58,325	\$68,046
Inmate Programs Manager *	\$53,604	\$64,325	\$75,046
Juvenile Couns Serv Manager *	\$48,604	\$58,325	\$68,046
Juvenile Counseling Admin	\$41,986	\$50,384	\$58,781
Juvenile Counselor Supervisor	\$40,001	\$48,001	\$56,001
Juvenile Detention Manager *	\$48,604	\$58,325	\$68,046
Juvenile Justice Program Mgr *	\$44,081	\$52,897	\$61,713
Juvenile Justice Program Supr	\$38,090	\$45,708	\$53,326
Labor Relations Manager * +	\$48,604	\$58,325	\$68,046
Labor Relations Manager/Deputy *	\$46,287	\$55,545	\$64,802
Labor Relations Specialist	\$34,559	\$41,471	\$48,383
Laundry Supervisor	\$29,854	\$35,824	\$41,795
Law Clerk *	\$31,342	\$37,611	\$43,879
Legislative/Admin Secretary */***	\$0	\$0	\$0
Library Administrator/Branch	\$44,081	\$52,897	\$61,713

EXHIBIT A  
EXEMPT PAY RANGES - Effective July 1, 1995

JOB TITLE	Min	Mid	Max
Library Administrator/Central	\$44,081	\$52,897	\$61,713
Library Automated System Admin	\$46,287	\$55,545	\$64,802
Library Director * +	\$68,108	\$81,729	\$95,351
Library Entrepreneurial Activities Coord *	\$44,081	\$52,897	\$61,713
Library Manager/Branch	\$48,604	\$58,325	\$68,046
Library Manager/Central	\$48,604	\$58,325	\$68,046
Library Manager/Senior * +	\$53,604	\$64,325	\$75,046
Library Supervising Secretary	\$27,059	\$32,471	\$37,883
Library Supervisor/Branch	\$36,288	\$43,545	\$50,803
Library Supervisor/Central	\$36,288	\$43,545	\$50,803
Library Support Services Admin *	\$44,081	\$52,897	\$61,713
Library Technical Supervisor	\$31,342	\$37,611	\$43,879
Library Youth Services Coord * +	\$46,287	\$55,545	\$64,802
Lieutenant	\$59,553	\$65,511	\$71,469
Lieutenant/Corrections	\$55,075	\$60,583	\$66,090
Litigation Counsel *	\$53,604	\$64,325	\$75,046
Loss Control Specialist	\$34,559	\$41,471	\$48,383
M E D Program Manager *	\$48,604	\$58,325	\$68,046
Major *	\$65,629	\$72,191	\$78,752
Major/Corrections *	\$63,052	\$69,359	\$75,665
Management Assistant/DCC * +	\$44,081	\$52,897	\$61,713
Management Assistant/DES * +	\$44,081	\$52,897	\$61,713
Management Auditor 1 *	\$29,854	\$35,824	\$41,795
Management Auditor 2 *	\$32,906	\$39,487	\$46,068
Management Auditor/Senior *	\$36,288	\$43,545	\$50,803
MCSO Office Operations Supr	\$32,906	\$39,487	\$46,068
MCSO Personnel Administrator	\$44,081	\$52,897	\$61,713
Medical Director */** +	\$90,114	\$105,909	\$121,703
Office Automation Admin	\$44,081	\$52,897	\$61,713
Operations Administrator	\$36,288	\$43,545	\$50,803
Operations Supervisor	\$29,854	\$35,824	\$41,795
Operations/Telecomm Manager *	\$48,604	\$58,325	\$68,046
Payroll Supervisor	\$40,001	\$48,001	\$56,001
Pharmacist	\$48,001	\$52,001	\$56,001
Physician **	\$81,729	\$96,058	\$110,387
Planning Manager * +	\$51,050	\$61,260	\$71,470
Probation/Parole Supervisor	\$40,001	\$48,001	\$56,001
Program Development Spec/Sr	\$38,090	\$45,708	\$53,326
Program Services Admin/MHYFS	\$40,001	\$48,001	\$56,001
Property Management Supervisor	\$36,288	\$43,545	\$50,803
Property/Commissary/Laundry Admin	\$36,288	\$43,545	\$50,803
Public Affairs Coordinator	\$38,090	\$45,708	\$53,326
Public Guardian	\$41,986	\$50,384	\$58,781

EXHIBIT A  
EXEMPT PAY RANGES - Effective July 1, 1995

JOB TITLE	Min	Mid	Max
Public Relations Coordinator * +	\$44,081	\$52,897	\$61,713
Purchasing Supervisor	\$40,001	\$48,001	\$56,001
Records Administrator	\$41,986	\$50,384	\$58,781
Risk Manager * +	\$46,287	\$55,545	\$64,802
Road Maint Systems Admin	\$40,001	\$48,001	\$56,001
Road Maintenance Manager *	\$48,604	\$58,325	\$68,046
Road Maintenance Supervisor	\$34,559	\$41,471	\$48,383
Safety Spec/Transportation	\$34,559	\$41,471	\$48,383
Selection/Acquisition Admin	\$46,287	\$55,545	\$64,802
Sheriff	\$68,108	\$81,729	\$95,351
Sheriff's Operations Admin	\$36,288	\$43,545	\$50,803
Stack Services Supervisor	\$31,342	\$37,611	\$43,879
Staff Assistant */***	\$0	\$0	\$0
Staff Assistant/Sheriff *	\$36,288	\$43,545	\$50,803
Systems Administrator	\$44,081	\$52,897	\$61,713
Tax Collection Manager *	\$48,604	\$58,325	\$68,046
Technical Support Manager *	\$48,604	\$58,325	\$68,046
Telecommunications Admin	\$44,081	\$52,897	\$61,713
Traffic Aids Manager *	\$48,604	\$58,325	\$68,046
Traffic Aids Supervisor	\$34,559	\$41,471	\$48,383
Training Administrator	\$44,081	\$52,897	\$61,713
Trans Planning Admin	\$40,001	\$48,001	\$56,001
Transportation Manager/Senior * +	\$59,083	\$70,899	\$82,716
Transportation Support Svc Mgr *	\$46,287	\$55,545	\$64,802
Treasury Administrator	\$44,081	\$52,897	\$61,713
Undersheriff * +	\$72,190	\$79,409	\$86,627
Valuation Manager *	\$53,604	\$64,325	\$75,046
Victim Services Administrator	\$40,001	\$48,001	\$56,001
Volunteer Prog/Bookstore Admin	\$44,081	\$52,897	\$61,713
Worker's Compensation Spec	\$34,559	\$41,471	\$48,383

\* Unclassified, non-Civil Service position pursuant to MCC 3.10.100.

\*\*Premium pay up to 10% over base pay when Physician or Medical Director assigned extra responsibility for medical program or for in-patient hospital care; premium pay up to 10% when Physician or Dentist assigned to one of the correctional facilities.

\*\*\* Pay for elected official's staff to be determined by respective elected official pursuant to MCC 3.30.100 (B) (2).

+ Not eligible for COLA increase per Ord. No. 778 Section VIII (D) (1).

++ Some positions not eligible for COLA increase per Ord. No. 778 Section VIII (D) (1).

Meeting Date: JUN 01 1995 JUN 0 8 1995  
Agenda No: R-17 R-5

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Amending exempt employee pay administration ordinance

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

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

REGULAR MEETING: Date Requested: June 1, 1995

Amount of Time Needed: 10 minutes

DEPARTMENT: Nondepartmental DIVISION: Employee Services

CONTACT: Curtis Smith TELEPHONE #: x5015

BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Curtis Smith

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

This proposed Ordinance amends Ordinance 778 relating to pay administration for employees not covered by collective bargaining agreement. It implements the linkage between evaluation and pay for remaining exempt unclassified managers and supervisors in 1995-96, and reschedules the implementation for classified managers and other exempt employees for the following two years. There are no costs associated with this Ordinance.

48/95 copies to Curtis Smith & Trudy Harris  
49/95 copies to Ordinance Distribution List

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: Beverly Stein

OR

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

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

N:\DATA\EMP\SERI\WPDATA\AGENDA

*First Reading Approved 6-1-95. Second Reading 6-8-95.*

1995 MAY 24 PM 1:23  
MULTI-MEDIA COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

BEVERLY STEIN  
COUNTY CHAIR

EMPLOYEE SERVICES  
FINANCE  
LABOR RELATIONS  
PLANNING & BUDGET  
RISK MANAGEMENT

(503) 248-5015  
(503) 248-3312  
(503) 248-5135  
(503) 248-3883  
(503) 248-3797

(503) 248-5170 TDD

PORTLAND BUILDING  
1120 S.W. FIFTH, 14TH FLOOR  
P.O. BOX 14700  
PORTLAND, OREGON 97214

PURCHASING, CONTRACTS  
& CENTRAL STORES

(503) 248-5111

2505 S.E. 11TH, 1ST FLOOR  
PORTLAND, OREGON 97202

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Curtis Smith, Employee Services Manager

DATE: May 24, 1995

REQUESTED PLACEMENT DATE: June 1, 1995

RE: Reschedule implementation of linkage between evaluation and pay for exempt classified employees.

I. Recommendation/Action Requested: Adoption of Ordinance amending Ordinance No. 778.

II. Background/Analysis: On May 11, members of the Exempt Evaluation Advisory Committee briefed the Board on the status of the implementation of the pay policy in Ordinance No. 778 and made several recommendations for Board policy direction.

One recommendation was that the Board revise the phase-in provisions of Ordinance No. 778 in order to implement in Year 2 the linkage between evaluation and pay for remaining unclassified managers and supervisors and reschedule the implementation for classified managers and other exempt employees.

This Ordinance implements that recommendation.

III. Financial Impact: There is no financial impact.

IV. Legal Issues: None.

V. Controversial Issues: None

VI. Link to Current County Policies: This is consistent with Board exempt pay policy as adopted in Ordinance No. 778.

- VII.        Citizen Participation: The Exempt Evaluation Advisory Committee has had outside members and currently includes a management consultant to add outside perspective.
- VIII.       Other Government Participation: None.

## ORDINANCE FACT SHEET

Ordinance Title: Amending exempt employee pay administration ordinance

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefitted, other alternatives explored):

Amend Ordinance 778 relating to pay administration for employees not covered by collective bargaining agreement. It implements the linkage between evaluation and pay for remaining exempt unclassified managers and supervisors in 1995-96, and reschedules the implementation for classified managers and other exempt employees for the following two years.

What other local jurisdictions in the metropolitan area have enacted similar legislation?

Other jurisdictions establish and maintain exempt pay administration plans.

What has been the experience in other areas with this type of legislation?

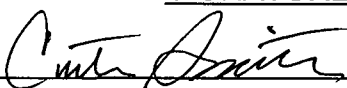
Not applicable.

What is the fiscal impact, if any?

There is no fiscal impact.

(If space is inadequate, please use other side)

### SIGNATURES:

Person Filling Out Form: 

Planning & Budget Division (if fiscal impact): \_\_\_\_\_

Department Manager/Elected Official: \_\_\_\_\_

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY OREGON

ORDINANCE NO. 820

An ordinance amending Ordinance No. 778 relating to pay administration for employees not covered by collective bargaining agreement.

MULTNOMAH COUNTY ORDAINS AS FOLLOWS:

Section I. Findings.

(A) Multnomah County, Oregon employs a variety of individuals excluded from any collective bargaining agreement referred to as "exempt" employees.

(B) It is the desire of the Board of County Commissioners (hereinafter "Board") to adopt administrative policies and procedures governing pay administration for exempt employees.

(C) It is the desire of the Board to reschedule the implementation of the linkage between evaluation and pay provided for in Ordinance No. 778 for exempt classified employees and other exempt employees.

Section II. Amendment.

(A) Ordinance No. 778 Section II. (Definitions) is amended to add the following:

Classified Employee. An employee who is not exempt from the classified service pursuant to MCC 3.10.100.

Unclassified Employee. An employee who is exempt from the classified service pursuant to MCC 3.10.100.

Section III. Amendment.

(A) Ordinance No. 778 Section VII. (A) (Current Performance Appraisal System) is amended to read as follows:

(A) Until exempt employees are covered by the results-oriented evaluation system, they shall be covered by the current performance appraisal system. Due to the phase-in provisions of Section VIII of this Ordinance, no employee shall receive a merit increase under the current performance appraisal system effective later than June 30, ~~1997~~ 1998.

1 Section IV. Amendment.

2 (A) Ordinance No. 778 Section VIII. (D) (Results-Oriented Merit Evaluation  
3 System) Definitions is amended to read as follows:

4 (1) "Department managers" mean the Directors of the following:  
5 Department of Community Corrections, Department of Environmental  
6 Services, ~~Department of Social Services~~, Department of Community and  
Family Services, Department of Aging Services, Department of Juvenile  
Justice Services, Health Department, and Library.

7 (2) "Division managers and equivalent positions," mean those positions so  
8 designated by a department manager, the Sheriff, the District Attorney, and  
the County Chair within his/her area of authority.

9 (3) "Remaining managers and supervisors" means employees  
10 occupying any other exempt ~~classification~~ position ~~which has a~~ where  
the job title includ[ing]es any of the following terms: "manager,"  
11 "supervisor," "administrator," "officer," or "chief." ~~and~~ The category also  
includes members of the Sheriff's Office Command Staff ~~as designated by~~  
12 the Sheriff]. Remaining managers and supervisors may occupy either  
classified or unclassified positions.

13 Section V. Amendment.

14 (A) Ordinance No. 778 Section VIII. (D) (Results-Oriented Merit Evaluation  
15 System Phase-In Plan) is amended to read as follows:

16 ~~[D]~~ (E) Phase-In Plan. The results-oriented merit evaluation system shall  
17 cover all exempt employees within the scope of this Ordinance and shall  
be phased in using the following schedule:

18 (1) The performance of department managers, divisions  
19 managers and equivalent positions will be evaluated in terms of  
performance objectives beginning fiscal year 1994-95.

20 (2) The performance of remaining unclassified managers and  
21 supervisors will be evaluated in terms of performance objectives  
beginning fiscal year 1995-96.

22 (3) The performance of remaining classified managers and  
23 supervisors will be evaluated in terms of performance objectives  
beginning fiscal year 1996-97.

24 ~~[(3)]~~(4) The performance of all remaining exempt employees  
25 covered by this Ordinance will be evaluated in terms of performance  
objectives beginning fiscal year ~~[1996-97]~~ 1997-98.

26 ~~[(4)]~~(5) On his/her anniversary date during the first fiscal year  
27 for which performance objectives have been established, each  
exempt employee to be phased into the results-oriented merit  
28 evaluation system shall be eligible to receive a merit increase as  
defined in Section VII Part (D). This shall be his/her final merit

1 increase under the "current performance appraisal system," as that  
2 term is defined in this Ordinance.

3 Section VI. Amendment.

4 (A) Ordinance No. 778 Section VIII. (E) (Results-Oriented Merit Evaluation  
5 System Merit Increases is amended to read as follows:

6 ☒ (F) Merit Increases.

7 (1) The Personnel Officer shall be responsible for developing and  
8 presenting an annual recommendation to the Board of County  
9 Commissioners regarding the allocation of money to be used for  
10 merit pay for employees covered by the results-oriented merit  
11 evaluation system. The allocation of money adopted by the Board  
12 shall be no less than the sums that would have gone toward cost of  
13 living increases plus merit increases under the "current performance  
14 appraisal system," as that term is defined in this Ordinance.

15 (2) No later than October 1 of each year, retroactive to July 1,  
16 each exempt employee covered by the results-oriented merit  
17 evaluation system ~~[shall]~~ may be awarded merit pay, based on  
18 his/her accomplishment of the performance objectives established  
19 for the prior fiscal year.

20 ADOPTED the 8th day of June, 1995, being the date of  
21 its second reading before the Board of County Commissioners of Multnomah County,  
22 Oregon.

23 By Beverly Stein  
24 Beverly Stein, Chair  
25 MULTNOMAH COUNTY, OREGON

26 REVIEWED:

27 Laurence Kressel  
28 Laurence Kressel, County Counsel  
of Multnomah County, Oregon

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Meeting Date: ~~JUN 01 1995~~ JUN 08 1995

Agenda No: R-11 R-40

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Ordinance: Planning & Development Fee Schedule Revision

BOARD BRIEFING Date Requested:

Amount of Time Needed:

REGULAR MEETING Date Requested: June 1, 1995

Amount of Time Needed: 15 minutes

DEPARTMENT: DES

DIVISION: Planning

CONTACT: R. Scott Pemble

TELEPHONE: 248-3043

BLDG /ROOM: 412/103

PERSON(S) MAKING PRESENTATION: R. Scott Pemble

**ACTION REQUESTED**

☐ Informational Only ☐ Policy Direction ☒ Approval ☐ Other

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

To reduce the General Fund subsidy for processing land use applications. Current user fee totals \$100,800 while the cost of the services is \$273,800. The General Fund subsidized these services by \$173,000. A study by David M. Griffith and Associates, Ltd. recommended fees be increased from 60% to 100% of full costs. Because there is a significant difference between some of the current fees and full processing cost, the proposed fee increase reflects the 80% recommendation of that study. The proposed 95-96 fiscal year revenue budget for Planning and Development is based upon the proposed fee increase.

6/8/95 copies to Scott Pemble, Dave Warren & Jean Dzelac  
6/9/95 copies to Ordinance Distribution List

**SIGNATURES REQUIRED:**

Elected Official: RSP Beverly Stein

OR

Department Manager: \_\_\_\_\_

6-1-95 Amended Ordin. Approved 1st Reading - 2nd Reading 6-8-95.  
Remove Emergency Clause.

## ORDINANCE FACT SHEET

Ordinance Title: Planning & Development Fee Schedule Revision

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefited, other alternatives explored):

To reduce the General Fund subsidy for processing land use applications.

Current user fee totals \$100,800, while the cost of the services are \$273,800. The General Fund subsidizes these services by \$173,000. A study by David M. Griffith and Associates, Ltd. recommended that fees be increased from 60% to 100% of full costs. Because there is a significant difference between some of the current fees and full processing cost, the proposed fee increases reflect the 80% recommendation of that study.

What other local jurisdictions in the metropolitan area have enacted similar legislation?

All planning agencies within the metropolitan area charge fees to help defray the costs associated with processing land use requests.

What has been the experience in other areas with this type of legislation?

The county has historically required applicants to fund a portion of application processing costs.

What is the fiscal impact, if any?

The proposed fee increases would generate an additional \$113,400 annually, and reduce the General Fund subsidy for the processing of land use applications from 63% to 20%.

(If space is inadequate, please use other side)

### SIGNATURES

Person Filling Out Form: /s/ Robert Hall

Planning & Budget Division (if fiscal impact): David C. Tharven

Department Manager/Elected Official: \_\_\_\_\_

1                   BEFORE THE BOARD OF COUNTY COMMISSIONERS

2                   FOR MULTNOMAH COUNTY, OREGON

3                   Ordinance No. 821

4           An Ordinance amending fees for action proceedings and administrative actions under  
5 MCC 11.15

6  
7       Language in brackets [] is to be deleted; underlined language is new.

8  
9       Multnomah County ordains as follows:

10  
11       SECTION I. PURPOSES

12  
13           (A) To update the fee schedule for land use actions to reflect cost increases which  
14           have occurred since its 1991 revision;

15  
16           (B) To establish fees which reflect the cost of labor, supplies, and support services  
17           necessary to process land use applications; and

18  
19           (C) To establish fees that require the applicants for land use actions to assume the  
20           major share of the full costs associated with their applications.

21  
22       SECTION II. FINDINGS

23  
24       (A) Multnomah County Code contains the Multnomah County Planning Commission reg-  
25       ulations (11.05), the county land development regulations relating to zoning (11.15),  
26       and the county land division regulations (11.45). Administration of those regulations

1 requires the efforts of ten County employees, all of them on a full-time basis. It  
2 requires that the procedures outlined therein be followed to process applications and  
3 to provide information and notice to the public and to other governmental approval  
4 authorities. It requires maintenance of files and records to enable enforcement and  
5 execution of the regulations. All of these requirements currently result in the County  
6 General Fund assuming 63% the costs of administration of the land development reg-  
7 ulations.

8  
9 (B) ORS 215.110(4) authorizes the County to require payment of fees necessary and con-  
10 venient for carrying out the purposes of planning and land development ordinances.

11  
12 (C) Since 1966, the County has required applicants seeking approval of land development  
13 applications to assume a significant portion of the costs related to any land use pro-  
14 posal for which approval is sought. In 1977, the Board of County Commissioners  
15 adopted Ordinance No. 111, which substantially raised the fees charged pursuant to  
16 the Zoning Ordinance. Those fees were amended in 1980 by Ordinance 254, and in  
17 1991 by Ordinance 688. The fee schedules for Planning Commission (MCC 11.05)  
18 and Land Division (MCC 11.45) applications were revised in 1976 and 1981, respec-  
19 tively, and again in 1991 by Ordinance 688. Ordinance 688 required an applicant to  
20 pay 100% of the direct costs and 20% of the indirect costs associated with application  
21 processing.

22  
23 (D) A 1994 study by David M. Griffith and Associates found that the current land devel-  
24 opment fee schedules recover only 37% of the total cost of application processing.  
25 That study recommended fees be increased to recover 60% to 100% of full process-  
26 ing costs.

(E) The proposed fee revisions reflect the majority of the 80% recommendations of the David M. Griffith and Associates report. Such an increase would reduce the annual General Fund subsidy for applicant generated land use application processing from 63% to approximately 22%.

### SECTION III. AMENDMENTS

(A) Multnomah County Code Chapter 11.05 is amended to read as follows:

#### 11.05.410 Fees.

(A) The following fees shall be paid by the applicant at the time of filing under subsection

(B) of MCC 11.05.140:

(1) Legislative plan revision	\$[1,000.00]	<u>1,990.00</u>
-------------------------------	--------------	-----------------

(2) Legislative zoning map amendment	[1,000.00]	<u>1,990.00</u>
--------------------------------------	------------	-----------------

(3) Quasijudicial plan revision:		<u>1,990.00</u>
----------------------------------	--	-----------------

(a) One acre or less	1,000.00	
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    (b) Each additional acre or portion thereof (maximum \$1,500) \$50]

(4) Quasijudicial plan revision in conjunction with other action as defined under

MCC 11.15.8205	[500.00]	<u>1,000.00</u>
----------------	----------	-----------------

(a) The fee for an action, as defined under MCC 11.15.8205, shall be as required under MCC 11.15.9005 to 11.15.9040.

(b) The fee for a subdivision application shall be as required under MCC 11.45.810.

(B) A fee of \$[300.00] 500.00 shall be charged for the filing of a Notice of Review unless the action is in conjunction with another action under MCC 11.15.8205 in which case the fee shall be that set out in MCC 11.15.9020(B). The person filing the notice shall pay for the cost of a transcript of the commission hearing under subsections (D) and

1 (E) of MCC 11.05.330 at a rate of \$3.50 per minute of hearing time.

2 (C) A fee of 30 cents per page shall be charged for staff reports.

3 \* \* \* \* \*

4 (B) Multnomah County Code Chapter 11.15 is amended to read as follows:

5 11.15.9005 Payment

6 All fees are payable at the time of application.

7 11.15.9010 Action Proceedings

8 (A) Change of zone classification 1,460.00

9 [(1) Rural, Urban Future and Urban Low and Medium Density Residential:

10 One acre or less \$500.00

11 Each additional acre 50.00

12 (2) Apartment Residential and Urban High Density Residential:

13 One acre or less 1,000.00

14 Each additional acre 50.00

15 (3) Commercial or Industrial 1,000.00]

16 (B) Planned Developments 1,760.00

17 [One acre or less 500.00

18 Each additional acre 40.00

19 Maximum charge 2500.00]

20 (C) Community Service

21 [(1) Minor alternative uses in public school buildings 250.00

22 (2) Alternative uses in public school buildings 400.00

23 (3) New Use 800.00

24 (4) Use of an existing building 400.00]

25 ([5] 1) Regional Sanitary Landfill see MCC .7060(B)

26 (2) All others 1,460.00

1	(D) Conditional Use		<u>1,460.00</u>
2	[(1) New Use	800.00	
3	(2) Use of an existing building	400.00]	
4	(E) Appeal of administrative decision by Planning Director	[300.00]	<u>100.00</u>
5	<u>(Refundable if appellant prevails at initial or subsequent appeal hearing)</u>		
6	(F) Variance	[400.00]	<u>480.00</u>
7	(G) Modification of conditions on a prior contested case		
8	requiring a rehearing		Full fee for action
9	(H) Lots of Exception	[400.00]	<u>680.00</u>
10	[(I) Conditional Uses		
11	permitted under MCC 2012(B)(3); .2052(C); and .2172(D)	250.00]	
12	[(J) ] Other contested cases	500.00	
13	[(K) ] Zoning code interpretation by the Planning Commission	400.00	
14	11.15.9015 Administrative Actions		
15	(A) Health hardship permit	[\$125.00]	<u>150.00</u>
16	Health hardship permit renewal	75.00	
17	(B) Land Use permit	75.00	
18	(C) Non-hearing variance	[150.00]	<u>220.00</u>
19	(D) Use Under Prescribed Conditions	[100.00]	<u>220.00</u>
20	(E) Exceptions	100.00	
21	(F) Administrative decision by Planning Director	[100.00]	<u>220.00</u>
22	(G) Willamette River Greenway Permit	[125.00]	<u>540.00</u>
23	(H) Significant Environmental Concern Permit	[125.00]	<u>540.00</u>
24	(I) Administrative modification of conditions		
25	established in prior contested cases	150.00	
26	(J) Hillside Development Permit	[150.00]	<u>400.00</u>

1	(K) Grading and Erosion Control Permit	[150.00]	<u>300.00</u>
2	(L) <u>Columbia River Gorge National Scenic Area Site Review</u>		<u>300.00</u>
3	(M) <u>Temporary Permit</u>		<u>150.00</u>
4	The fee for multiple concurrent administrative actions, including Design Review, shall be		
5	the highest fee of the individual applications, plus ½ the fee of each additional application.		
6	11.15.9020 Miscellaneous Charges		
7	(A) Notice Sign	5.00	
8	(B) Notice of Review	[300.00]	<u>500.00</u>
9	Transcript cost per minute of hearing time	3.50	
10	(C) Records and reports (per page)	.30	
11	(D) Pre-Initiation Conference	[50.00]	<u>270.00</u>
12	(E) Flood Plain Review (one and two family dwellings)	25.00	
13	(F) Flood Plain Review (all other uses)	50.00	
14	11.15.9025 Design Review		
15	(A) Project Value		
16	\$0 – \$4,999	150.00	
17	\$50,000 <u>and greater</u> [– \$1,000,000	0.003 of the project value	
18	Over \$1,000,000	\$3,000 + 0.001 of the project value]	
19			<u>1,570.00</u>
20	Project value shall be determined in accordance with the Uniform Building		
21	Code or as otherwise determined by the Director.		
22	(B) Staff time required for Design Review revisions submitted after a permit is		
23	issued shall be \$80.00/hour. Minimum charge – one[-half] hour.		
24	(C) For Design Review of on-premise advertising signs:		
25	Single Sign Area:		25.00
26			

1 [11.15.9027 Transit Zones Development Standards Review Process

2	(A) Project Value	Fee
3	\$0 - \$ 4,999	50.00
4	\$ 5,000 - \$24,999	75.00
5	\$25,000 - \$1,000,000	0.003 of the project value
6	Over \$1,000,000	\$3,000+0.001 of the project value

7 Project value shall be determined in accordance with the Uniform Building  
8 Code, or as otherwise determined by the Director.

9 (B) Staff time required for Development Review revisions submitted after a permit is  
10 issued shall be \$40.00/hr minimum charge - one half hour.

11 (C) For Development Review of on-premise advertising signs.

12 Single Sign Area: 25.00]

13

14 \* \* \* \* \*

15 (C) Multnomah County Code Chapter 11.45 is amended to read as follows:

16 11.45.810 Fee Schedule

17 (A) Pre-filing Conference \$270.00

18 [(1) Type 1 or Type 2 Land Division \$50.00

19 (2) Type 3 and 4 Land Division. \$50.00]

20 (B) Type 1 Tentative Plan.

21 (1) 20 lots or less [\$800.00] \$1,290.00

22 (2) More than 20 lots [\$800.00] \$1,290.00

23 plus \$25.00 for each lot over 20.

24 (3) A land division which is classified as Type 1 according to the criteria in

25 MCC 11.45.080(D) which would otherwise be designated a Type 2, Type 3, or

26 Type 4 Land Division shall be assessed the lesser respective fee.

1	(C) Type 2 Tentative Plan	[\$450.00]	<u>\$680.00</u>
2	(D) Type 3 Tentative Plan	[\$250.00]	<u>\$440.00</u>
3	(E) Type 4 Tentative Plan	[\$125.00]	<u>\$200.00</u>
4	(F) Property Line Adjustment	[\$75.00]	<u>\$160.00</u>
5	[(G) Final Plat Survey Check.		

6 (1) For subdivision as follows:

7 (a) The fee to be paid by the applicant to the County Surveyor for checking sub-  
8 division plats having all boundary and lot corner monuments in place on the  
9 subdivision site at the time of inspection by the County Surveyor, shall be  
10 \$500 plus \$25 for each lot contained in the subdivision.

11 (b) The fee to be paid by the applicant to the County Surveyor for checking sub-  
12 division plats having all boundary angle points and all points of intersection  
13 of parcel lines with the boundary marked by monuments at the time of inspec-  
14 tion by the County Surveyor, but with the interior parcel and roadway monu-  
15 ments to be delayed in accordance with ORS 92.060(5), shall be \$650 plus  
16 \$35 for each lot contained within the subdivision.

17 (2) For partitions, the fee to be paid by the applicant to the County Surveyor for  
18 checking partition plats as required by ORS 92.100(3) shall be \$300.00

19 (3) In addition to the above fees the applicant shall pay to the County Surveyor for  
20 repeated calculations and review due to necessary data changes or erroneous data,  
21 and necessary repeated field inspections due to omitted, erroneously placed, dis-  
22 turbed or destroyed monuments, an amount equal to the actual cost to the Depart-  
23 ment of Environmental Services

24 (4) The fees to be paid by the applicant for the services of the County Surveyor  
25 described in subsections (1) and (2) are payable to the County Surveyor in  
26 advance of inspections, at the time the final subdivision plat and/or survey map is

submitted to the office of County Surveyor. Any fees necessarily assessed for services of the County Surveyor described in subsection (3) shall be payable prior to approval of the subject plat.

(5) As used in this section, *lot* means a unit of land that is created by a subdivision of land, and a *tract* will be considered a lot, except for street plugs.]

(G) Variance [MCC 11.45.760]	[\$400.00]	<u>\$480.00</u>
------------------------------	------------	-----------------

(H) Notice Sign [MCC 11.15.9020(A)]	\$5.00	
-------------------------------------	--------	--

(I) Time Limit Extension [MCC 11.45.420]	\$75.00	
--	---------	--

(J) Appeals

(1) From administrative decisions [under MCC 11.45.320(C), 11.45.380(C)]..\$100.00

(Refundable if appellant prevails at initial or subsequent appeal hearing)

(2) From decisions of the Hearings Officer or Planning Commission [under

MCC 11.45.770]	[\$300.00]	<u>\$500.00</u>
----------------	------------	-----------------

Plus transcript cost per minute of hearing time	\$3.50	
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(K) Records and Reports, per page	\$0.30	
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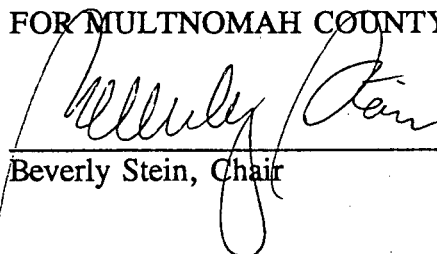
(L) Rescheduled Hearing	\$200.00	
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1 (M) The fees required under MCC 11.45.810 shall apply to all actions specified in this Chapter,  
2 regardless of applicant.  
3

4 ADOPTED this 8th day of June, 1995, being the date of its second reading before the  
5 Board of County Commissioners.  
6



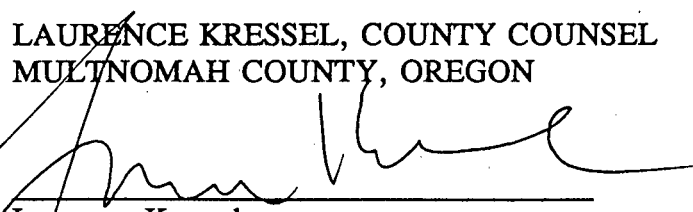
BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

13 REVIEWED:

14 LAURENCE KRESSEL, COUNTY COUNSEL  
15 MULTNOMAH COUNTY, OREGON

16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

  
Laurence Kressel

MEETING DATE: JUN 08 1995  
AGENDA NO: R-7

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA Agreement between ODOT, City of Portland and Multnomah County

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

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

REGULAR MEETING: Date Requested: June 8, 1995

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Transportation

CONTACT: John Dorst TELEPHONE #: Ext. 3599

BLDG/ROOM #: Bldg. 425

PERSON(S) MAKING PRESENTATION: John Dorst

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

This is an IGA between Oregon Dept. of Transportation, City of Portland and Multnomah County for the construction of the Sylvan Climbing Lane and Interchange improvements, which is a portion of the West Side Light Rail project. This portion of the West Side LRT project is consistent with County transportation policies relating to the function of affected roadways and Comprehensive Plan Policy 34. There is minimum financial impact to the County Transportation Division.

6/13/95 ORIGINALS TO JOHN DORST

SIGNATURES REQUIRED:

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

OR

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

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



# MULTNOMAH COUNTY OREGON

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

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

## MEMORANDUM

**TO:** BOARD OF COUNTY COMMISSIONERS  
**FROM:** Larry Nicholas, Director/Transportation Division  
**TODAY'S DATE:** May 22, 1995

**REQUESTED PLACEMENT DATE:** June 8, 1995

**RE:** IGA between ODOT, City of Portland and Multnomah County

- I. Recommendation/Action Requested: Approval of the IGA between ODOT, Portland and Multnomah County.
- II. Background/Analysis: This is a portion of the overall FEIS on the West Side Light Rail project. This particular agreement is in regard to the Sylvan Climbing Lane and Interchange improvements, which have impact on both County and City streets.
- III. Financial Impact: There is a very small impact to the Transportation Division, due to the addition of a few hundred feet of additional roadway. This amount is minimal and makes sense in the overall picture.

AGENDA.SUP

IV. Legal Issues: None

V. Controversial Issues: None

VI. Link to Current County Policies: This is consistent with County Transportation policies relating to function of the roadways and Comprehensive Plan Policy 34.

VII. Citizen Participation: In conjunction with the climbing lane project, but separate from this particular agreement, there has been a great deal of current participation through the Sylvan Transportation Consensus Committee, and also the EIS process during the West Side Light Rail process.

VIII. Other Government Participation: The City of Portland has already approved this agreement, and after the Board approves it, it would go on to Oregon Dept. of Transportation for their approval.



## MULTNOMAH COUNTY OREGON

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

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

May 22, 1995

Board of County Commissioners  
606 County Courthouse  
Portland OR 97204

Subject: Intergovernmental Agreement/West Side Light Rail Project;  
State of Oregon, City of Portland and Multnomah County

Dear Commissioners:

In conjunction with the West Side Light Rail construction project, Multnomah County has been participating with the State of Oregon and the City of Portland regarding a particular portion of the project, that being the Sylvan Climbing Lane and Interchange project. The result is an intergovernmental agreement between the three jurisdictions.

This particular agreement is a portion of the overall FEIS on the West Side Light Rail project, and the portion of project to be constructed under this agreement will have an impact on both County and City streets. The agreement is consistent with the Multnomah County Transportation policies which relate to the function of the roadways and the Comprehensive Plan Policy 34.

Therefore, it is recommended that the Chair of the Board of County Commissioners be authorized to sign the seven (7) original agreements. After Board approval, the agreements will be signed by ODOT.

Sincerely,

LARRY E. NICHOLAS, P. E.  
Director of Transportation

Encls.

JDJS0377.LTR

March 21, 1995

Region 1

John Dorst  
Engineering Services Administrator  
Multnomah Transportation Division  
1620 SE 190th. Avenue  
Portland Oregon 97233

FILE CODE:

Dear John:

Enclosed are seven copies of the ODOT/City of Portland/Multnomah County contract No. 12082 for Cooperative Improvement and Abandonment Agreement. All seven copies have been fully executed by the City of Portland as authorized by City Ordinance No. 168589.

Please have the proper person (s) with Multnomah County sign all seven copies. I need you to subsequently return to my attention all executed copies for final signing by ODOT officials. Two fully executed copies will later be returned to your offices.

Your assistance in this matter will be greatly appreciated.

Sincerely,

  
Claude Sakr  
Project Control  
Light Rail Unit

5-24-95  
Clerk of Board:

CS:sb

Please return executed all 7 original  
IGA's to John Dorst, Bldg. #425,  
Ext. 3599. Thanks.

Enclosures

Judy/#425/Ext. 3618

JDCS0321.doc



123 NW Flanders  
Portland, OR 97209-4037  
(503) 731-8200  
FAX (503) 731-8259



# **CONTRACT APPROVAL FORM** (See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 302195

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

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$25,000	<b>CLASS II</b> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement  <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>R-7</u> DATE <u>6/8/95</u> <u>DEB BOGSTAD</u> <b>BOARD CLERK</b>
---	---	--

Department Environmental Services Division Transportation Date June 1, 1995Contract Originator John Dorst Phone 248-3599 Bldg/Room #425/YeonAdministrative Contact Cathey Kramer Phone X 2589 Bldg/Room " "

Description of Contract Intergovt. Agreement between Oregon Dept. of Transp., city of Portland, and Mult. County re: construction of the Sylvan Climbing Lane & Interchange Improvements in connection with West Side LRT. It is consistent with Co. transp. policies relating to affected roadways & Comprehensive Plan Policy #34.

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

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Oregon Dept. of TransportationMailing Address 123 NW Flanders St.  
Portland OR 97209-4037Phone (503) 731-8200 (Claude Sakr)

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

Effective Date Upon executionTermination Date Upon completion or terminationOriginal Contract Amount \$ -0-

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

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

Total Amount of Agreement \$ -0-**REQUIRED SIGNATURES:**Department Manager [Signature]Purchasing Director  
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration  
(Class I, Class II Contracts Only) [Signature]Remittance Address \_\_\_\_\_  
(If Different) \_\_\_\_\_

Payment Schedule	Terms
<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on receipt
<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other _____
<input type="checkbox"/> Requirements contract - Requisition required.	

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

☐ Requirements Not to Exceed \$ \_\_\_\_\_Encumber: Yes ☐ No ☐Date June 1, 1995

Date \_\_\_\_\_

Date 6/2/95Date June 8, 1995

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	150	030	6105			6060					
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

COOPERTIVE IMPROVEMENT  
AND ABANDONMENT AGREEMENT

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"; the CITY OF PORTLAND, a municipal corporation of the State of Oregon, acting by and through its City Officials, hereinafter referred to as "City"; and MULTNOMAH COUNTY, a Home Rule Political Subdivision of the State of Oregon, acting by and through its Board of Commissioners, hereinafter referred to as "County".

WITNESSETH

RECITALS

1. The Sunset Highway (U.S. Highway 26) and the Stadium Freeway (Interstate 405) are State highways and a portion of S.W. Canyon Court is a State Frontage Road, all under the jurisdiction and control of the Oregon Transportation Commission. S.W. Skyline Blvd., portions of S.W. Canyon Court, S.W. 58th Ave, a portion of S.W. Hewett Blvd., S.W. Humphrey Blvd., S.W. Montgomery, S.W. Knight Blvd.(Park Bureau Rd.), S.W. Highland Parkway, S.W. Morrison, and S.W. Yamhill Street are a part of the City street system, under the jurisdiction and control of the City. S.W. Raab Rd., S.W. Scholls Ferry Rd., portions of Canyon Court, S.W. Highland Rd., a portion of S.W. Hewett, and S.W. Humphrey Park Rd. are a part of the Multnomah County road system and are included in this agreement as County-owned roads maintained by the City under a separate City/County agreement.

2. For the purpose of supporting the Westside Light Rail contract while improving operational and safety characteristics, and preserving the ability of the facility to carry through traffic, ODOT proposes to construct the Westside Corridor Project which entails highway improvements and traffic management in conjunction with the Westside Light Rail work, hereinafter referred to as "PROJECT". The location of the PROJECT is shown on the attached sketch map marked Exhibit A, and by this reference made a part hereof and further described on the attached scope of work on the Highland (Zoo) Interchange, Sylvan

M. C. & A. No. 12082  
CITY OF PORTLAND  
MULTNOMAH COUNTY

Interchange-Highland Interchange, Camelot Interchange-Sylvan Interchange, Sunset Highway, marked Exhibit 'A1', 'A2', and 'A3', and by this reference also made a part hereof.

This agreement is for that portion of the PROJECT which is within City limits and parts of unincorporated County. The PROJECT (with the exception of some Traffic Management Plan (TMP) work to be performed by the City on Beaverton-Hillsdale Highway) will be financed with funds available to the ODOT at no cost to the City and County unless the City or County elect to include work to their street/road systems as part of the ODOT PROJECT.

If City or County should elect to have certain work included as part of this PROJECT, a supplement to this agreement shall be required.

The TMP work to be performed by the City is further described in the attached Work Program marked Exhibit E4, and by this reference made a part hereof. Said work is to be funded by the City with the exception of an approximate amount of \$313,945 to be reimbursed by ODOT as reflected on the attached Work Program marked Exhibit E4.

3. By the authority granted in ORS 366.770 and 366.775, ODOT may enter into cooperative agreements with cities and counties for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

4. By authority granted in ORS 810.210, ODOT is authorized to determine the character or type of traffic control devices to be used, and to place or erect them upon State Highways at places where ODOT deems it necessary for the safe and expeditious control of traffic. No traffic control devices shall be erected or maintained upon any State Highway by any authority other than ODOT, except with its written approval. Traffic signal work on PROJECT shall conform to the current ODOT standards and specifications.

5. Pursuant to ORS 366.290 (3) and with the written consent of the County in which a particular highway or part thereof is located, ODOT may, when in its opinion the interests of the ODOT will be best served, eliminate from the State highway system any road or highway or part thereof. Thereafter the road or highway or part thereof eliminated shall become a county road and the construction, repair, maintenance, or improvement, and jurisdiction over such highway shall be exclusively under the county in which such highway or road is located.

M. C. & A. No. 12082  
CITY OF PORTLAND  
MULTNOMAH COUNTY

6. Pursuant to ORS 373.010, whenever the route of any State highway passes through the corporate limits of any city, ODOT may locate, relocate, reroute, abandon, alter, or change such routing when in its opinion the interests of the motoring public will be better served.

7. Pursuant to ORS 366.395 (2) the department may sell, lease, exchange, or otherwise dispose of such real or personal property in such a manner as in the judgment of the department will best serve the interests of the ODOT and will most adequately conserve highway funds.

8. City entered into a Memorandum of Agreement with Multnomah County dated December 23, 1971 which transfers the responsibility of maintenance to the City of Portland for all illumination and traffic signals on County roads within the City limits. City and County further entered into an Intergovernmental Agreement effective July 1, 1984 which provided that City shall maintain all County roads on the unincorporated areas of the County west of the Willamette River and within the Portland Urban Services Boundary.

9. ODOT and City entered into a Memo of Understanding No. 12184 dated October 14, 1993 for the purpose of enabling the Highland(Zoo) Interchange portion of the project to go to construction while this agreement (No. 12082) was being finalized. Upon execution of this agreement, the previously mentioned Memo of Understanding (No. 12184) shall be considered null and void.

10. ODOT has adopted a "Highway Plan" which contains policies on Highway Level of Importance, and Access Management. These policies classify the state highways by level of importance, and establish operating level of service standards, and access management requirements. The Sunset Highway is a statewide level of importance facility and is to be constructed as a highway with complete access control.

11. The Land Conservation and Development Commission has adopted Administrative Rule (OAR 660 - Division 12) which establishes requirements for transportation planning. This rule, hereinafter referred to as "Transportation Planning Rule" is relevant to the design of the PROJECT and management of the interchange facility.

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12. Excessive accesses, traffic signals, and traffic congestion on the cross roads can reduce the capacity and safety of interchange facilities thereby reducing their value and effectiveness in serving the broader region along the corridor. ODOT has developed "Interchange Management Plans", attached hereto and marked Exhibit 'B1' and Exhibit 'B2', and made a part hereof. Said plans to apply to Sunset/Sylvan Interchange and the Sunset/Zoo Interchange and the lands around them. The plans contain provisions on access management and also provide objectives for managing the timing of signals at the ramp terminals and adjacent intersections.

13. For the purpose of this PROJECT and this agreement, City and County shall concur, prior to responding to ODOT on all design, construction, and maintenance issues where there is a shared jurisdiction.

14. All documents and publications referred to in this agreement can be obtained through ODOT's Region Office (9002 S.E. McLoughlin Blvd., Milwaukie, OR 97222).

15. For all intended purposes, when the term "highway" is used throughout this document, it will be used in reference to the Sunset Highway.

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

#### ODOT OBLIGATIONS

1. ODOT shall conduct the necessary field surveys, soils investigations, and environmental studies, obtain the necessary right-of-way and easements, obtain all permits, perform all preliminary engineering and design work (except for traffic signal and storm sewer design as addressed in the attached Exhibit 'E1') required to produce plans, specifications and estimates, arrange for all utility reconstructions and/or relocations, advertise for construction bid proposals, award all contracts, furnish all construction engineering, material testing, technical inspection and project manager services for administration of the PROJECT contracts.

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2. ODOT shall design the PROJECT to be consistent with the Final Environmental Impact Statement, the Highway Plan, the Transportation Planning Rule and the Interchange Management Plans and will include improvements to the corridor that are necessary to implement the Highway Plan.
3. ODOT shall be responsible for all matters of negotiation, compensation, and obtaining of permits necessary for ODOT's implementation of access control elements of the Interchange Management Plans with City's and County's assistance and cooperation.
4. ODOT shall be responsible for submitting all permit applications and land use actions pursuant to City and/or County Code, in a timely manner, so final local decisions can be made in accordance with the PROJECT schedule.
5. ODOT shall, as a PROJECT cost, reconstruct city streets and county roads (in the areas shown in the attached Exhibit 'C1' and Exhibit 'C2') to City and County standards and specifications as agreed to by City and County. ODOT shall also furnish and install traffic control devices, illumination poles and lamps in accordance with the City and County standards. City and County shall have final approval, within their respective jurisdictions, regarding street and road locations, raised medians, street light locations, and grade changes. ODOT may request design exceptions from City and County using established procedures.
6. ODOT shall specify that the prime contractors on the PROJECT must submit construction equipment traffic plans for ODOT, City, and County review before construction begins. ODOT shall resurface city streets and county roads from damage caused by detour traffic or construction equipment traffic as part of the PROJECT. ODOT, City, and County will perform a "before and after" analysis and City, with ODOT and County's approval, will prepare a report which reflects City's, County's and ODOT's analysis of damage and repair needed.
7. ODOT shall include landscaping to satisfy City and County requirements. Sight distance constraints will be considered in determining the species to be planted.
8. ODOT shall utilize the existing structure at the Highland (Zoo) Interchange for routing traffic during construction of the replacement structure. ODOT will provide a stage construction plan at the Sylvan Interchange during construction of the new structure to handle the overcrossing traffic.

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9. ODOT shall construct permanent street closures to S.W. Canyon Court on the east and west side of S.W. Skyline Blvd. Vehicular traffic on S.W. Canyon Court would access S.W. Skyline Blvd. through reconstructed S.W. Westgate Drive (east of Skyline) and through reconstructed S.W. 58th/realigned S.W. Montgomery St. (west of Skyline).

10. ODOT shall, upon completion of the PROJECT, relinquish to the City or County all right-of-way and easements obtained or purchased in the name of the City or County. Proposed City, County, and ODOT jurisdiction is approximately as shown on Exhibit 'C1' and Exhibit 'C2', attached hereto and by this reference made a part hereof. Upon final decision of jurisdictions, a supplement to this agreement may be required.

11. ODOT shall perform roadway, bikepath, irrigation, and drainage maintenance within ODOT right-of-way limits which includes Sunset Highway, the bikepath in areas where it separates from S.W. Canyon Court, the ramps leading to and from the Highland (Zoo) and Sylvan Interchanges, that section of roadway which crosses the Highland (Zoo) structure between the eastbound ramp terminal and S.W. Canyon Court, and all ODOT obtained "subsurface easements" for drainage and retaining wall tie-backs as shown on Exhibit 'D1', 'D2', and 'D3', attached hereto and by this reference made a part hereof.

12. ODOT shall also maintain all landscaping within ODOT right-of-way limits, with the exception of the landscaped areas at the Highland (Zoo) Interchange which will be maintained by City as shown on the attached Exhibit 'D1', 'D2', and 'D3'.

13. ODOT shall have ownership and be responsible for the structural maintenance of the Highland (Zoo) and Sylvan structures over Sunset Highway and shall continue to be responsible for the structural maintenance of the S.W. Morrison and Yamhill structures which will carry the light rail tracks over the Stadium Freeway. ODOT shall also be responsible for the structural and exterior maintenance of all retaining walls constructed within ODOT right-of-way limits excluding walls constructed for light rail purposes.

14. ODOT shall, upon completion of the PROJECT and at its own expense, maintain all illumination installed on the Sunset Highway and ramps and that portion of roadway crossing the Highland (Zoo) structure. ODOT shall reimburse City 50 percent for all power and maintenance costs associated with the traffic signals at the Sylvan Interchange ramp terminals.

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15. ODOT hereby grants City the right to enter onto and occupy ODOT right-of-way for the performance of necessary maintenance of traffic signal and illumination equipment including vehicle detector loops.

16. ODOT shall, upon receipt of an itemized statement, reimburse City for expenses incurred as part of this PROJECT. The itemized statement shall include only those services and expenses attributable to ODOT improvements/City TMP work and exclude those for City street improvements or work related to the construction of the Light Rail contract. Any overhead expenses attributable to the project shall not exceed 1.6 percent. Expected City responsibilities and expenses are reflected on the attached list marked Exhibit 'E1', 'E2', 'E3' and 'E4', and by this reference made a part hereof. ODOT shall pay the City the balance due within 30 days of receipt of City billings. The City's estimated cost for these services over the duration of the PROJECT is \$480,249. ODOT's reimbursement will not exceed this estimated amount unless agreed to and a supplement to this agreement is entered into by both City and ODOT.

17. ODOT shall, by resolution, formally eliminate Unit A as a portion of S.W. Canyon Court bordering the Sunset Highway, ODOT Highway No. 47, from the State highway system. Said resolution shall be initiated upon completion of the project. All right, title, and interest of ODOT in the unit, including maintenance, jurisdiction, and control of said portion shall pass to and vest in the County. Any right-of-way being transferred in which ODOT has any incidence of title shall be vested in County so long as used for public road purposes. If said right-of-way is no longer used for public road purposes, it shall automatically revert to ODOT. Unit A is indicated on the map attached hereto, marked Exhibit 'C1', and by this reference made a part hereof and is also described as follows:

All the land within the right-of-way boundaries of that portion of S.W. Canyon Court, north of the Sunset Highway which is State primary Highway No. 47, from its intersection with the Multnomah County Line (appx. M.P. 72.14) westerly to its intersection with S.W. Highland Parkway (appx. M.P. 71.83). All land within Unit A lies in Sections 5 & 6 of Township 1S, Range 1E, Willamette Meridian; Multnomah County, Oregon.

18. ODOT shall by resolution, formally eliminate Unit B as a portion of S.W. Canyon Court bordering the Sunset Highway, State primary Highway No. 47, from the State highway system. Said resolution shall be initiated upon completion of the project. All right, title, and interest of ODOT in the unit, including maintenance, jurisdiction, and control of said portion

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shall pass to and vest in the City. Any right-of-way being transferred in which ODOT has any incidence of title shall be vested in City so long as used for public road purposes. If said right-of-way is no longer used for public road purposes, it shall automatically revert to ODOT. Unit B is indicated on the map attached hereto, marked Exhibit 'C1', and by this reference made a part hereof and is also described as follows:

All the land within the right-of-way boundaries of that portion of S.W. Canyon Court, north of the Sunset Highway which is State primary Highway No. 47, from the Zoo Interchange (appx. M.P. 72.18) westerly to its intersection with the Multnomah County Line (appx. M.P. 72.14) All land within Unit B lies in Section 5 of Township 1S, Range 1E, Willamette Meridian; Multnomah County, Oregon.

#### CITY OBLIGATIONS

1. City shall provide, at no expense to the PROJECT, City-owned right-of-way and/or easements as needed for the PROJECT. Any additional right-of-way needed for construction of PROJECT will be the responsibility of the ODOT to obtain at PROJECT expense.
2. City hereby grants ODOT the right to enter onto and occupy city right-of-way for the performance of construction and installation of traffic signal and illumination equipment including vehicle detector loops.
3. City shall identify and grant to ODOT all city-required permits for the PROJECT. Permit fees will be borne as a PROJECT cost.
4. City shall, with ODOT cooperation, conduct the necessary proceedings to change grades on City streets in connection with or arising out of the PROJECT covered by this agreement and hereby gives its consent as required by ORS 105.760 to any and all changes of grade..
5. City shall, through its street vacation process, provide permanent closure for S.W. Canyon Court east and west of Skyline Blvd such process shall include public notification and City ordinance.

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6. City and ODOT shall work jointly in resolving any conflicts with private utilities presently located on City right-of-way, to be relocated or reconstructed at the utilities expense. Any City-owned utilities on City right-of-way shall be relocated or reconstructed at project expense. Any City-owned utilities located on State highway right-of-way (unless the city utilities were in existence prior to the construction of the Sunset Highway) where such relocation or reconstruction is necessary in order to conform to the plans of the PROJECT, will be relocated or reconstructed at 100 percent city expense. Only those utility relocations which are eligible for federal-aid participation under the FAPG, 23 CFR 645A, shall be included in the total project costs and participation. In the event that ODOT performs the necessary utility relocations on behalf of the City, City shall reimburse ODOT the total estimated cost of said relocations at the time of the request. In the event that City performs any work on behalf of ODOT, ODOT shall reimburse the City the total cost of services upon receipt of invoice and accounting records. Anticipated utility relocation and reconstruction expenses are further described in the attached Exhibit 'E1', 'E2', and 'E3'.

7. City, before giving final design approval prior to the first construction unit going to contract, shall amend the Transportation Element of its Comprehensive Plan to include a statement of purpose of PROJECT as stated in the recitals of this agreement, and acknowledge the function of the Sunset Highway as a facility of Statewide importance as defined in the Highway Plan Level of Importance Policy.

8. City, from the date of execution of this agreement, shall provide a timely request for response to ODOT's Regional Planning Representative as part of all Type II and III development actions, including but not limited to comprehensive plan amendments, zone changes, conditional use permits, master plans, adjustments, subdivisions and partitions affecting properties which are all or in part within 1000 feet radius from the Sylvan and Zoo ramp terminals, as well as all developments which are expected to generate more than 100 trips per day on the same terminals. In considering such development actions and all matters of regulating public and private access to the cross streets at the interchanges, City shall, consistent with its legal requirements, consider comments provided by ODOT, and shall abide by this agreement, the Westside Light Rail Transit Station Area Development and Transit Operating Agreement, the Interchange Management Plans, Highway Plan Policies, and the Transportation Planning Rule.

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9. City acknowledges the priorities for signal timing presented in the Interchange Management Plan, and shall work with ODOT at PROJECT expense to develop circulation plans to serve the properties in the area of interchanges in a manner consistent with the Interchange Management Plan.

10. City shall, at PROJECT expense and with County and ODOT approval, (as described in ODOT Obligations No. 6), prepare a report which reflects the joint City, County, and ODOT analysis of damage and repair needed to city streets and county roads resulting from detour traffic or construction equipment traffic.

11. City shall, upon completion of PROJECT, maintain any portion of the PROJECT which is within City right-of-way limits or as per City/County agreement dated December 23, 1971 and supplement dated July 1, 1984. Such maintenance includes the surface roadway that is associated with the Sylvan structure over Sunset Highway (unless final alignment selection falls within County jurisdiction outside of City limits) and that portion of S.W. Canyon Court transferred to the City with this agreement from the Zoo(Highland) Interchange to the County/City limits. City shall also continue to maintain the surface roadway that is associated with the S.W. Yamhill and Morrison structures over the Stadium Freeway where Tri-met will be constructing tracks for the light-rail. The roadway maintenance entails patching, striping, drainage, signing, snow removal, sanding, sweeping.

City maintenance responsibilities shall also include exterior and structural maintenance of all retaining walls constructed within City right-of-way and all landscape maintenance (including irrigation) upon the Sylvan structure crossing Sunset Highway, the Zoo Interchange (with the exception of the area currently maintained by Metro), and all areas north of the landslide wall along S.W. Canyon Court (see details on the attached Exhibit 'D1', 'D2', and 'D3'). City shall also maintain the bikelane along that portion included as part of S.W. Canyon Court.

12. City shall, upon PROJECT completion, assume responsibility for the maintenance of traffic signals and detector loops on Skyline Blvd. at S.W. Westgate Drive, at both Sylvan Interchange ramp terminals and at S.W. Scholls Ferry Rd/Raab Rd./S.W. Humphrey. City shall initially pay for maintenance and power costs for all signals and will bill ODOT annually for its share (50 percent) of the maintenance and power costs for the signals at the ramp terminals of the Sylvan Interchange only. Any adjustment to the timing of these four signals, shall be mutually agreed upon by ODOT, County, and City.

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13. City shall, upon PROJECT completion, maintain and operate all illumination installed as part of this PROJECT except for illumination on the Sunset Highway, all ramps, and the Zoo(Highland) interchange structure, which will be ODOT's responsibility. This includes all illumination across the Sylvan structure (unless final structure alignment selection falls within County jurisdiction outside of City limits), and all illumination installed north of the westbound Sunset off-ramp to S.W. Canyon Court.

14. City shall maintain the pavement surrounding the vehicle detector loops installed in City streets in such a manner as to provide adequate protection for said detector loops, and shall adequately maintain the pavement markings and signing installed in accordance with the plans and specifications.

15. City shall keep accurate cost accounting records and will submit billings to ODOT no more frequent than monthly for reimbursement of City costs incurred for this PROJECT. City's approximate services are as described on the attached Exhibit E1 and E4.

16. City agrees to accept all of ODOT's right, title and interest in Unit B; to accept jurisdiction and control over the unit; and to maintain the unit as a portion of its city street system as long as needed for the service of persons living thereon or a community served thereby. Any right-of-way being transferred in which ODOT has any title shall be vested in City so long as used for public road purposes. If said right-of-way is no longer used for public road purposes, it shall automatically revert to ODOT.

17. City has performed certain required tasks for the Traffic Management Plan (TMP) and shall complete its responsibilities as further described in the attached Exhibit E4.

18. City shall keep cost records and accounts pertaining to the work covered by this agreement available for inspection by representatives of ODOT, FHWA, and the Secretary of State's office for the purpose of making audit, examination, excerpts, and transcripts, for a period of three (3) years following date of final payment. Copies of such records shall be made available upon request.

19. City shall adopt an ordinance authorizing its designated City officials to enter into and execute this agreement.

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COUNTY OBLIGATIONS

1. County shall provide, at no expense to the PROJECT, County-owned right-of-way and/or easements as needed for the PROJECT. Any additional right-of-way needed for construction of PROJECT will be the responsibility of the ODOT to obtain at PROJECT expense.
2. County hereby grants ODOT the right to enter onto and occupy county right-of-way for the performance of road construction and installation of traffic signal and illumination equipment including vehicle detector loops, and for ODOT's maintenance of landslide wall tie-backs and drainage facilities on ODOT-obtained subsurface easements north of S.W. Canyon Court, as shown on the attached Exhibit 'D1', 'D2', and 'D3'.
3. County, by execution of this agreement, does hereby give its consent as required by ORS 105.755 to any and all changes of grade within the County limits in connection with or arising out of the PROJECT covered by this agreement.
4. County shall identify and grant to ODOT all county-required permits for the PROJECT. Permit fees will be borne as a PROJECT cost.
5. County shall work cooperatively with ODOT to cause all conflicting private utilities, presently located on County right-of-way, to be relocated at the utilities expense. Any County-owned utilities on County right-of-way shall be relocated or reconstructed at project expense. Any County-owned utilities located on State highway right-of-way where such relocation or reconstruction is necessary in order to conform to the plans of the PROJECT, will be relocated or reconstructed at 100 percent county expense. Only those utility relocations which are eligible for federal-aid participation under the FAPG, 23 CFR 645A, shall be included in the total project costs and participation. In the event that ODOT performs the necessary utility relocations on behalf of the County, County shall reimburse ODOT the total estimated cost of said relocations at the time of the request.
6. County, before giving final design approval prior to the first construction unit going to contract (within their jurisdiction), shall amend the Transportation Element of its Comprehensive Plan or obtain a resolution by the Board that the PROJECT purpose is compatible with their Transportation Comprehensive Plan, as stated in the Recitals of this agreement, and acknowledge the function of the Sunset Highway as a facility of Statewide importance as defined in the Highway Plan Level of Importance Policy.

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7. County, from the date of execution of this agreement, shall provide a timely request for response to ODOT's Regional Planning Representative as part of all Type II and III development actions, including but not limited to comprehensive plan amendments, zone changes, conditional use permits, master plans, adjustments, subdivisions and partitions affecting properties which are all or in part within 1000 feet radius from the Sylvan and Zoo ramp terminals, as well as all developments which are expected to generate more than 100 trips per day on the same terminals. In considering such development actions and all matters of regulating public and private access to the cross streets at the interchanges, County shall, consistent with its legal requirements, consider comments provided by ODOT, and shall abide by this agreement, the Westside Light Rail Transit Station Area Development and Transit Operating Agreement, the Interchange Management Plans, Highway Plan Policies, and the Transportation Planning Rule.

8. County agrees to accept all of ODOT's right, title, and interest in Unit A; to accept jurisdiction and control over the unit; and to maintain the unit as a portion of its County road system as long as needed for the service of persons living thereon or a community served thereby. Any right-of-way being transferred in which ODOT has any incidence of title shall be vested in County so long as used for public road purposes. If said right-of-way is no longer used for public road purposes, it shall revert back to ODOT. Unit A is as described in ODOT OBLIGATIONS NO. 17 and as indicated on the attached map marked Exhibit 'C1'.

9. County agrees, upon completion of the roadway transfer, to be responsible for all maintenance (currently contracted to City as per City/County agreement) of the transferred portion of S.W. Canyon Court as well as maintaining all landscaping along S.W. Canyon Court as shown on the attached Exhibit 'D1', 'D2', and 'D3' and described in City Obligations No. 11.

10. County also agrees, upon completion of the project, to continue to be responsible for maintaining all other areas within county right-of-way. This includes the possible maintenance of illumination and surface roadway of the Sylvan structure if the final alignment falls within County's jurisdiction outside of the City limits.

11. County shall authorize execution of this agreement during a regularly convened session of its Board of Commissioners.

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GENERAL PROVISIONS

1. City and County shall jointly concur prior to providing ODOT with comments and suggestions on design, and shall have final authority regarding location of driveways, raised medians, and similar traffic control features for city streets and county roads within the limits of the PROJECT.
2. ODOT, City, County agree to work in close cooperation during preparations of final plans and specifications. ODOT shall submit plans and specifications for City and County review and approval at the 50 percent, 85 percent, and 100 percent completion points. City and County shall have one month for review of the plans submitted for review at the 50 percent stage, three weeks to review at the 85 percent stage, and two weeks at the 100 percent review stage. City and County shall coordinate their comments prior to submittal of an approval.
3. ODOT, City, and County will work together to coordinate a Traffic Management Plan (part of which is being performed as a portion of this PROJECT see details on the attached Exhibit E4.). A supplement to this agreement may be required in order to further define the roles of the ODOT, City, and County in implementing this plan.
4. ODOT, City, and County shall work together to satisfy applicable mitigation measures stated in the F.E.I.S. A supplement to this agreement may be required in order to further define the roles of ODOT, City, and County for said mitigation measures.
5. ODOT, City, and County shall each designate a PROJECT manager to act as lead agent in coordinating all interagency work necessary to complete the PROJECT.
6. The Contractor, 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.
7. The properties described in ODOT OBLIGATIONS No. 17 and 18, are relinquished and transferred subject, however, to the rights of any utilities located within said properties and further subject to the rights of the owners of said existing facilities, if any there be, to operate, reconstruct, and maintain their utility facilities presently located within said properties.

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8. Subject to the limitations of the Oregon Constitution and statutes, City, County, and ODOT each shall be solely responsible for any loss or injury caused to third parties arising from City's, County's, or ODOT's own negligent acts or omissions under this agreement and City, County, and ODOT shall defend, hold harmless and indemnify the other parties to this agreement with respect to any claim, litigation or liability arising from City's, County's, or ODOT's own negligent acts or omissions under this agreement.

9. ODOT, City, and County hereto agree that if any term or provision of this agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

10. ODOT, City, and County agree to comply with all applicable State, Federal and local laws, rules, regulations and ordinances, including but not limited to those pertaining to Civil Rights.

11. City and County certify by signing this agreement that:

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

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

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative

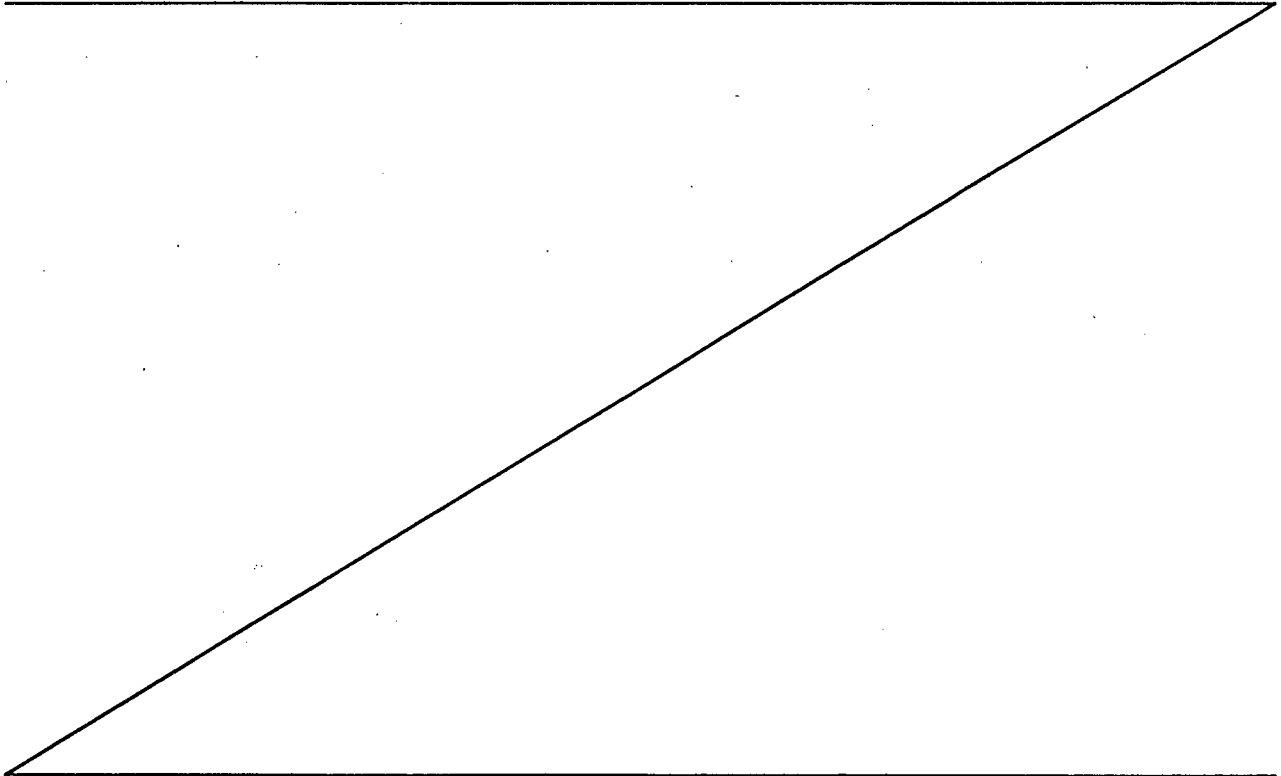
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agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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



This PROJECT was approved by the Oregon Transportation Commission on July 21, 1992, as part of the Six Year Transportation Improvement Program (pages 57 and 61).

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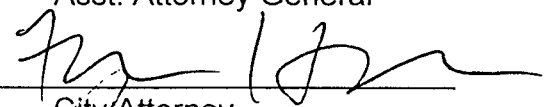
The Oregon Transportation Commission, by a duly adopted delegation order, authorized its Chairman or Vice Chairman to act in its behalf in approving this agreement which includes the abandonment of a roadway currently in ODOT jurisdiction. Approval was given for this agreement on \_\_\_\_\_ by \_\_\_\_\_ which approval is set forth in the Minutes of the Oregon Transportation Commission. The delegation order also authorizes the State Highway Engineer to sign this agreement for and on behalf of the Commission.

APPROVAL RECOMMENDED

By   
Region Manager

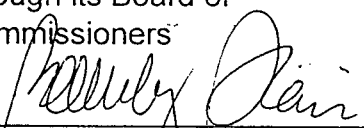
APPROVED AS TO  
LEGAL SUFFICIENCY

By \_\_\_\_\_  
Asst. Attorney General

By   
City Attorney

By   
County Attorney

MULTNOMAH COUNTY, By and  
through its Board of  
Commissioners

By   
Chair

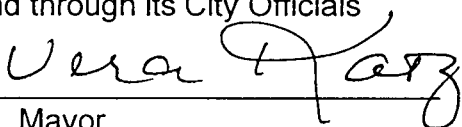
Date June 8, 1995

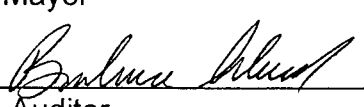
STATE OF OREGON, By and through  
its Department of Transportation,

By \_\_\_\_\_  
State Highway/Chief Engineer

Date \_\_\_\_\_

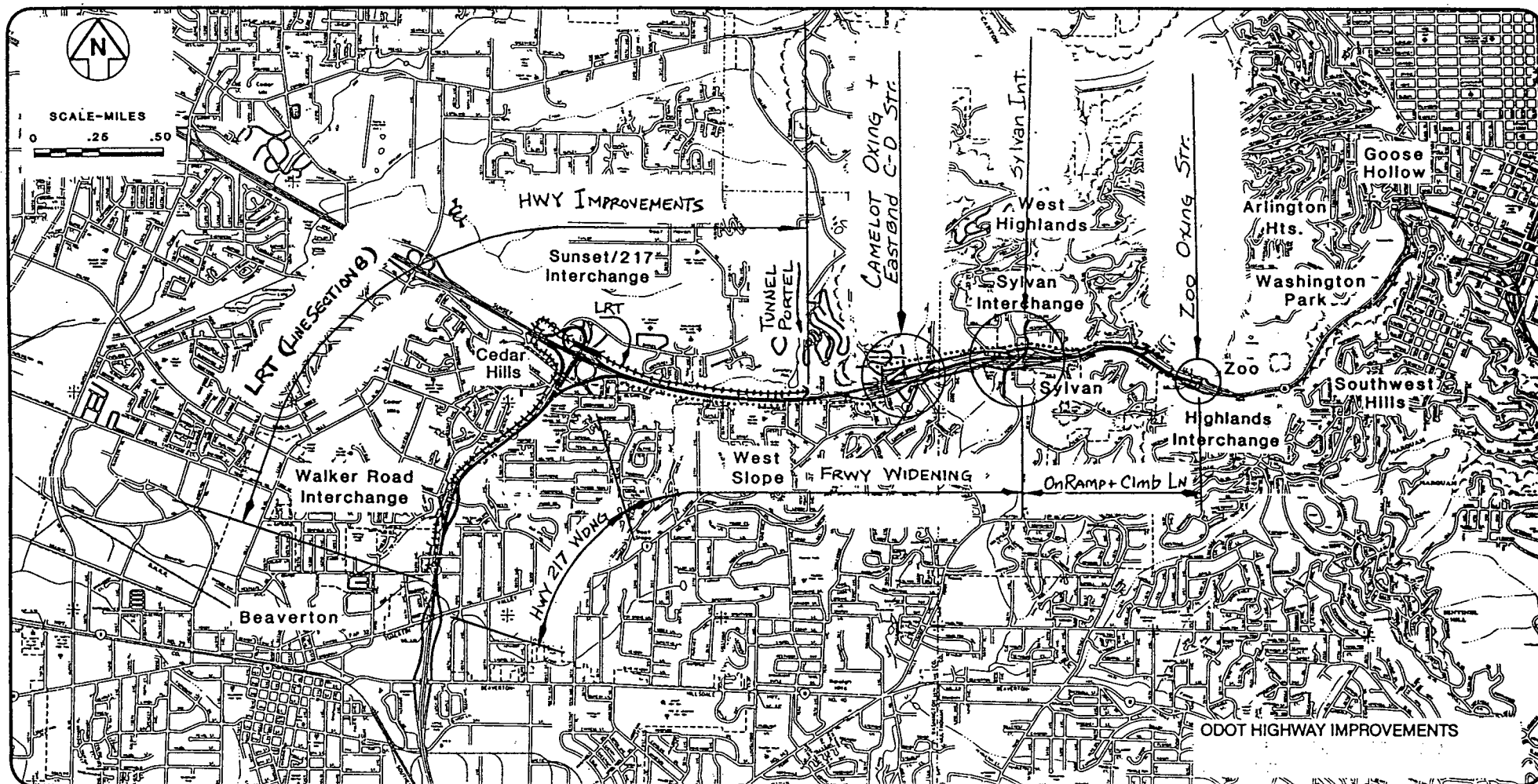
CITY OF PORTLAND,  
By and through its City Officials

By   
Mayor

By   
Auditor

Date 3/10/95

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-7 DATE 6/8/95  
DEB BOGSTAD  
BOARD CLERK



## Legend

- HIGHWAY IMPROVEMENT
- HIGHLANDS (200) INTERCHANGE IMPROVEMENTS
- EXTEND WESTBOUND CLIMBING LANE
- SYLVAN INTERCHANGE IMPROVEMENTS

- WIDEN SUNSET HIGHWAY TO 6 LANES
- SUNSET/217 INTERCHANGE IMPROVEMENTS
- WIDEN HIGHWAY 217 TO 8 LANES
- ... BIKEWAY OR BIKE LANES

The project is a joint transit and highway solution to solve the congestion problem in the Sunset Corridor. For the past 10 years, Washington County has been the fastest growing area in the state. Our traffic counts show the Sunset Highway, from the Vista Ridge tunnels to the 217 interchange, is carrying an average traffic volume of 120,000 vehicles per day and currently exceeds its capacity during peak hour traffic.

To accommodate the increase in traffic, an integrated transit system and highway improvement to balance the flow of traffic in the Sunset Corridor is critical; the joint project effort is now referred to as the Westside Corridor

Project. The highway improvements will be designed and engineered in conjunction with the light rail improvements and will cover two primary state highways: 1) Sunset Highway (U.S. 26) and 2) Beaverton-Tigard Highway (ORE 217).

In the spring of 1990 a Public Hearing will be held on the Supplemental Draft Environmental Impact Statement (SDEIS). This document will cover both the highway improvements and the Light Rail alignment options.

## Westside Corridor Project

Coordinating development of MAX and highway improvements on the Westside.

## Exhibit A



OCT  
1991

## EXHIBIT A1

### HIGHLAND (ZOO) INTERCHANGE

Sunset Highway  
Multnomah County

#### SCOPE OF WORK

- Replace structure at Zoo Interchange to provide adequate vertical clearance.
- Construct a new westbound Zoo on-ramp from Zoo Interchange onto Sunset Highway.
- Rebuild and realign S.W. Canyon Court from S.W. Knight Boulevard to S.W. Highland Road to make room for Interchange on-ramp, highway improvements, and allow for a shared bikeway.
- Rebuild eastbound on and off-ramps at Zoo Interchange.
- Shoulder barrier/gravity retaining wall to come under future City of Portland jurisdiction.

## EXHIBIT A2

### SYLVAN INTERCHANGE - HIGHLAND INTERCHANGE SUNSET HIGHWAY MULTNOMAH COUNTY

#### SCOPE OF WORK

- Widen Sunset Highway westbound to accommodate fourth lane (truck lane) from Zoo to Sylvan.
- 2 inch overlay of entire width of highway between Zoo and Sylvan Interchanges and full depth pavement where viaducts are replaced.
- Reconstruct and realign Canyon Court from Highland Parkway to Westgate Drive. Portion of Canyon Court that currently belongs to ODOT will transfer to Multnomah County upon completion and inspection of the project.
- Construct a 1600 foot noise wall along north shoulder of Sunset Highway.
- Prepare for closure of Canyon Court on both sides of Skyline Blvd. Reroute traffic as described in 5.6 and 5.7
- Reconstruct Westgate Drive to City of Portland's standards.
- Reconstruct and realign S.W. Montgomery Road from S.W. 58th to Skyline Blvd. and reconnect with Skyline Blvd. north of existing connection.
- Reconstruct S.W. 58th from S.W. Canyon Court to S.W. Montgomery Road.

**EXHIBIT A3**  
**CAMELOT INTERCHANGE - SYLVAN INTERCHANGE**  
**SUNSET HIGHWAY**  
**MULTNOMAH COUNTY**

**SCOPE OF WORK**

- Build Collector/Distributor system east and westbound from Camelot Interchange to Sylvan Interchange.
- Re-construct ramps at Sylvan and Canyon Road to tie into the Collector/Distributor system.
- Provide realignment and channelization improvements on Scholls Ferry and Skyline Blvd. including replacement of structure overcrossing Sunset Highway.
- Shift Raab Road from the eastbound highway off-ramp and connect it with Scholls Ferry at a suitable distance away from the interchange following ODOT access control policies and guidelines.
- Shift Canyon Court to the north and rebuild to west of Skyline Blvd.
- Re-establish access to Big Red's and Carrow's restaurants by way of S.W. Westgate Drive. Remove existing Skyline/Canyon Court connections on both east and west side of Skyline.
- Construct a bicycle facility north of the Sunset Highway from Sylvan Interchange to Camelot Court.
- Reconstruct main eastbound and westbound lanes of Sunset Highway. New facility will have three through lanes in each direction.
- Reconstruct and realign Humphrey Boulevard to connect into Scholls Ferry Road at a suitable distance away from the interchange, following ODOT access control policies and guidelines. This will also provide access to Hewitt Street.
- Replace existing Camelot structure overcrossing Sunset Highway to allow widening of Sunset Highway to (3) through lanes in each direction.

- Replace existing Sunset Highway structure over S.W. Canyon Road with a wider structure and raise five feet to accommodate the reconstruction of the westbound Canyon Road off-ramp.

**EXHIBIT B1**  
**INTERCHANGE MANAGEMENT PLAN**

HIGHLAND (ZOO) INTERCHANGE  
SUNSET HIGHWAY

**PURPOSE**

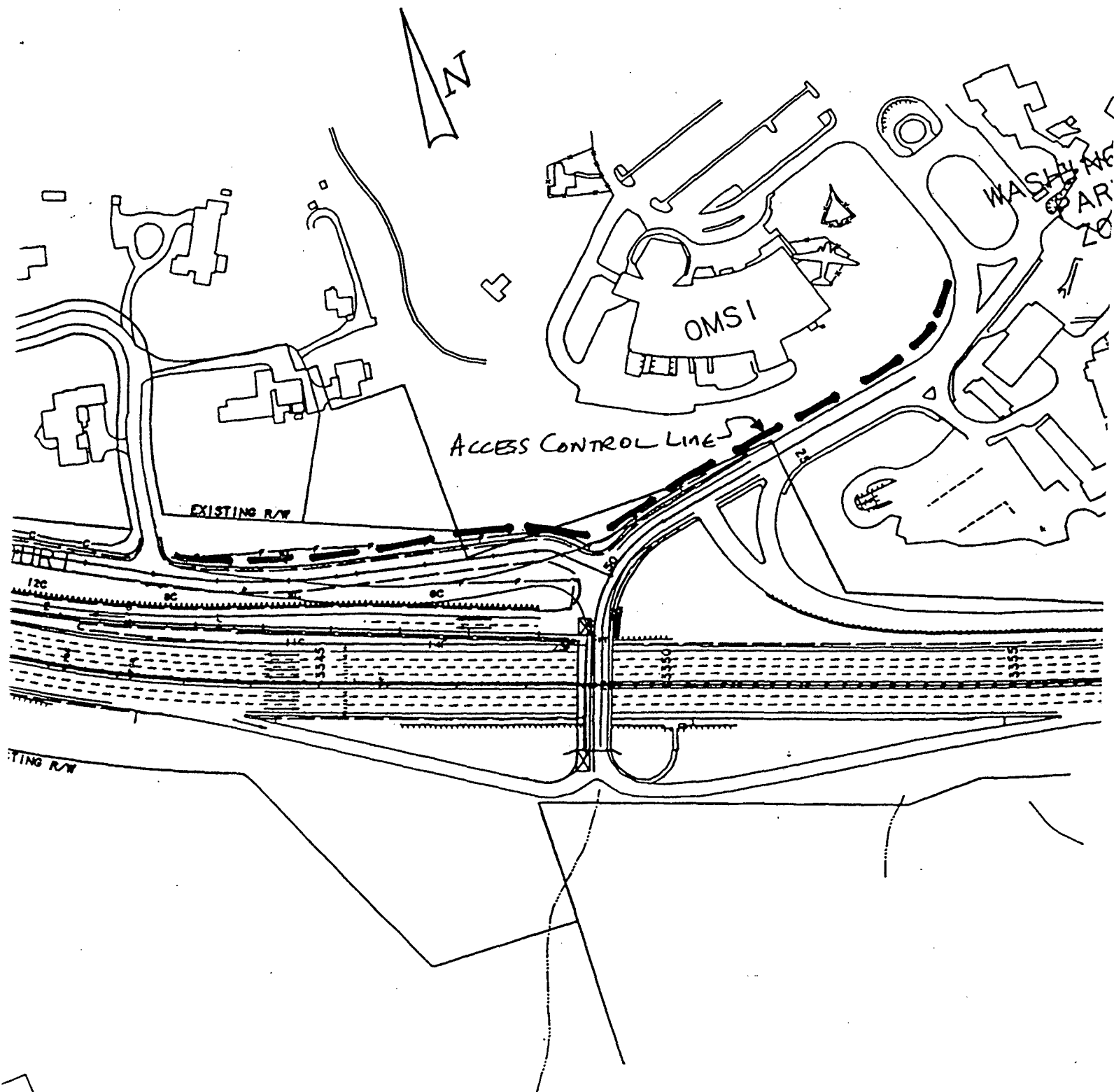
The purpose of this plan is to identify methods to manage the Highland (Zoo) Interchange to support the Westside Light Rail contract and provide the highest level of access between the Sunset Highway and the broad region that the interchange serves. This planning is necessary to avoid excessive accesses, traffic signals and complicated and heavy traffic movements on the cross-street in the vicinity of the interchange as these factors greatly limit the ability of the interchange to serve the region.

**APPLICATION**

This Plan shall apply to the area shown in the attached map. It takes in the area east and west of the Zoo Interchange along S.W. Knight Blvd. and S.W. Canyon Court.

**ELEMENTS**

**Access Control:** Limits of access control are shown on accompanying map.



## Exhibit B1

Zoo-Highlands Interchg  
 Sunset Highway  
 WESTSIDE Corridor Project

4-10-92 mje

## EXHIBIT B2 INTERCHANGE MANAGEMENT PLAN

### SYLVAN INTERCHANGE SUNSET HIGHWAY

#### PURPOSE

The purpose of this plan is to identify methods to manage the Sylvan Interchange to support the Westside Light Rail Contract and provide the highest level of access between the Sunset Highway and the broad region that the interchange serves. This planning is necessary to avoid excessive accesses, traffic signals and complicated and heavy traffic movements on the cross-streets in the vicinity of the interchange as these factors greatly limit the ability of the interchange to serve the region.

#### APPLICATION

This Plan shall apply to the area north and south of the Sunset Highway and east and west of S.W. Skyline Blvd/Scholls Ferry Road.

#### ELEMENTS

**S.W. Skyline Blvd.:** ODOT and City need to further explore options for access control on S.W. Skyline Blvd. between the Sunset Highway westbound ramp terminal and S.W. Westgate Drive, which may necessitate a supplement to this agreement.

**Access Control:** The accesses along S.W. Skyline Blvd. between S.W. Westgate and the Sunset Highway and along Scholls Ferry Road between Raab Road and the Sunset Highway to be subject to ODOT approval when land use change is proposed.

**Signal Timing and Traffic Circulation:** The timing of the major signals on S.W. Skyline Blvd. and Scholls Ferry Road and the provisions for traffic circulation to lands around the interchange should reflect the priorities listed below.

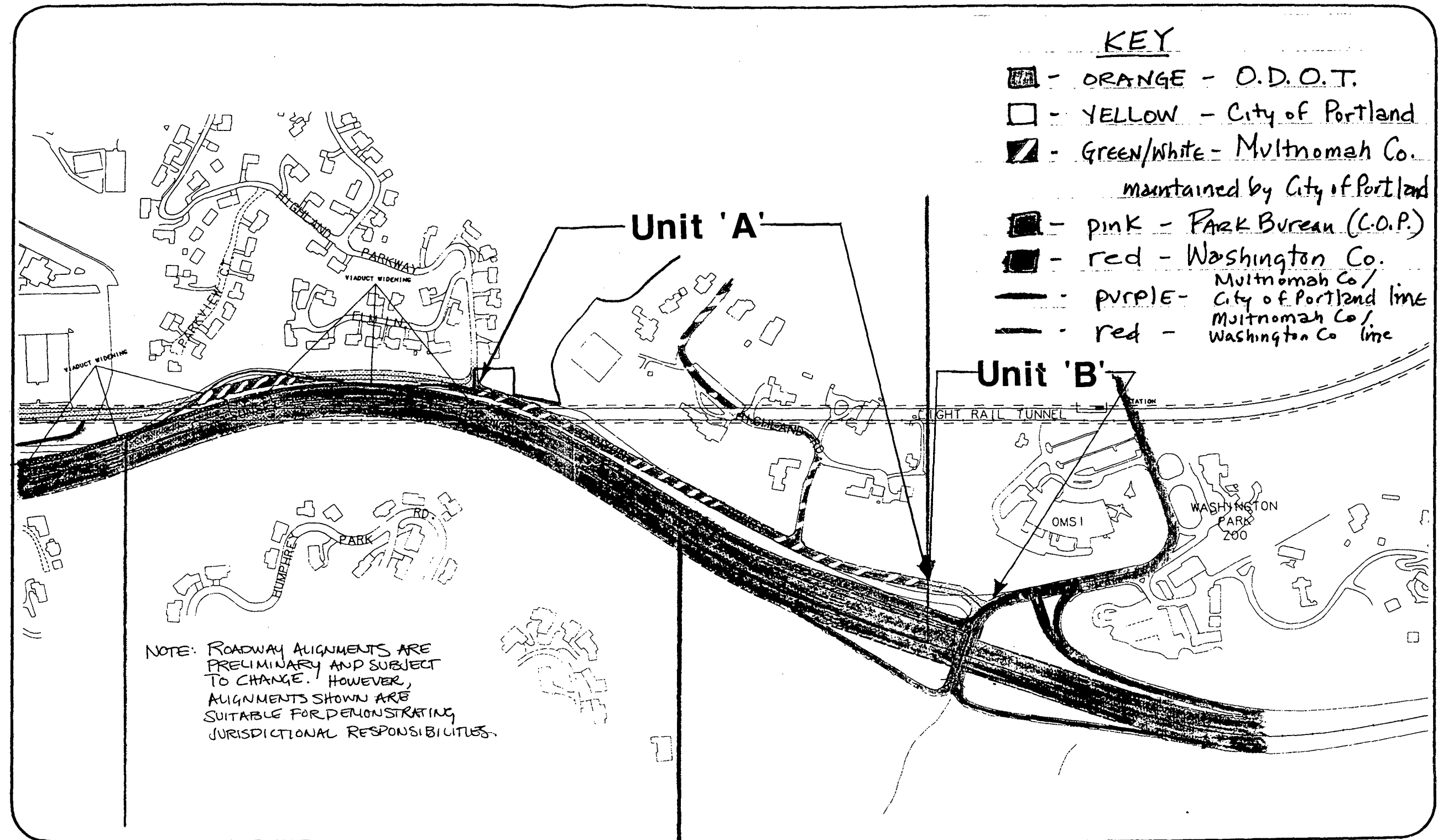
The highest priority will be to clear traffic off of the Sunset Highway off-ramps and move it away from the interchange area. The next level priority will be to move traffic onto the highway on-ramps. A lower priority will be to serve the access needs to properties in the interchange area.

4-10-92 mjt

EXHIBIT C

KEY:

ORANGE	-	ODOT Jurisdiction
YELLOW	-	CITY OF PORTLAND Jurisdiction
GREEN/WHITE		MULTNOMAH COUNTY Jurisdiction
PINK		CITY PARK BUREAU Jurisdiction
BLUE	-	PRIVATE DEVELOPMENT Street
RED		WASHINGTON COUNTY Jurisdiction
PURPLE		MULT CO/C.O.P. LINE



# LEGEND

AREA OF IMPROVEMENTS

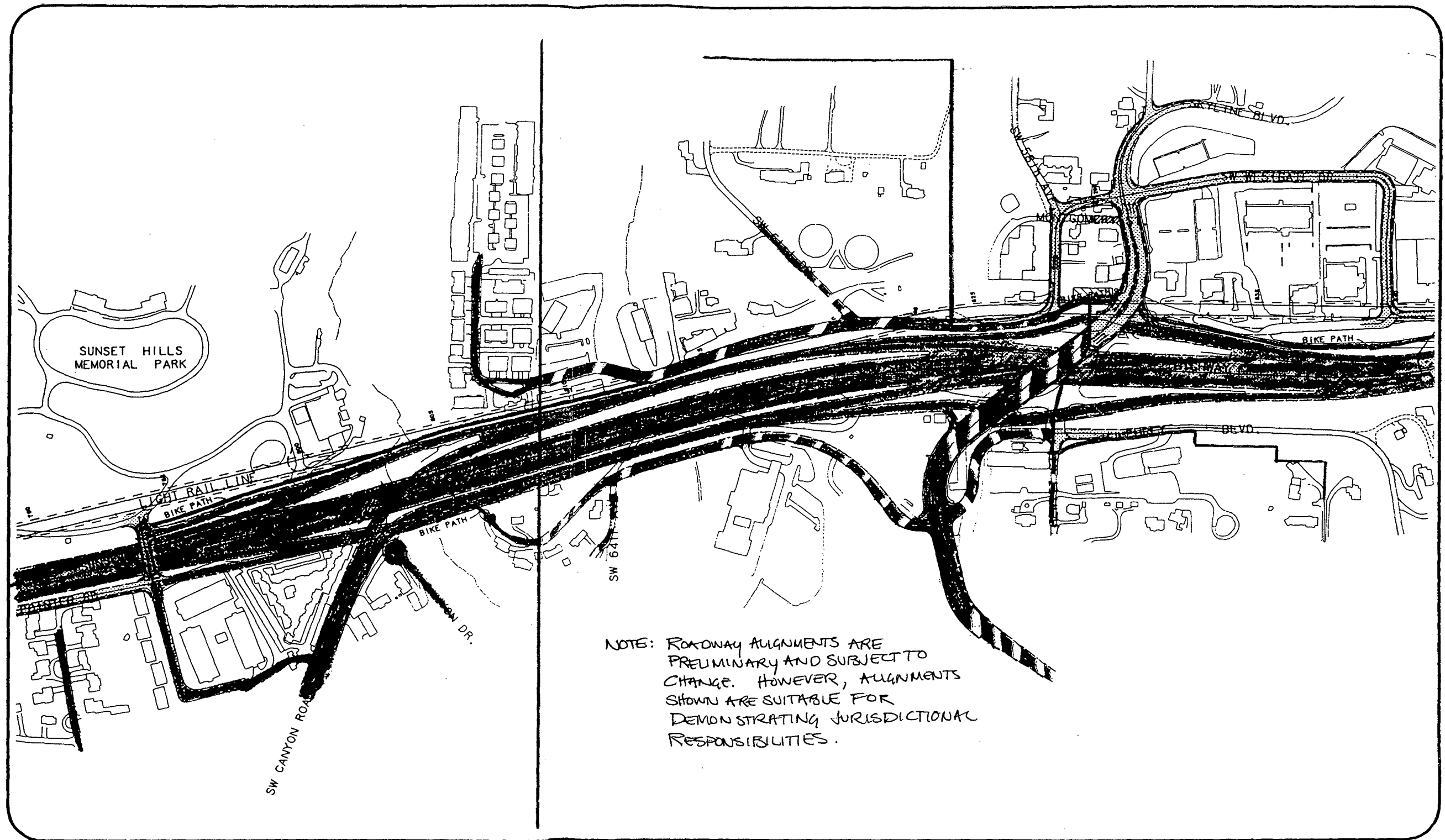
## WESTSIDE CORRIDOR PROJECT

ZOO INTERCHANGE TRUCK CLIMBING LANE  
SUNSET BIKE ROUTE

FIGURE

FUTURE JURISDICTIONS

Exhibit 'C'



#### LEGEND

■ AREA OF IMPROVEMENTS

#### WESTSIDE CORRIDOR PROJECT

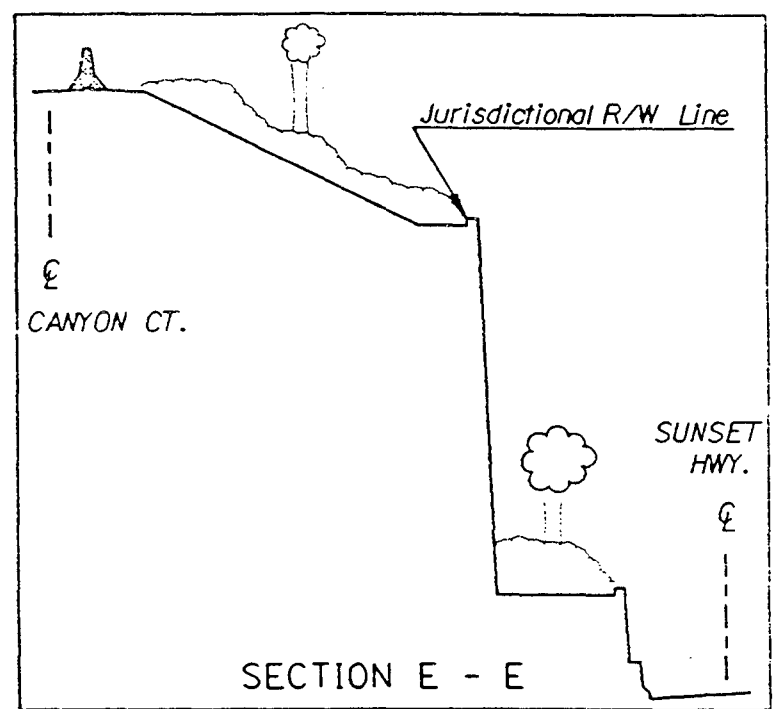
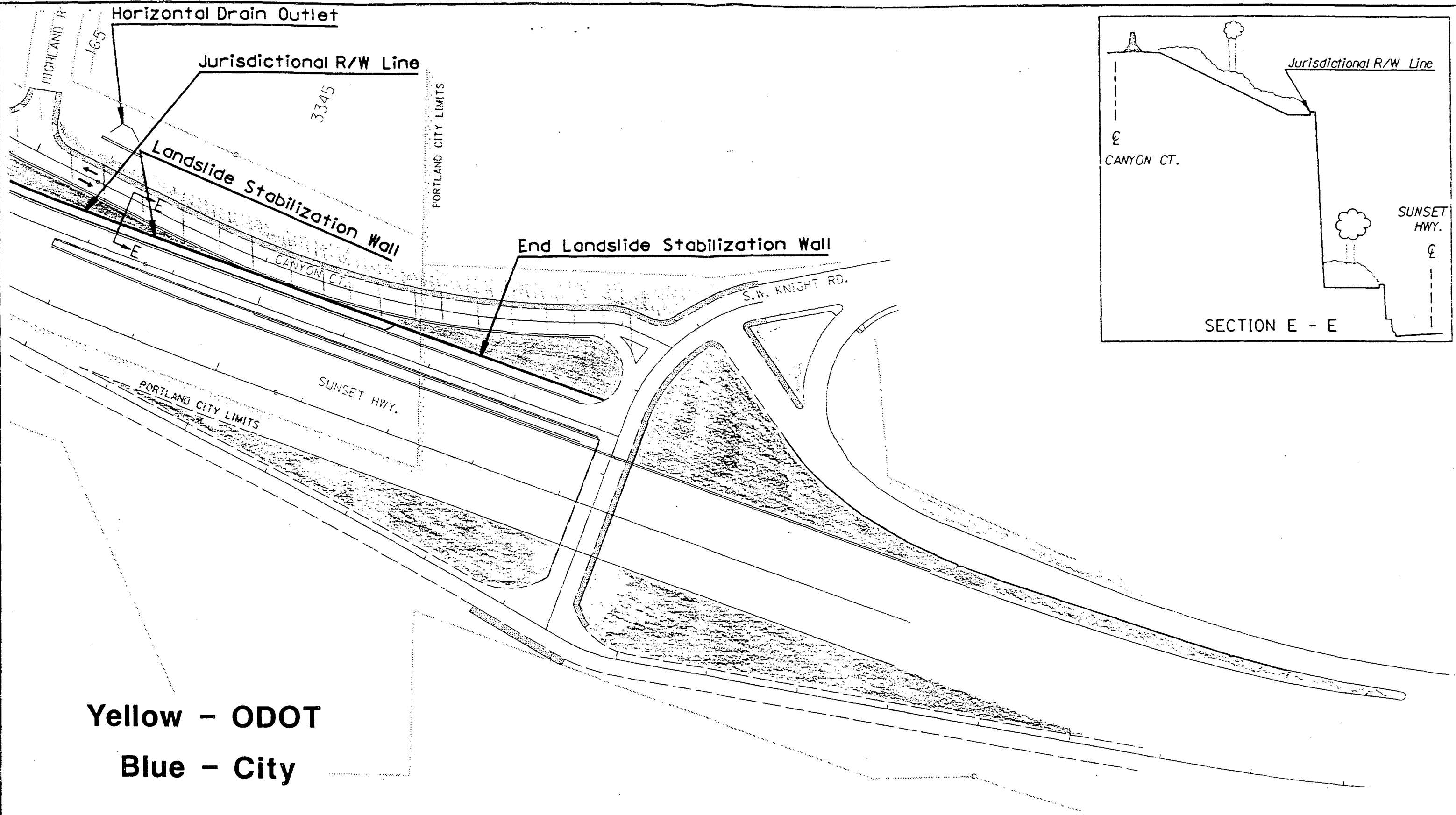
SYLVAN INTERCHANGE TO CAMELOT CT. INTERCHANGE  
C/D SYSTEM AND SUNSET BIKE ROUTE

FIGURE

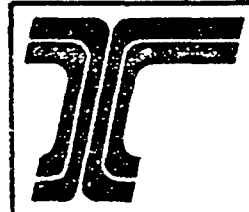
*Future Jurisdictions*

**Exhibit 'C2'**

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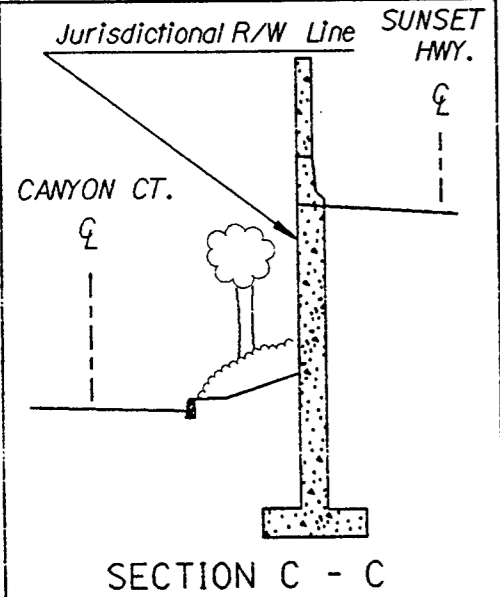
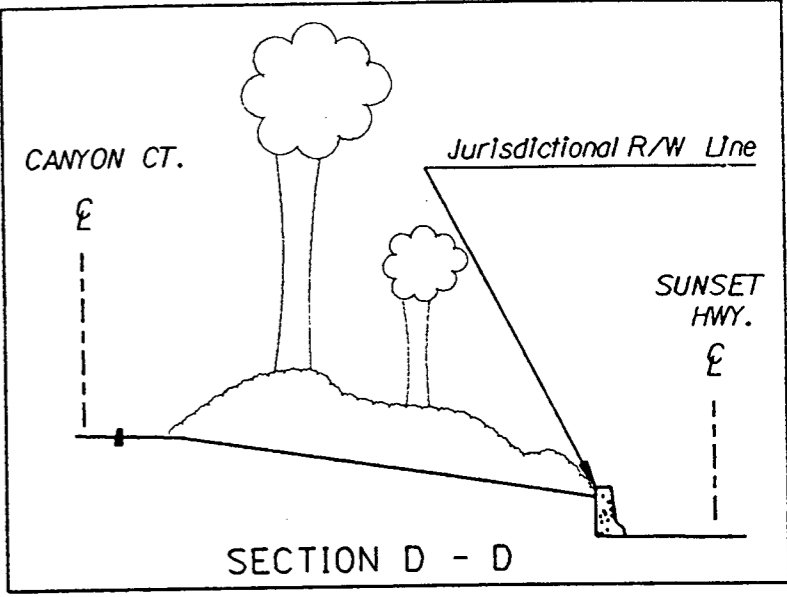
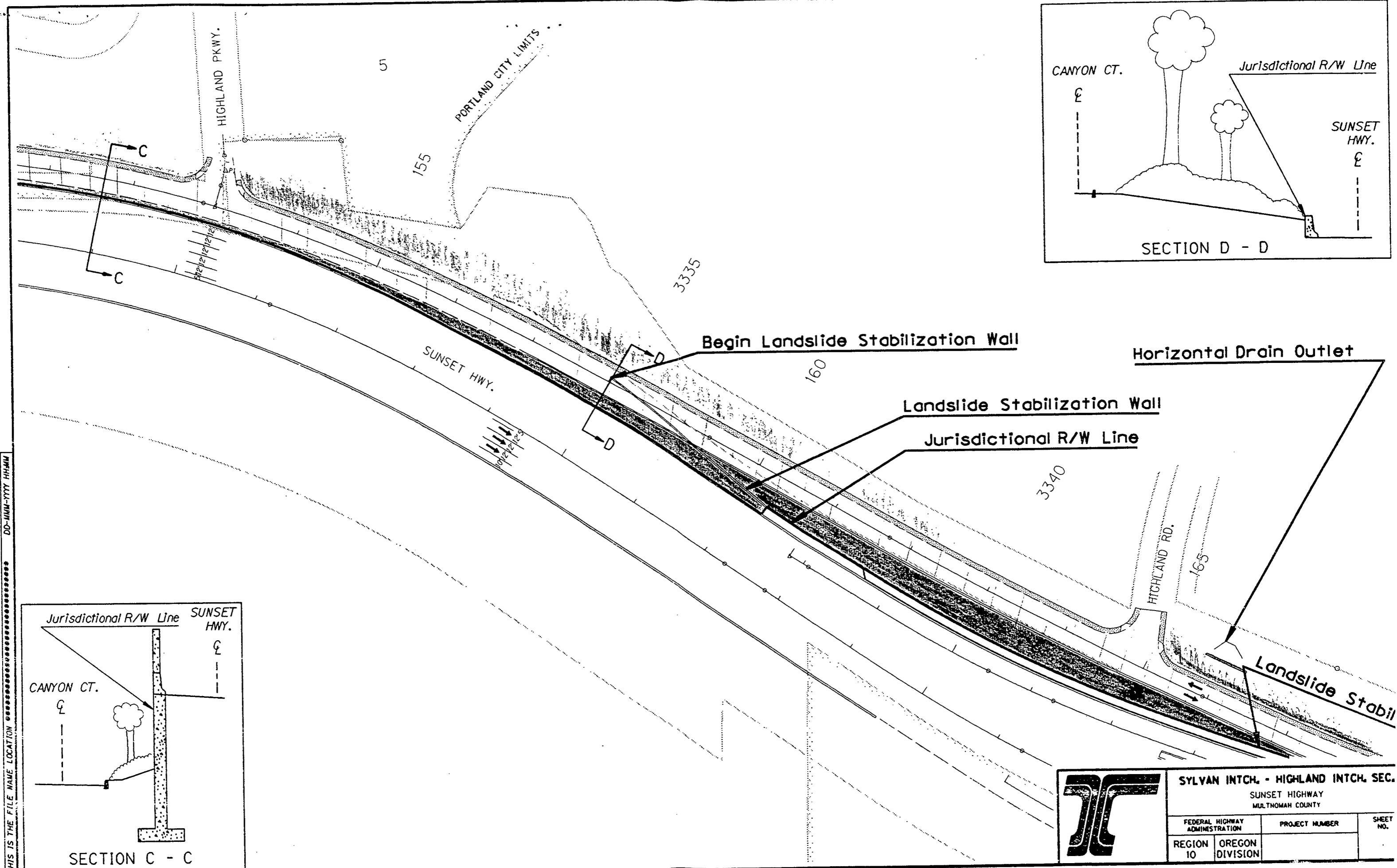


Yellow - ODOT  
Blue - City



SYLVAN INTCH. - HIGHLAND INTCH. SEC.			
SUNSET HIGHWAY			
MULTNOMAH COUNTY			
FEDERAL HIGHWAY ADMINISTRATION		PROJECT NUMBER	
REGION 10	OREGON DIVISION		SHEET NO.

Exhibit 'D1'



THIS IS THE FILE NAME LOCATION \*\*\*\*\* DO-MMM-YYY HH:MM

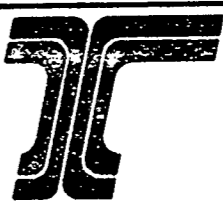
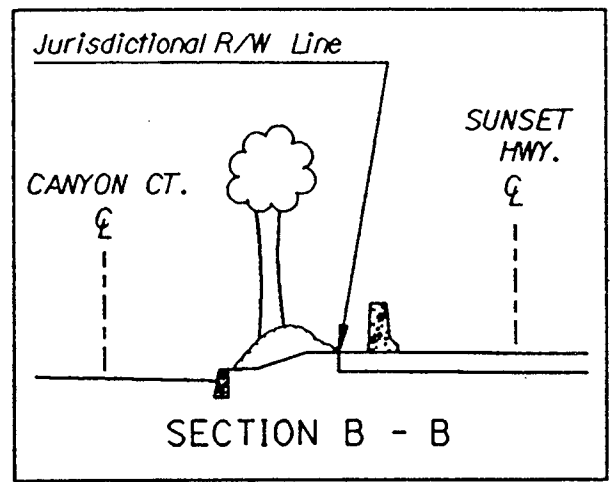
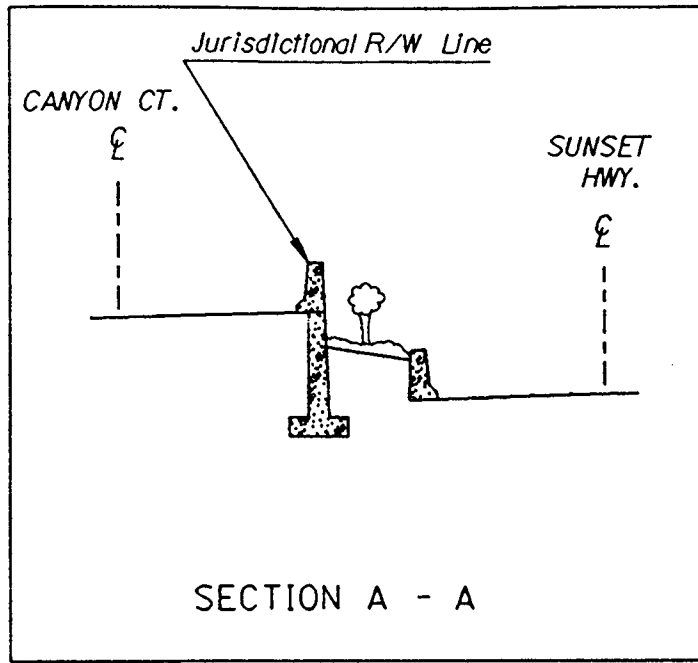
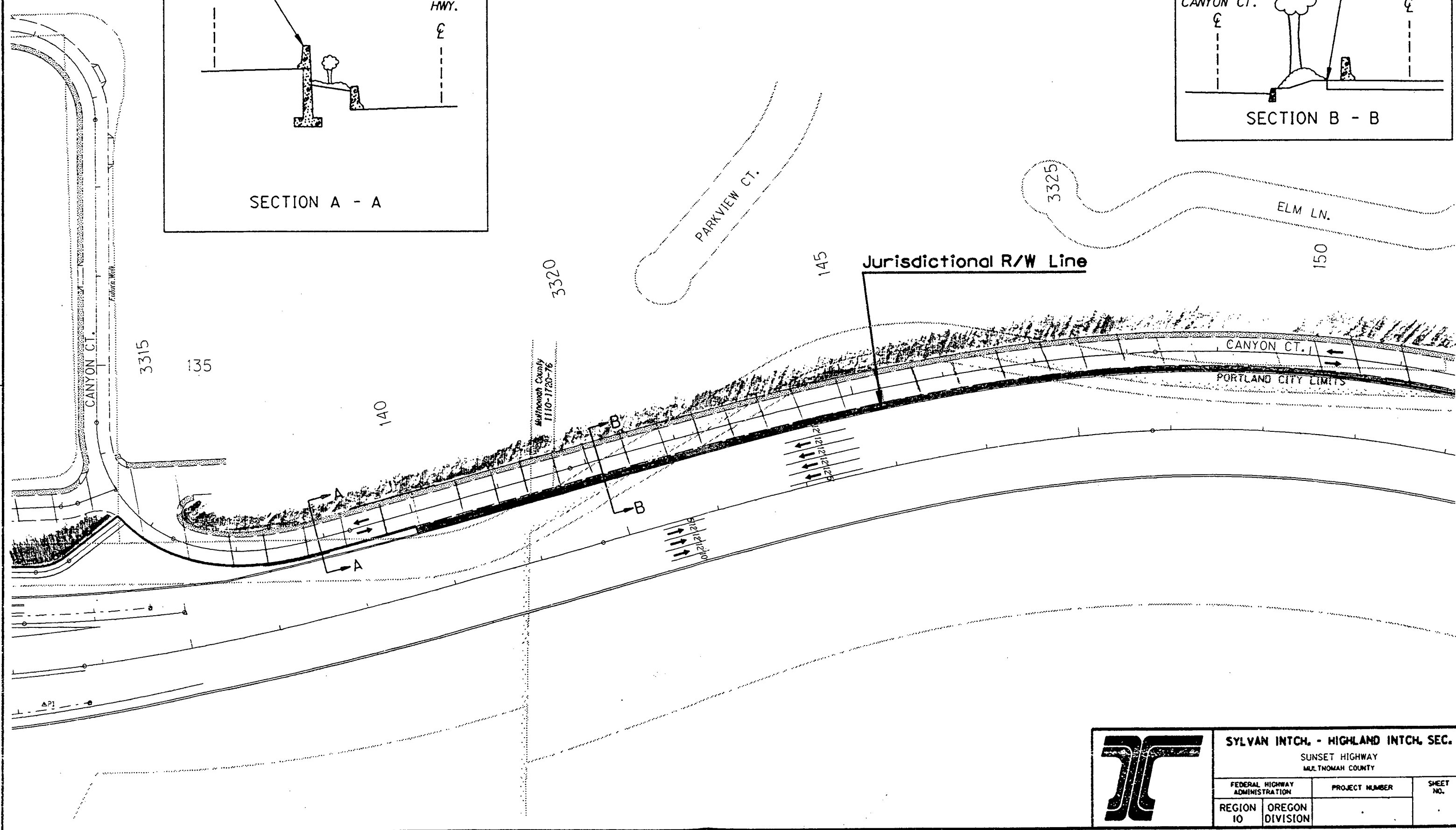

	SYLVAN INTCH. - HIGHLAND INTCH. SEC.		
	SUNSET HIGHWAY MULTNOMAH COUNTY		
	FEDERAL HIGHWAY ADMINISTRATION		PROJECT NUMBER
REGION 10	OREGON DIVISION		

Exhibit 'D2'

THIS IS THE FILE NAME LOCATION \*\*\*\*\* DD-MMM-YYYY HHMM



				SYLVAN INTCH. - HIGHLAND INTCH. SEC.	
				SUNSET HIGHWAY MULTNOMAH COUNTY	
FEDERAL HIGHWAY ADMINISTRATION		PROJECT NUMBER		SHEET NO.	
REGION 10	OREGON DIVISION				

## CITY SERVICES TO BE REIMBURSED BY ODOT

CITY SERVICES	ESTIMATED CITY COSTS	REIMBURSABLE BY ODOT	TOTAL REIMBURSABLE BY ODOT
<u>DESIGN</u>			
BUREAU OF TRAFFIC MANAGEMENT			
TRAFFIC SIGNAL DESIGN	\$15,000.00	\$15,000.00	
FINAL INSPECTION	\$500.00	\$500.00	
BUREAU OF ENVIRONMENTAL SERVICES			
ZOO INTERCHANGE			
STORM SEWER DESIGN	\$34,285.00	\$29,385.00	
MANAGEMENT, INSPECTION, & TESTING	\$31,900.00	\$31,900.00	
CLIMBING LANE/SYLVAN			
STORM SEWER DESIGN	\$21,000.00	\$12,000.00	
MANAGEMENT, INSPECTION, & TESTING	\$38,500.00	\$22,500.00	
			\$111,285.00
<u>PERMITS</u>			
WATER BUREAU	\$0.00	\$0.00	
OTHER	\$0.00	\$0.00	
<u>PROBLEM SOLVING CONSULTATION</u> (VALUE ADDED SERVICES)			
PUBLIC INVOLVEMENT			
PERMIT COORDINATION (NON-ROUTINE)			
DESIGN SCOPING AND MODIFICATIONS (TEAMWORK, PROFESSIONAL RESOLUTION OF ISSUES)			
	ESTIMATED FUTURE COSTS	SPENT THRU NOV. 17, 1993	
BUREAU OF TRANSPORTATION	\$30,000.00	\$5,021.00	
PLANNING DIVISION	\$30,000.00	\$20,000.00	
BUREAU OF TRAFFIC MANAGEMENT	\$4,700.00	\$3,298.00	
BUREAU OF PARKS AND RECREATION	<u>\$2,000.00</u>	<u>\$0.00</u>	
SUBTOTAL	\$66,700.00	\$28,319.00	<u>\$55,019.00</u>
TOTAL			\$206,304.00

EXHIBIT 'E1'

# ODOT SERVICES TO BE REIMBURSED BY CITY

PAGE 1  
DATE 1-25-94

City of Portland Environmental Services  
Highland (Zoo) Interchange  
Sunset Highway

ODOT Contract # CON00014

\* Estimate Unit Prices are non-negotiable. ODOT prices are consistent

ODOT		BID		CONTRACT	ODOT			COP			
BID		UNIT	PRICE		REIMBURSIBLE (CITY)	NON-REIMBURSIBLE					
ITEM	DESCRIPTION	QTY	UNIT	PRICE	QTY	%	COST	QTY	%	COST	
172	EXPLORATORY EXCAVATION	100	CY	20	2000	63	0.63	1260.00	37	0.37	740
173	FILL ABANDONED 36" SEWER	430	LF	25	10750	430	1.00	10750	0	0.00	0
174	FILL ABANDONED MANHOLE	2	EA	500	1000	2	1.00	1000	0	0.00	0
175	COMMON EXCAV / BACKFILL	1900	CY	30	57000	1230	0.65	36900	670	0.35	20100
176	8-INCH SANITARY SEWER	240	LF	26.5	6360	0	0.00	0	240	1.00	6360
177	24-INCH SANTARY SEWER	275	LF	50	13750	275	1.00	13750	0	0.00	0
178	GRANULAR BACKFILL	725	CY	17	12325	290	0.40	4930	435	0.60	7395
179	FOUNDATION STABILIZATION	25	CY	100	2500	15.75	0.63	1575	9.25	0.37	925
180	CONCRETE MANHOLES, 48-INCH	4	EA	6000	24000	0	0.00	0	4	1.00	24000
181	CONCRETE MANHOLES, 60-INCH	1	EA	8500	8500	1	1.00	8500	0	0.00	0
182	CONCRETE MANHOLES, 72-INCH	4	EA	12500	50000	4	1.00	50000	0	0.00	0
183	DROP ASEMBLY MANHOLE	1	EA	1500	1500	0	0.00	0	1	1.00	1500
184	RECONSTRUCT MANHOLE BASE	1	EA	2500	2500	0	0.00	0	1	1.00	2500
185	DIVERSION FO FLOW	1	LS	15000	15000	0.93	0.93	13950	0.07	0.07	1050
186	14-INCH HDPE SANITARY SEWER	425	LF	135	57375	0	0.00	0	425	1.00	57375
187	42-INCH HDPE SANITARY SEWER	325	LF	188	61100	325	1.00	61100	0	0.00	0
TOTAL CONTRACT ESTIMATE					325660			203715			121945

City of Portland Environmental Services Cost Split with ODOT City - State Agreement Sunset Highway Corridor DATE 1-25-94	Highlands (Zoo) Interchange		Sylvan Int. & Climbing Lane **** Canyon Ct & other city streets	
	CITY COSTS	STATE COSTS	CITY COSTS	STATE COSTS
Non-reimb. Sanitary & Storm Design	4900		9000	
Reimbursible Sanitary & Storm Design		29385 *		12000
Non-reimb. Storm Design			**	
Reimbursible Storm Design				**
Construction Management				
Management		3400	1705	2398
Inspection		23500	11787	16575
Testing & Surveying		5000	2508	3527
City NonReimb. Work in ODOT Contract	121945		***	
Work added to ODOT Contract		203715		***
Total	126845	265000	25000	34500
City NonReimb. Work in ODOT Contract	121945			
Reimbursible Sanitary & Storm Design	-29385			
Reimb. Construction Management	-3400			
Reimb. Construction Inspection	-23500			
Reimb. Construction Testing & Surveying	-5000			
	63,500			
Estimated Net Amount City owes State	60660		0	
Estimated Net Amount State owes City		0		34500

\* = includes 36-inch ODOT storm sewer and sanitary sewers that are reimbursible

\*\* = Sanitary sewer relocations are not included. They will be covered through normal utility relocation procedures.

\*\*\* = Work to be added to additional ODOT contracts have not been identified at this time.

\*\*\*\* = Estimate for Sylvan Interchange and the revised Sunset Highway Corridor may need to be updated by the City.

## EXHIBIT E4

### WESTSIDE CORRIDOR PROJECT TRAFFIC MANAGEMENT PLAN CITY OF PORTLAND WORK PROGRAM

#### OVERVIEW:

1. The City of Portland has lead responsibility for portions of the Traffic Management Program (TMP) as identified in the TMP report and as follows:
2. The City shall conduct a local streets traffic control program in those neighborhoods potentially impacted by diverted traffic as a result of the Westside Corridor Project construction activities. The program is to take place before the Westside Corridor Project construction begins. The estimated cost of this program of \$100,000 will be the financial responsibility of the City.
3. The City shall conduct a local/neighborhood collector streets traffic management program during construction of the Westside Project between September 1993 and October 1997. This program shall use various temporary traffic management approaches to help minimize and mitigate if necessary, unacceptable levels of traffic intrusion onto local/neighborhood streets as a result of the Westside Corridor construction activities. The estimated \$200,000 cost of this program will be paid by the TMP through ODOT.
4. The City shall conduct a local/neighborhood collector streets traffic monitoring program designed to identify increases in traffic or speed on local and neighborhood collector streets during the Westside Corridor Project construction between September 1993 and October 1995. Monitoring shall take place before, during and after construction at specified intervals or as required. The results of this effort shall determine appropriate measures for the traffic control program on the City's local/neighborhood collector streets. The estimated cost of the monitoring program is \$40,000 to be financed fully by the TMP through ODOT.
5. As part of the City's Capital Improvement Program the City has installed or will install signal improvements along West Burnside Street which assist in traffic flow during the Westside Corridor construction at the following locations:
  - West Burnside and N.W. 23rd Place and 24th Place.
  - West Burnside and N.W. Tichner and Macleay Blvd.

These projects shall be funded through the City with no financial obligation to the TMP.

6. The City has completed a pavement overlay of S.W. Beaverton-Hillsdale Highway from S.W. 56th Avenue east through the Sunset Blvd. intersection to facilitate traffic flow with no financial obligation to the TMP.
7. The City shall install a second eastbound turn lane at S.W. Capital Highway to facilitate traffic flow with no financial obligation to the TMP.
8. The City and the TMP has coordinated a signal operation intertie project in the Beaverton-Hillsdale/Capital Highway/Barbur Blvd. corridor from S.W. Barbur Blvd. and Hamilton through S.W. Beaverton-Hillsdale Highway and S.W. 56th. The project includes new traffic controllers, new interconnect cable, improved local detector placement and new system detector loops. The project was conducted in 1993 in advance of the start of the Westside Corridor Project construction. The City shall pay for design engineering, new controllers, and timing plan development at a total cost of \$27,450. The TMP shall pay through ODOT for interconnect cable, intersection loops and system count stations at a total cost of \$73,945.
9. The City and the TMP shall coordinate a downtown carpool parking program, whereby the existing City of Portland downtown Carpool Parking Program will be augmented with additional promotions and incentives to Westside Corridor carpools in the form of coupons valid for additional parking discounts in accordance with the plan as it exists now or as it may be revised. The cost of the basic program shall be paid by the City with the cost of additional discounts for Westside Corridor users to be paid by the TMP.

The TMP and this agreement will be managed subject to the following terms:

- A. The TMP will be directed jointly by both Tri-Met and ODOT; however, policy or significant changes to the Plan will require agreement of the TMP Intergovernmental Advisory Committee Group of which the City is a member.
- B. Regular TMP update reports shall be presented to the Portland City Council every 6 months as Project activity dictates or as requested by the Mayor or City Council.
- C. Implementation of the TMP will be coordinated among seven inter-jurisdictional working groups. Tri-Met will have lead responsibility for the supplemental bus service and carpool program. ODOT will have lead responsibility for highway management and facilities development. Tri-Met and ODOT will share the lead role in the marketing and information program and the City will provide the lead for local street monitoring and management. An evaluation program will be a shared responsibility of Tri-Met, ODOT, and Washington County.

All work performed by the City for which payment is to be made by the TMP is to be reimbursed through ODOT. Invoices pertaining to the TMP are to be managed separately from invoices for other work or under other agreements.

ORDINANCE NO.

168589

- \* Agreement with the Oregon Department of Transportation and Multnomah County to provide for the Westside Corridor Project. (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. The Westside Corridor Project is a combined highway and light rail transit project designed to accommodate transportation needs in the Westside Corridor.
2. The City Council has identified the Westside Corridor Project as the region's number one priority transportation project and has confirmed its support through Resolutions No. 33507 (July 1983), 34254 (March 1987), 34599 (July 1989), 34690 (March 1990), 34833 (April 10, 1991), & Ordinance No. 161687 (August 1988).
3. ODOT working closely with the City, Multnomah County, and Tri-met, has been developing plans for the Westside Corridor Project consisting of highway improvements and related traffic management along the Westside (Sunset Highway) Corridor in conjunction with the Westside Light Rail Transit Project.
4. On 10-14-93, ODOT and the City entered into a Memo of Understanding for the purpose of enabling construction to proceed on the Highland (Zoo) interchange portion of the Project while a formal agreement was being finalized.
5. This is an ODOT Project that is being financed with funds available to ODOT at no cost to the City or the County.
6. ODOT has prepared an Agreement defining respective financial and maintenance responsibilities for that portion of the Project within the City limits and unincorporated County areas for City and County approval and execution.

NOW, THEREFORE, the Council Directs:

- a. The Mayor and the Auditor are hereby authorized to enter into an agreement similar in form to the agreement attached to the original of this ordinance, and by this reference made a part hereof.

Section 2. The Council declares that an emergency exists because delay in executing this agreement would delay construction and the traffic safety benefits to be derived from completion of this project; therefore, this Ordinance shall be in force and effect from and after its passage by Council.

Passed by the Council, MAR 08 1995

Commissioner Earl Blumenauer  
Mulvey Johnson:mmv  
January 6, 1995  
[3300.agmts]WSC-Agmt-Ord.WP

BARBARA CLARK  
AUDITOR OF THE CITY OF PORTLAND  
BY *Barbara Olson*  
DEPUTY

MEETING DATE: JUN 0 8 1995

AGENDA NO: R-8

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Grant of Sanitary Sewer Easement to City of Troutdale in Sections 26 & 35, Township 1 North, Range 3 East, Willamette Meridan, Multnomah County, Oregon

(County Farm)

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

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

**REGULAR MEETING:** Date Requested: June 8, 1995

Amount of Time Needed: 5 Minutes

**DEPARTMENT:** Environmental Services **DIVISION:** Facilities & Property Management

**CONTACT:** Bob Oberst **TELEPHONE #:** 248-3851  
**BLDG/ROOM #:** 421/3rd

**PERSON(S) MAKING PRESENTATION:** Bob Oberst

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

SEE SUPPLEMENT

6/13/95 ORIGINAL EASEMENTS, CERTIFIED TRUE COPY  
OF ORDER & COPY OF ALL TO BOB OBERST

CLERK OF  
COUNTY COMMISSIONERS  
1995 JUN - 1 PM 3:42  
MULTNOMAH COUNTY  
OREGON

**SIGNATURES REQUIRED:**

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

OR

**DEPARTMENT MANAGER:**  Betty Williams

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

0516C/63

6/93

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Robert Oberst, Facilities & Property Management *BAD*

TODAY'S DATE: May 19, 1995

REQUESTED PLACEMENT: June 8, 1995

RE: Approval of grant of Easements to the City of Troutdale for construction of sanitary sewer lines on the County Farm property in Sections 26 and 35, T1N, R3E, WM, Multnomah County, Oregon.

I. Recommendation/Action Requested: Approval by Board of Commissioners of three PUBLIC UTILITY EASEMENTS granting to the City of Troutdale an easement for construction of sanitary sewer lines to serve portions of the County Farm property and adjacent property.

II. Background/Analysis: The land to be subject to the easement consists of a strip of land approximately 3,600 feet in length and varying from twenty feet to thirty feet in width as shown in the easements exhibits and the sketch attached to this supplement to the Agenda Placement Form.

The sewer lines to be constructed will serve the land containing the Multnomah County Correctional Facility, the Cherry Ridge residential development being developed by GSL Homes on land purchased from Multnomah County, the parcel referred to as "E east" on the attached sketch and Sedona Park development on land sold by Multnomah County to Benchmark Land Company on the easterly portion of the County Farm.

The easement is located on the westerly boundary of parcel "E east", along the location of an existing water line easement and on the southerly boundary of the MCCF parcel, on land zoned as open space and on land to be sold to GSL Homes, Inc. so as to have little or no effect on future use of the County properties involved.

GSL Homes, Inc. will construct a hard surface paved road over the easement from Halsey Street to a point where an existing road from MCCF joins the easement route. This will provide substantially improved access to MCCF, eliminating the present route through McMenamin's Edgefield facilities.

III. Financial Impact: There is no cash consideration to the County from the City of Troutdale for the easements. Because of the routing of the easements, there is little or no effect on the amount of usable land owned by the County and the construction of the sewer will enhance future use of the MCCF and "E east" parcels.

The grant of the PUBLIC UTILITY EASEMENTS would retain in the

County and its successors in interest the right to use the land in ways that would not interfere with the sanitary sewer. This would primarily consist of non-structural uses.

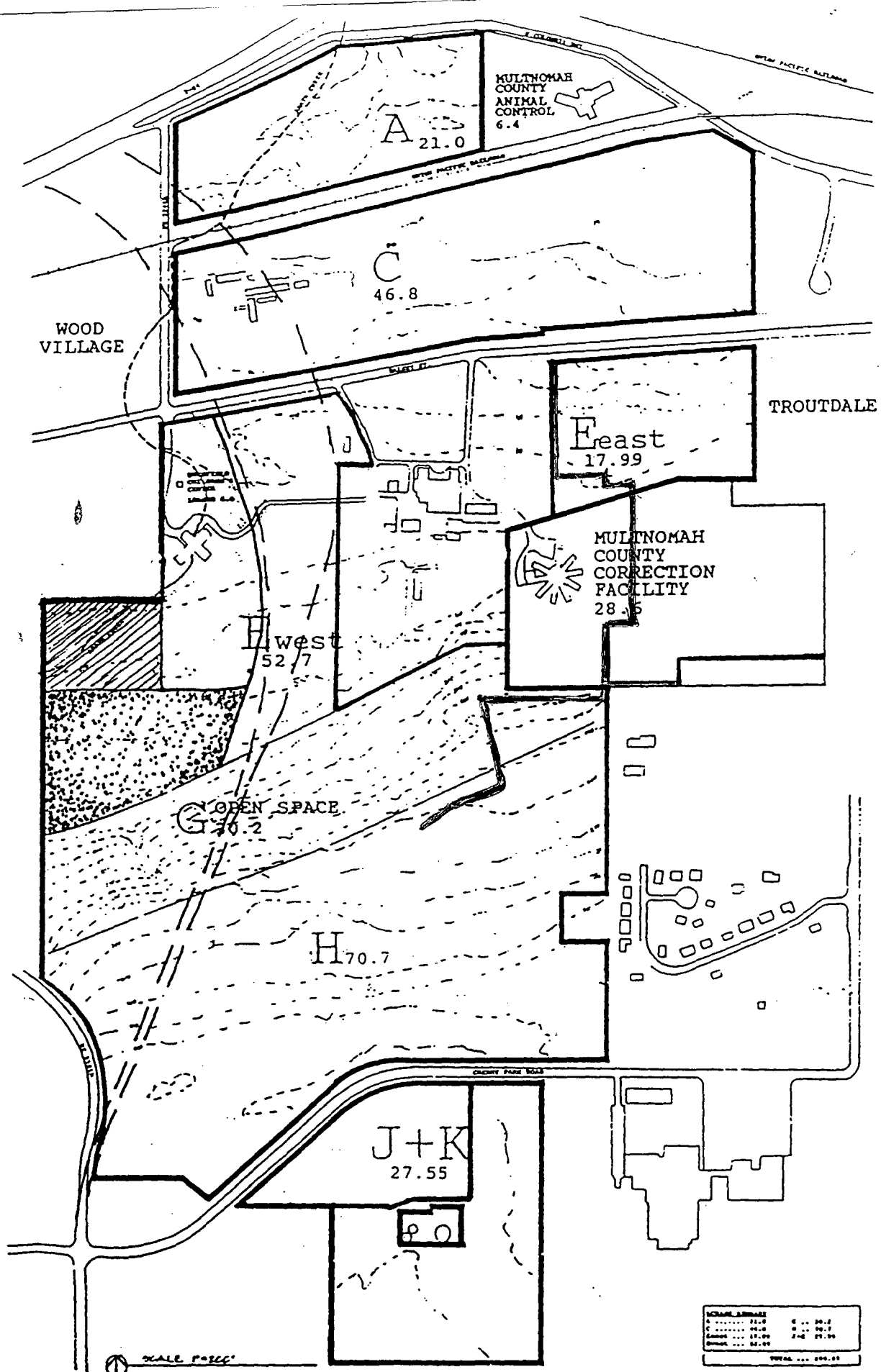
IV. Legal Issues: None, to Facilities & Property Management (FM) knowledge.

V. Controversial Issues: None, to FM knowledge.

VI. Link to Current County Policies: None, to FM knowledge.

VII. Citizen Participation: None involved or expected in this transaction. Citizen participation in the City of Troutdale's development approval process is unknown to FM.

VIII. Other Government Participation: The location of the sewer line and approval of area land developments is subject to regulation by the City of Troutdale. The City has approved of the location of the sewer line which is the subject of these proposed easements.



Parcel	Area	Area
A	21.0	6.4
C	46.8	17.99
East	17.99	28.56
H West	52.7	70.2
H	70.7	27.55
J+K	27.55	
Total	288.64	

EXHIBIT "A"

A PARCEL OF LAND LOCATED IN THE SOUTH ONE HALF OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, CITY OF TROUTDALE, MULTNOMAH COUNTY, OREGON AND ALSO BEING A PORTION OF PARCEL "1" OF PARTITION PLAT NO. 1993-97, DESCRIBED AS FOLLOWS:

BEGINNING AT AN ANGLE POINT ON THE EASTERLY LINE OF SAID PARCEL FROM WHICH THE SOUTH ONE QUARTER CORNER OF SAID SECTION 26 BEARS SOUTH  $00^{\circ} 14' 56''$  WEST 396.36 FEET; THENCE SOUTH  $89^{\circ} 54' 53''$  WEST 20.65 FEET; THENCE NORTH  $00^{\circ} 23' 01''$  EAST 20.00 FEET; THENCE NORTH  $89^{\circ} 54' 53''$  EAST 320.40 FEET; THENCE SOUTH  $00^{\circ} 07' 41''$  WEST 20.00 TO A POINT ON THE MOST EASTERLY SOUTH LINE OF SAID PARCEL 1; THENCE ALONG SAID LINE SOUTH  $89^{\circ} 54' 53''$  WEST 299.84 FEET TO THE POINT OF BEGINNING.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE PLAT OF "COLUMBIA CREST ESTATES".

EXHIBIT "B"

A 20.00 FOOT WIDE PARCEL OF LAND NORTHERLY OF AND ADJACENT TO THE NORTHERLY LINE OF FOLLOWING DESCRIBED PARCEL OF LAND:

A PARCEL OF LAND LOCATED IN THE SOUTH ONE HALF OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, CITY OF TROUTDALE, MULTNOMAH COUNTY, OREGON AND ALSO BEING A PORTION OF PARCEL "1" OF PARTITION PLAT NO. 1993-97, DESCRIBED AS FOLLOWS:

BEGINNING AT AN ANGLE POINT ON THE EASTERLY LINE OF SAID PARCEL FROM WHICH THE SOUTH ONE QUARTER CORNER OF SAID SECTION 26 BEARS SOUTH  $00^{\circ} 14' 56''$  WEST 396.36 FEET; THENCE SOUTH  $89^{\circ} 54' 53''$  WEST 20.65 FEET; THENCE NORTH  $00^{\circ} 23' 01''$  EAST 20.00 FEET; THENCE NORTH  $89^{\circ} 54' 53''$  EAST 320.40 FEET; THENCE SOUTH  $00^{\circ} 07' 41''$  WEST 20.00 TO A POINT ON THE MOST EASTERLY SOUTH LINE OF SAID PARCEL 1; THENCE ALONG SAID LINE SOUTH  $89^{\circ} 54' 53''$  WEST 299.84 FEET TO THE POINT OF BEGINNING.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE PLAT OF "COLUMBIA CREST ESTATES".

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the grant of PUBLIC )  
UTILITY EASEMENTS on County Land in )  
Sections 26 and 35, T1N, R3E, W.M., )  
Multnomah County, Oregon. )

O R D E R

# 95-134

It appearing that construction of a sanitary sewer line is necessary to serve residential and other facilities existing and to be constructed upon land owned by Multnomah County, land being sold by Multnomah County and land adjacent to such County land commonly referred to as the Multnomah County Farm: and

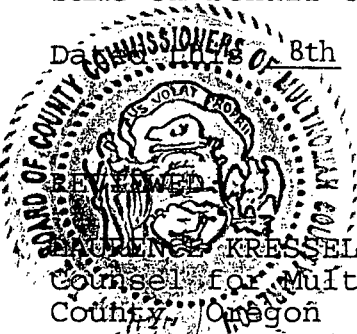
It appearing that said sewers will be constructed by GSL Homes, Inc. and Benchmark Development, which have purchased and are purchasing land from Multnomah County located within the Multnomah County Farm; and

It appearing that said sewers will become a portion of the sanitary sewer system of the City of Troutdale, Oregon and that they will be maintained by the City of Troutdale; and

It appearing that the grant of easements to the City of Troutdale for such sewers will benefit the present and future uses of County land and will benefit the citizens of Multnomah County and the City of Troutdale:

IT IS HEREBY ORDERED that Multnomah County execute the PUBLIC UTILITY EASEMENTS before the Board this date and that the County Chair be, and she is hereby, authorized and directed to execute the same on behalf of Multnomah County.

Da 8th day of June, 1995.



DAVID L. KRESSEL, County  
Counsel for Multnomah  
County, Oregon

By John L. Dubay, Chief Deputy

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

By Beverly Stein, County Chair

## PUBLIC UTILITY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that Multnomah County, a political subdivision of the State of Oregon, in consideration of the sum of One and no/100 Dollars (\$1.00), and other good and valuable consideration, to it paid by the City of Troutdale, a municipal corporation of the State of Oregon, does hereby grant unto said City of Troutdale, the right to access, to lay down, construct, operate, and perpetually maintain a sewer or sewers through, under, and upon a parcel of land situated in Multnomah County, Oregon and more particularly described in Exhibit A attached hereto, together with a temporary easement upon the parcel of land situated in Multnomah County, Oregon and more particularly described in Exhibit B attached hereto, to be used for construction activities in connection with the original placement of such sewer or sewers upon the land described in said Exhibit A.

IT IS UNDERSTOOD and agreed that all public utility easements dedicated to the public are exclusive easements. No other utilities, private or public, facilities, or other easements are to be located within the boundaries of public easements without prior written consent of the City of Troutdale.

IT IS UNDERSTOOD and agreed that public utility easements include the right of access for construction, inspection, maintenance, or other utility activities, associated with the public utility.

IT IS UNDERSTOOD and agreed that no building construction, material storage, grade reduction, or tree planting shall be permitted within public easements, without the prior written consent of the City of Troutdale.

THIS INSTRUMENT does not grant or convey to the City of Troutdale any right or title to the surface of the soil along the route of said easement except for the purpose of right of access, laying down, inspecting, restoring, and replacing utilities.

IN WITNESS WHEREOF, Multnomah County, pursuant to the lawful authority given to the undersigned by its Commission has caused these presents to be signed by its Chair, this 8th day of June, 1995.



MULTNOMAH COUNTY, A POLITICAL SUBDIVISION  
OF THE STATE OF OREGON

By Beverly Stein  
Beverly Stein, County Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By Laurence Kessel

STATE OF OREGON

)

) ss

COUNTY OF MULTNOMAH

)

On this 8th day of June, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

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



*Deborah Lynn Bogstad*

Notary Public for Oregon

My Commission expires: 6/27/97

EXHIBIT "A"

A PARCEL OF LAND LOCATED IN THE SOUTH ONE HALF OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, CITY OF TROUTDALE, MULTNOMAH COUNTY, OREGON AND ALSO BEING A PORTION OF PARCEL "1" OF PARTITION PLAT NO. 1993-97, DESCRIBED AS FOLLOWS:

COMMENCING AT AN ANGLE POINT ON THE EASTERLY LINE OF SAID PARCEL FROM WHICH THE SOUTH ONE QUARTER CORNER OF SAID SECTION 26 BEARS SOUTH 00° 14' 56" WEST 396.36 FEET; THENCE SOUTH 89° 54' 53" WEST 20.65 FEET; THENCE NORTH 00° 23' 01" EAST 10.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89° 54' 53" EAST 320.44 FEET; THENCE NORTH 00° 07' 41" EAST 20.00 FEET; THENCE SOUTH 89° 54' 53" WEST 320.35 FEET; THENCE SOUTH 00° 23' 01" WEST 20.00 FEET TO THE POINT OF BEGINNING.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE PLAT OF "COLUMBIA CREST ESTATES".

EXHIBIT "B"

A 20.00 FOOT WIDE PARCEL OF LAND NORTHERLY OF AND ADJACENT TO THE NORTHERLY LINE OF FOLLOWING DESCRIBED PARCEL OF LAND:

A PARCEL OF LAND LOCATED IN THE SOUTH ONE HALF OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, CITY OF TROUTDALE, MULTNOMAH COUNTY, OREGON AND ALSO BEING A PORTION OF PARCEL "1" OF PARTITION PLAT NO. 1993-97, DESCRIBED AS FOLLOWS:

COMMENCING AT AN ANGLE POINT ON THE EASTERLY LINE OF SAID PARCEL FROM WHICH THE SOUTH ONE QUARTER CORNER OF SAID SECTION 26 BEARS SOUTH  $00^{\circ} 14' 56''$  WEST 396.36 FEET; THENCE SOUTH  $89^{\circ} 54' 53''$  WEST 20.65 FEET; THENCE NORTH  $00^{\circ} 23' 01''$  EAST 10.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH  $89^{\circ} 54' 53''$  EAST 320.44 FEET; THENCE NORTH  $00^{\circ} 07' 41''$  EAST 20.00 FEET; THENCE SOUTH  $89^{\circ} 54' 53''$  WEST 320.35 FEET; THENCE SOUTH  $00^{\circ} 23' 01''$  WEST 20.00 FEET TO THE POINT OF BEGINNING.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE PLAT OF "COLUMBIA CREST ESTATES".

## PUBLIC UTILITY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that Multnomah County, a political subdivision of the State of Oregon, in consideration of the sum of One and no/100 Dollars (\$1.00), and other good and valuable consideration, to it paid by the City of Troutdale, a municipal corporation of the State of Oregon, does hereby grant unto said City of Troutdale, the right to access, to lay down, construct, operate, and perpetually maintain a sewer or sewers through, under, and upon a parcel of land situated in Multnomah County, Oregon and more particularly described in Exhibit A and as shown on Exhibit Map B attached hereto.

IT IS UNDERSTOOD and agreed that all public utility easements dedicated to the public are exclusive easements. No other utilities, private or public, facilities, or other easements are to be located within the boundaries of public easements without prior written consent of the City of Troutdale.

IT IS UNDERSTOOD and agreed that public utility easements include the right of access for construction, inspection, maintenance, or other utility activities, associated with the public utility.

IT IS UNDERSTOOD and agreed that no building construction, material storage, grade reduction, or tree planting shall be permitted within public easements, without the prior written consent of the City of Troutdale.

THIS INSTRUMENT does not grant or convey to the City of Troutdale any right or title to the surface of the soil along the route of said easement except for the purpose of right of access, laying down, inspecting, restoring, and replacing utilities.

IN WITNESS WHEREOF, Multnomah County, pursuant to the lawful authority given to the undersigned by its Commission has caused these presents to be signed by its Chair, this 8th day of June, 1995.



MULTNOMAH COUNTY, A POLITICAL SUBDIVISION  
OF THE STATE OF OREGON

By

*Beverly Stein*  
Beverly Stein, County Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By

STATE OF OREGON

)

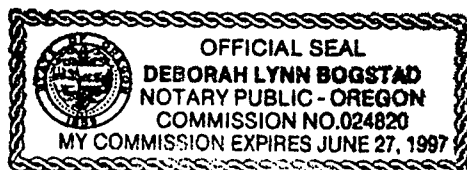
) ss

COUNTY OF MULTNOMAH

)

On this 8th day of June, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

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



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

**EXHIBIT A**  
**LEGAL DESCRIPTION**  
**PUBLIC UTILITY EASEMENT**  
October 20, 1994

A strip of land 20.00 feet in width situated in the SW 1/4 of Section 26 and the NW 1/4 of Section 35, T.1N., R.3E., W.M., City of Troutdale, Multnomah County, Oregon, lying 10.00 feet on each side of the following described centerline:

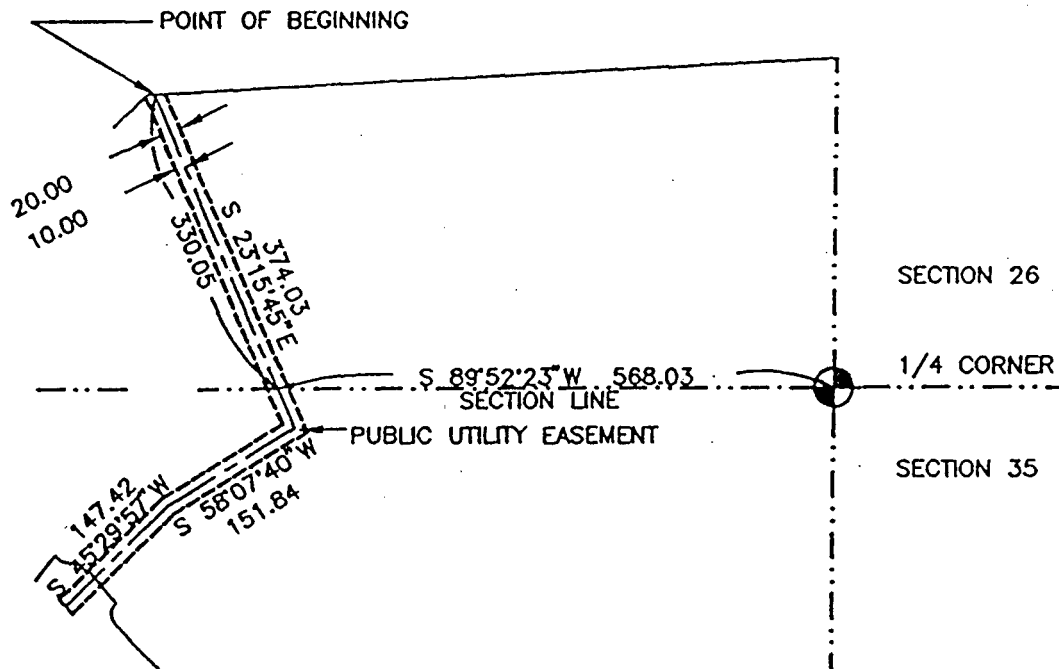
Commencing at the one-quarter comon to said Sections 26 and 35; thence along the line common to said Sections S.89°52'23"W., 568.03 feet; thence N.23°15'45"W., 330.05 feet to the TRUE POINT OF BEGINNING of the herein described strip; thence S.23°15'45"E., 374.03 feet; thence S.58°07'40"W., 151.84 feet; thence S.45°29'57"W., 147.42 feet to the point of ending of the herein described strip.

End of description.

# EXHIBIT B



SCALE 1" = 200'



## PLAT OF DESCRIPTION

### PUBLIC UTILITY EASEMENT

IN THE SW 1/4 SEC. 26 AND NW 1/4 SEC. 35 T1N,R3E, W.M.  
CITY OF TROUTDALE, MULTNOMAH COUNTY, OREGON

**otak**  
Incorporated

surveyors  
engineers  
planners

17355 S.W. BOONES FERRY ROAD  
LAKE OSWEGO, OREGON 97035  
(503)635-3618 FAX (503)635-5395

## PUBLIC UTILITY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that Multnomah County, a political subdivision of the State of Oregon, in consideration of the sum of One and no/100 Dollars (\$1.00), and other good and valuable consideration, to it paid by the City of Troutdale, a municipal corporation of the State of Oregon, does hereby grant unto said City of Troutdale, the right to access, to lay down, construct, operate, and perpetually maintain a sewer or sewers through, under, and upon a parcel of land situated in Multnomah County, Oregon and more particularly described in Exhibit A and as shown on Exhibit Maps B and C attached hereto.

IT IS UNDERSTOOD and agreed that all public utility easements dedicated to the public are exclusive easements. No other utilities, private or public, facilities, or other easements are to be located within the boundaries of public easements without prior written consent of the City of Troutdale.

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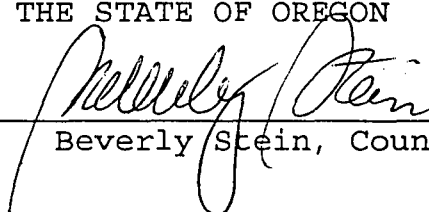
THIS INSTRUMENT does not grant or convey to the City of Troutdale any right or title to the surface of the soil along the route of said easement except for the purpose of right of access, laying down, inspecting, restoring, and replacing utilities.

IN WITNESS WHEREOF, Multnomah County, pursuant to the lawful authority given to the undersigned by its Commission has caused these presents to be signed by its Chair, this 8th day of June, 1995.



MULTNOMAH COUNTY, A POLITICAL SUBDIVISION  
OF THE STATE OF OREGON

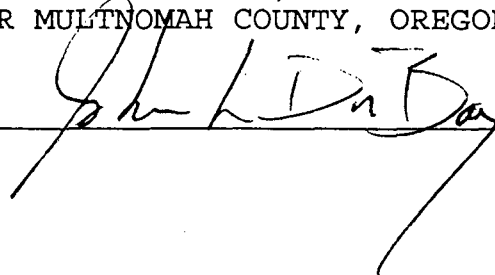
By

  
Beverly Stein, County Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By



STATE OF OREGON

)

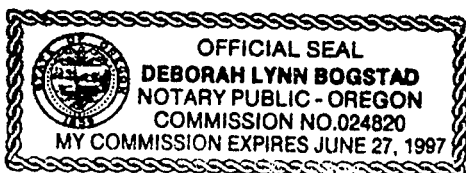
) ss

COUNTY OF MULTNOMAH

)

On this 8th day of June, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

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



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

**EXHIBIT A**  
**LEGAL DESCRIPTION**  
**PUBLIC UTILITY AND ACCESS ROAD EASEMENT**  
**October 20, 1994**

A parcel of land in the South 1/2 of Section 26 and the Northwest 1/4 of Section 35, Township 1 North, Range 3 East, Willamette Meridian, City of Troutdale, Multnomah County, Oregon, said parcel being a portion of "Parcel 1" of that certain Partition Plat filed as number 1993-97, Multnomah County Plat Records, more particularly described as follows:

Beginning at a point on the southerly right of way line of Halsey Street, a 100 foot wide street, which bears S.86°26'06"W., 723.22 feet from the northwesterly corner of "Parcel 2" as said parcel is shown on said Partition Plat No. 1993-97; thence S.00°35'27"E., 172.63 feet to a point herein described as "Point A"; thence S.45°35'27"E., 15.56 feet; thence N.89°24'33"E., 28.00 feet; thence S.00°35'27"E., 23.00 feet; thence S.89°24'33"W., 28.00 feet; thence S.44°24'33"W., 15.56 feet; thence S.00°35'27"E., 197.50 feet; thence along the arc of a 30.00 foot radius curve left, through a central angle of 90°00'00", an arc distance of 47.12 feet, (said arc being subtended by a chord which bears S.45°35'27"E., 42.43 feet) to a point herein described as "Point B"; thence N.89°24'33"E., 227.74 feet; thence S.00°17'40"W., 27.46 feet; thence along the arc of a 30.00 foot radius curve left, through a central angle of 89°22'31", an arc distance of 46.80 feet (said arc being subtended by a chord which bears S.44°23'35"E., 42.19 feet); thence S.89°04'51"E., 103.08 feet; thence S.00°08'21"W., 594.08 feet; thence N.88°30'57"W., 100.28 feet; thence along the arc of a 30.00 foot radius curve left, through a central angle of 91°09'43" an arc distance of 47.73 feet (said arc being subtended by a chord which bears S.45°54'12"W., 42.85 feet); thence S.00°19'20"W., 394.20 to a point on the northerly line of the proposed Cherry Ridge Subdivision, Phase V; thence along said northerly line S.87°00'07"W., 687.91 feet; thence S.45°29'57"E., 2.40 feet; thence N.23°15'45"W., 17.77 feet to a point herein described as "Point C"; thence N.87°00'07"E., 24.00 feet; thence N.42°00'07"E., 15.56 feet; thence N.02°59'53"W., 28.00 feet; thence N.87°00'07"E., 23.00 feet; thence S.02°59'53"E., 28.00 feet; thence S.47°59'53"E., 15.56 feet; thence N.87°00'07"E., 584.41 feet; thence along the arc of a 30.00 foot radius curve left, through a central angle of 86°40'47" an arc distance of 45.39 feet (said arc being subtended by a chord which bears N.43°39'44"E., 41.18 feet); thence N.00°19'20"E., 397.57 feet to a point herein described as "Point D"; thence S.88°30'57"E., 100.13 feet; thence along the arc of a 30.00 foot radius curve left, through a central angle of 91°20'42", an arc distance of 47.83 feet (said arc being subtended by a chord which bears N.45°48'42"E., 42.92 feet); thence N.00°08'21"E., 503.62 feet; thence along the arc of a 30.00 foot radius curve left, through a central angle of 89°13'12" an arc distance of 46.72 feet (said arc being subtended by a chord which bears N.44°28'15"W., 42.14 feet); thence N.89°04'51"W., 103.21 feet; thence N.00°17'40"E., 26.28 feet; thence along the arc of a 30.00 foot radius curve left, through a central angle 90°53'07", an arc distance of 47.59 feet (said arc being subtended by a chord

which bears N.45°08'53"W., 42.75 feet); thence S.89°24'33"W., 227.04 feet; thence N.00°35'27"W., 459.35 feet to a point on the southerly right of way line of said Halsey Street; thence along said southerly right of way line N.86°26'06"E., 15.02 feet to the point of beginning.

Also including a 10.00 foot wide strip of land for slope easement lying northerly and adjacent to the following described line: Beginning at the above-described "Point A"; thence S.45°35'27"E., 15.56 feet; thence N.89°24'33"E., 28.00 feet to the point of ending of the herein described strip. The northerly line of this 10.00 foot wide strip shall be extended northwesterly to intersect with the easterly line of the above-described 15.00 foot wide public utility easement.

Also including a 10.00 foot wide strip of land for slope easement lying northerly of and adjacent to the following described line: Beginning at the above described "Point B" thence N.89°24'33"E., 162.74 feet to the point of ending of the herein described slope easement. The northerly line of this 10.00 foot wide strip shall be extended westerly to intersect with the easterly line of the above described 15.00 foot wide public utility easement.

Also including a 10.00 foot wide strip of land for slope easement lying northerly, westerly and easterly of and adjacent to the following described line: Beginning at the above described "Point C" thence N.87°00'07"E., 35.00 feet; thence N.02°59'53"W., 39.00 feet; thence N.87°00'07"E., 23.00 feet; thence S.02°59'53"E., 39.00 feet; thence N.87°00'07"E., 595.41 feet to the point of ending of the herein described strip. The northerly line of this slope easement to be extended easterly to intersect with the westerly line of the above described 15.00 foot wide public utility easement.

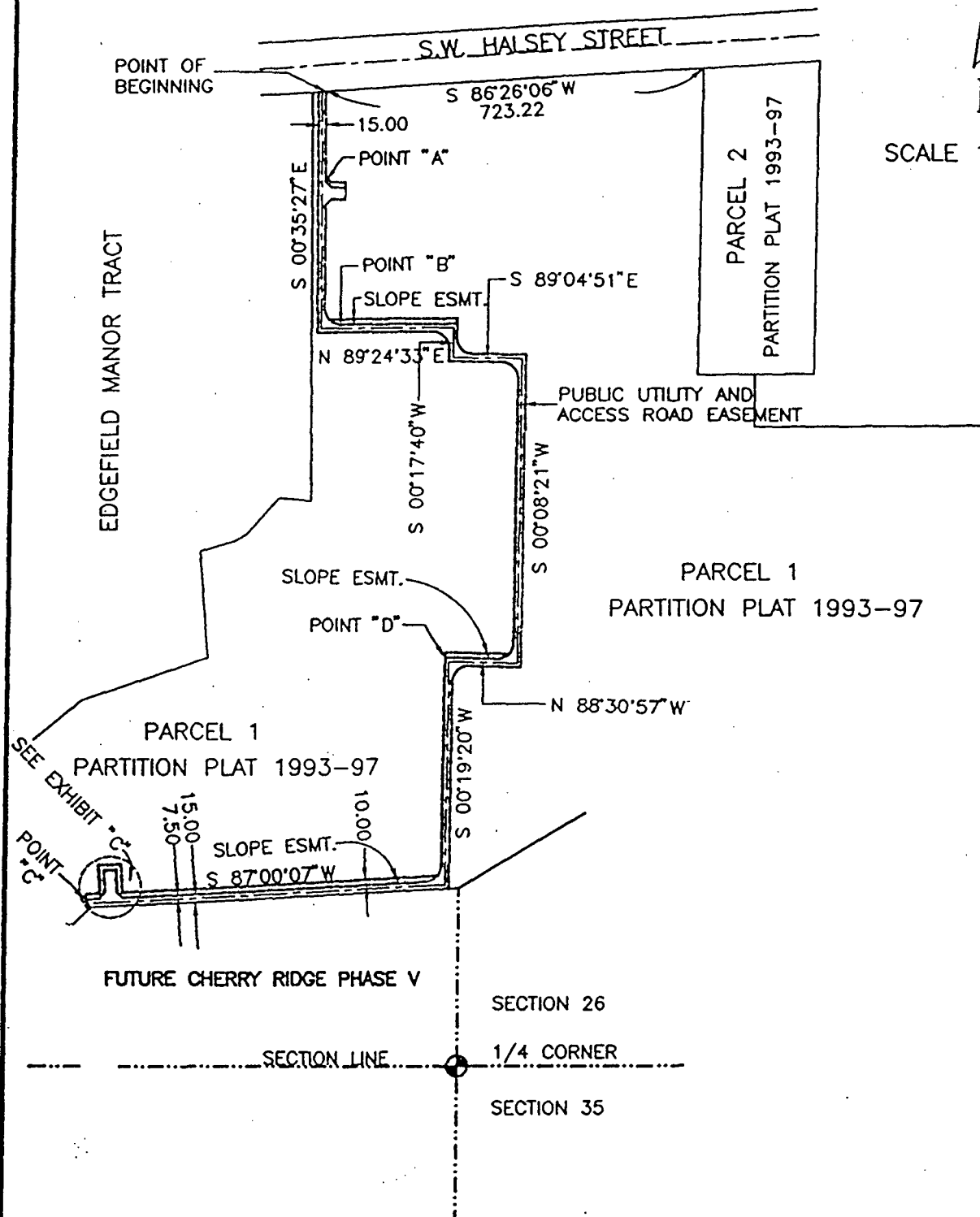
Also including a 10.00 foot wide strip of land for slope easement lying northerly of and adjacent to the following described line: Beginning at the above described "Point D" thence S.88°30'57"E., 100.13 feet to the point of ending of the herein described slope easement. The northerly line of this 10.00 foot wide shall be extended easterly to intersect with the westerly line of the above described 15.00 foot wide public utility easement.

End of description

EXHIBIT B



SCALE 1" = 300'



PLAT OF DESCRIPTION

PUBLIC UTILITY AND ACCESS ROAD EASEMENT  
IN THE S 1/2 SEC. 26 AND NW 1/4 SEC. 35 T1N,R3E, W.M.  
CITY OF TROUTDALE, MULTNOMAH COUNTY, OREGON

**otak**  
Incorporated

surveyors  
engineers  
planners

17355 S.W. BOONES FERRY ROAD  
LAKE OSWEGO, OREGON 97035  
(503)635-3618 FAX (503)635-5395

# MAINTENANCE TRUCK TURN-A-ROUND

N.T.S.

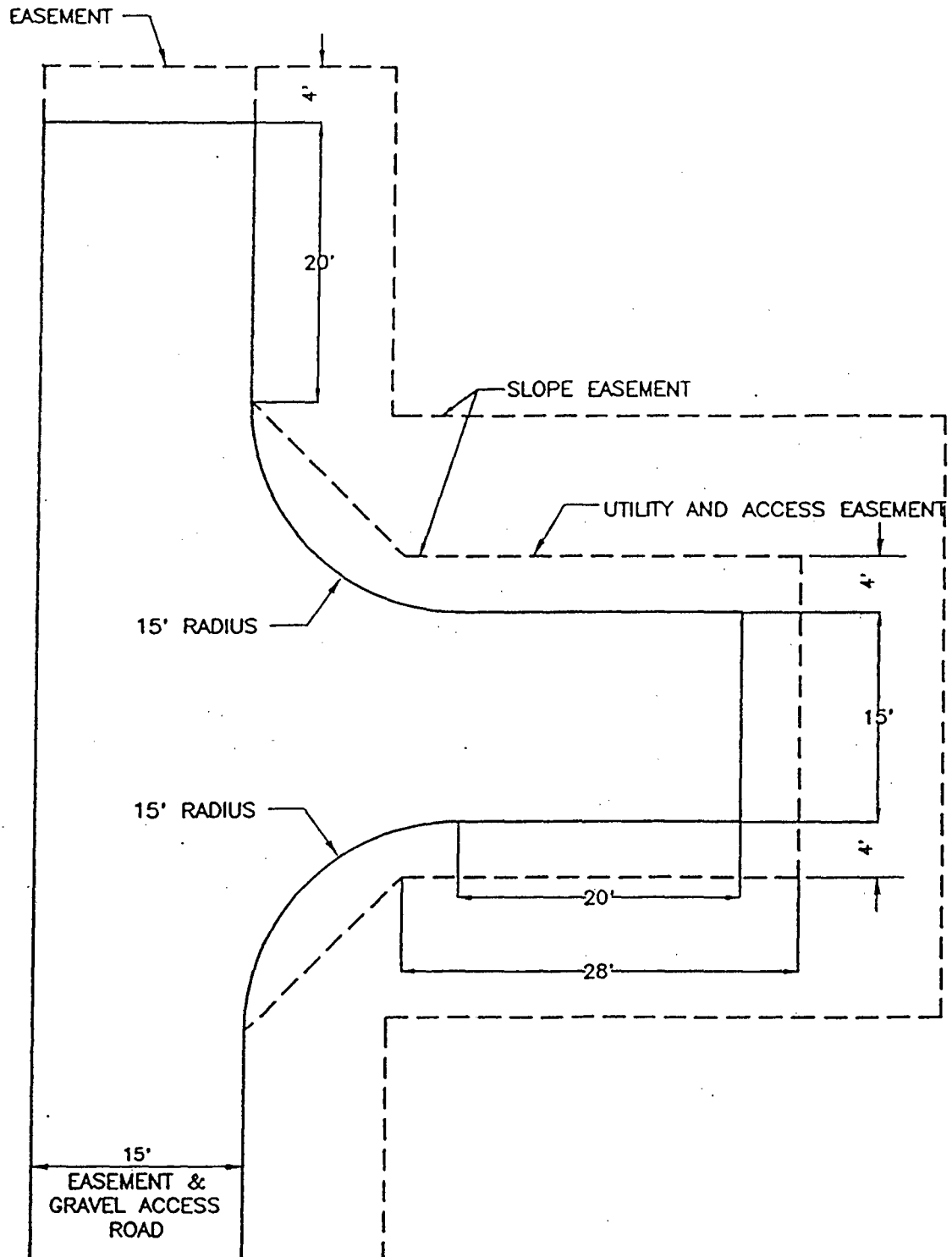


EXHIBIT C

**otak**  
incorporated

surveyors  
engineers  
planners

17355 S.W. BOONES FERRY ROAD  
LAKE OSWEGO, OREGON 97035  
(503)635-3618 FAX (503)635-5395

MEETING DATE: JUN 0 8 1995

AGENDA NO: R-9

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Designating Daily Journal of Commerce as Newspaper for Publication of 1995 Foreclosure List

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

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

REGULAR MEETING: Date Requested: June 8, 1995

Amount of Time Needed: 3 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-5132 X2331  
BLDG/ROOM #: 166/200

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

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

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

Request Order designating the Daily Journal of Commerce as newspaper for publication of the Notice of Foreclosure of tax liens as shown on the Multnomah County 1995 Foreclosure List

6/13/95 copies to KATHY TUNEBERG

**SIGNATURES REQUIRED:**

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

OR

DEPARTMENT MANAGER: [Signature] Betsy Willis

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

6/93

MULTNOMAH COUNTY  
OREGON  
1995 JUN - 1 AM 11:46  
CLERK OF COURT  
BOARD OF  
COUNTY COMMISSIONERS

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM BRIEFING  
STAFF REPORT SUPPLEMENT**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: Kathy Tuneberg**

**TODAY'S DATE: May 23, 1995**

**REQUESTED PLACEMENT DATE: June 8, 1995**

**RE: Designation of Newspaper for Publication of Notice of Foreclosure of Tax Liens and Show as Shown on the Multnomah County 1995 Foreclosure List**

**I. Recommendation/Action Requested:**

**Recommend Board approval**

**II. Background/Analysis:**

**Approval of this designation is requested each year as required by ORS 312.040(a) which states "Notice shall be given by one publication of the foreclosure list in a newspaper of general circulation in the county, to be designated by the county court or board of county commissioner".**

**III. Financial Impact:**

**Publication costs are added to individual tax accounts so that costs can be recovered when delinquent taxes are paid to avoid foreclosure. Daily Journal of Commerce has been able to meet our publication schedule and has been the most economical.**

**IV. Legal Issues:**

**None known**

**V. Controversial Issues:**

**None known**

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

**N/A**

**VII. Citizen Participation:**

**None**

**VIII. Other Government Participation:**

**None**

**312.005 "District attorney" described.** As used in this chapter, unless the context requires otherwise, "district attorney" shall include county counsel appointed pursuant to ORS 203.145. [1971 c 245 §2]

**312.010 When real property subject to tax foreclosure; listing other charges with taxes.** (1) Except as otherwise provided by law, real property within this state is subject to foreclosure for delinquent taxes whenever three years have elapsed from the earliest date of delinquency of taxes levied and charged thereon.

(2) All special assessments, fees or other charges charged against the property subject to foreclosure which are due and unpaid for any year or years for which ad valorem taxes are delinquent and for which there is no other provision of law for their payment out of the foreclosure proceeding, shall be listed with the delinquent ad valorem taxes in the foreclosure proceedings and foreclosed and collected as a part of such proceedings in the same manner as the delinquent ad valorem taxes. In any event, if three years have elapsed since the special assessment, fee or charge has been placed on the tax roll for collection and the assessment, fee or charge remains unpaid, it may be included in the next foreclosure proceeding and foreclosed and collected as part of such proceeding. [Amended by 1965 c.344 §11]

**312.020 Supervision by Department of Revenue; enforcement.** (1) The Department of Revenue shall have general supervision and control over tax foreclosure proceedings under ORS 312.010 to 312.120 and 312.130 to 312.240 to the end that such proceedings shall be conducted in a uniform and orderly manner in all counties of the state.

(2) Whenever any district attorney fails to institute or complete foreclosure proceedings in the manner required by this chapter, the department may call upon the Attorney General to institute or complete such proceedings. For this purpose, the Attorney General shall have the same powers and authority as a district attorney under this chapter. All costs incurred by the Attorney General shall be borne by the county in which the foreclosure proceedings are undertaken. Upon presentation by the Attorney General to the county governing body of a certified, itemized statement of costs, the governing body shall order payment to the Attorney General out of any available funds of the county. If no payment is made within 30 days thereafter, the Attorney General shall submit to the Secretary of State a certified, itemized statement of such costs and the Attorney General shall be reimbursed upon the order of the Secretary of State to the State Treasurer, from the county's share

of the state's cigarette and liquor revenues. [Amended by 1971 c 245 §3]

**312.030 Annual foreclosure list; interest on taxes in list.** (1) Within two months after the day of delinquency of taxes of each year the tax collector shall prepare a list of all real properties then subject to foreclosure. The list shall be known as the foreclosure list and shall contain:

(a) The names of the several persons appearing in the latest tax roll as the respective owners of tax-delinquent properties.

(b) A description of each such property as it appears in the latest tax roll.

(c) The year or years for which taxes are delinquent on each property.

(d) The principal amount of the delinquent taxes of each year and the amount of accrued and accruing interest thereon to the day of publication.

(2) Thereafter, and until judgment is obtained pursuant to ORS 312.090, interest shall be charged and collected on each of the several amounts of taxes included in the foreclosure list at the rate provided in ORS 311.505 (2). [Amended by 1975 c 704 §5, 1979 c 703 §11, 1987 c 311 §3]

**312.040 Notice of proceeding; service.** (1) Notice of each foreclosure proceeding shall be given by publication and by both certified and regular first class mail as provided in this section:

(a) Notice shall be given by one publication of the foreclosure list in a newspaper of general circulation in the county, to be designated by the county court or board of county commissioners. The price charged by the newspaper shall be at the legal rate as provided by law. A copy of the newspaper notice shall be mailed by the county to each incorporated city in the county. \*

(b) In addition, notice of the foreclosure proceeding shall be sent by certified and regular first class mail to the owner or owners, as shown in the county deed records, of each property included on the foreclosure list at the address or addresses as reflected in the county records under ORS 93.260, 311.555 or 311.560.

(2) Each notice given under subsection (1) or (4) of this section shall identify the particular property or properties that is the subject of the notice.

(3) All persons owning or claiming to own, or having or claiming to have, any interest in any property included in the foreclosure list are required to take notice of such proceeding and of all steps thereunder.

(4) If it is deemed expedient to do so, notice of the institution of the foreclosure proceeding may be given by personal service.

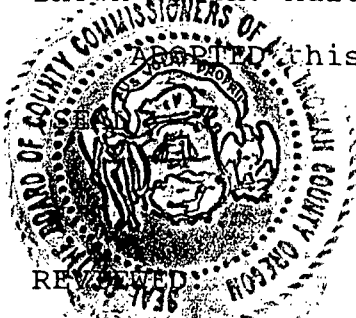
BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Designation of  
Newspaper for Publication of Notice of  
Foreclosure of Tax Liens as Shown on the  
Multnomah County 1995 Foreclosure List

ORDER  
95-135

It appears that the Multnomah County Assessor and Tax Collector, with the assistance of the County Counsel for Multnomah County, Oregon, has prepared for filing in the Circuit Court of the State of Oregon for Multnomah County, an application for the foreclosure of liens for delinquent taxes as shown by the Multnomah County 1995 Foreclosure List, and that it is required by law that this Board designate a newspaper of general circulation published in the County in which notice of such foreclosure shall be published; now, therefore,

IT IS HEREBY ORDERED that the Daily Journal of Commerce, a newspaper of general circulation, published in this County and State be, and the same is hereby, designated as the newspaper in which shall be published notice of foreclosure of tax liens as shown by the Multnomah County 1995 Foreclosure List.



ADOPTED this 8th day of June, 1995.

BY

*Beverly Stein*  
Beverly Stein, Chair  
Multnomah County, Oregon

LAURENCE KRESSEL, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

BY

*Matthew O. Ryan*  
Matthew O. Ryan  
Assistant County Counsel

F:\DATA\COUNSEL\WPDATA\SDX\231SND.PLD\mw

05/19/95:1

MEETING DATE: JUN 0 8 1995

AGENDA NO: R-10

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: PCRB Exemption Request

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

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

REGULAR MEETING: Date Requested: June 1, 1995

Amount of Time Needed: 15 minutes

DEPARTMENT CFSD DIVISION Community Action Program

CONTACT Cilla Murray/Franna Hathaway TELEPHONE # 248-6296 / 248-5111

BLDG/ROOM# 161/200

PERSON(S) MAKING PRESENTATION: Cilla Murray

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Request from Community and Family Services Division (CFSD) for an exemption from the competitive bidding process to contract with energy suppliers and shelter vendors under the federal Low Income Energy Assistance Program (LIEAP), through June 30, 2000.

6/1/95 copies of application & attachments to PCRB list, Dave Boyer, Franna Hathaway & Cilla Murray

**SIGNATURE REQUIRED:**

6/13/95 copies of notice of approval & order to PCRB list, Dave Boyer, ELECTED OFFICIAL: FRANNA HATHAWAY & CILLA MURRAY

OR

DEPARTMENT MANAGER [Signature]

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1995 JUN - 1 PM 3:42

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM BRIEFING  
STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS

FROM:  Franna Hathaway, Purchasing Section Manager

TODAY'S DATE: May 16, 1995

REQUESTED PLACEMENT DATE: June 1, 1995

RE: Exemption request from the formal competitive bid process for the Community Action Program to establish requirement contracts with the attached energy suppliers and shelter vendors under the federal Low Income Energy Assistance Program (LIEAP).

I. Recommendation/Action Requested:

Community and Family Services Division has requested an exemption from the formal competitive bid process to establish requirement contracts with the attached energy suppliers and shelter vendors under the federal Low Income Energy Assistance Program through June 30, 2000.

II. Background/Analysis:

The LIEAP program is a federally-funded, state managed, County administered program serving low income people in accordance with federal guidelines. Under the current LIEAP program, agencies under contract with the County determine household eligibility and payment amount based on federal/state guidelines. The LIEAP agency authorizes payments, the County pays the energy supplier/vendor, and the supplier/vendor provides the home energy resource. According to the latest payment report, 68% of funds have been paid to utility companies (NW Natural Gas, PGE, PPL), 21% have been paid to clients directly, and 11% have been paid to 35 other suppliers/vendors.

III. Financial Impact:

The attached list shows the total amounts paid through March 1995 for FY 1994-95. In FY 1995-96 the maximum is expected to be around \$1.1 million, pending federal budget decisions.

IV. Legal Issues:

This request is supported by ORS 279.017 (2) and other than the signing of the contracts, there are no legal issues anticipated.

V. Controversial Issues:

N/A

Page Two  
Procedure for Staff Report

VI. Link to Current County Policies:

Current County policies require formal competitive bidding for the purchase of equipment, materials, supplies and non-professional services that exceed \$25,000.00.

VII. Citizen Participation

N/A

VIII. Other Government Participation:

N/A



# MULTNOMAH COUNTY OREGON

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

## BOARD OF COUNTY COMMISSIONERS

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

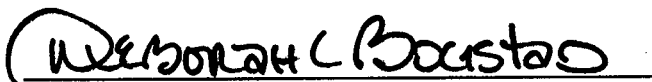
## NOTICE OF HEARING

The Multnomah County Board of Commissioners, sitting as the Public Contract Review Board, will consider an application on **Thursday, June 8, 1995**, at 9:30 a.m. in Room 602 of the Multnomah County Courthouse, 1021 SW Fourth, Portland, Oregon, in the Matter of Exempting from Competitive Bidding to Establish Contracts with Energy Suppliers and Shelter Vendors Under the Federal Low Income Energy Assistance Program.

A copy of the application is attached.

For additional information, please contact Franna Hathaway, Multnomah County Purchasing Section, 248-5111.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON  
PUBLIC CONTRACT REVIEW BOARD

  
Deborah L. Bogstad  
Office of the Board Clerk

enclosure

cc: Dave Boyer  
Franna Hathaway  
Cilla Murray

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

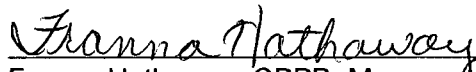
In the Matter of Exempting )  
from competitive bidding to )  
establish contracts with Energy )  
Suppliers and Shelter Vendors )  
under the Federal Low Income )  
Energy Assistance Program )

A P P L I C A T I O N

Application to the Public Contract Review Board on behalf of a request from the Community and Family Services Division, Community Action Program is hereby made pursuant to the Board's Administrative Rule AR 10.100, and adopted under the provisions of ORS 279.015 for an order of exemption to establish requirement contracts with the attached Energy suppliers and Shelter vendors for the Federal Low Income Energy Assistance Program (LIEAP).

This Exemption Request is supported by the following facts:

1. The attached memorandum from the Community and Family Services Division, references a list of energy suppliers and shelter vendors that received LIEAP payments through March 1995 for FY 1994-95, with the total amount received. This is not a competitive situation in that the County will pay any supplier selected by the eligible household; supplier selection is the prerogative of the eligible household. LIEAP payments are the property of the household but are administered by the County in accordance with federal mandates and state rules. According to the latest payment report, 68% of funds have been paid to utility companies (NW Natural Gas, PGE, PPL), 21% have been paid to clients directly, and 11% have been paid to 35 other suppliers/vendors.
2. The contracts are on a requirements basis, with the maximum being the total amount available for LIEAP payments. In FY 1995-96, that maximum is expected to be around \$1.1 million, pending federal budget decisions.
3. The exemption period is from July 1, 1995 through June 30, 2000.
4. Purchasing recommends approval of the request for exemption from the competitive bidding process.

  
Franna Hathaway, CPPB, Manager  
Purchasing Section



# MULTNOMAH COUNTY OREGON

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

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

TO: Franna Hathaway, Purchasing Manager

FROM: *Lorenzo Poe*  
Lorenzo Poe, Director  
Community and Family Services Division

DATE: April 12, 1995

SUBJECT: RFP Exemption Request: Supplier/Vendor Contracts for Low Income Energy Assistance Program

**Request for Exemption:** This is to request a five year exemption to the PCRB competitive process for energy suppliers and shelter vendors under the federal Low Income Energy Assistance Program (LIEAP), for the period July 1, 1995 through June 30, 2000.

The contracts with suppliers/vendors are on a requirements basis, with the maximum being the total amount available for LIEAP payments. In FY 1995-96, that maximum is expected to be around \$1.1 million, pending federal budget decisions.

Attached for reference is the list of suppliers and vendors who received LIEAP payments through March 1995 for FY 1994-95, with the total amount received. At a minimum, these companies will be requested to sign a contract; other companies may sign a contract and receive payments on behalf of eligible households.

**Basis for Exemption:** The RFP exemption is requested on the basis that these contracts provide a means for the County to pay an energy supplier or shelter vendor on behalf of an eligible household, in lieu of making a payment directly to the client, and that this is not a competitive situation.

Under the current LIEAP program, agencies under contract with the County (seven community service centers, known for this purpose as LIEAP Agency) determine household eligibility and payment amount based on federal/state guidelines. The LIEAP Agency authorizes payments, the County pays the energy supplier/vendor, and the supplier/vendor provides the home energy resource. Due to projected federal funding cuts, the Division is reviewing its intake practices and may revise that structure. The payment process for suppliers/vendors is unlikely to change.

This is not a competitive situation in that the County will pay any supplier selected by the eligible household; supplier selection is the prerogative of the household. LIEAP payments are the property of the household but are administered by the County in accordance with federal mandates and state rules. According to the latest payment report (March 1995), 68% of funds have been paid to utility companies (NW Natural Gas, PGE, PPL), 21% have been paid to clients directly, and 11% have been paid to 35 other suppliers/vendors.

There is no minimum dollar amount set per supplier/vendor; the maximum is only the maximum allocation of the program. There are also no low bid requirements, or any other means to rate suppliers for a request for proposal process, other than the supplier's willingness to accept a LIEAP payment.

**Background:** The LIEAP program is a federally-funded, state managed, County administered program serving low income people in accordance with federal guidelines. In prior years, the State Housing and Community Services Department processed all the household payments and contracted with the suppliers/vendors. This became the responsibility of the Community Action Program, Multnomah County (for this area), in FY 1993-94.

S:\ADMIN\CEUR\FPNOR\CAPOCD\LIEAP95.EX

PURCHASING SECTION

95 APR 14 AM 8:23

MULTNOMAH COUNTY

MULTNOMAH CO. C&FSD  
COMMUNITY ACTION PROGRAM  
LIEAP CLIENT PAYMENTS RECONCILIATION  
JULY 1, 1994 – JUNE 30, 1995

Through Check Run #17  
Week of 4/5/95

AGENCY	AAA HEATING	A-ACCURATE	ABC OIL	ALBINA FUEL	APOLLO	BLUE FLAME	BUDS PROPANE	CARSON OIL
AMA	0.00	1,950.00	190.00	4,875.00	220.00	945.00	190.00	1,560.00
FRIENDLY HOUSE	0.00	0.00	0.00	0.00	0.00	140.00	0.00	0.00
HUMAN SOLUTIONS	105.00	630.00	0.00	980.00	0.00	2,610.00	380.00	725.00
NEIGHBORHOOD HOUSE	0.00	0.00	0.00	380.00	0.00	220.00	0.00	0.00
PORTLAND IMPACT	0.00	1,190.00	0.00	1,010.00	0.00	1,170.00	0.00	1,705.00
TRANSITION PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
YWCA	0.00	410.00	0.00	430.00	900.00	500.00	0.00	1,300.00
TOTALS	105.00	4,180.00	190.00	7,675.00	1,120.00	5,585.00	570.00	5,290.00

MULTNOMAH CO. C&FSD  
 COMMUNITY ACTION PROGRAM  
 LIEAP CLIENT PAYMENTS RECONCILIATION  
 JULY 1, 1994 - JUNE 30, 1995

Through Check Run #17  
 Week of 4/5/95

AGENCY	DADS	DAHL	DELUXE	GILES	GRIMMS	HARTLEY OIL	HEMPHILL OIL	HOUSEWARMERS
AMA	8,095.00	0.00	935.00	0.00	190.00	3,790.00	860.00	9,845.00
FRIENDLY HOUSE	0.00	0.00	0.00	0.00	0.00	0.00	240.00	0.00
HUMAN SOLUTIONS	0.00	0.00	630.00	0.00	190.00	0.00	610.00	2,100.00
NEIGHBORHOOD HOUSE	0.00	0.00	460.00	0.00	120.00	0.00	0.00	700.00
PORTLAND IMPACT	210.00	630.00	200.00	220.00	190.00	0.00	570.00	5,625.00
TRANSITION PROJECTS	0.00	0.00	0.00	0.00	200.00	0.00	0.00	0.00
YWCA	1,625.00	440.00	220.00	0.00	0.00	0.00	1,575.00	11,000.00
TOTALS	9,930.00	1,070.00	2,445.00	220.00	890.00	3,790.00	3,855.00	29,270.00

MULTNOMAH CO. C&FSD  
 COMMUNITY ACTION PROGRAM  
 LIEAP CLIENT PAYMENTS RECONCILIATION  
 JULY 1, 1994 – JUNE 30, 1995

Through Check Run #17  
 Week of 4/5/95

AGENCY	LARSEN	MCCALL	MEINING	MONTAG	MORRISS	MT. HOOD OIL	MT SCOTT FUEL	NEIGH. HOUSE
AMA	640.00	5,870.00	300.00	995.00	0.00	0.00	0.00	0.00
FRIENDLY HOUSE	150.00	190.00	0.00	0.00	0.00	0.00	0.00	0.00
HUMAN SOLUTIONS	610.00	2,090.00	690.00	190.00	190.00	600.00	110.00	0.00
NEIGHBORHOOD HOUSE	0.00	1,800.00	0.00	0.00	0.00	0.00	0.00	323.76
PORTLAND IMPACT	240.00	4,330.00	580.00	1,150.00	0.00	0.00	215.00	0.00
TRANSITION PROJECTS	0.00	110.00	0.00	0.00	0.00	0.00	0.00	0.00
YWCA	1,220.00	4,725.00	0.00	190.00	0.00	0.00	0.00	0.00
TOTALS	2,860.00	19,115.00	1,570.00	2,525.00	190.00	600.00	325.00	323.76

MULTNOMAH CO. C&FSD  
 COMMUNITY ACTION PROGRAM  
 LIEAP CLIENT PAYMENTS RECONCILIATION  
 JULY 1, 1994 - JUNE 30, 1995

Through Check Run #17  
 Week of 4/5/95

AGENCY	NWNG	OILCO EASTERN	PP&L	PIONEER	PGE	POUNDER OIL	PRIEST	PRIESTLEY
AMA	41,050.00	0.00	111,447.00	4,520.00	230.00	0.00	190.00	640.00
FRIENDLY HOUSE	6,700.00	0.00	220.00	0.00	31,455.00	0.00	0.00	220.00
HUMAN SOLUTIONS	35,305.00	190.00	18,580.00	1,240.00	142,029.00	220.00	220.00	875.00
NEIGHBORHOOD HOUSE	6,260.00	0.00	110.00	0.00	42,230.00	0.00	0.00	860.00
PORTLAND IMPACT	78,337.50	0.00	8,390.00	2,165.00	206,252.50	0.00	0.00	8,835.00
TRANSITION PROJECTS	1,844.00	0.00	22,976.00	0.00	35,137.00	0.00	0.00	0.00
YWCA	39,024.50	0.00	220.00	870.00	70,275.50	0.00	940.00	1,220.00
TOTALS	208,521.00	190.00	161,943.00	8,795.00	527,609.00	220.00	1,350.00	12,650.00

MULTNOMAH CO. C&FSD  
 COMMUNITY ACTION PROGRAM  
 LIEAP CLIENT PAYMENTS RECONCILIATION  
 JULY 1, 1994 - JUNE 30, 1995

Through Check Run #17  
 Week of 4/5/95

AGENCY	RAY MORRIS OIL	REESE'S	STAR	SUNSET	THOMAS	VA	DIRECT PAYS	TOTAL
AMA	0.00	2,745.00	950.00	2,015.00	190.00	0.00	5,760.00	211,187.00
FRIENDLY HOUSE	200.00	0.00	220.00	0.00	0.00	95.00	44,890.00	84,720.00
HUMAN SOLUTIONS	0.00	220.00	530.00	0.00	410.00	0.00	6,581.00	219,840.00
NEIGHBORHOOD HOUSE	0.00	0.00	190.00	310.00	0.00	0.00	1,705.00	55,668.76
PORTLAND IMPACT	0.00	0.00	1,210.00	2,890.00	380.00	0.00	37,900.00	365,595.00
TRANSITION PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	171,920.00	232,187.00
YWCA	3,185.00	0.00	1,170.00	1,480.00	310.00	0.00	7,170.00	150,400.00
TOTALS	3,385.00	2,965.00	4,270.00	6,695.00	1,290.00	95.00	275,926.00	1,319,597.76



# MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS

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

## NOTICE OF APPROVAL

The Multnomah County Board of Commissioners, sitting as the Public Contract Review Board, considered an application on **Thursday, June 8, 1995**, at 9:30 a.m. in Room 602 of the Multnomah County Courthouse, 1021 SW Fourth, Portland, Oregon, and approved Order 95-136 in the Matter of Exempting from Competitive Bidding to Establish Contracts with Energy Suppliers and Shelter Vendors Under the Federal Low Income Energy Assistance Program.

A copy of the Order is attached.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON  
PUBLIC CONTRACT REVIEW BOARD

Deborah L. Bogstad  
Office of the Board Clerk

enclosure

cc: Franna Hathaway  
Dave Boyer  
Cilla Murray

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

In the Matter of Exempting )  
from competitive bidding to )  
establish contracts with Energy )  
Suppliers and Shelter Vendors )  
under the Federal Low Income )  
Energy Assistance Program )

ORDER

95-136

The above entitled matter is before the Board of County Commissioners, acting in its capacity as the Multnomah County Public Contract Review Board, to consider a request from the Community and Family Services Division, Community Action Program under Multnomah County PCRB Rule AR 10.100 to contract with energy suppliers and shelter vendors under the Federal Low Income Energy Assistance Program (LIEAP) through June 30, 2000.

It appearing to the Board that the request for exemption, as it appears in the application, is based upon the fact that under the LIEAP program, energy suppliers and shelter vendors are, at a minimum, requested to sign a contract showing their willingness to accept a LIEAP payment. According to the latest payment report (March 1995), 68% of funds have been paid to utility companies (NW Natural Gas, PGE, PPL). This is a federally-funded, state managed, County Administered program serving low income people in accordance with federal guidelines.

It appearing to the Board that this request for an exemption is in accord with the requirements of the Multnomah County Public Contract Review Board Administrative Rules AR 10.100; it is therefore

**ORDERED** that the exemption is hereby approved.

Dated this 8th day of June, 1995.



LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By John L. DuBay  
Assistant County Counsel  
John L. DuBay

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

By Beverly Stein  
Beverly Stein, County Chair

MEETING DATE JUN 08 1995  
AGENDA NUMBER R-11

**AGENDA PLACEMENT FORM**

SUBJECT: Resolution Adopting the 1995-96 Dunthorpe Riverdale Budget

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

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

REGULAR MEETING: Date Requested: June 8, 1995

Amount of Time Needed: 1 minute

DEPARTMENT: Nondepartmental DIVISION Budget and Quality

CONTACT: John Dorst or Dave Warren TELEPHONE : 248-3599 or 248-3822

BLDG/ROOM: 106/1400

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

**ACTION REQUESTED**

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

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

The Board will meet to review, amend, and adopt the 1995-96 Dunthorpe Riverdale Sanitary Service District Budget

Attached to the resolution are:

1. a listing of appropriations: Attachment A
2. a response to the recommendations of Tax Supervising: Attachment B.

6/13/95 CERTIFIED TRUE COPY TO DAVE WARREN  
COPIES TO DAVE WARREN & JOHN DORST

**SIGNATURES REQUIRED**

ELECTED OFFICIAL: Beverly Steen

OR

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

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

1995 JUN - 1 4 11:05  
MULTNOMAH COUNTY  
OREGON  
CLERK OF COUNTY COMMISSIONERS



# MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN  
DAN SALTZMAN  
GARY HANSEN  
TANYA COLLIER  
SHARRON KELLEY

PLANNING & BUDGET  
PORTLAND BUILDING  
1120 S.W. FIFTH - ROOM 1400  
P. O. BOX 14700  
PORTLAND, OR 97214  
PHONE (503)248-3883

TO: Board of County Commissioners

FROM: Dave Warren, Principal Budget Analyst *DCW*

TODAY'S DATE: June 1, 1995

REQUESTED PLACEMENT DATE: June 8, 1995

SUBJECT: Adopting the 1995-96 Dunthorpe Riverdale Budget

---

I. Recommendation / Action Requested:

Adopt the Budget.

II. Background / Analysis:

This should be a routine item. The budget continues the current level of service for the district, covers the cost of increased billings by the Portland Water Bureau by an increase in sewer rates, and authorizes pumping station reconstruction using reserves set up in prior years for such a purpose.

Attachment B recites the recommendations made by Tax Supervising and makes responses to them. All the recommendations relate to the 1996-97 budget for the district.

III. Financial Impact:

No significant impact

IV. Legal Issues:

None

V. Controversial Issues:

None.

VI. Link to Current County Policies:

N/A

**TAX SUPERVISING & CONSERVATION COMMISSION**  
**MULTNOMAH COUNTY, OREGON**

724 Mead Building 421 S.W. Fifth Avenue  
Portland, Oregon 97204-2189 Voice (503) 248-3054  
FAX (503) 248-3053 E Mail TSCC@aol.com

✓  
BCC  
DAVE WARREN  
JOHN DORST  
LUDERDAHL  
SCOTT

May 17, 1995

1995 MAY 18 AM 10:35  
MULTNOMAH COUNTY  
OREGON  
CLERK OF  
COUNTY COMMISSIONERS

Board of Commissioners  
Dunthorpe-Riverdale Sewer Service District  
1510 Portland Building  
Portland, Oregon 97204

Dear Board Members:

The Commission has completed review and consideration of the Dunthorpe-Riverdale County Service District's 1995-96 budget. This review was undertaken pursuant to ORS 294.605-705 to confirm compliance with applicable laws and to determine the adequacy of estimates necessary to support efficient and economical administration of the district.

The 1995-96 budget, filed May 16, 1995, is hereby certified with no objections and the following recommendations. Estimates were judged to be reasonable for the purposes shown and the document was found to be in substantial compliance with the law.

*Recommendations*

*1. General Fund Balance/Long Term Capital Needs*

-The district has done a nice job of establishing and building a system replacement reserve. As a result, the pump station reconstruction scheduled in 95/96 will be financed with cash on hand rather than debt. Care should be taken to continue this practice. We noted that the approved budget contains current revenues of \$195,000 and operating expenditures of \$207,000. In other words, if these estimates are accurate the district's operations will not add to its replacement reserve, but rather begin to draw it down. We recommend you review your rates/assessments and make sure they're adequate to cover the cost of current operations and scheduled additions to the replacement reserve.

*2. Budget Committee Membership*

-We noted that the budget committee contained only two citizen members. Smaller districts such as yours often have difficulty filling vacant budget committee positions. We'd be happy to provide you with names from other Riverdale local government budget committees. The county's citizen involvement office also has a listing of interested residents within this area. We recommend you make certain the 1996/97 budget committee includes the full contingent of citizen members.

---

*Commissioners*  
Richard Anderson, Tom Novick, Clarence Parker,  
Charles Rosenthal, Ann Sherman

*3. Reimbursement of County Administrative Costs*

-We noted that reimbursements to the county for costs relating to the administration of the district have increased over the last three years. We believe it's totally appropriate for the county to recover these costs. However, there are limitations to these reimbursements. Attached is AG opinion OP-6257 for your reference. It's our understanding that a county may charge a district only for the actual costs specifically incurred for district purposes. We recommend you review the charges budgeted to be assessed in light of these restrictions.

*4. Method of Service Delivery*

-It's our understanding that the City of Portland is willing to provide sewer services directly to the residents of Riverdale. This method would probably be more efficient and less expensive than the current structure. It's been successfully implemented in prior years with other county sewer service districts, and triggered their dissolution. We recommend you review the efficiency and necessity of this service distinct.

Budget estimate amounts certified are as follows:

General Fund	\$ 675,000
Unappropriated Balance	(183,000)

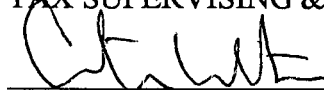
The budget committee should be advised of the Commission's recommendations and that the budget has been transmitted to the Board for subsequent advertising, hearing, adjustment if needed, and adoption.

Please file a copy of the adopted budget and supporting documentation within 15 days of adoption. This filing should include a copy of the budget, a copy of each LB form, proof of publication and the adopting resolutions. Responses to Commission recommendations should be included in either the adopting resolution, or within an accompanying letter.

Finally, we extend thanks to staff for their efforts and assistance. Please let us know if we can assist in any way.

Yours very truly,

TAX SUPERVISING & CONSERVATION COMMISSION



Courtney Wilton  
Administrative Officer

CW:pj /Attachment



DEPARTMENT OF JUSTICE

GENERAL COUNSEL DIVISION

Justice Building

Salem, Oregon 97310

Telephone: (503) 378-4620

November 28, 1988

W.T. Lemman, Chancellor  
Oregon State System of Higher Education  
Office of Administration  
Susan Campbell Hall  
University of Oregon  
Eugene, OR 97403-0175

Re: Opinion Request OP-6257

Dear Mr. Lemman:

You have asked the following questions:

1) In a county where a county extension service district has been established under ORS chapter 451, may the county lawfully charge the district for a share of the county's administrative costs?

We answer that the county lawfully may charge the district only for expenses incurred by the county specifically for district purposes. The county may not charge the district for state-mandated county services or for county expenses not directly benefiting the district.

2) If a county imposes such a charge, may the extension service district lawfully pay the charge?

Where the county lawfully may impose a charge, the district may pay it.

Discussion

1. Background

Your questions arise from Tillamook County's proposal to charge a Tillamook Extension Service District for "administrative fees." This contemplated charge is based on a formula which sets the district's share of the county's total

administrative costs at 1 percent of that total for such items as: salaries and other costs associated with the offices of county commissioners and the county treasurer; tax/purchasing; data processing; insurance; and a specific audit cost of \$1,900. By law, the Tillamook Extension Services District Board consists of the members of the board of county commissioners. Tillamook County is not a home rule county, a fact we find not determinative of the questions presented.

## 2. Analysis

The issue here is whether there is statutory authority for the county to impose these charges on the district. See, e.g., 41 Op Atty Gen 461, 462 (1981). In that opinion, we concluded that the county lacked statutory authority to charge a fee to a special district within the county for services performed by the county treasurer pursuant to statutory mandate. See also City of Banks v. Washington Cty., 29 Or App 495, 500, 564 P2d 720 (1977).<sup>1</sup>

ORS 451.580 authorizes counties to impose certain charges on county service districts:

"[A]ll funds, facilities, personnel or supplies of the county used for [district] purposes shall be charged to the appropriate district fund or account."

Under this statute, expenses incurred by the county for specific district purposes rather than for county purposes shall be charged against a district's account. For example, a special insurance cost or audit charge incurred solely for the district's benefit shall be charged to the district's account. Charges made against a district's account must be for purposes of that district. See generally ORS 451.410 to 451.610. These charges may not include costs of county services otherwise required to be provided by state statutes, such as salaries and other costs associated with the offices of county commissioners and treasurer; taxing services; or general county counsel expenses. Nor may a county charge a district for services based on a formula in order, essentially, to spread out the cost of the county's overhead, even though some of that cost may result indirectly from activities within the extension district. Rather, a county may charge a district only for the actual costs specifically incurred for district purposes.

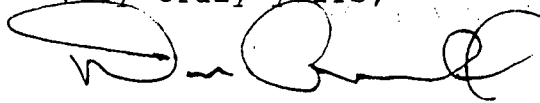
W.T. Lemman

Page 3

November 28, 1988

A special district formed pursuant to ORS chapter 451 is a separate municipal corporation distinct from the county. ORS 451.485. In accordance with ORS chapter 190, therefore, a district may contract with the county for services not mandated by state statute to be provided by the county. Thus, a district may agree to pay a county for specific services that the district otherwise would need to provide for itself.

Very truly yours,



Donald C. Arnold  
Chief Counsel  
General Counsel Division

JRM:MB:LR:ljp:blm  
8585G

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<sup>1</sup> In City of Banks v. Washington Cty., *supra*, the court held that, without express statutory authorization, a home rule county could not charge the costs of assessment and taxation to each of the taxing districts within the county on a pro rata basis computed upon amount of revenue assessed and collected per district.

BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR  
MULTNOMAH COUNTY

( In the matter of the adoption of the )	
( 1995-96 Budget for Dunthorpe Riverdale Sanitary, )	
( Service District No. 1, for the Fiscal Year July 1, 1995 )	RESOLUTION
( to June 30, 1996 and making the appropriations )	95-137
( thereunder, pursuant to ORS 294.435 )	

WHEREAS the above entitled matter is before the Board to consider the adoption of the budget for Dunthorpe Riverdale Sanitary Service District No. 1 for the fiscal year July 1, 1995 to June 30, 1996; and

WHEREAS the Dunthorpe Riverdale Sanitary Service District No. 1 budget as prepared by the duly appointed Budget Officer has been considered and approved by the Board and said budget has been duly certified by the said Tax Supervising and Conservation Commission with recommendations; and

WHEREAS said budget as certified is on file in the Budget and Quality Office of Multnomah County and the appropriations authorized therein are attached to this resolution as Attachment A; and


WHEREAS the Board has responded to the recommendations from the Tax Supervising and Conservation Commission, which responses are attached to this Resolution as Attachment B,

NOW THEREFORE BE IT RESOLVED that the budget, including Attachments A and B, is hereby adopted as the budget of Dunthorpe Riverdale Sanitary Service District No. 1 and the attached appropriations are authorized for the fiscal year July 1, 1995 to June 30, 1996.

ADOPTED this 8th day of June 1995.



REVIEWED:

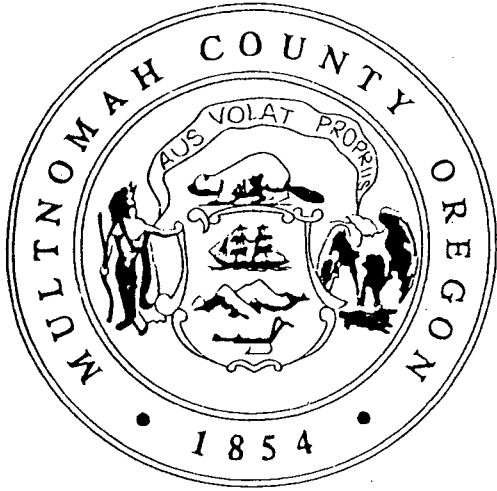
  
\_\_\_\_\_  
Laurence Kressel, County Counsel  
of Multnomah County, Oregon

Board of County Commissioners  
Multnomah County, Oregon

By

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

# Multnomah County



## Service District

## Budgets

## Fiscal Year 95-96

*Approved  
May 11, 1995*

## TABLE OF CONTENTS

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MID COUNTY STREET LIGHTING SERVICE DISTRICT NO. 14	
Budget Message	7
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## INTRODUCTION

Multnomah County Service Districts have been created under the provisions of the Oregon Revised Statutes, Chapter 451, to provide construction and operation of sanitary sewer systems and to provide street lighting in particular areas of the County. The Multnomah County Board of Commissioners serves as the Governing Body of each Service District. The Budget Committee for each Service District consists of the members of the Governing Body and residents of the Service District appointed by the Governing Body for terms of three years.

The annual budget for each Service District is prepared under the direction of a Budget Officer designated by the Governing Body. The Budget Committee reviews the annual budget and approves it, either as submitted by the Budget Officer or with revisions requested by the Budget Committee.

This fulfills the requirements of Local Budget Law (ORS 294), which provides specific methods for obtaining public views and enable the public to be informed about financial policies and administration of the districts.

## EXPLANATION OF THE BUDGET DOCUMENT

This document consists of a detailed display of the Resources and Requirements of each of the two Service Districts in Multnomah County.

Preceding the financial information for each Service District is a brief Budget Message which discusses special items pertaining to the individual Service District, including any major changes in either Resources or Requirements.

## SERVICE DISTRICT FINANCIAL POLICIES

Management of all Service Districts is conducted by the Multnomah County Department of Environmental Services. Each Service District is, however, a separate and independent financial entity. To this end, all expenses incurred by a Service District, including contractual engineering support and management by Multnomah County Department of Environmental Services and Finance Division, are met with revenue from sewer user charges and connection fees and/or assessments to real property within the street lighting or sewer Service District.

Under the Accrual Basis of accounting, all revenues are recorded at the time they are earned and expenditures are recorded at the time liabilities are incurred. Budgets and comparative historical cost summaries are prepared utilizing these bases. This practice conforms to Oregon Budget Law.

For financial statement purposes, each Service District is treated as an Enterprise Fund and accounted for on the accrual basis of accounting. This practice conforms to generally accepted accounting principles (GAAP).

SUMMARY OF REQUIREMENTS

<u>DESCRIPTION</u>	<u>ACTUAL 92-93</u>	<u>BUDGET 93-94</u>	<u>BUDGET 94-95</u>	<u>PROPOSED 95-96</u>
Sewer Service District No. 1 DUNTHORPE RIVERDALE	595,000	610,000	620,000	675,000
Street Lighting Svc. Dist. No. 14 MID COUNTY	<u>986,766</u>	<u>946,390</u>	<u>715,000</u>	<u>757,000</u>
TOTAL	<u>1,591,000</u>	<u>1,556,390</u>	<u>1,335,000</u>	<u>1,432,000</u>

REIMBURSEMENTS TO COUNTY  
1994-95 CHARGES BY MULTNOMAH COUNTY TO SERVICE DISTRICTS

<u>SERVICE DISTRICT</u>	<u>ROAD FUND</u>	<u>GENERAL FUND</u>	<u>TOTAL</u>
Dunthorpe Riverdale	7,000	6,000	13,000
Mid County	<u>10,000</u>	<u>15,000</u>	<u>25,000</u>
TOTAL	<u>17,000</u>	<u>21,000</u>	<u>38,000</u>

0078j

## BUDGET MESSAGE

### DUNTHORPE RIVERDALE SERVICE DISTRICT NO. 1

This district was formed in the middle 1960's and by 1970 had removed a significant source of pollution from the Willamette River. Its 554 clients are mainly located in unincorporated Multnomah County with a few clients in northern Clackamas County and the City of Portland.

The district's lines are maintained by the City of Portland and its sewage flow is treated at Portland's Tryon Creek Treatment Plant, which is located in Lake Oswego. This year the City is reconstructing two of the district's pump stations with a project cost of \$260,000.00 to be paid by the district out of the Sinking Fund.

The present service charge is \$18.50 per month. The proposed service charge is \$25.00, to reflect the cost of the new contract with the City of Portland.

In accordance with the stated position of the district's governing body, the unappropriated balance is intended to fund the depreciation of the district's facilities.

0078j

# RESOURCES

ORM LB-20

General

Dunthorpe Riverdale Service Dist. No. 1

Name of Organizational Unit - Fund

Name of Municipal Corporation

HISTORICAL DATA			RESOURCE DESCRIPTION	Budget for Next Year: 1995 - '96			
Actual		Adopted Budget This Year "94 - '95		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
Second Preceding Year: '92 - '93	First Preceding Year: '93 - '94						
			PERSONAL SERVICES				
1.			1. * Available Cash on Hand (Cash Basis), or				1.
2.	400,557	448,753	2. * Net Working Capital (Accrual Basis)	480,000	480,000		2.
3.			3. Previously Levied Taxes Estimated to be Received				3.
4.	17,538	16,862	4. Interest	10,000	10,000		4.
5.			5. OTHER RESOURCES				5.
6.	15,000	2,500	6. Connection Fees	10,000	10,000		6.
7.	115,312	117,832	7. Sewer Users Service Charge	175,000	175,000		7.
8.			8.				8.
9.			9.				9.
10.			10.				10.
11.			11.				11.
12.			12.				12.
13.			13.				13.
14.			14.				14.
15.			15.				15.
16.			16.				16.
17.			17.				17.
18.			18.				18.
19.			19.				19.
20.			20.				20.
21.			21.				21.
22.			22.				22.
23.			23.				23.
24.			24.				24.
25.			25.				25.
26.			26.				26.
27.			27.				27.
28.			28.				28.
29.	548,407	585,947	29. Total Resources, Except Taxes to be Levied	675,000	675,000		29.
30.			30. Taxes Necessary to Balance Budget				30.
31.			31. Taxes Collected in Year Levied				31.
32.	\$548,407	\$585,947	32. TOTAL RESOURCES	\$675,000	\$675,000		32.

**EXPENDITURE SUMMARY**  
**BY FUND, ORGANIZATIONAL UNIT OR PROGRAM**

FORM LB-30

General

Dunthorpe Riverdale Service Dist. No. 1

Name of Organizational Unit - Fund

Name of Municipal Corporation

	HISTORICAL DATA			EXPENDITURE DESCRIPTION	Budget for Next Year: 1995 - '96			
	Actual		Adopted Budget This Year "94 - '95		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Second Preceding Year: '92 - '93	First Preceding Year: '93 - '94						
				PERSONAL SERVICES				
1.				1.				1.
2.				2.				2.
3.				3.				3.
4.				4.				4.
5.				5.				5.
6.				6.				6.
7.				7. TOTAL PERSONAL SERVICES				7.
				MATERIALS AND SERVICES				
8.				8. Multnomah County Charges:				8.
9.	2,649	3,861	4,600	9. Generals Fund Service Reimbursement	6,000	6,000		9.
10.	1,347	139	3,000	10. Road Fund Service Reimbursement	7,000	7,000		10.
11.	91,504	116,273	130,000	11. City of Portland Charges	190,000	190,000		11.
12.	271	207	500	12. Utilities	500	500		12.
13.	3,883	1,402	3,500	13. Miscellaneous	3,500	3,500		13.
14.	\$99,654	\$121,882	\$141,600	14. TOTAL MATERIAL AND SERVICES	\$207,000	\$207,000		14.
				CAPITAL OUTLAY				
15.				15. City of Portland Pump Station Reconstruction	265,000	265,000		15.
16.				16.				16.
17.				17.				17.
18.				18.				18.
19.				19.				19.
20.				20.				20.
21.				21. TOTAL CAPITAL OUTLAY	265,000	265,000		21.
				TRANSFERRED TO OTHER FUNDS				
22.				22.				22.
23.				23.				23.
24.				24.				24.
25.			20,000	25. General Operating Contingency	20,000	20,000		25.
26.			20,000	26. TOTAL TRANSFERS & CONTINGENCIES	20,000	20,000		26.
27.	99,654	121,882	161,600	27. TOTAL EXPENDITURES	492,000	492,000		27.
28.	448,753	464,065	458,400	28. UNAPPROPRIATED ENDING FUND BALANCE	183,000	183,000		28.
29.	\$548,407	\$585,947	\$620,000	29. TOTAL	\$675,000	\$675,000		29.

## BUDGET MESSAGE

### MID COUNTY SERVICE DISTRICT NO. 14

This county service district (originally known as Tulip Acres Lighting District when formed in 1967), now includes virtually all the unincorporated urban area of Multnomah County, as well as the cities of Fairview, Maywood Park and Troutdale.

At this time, district growth is being outstripped by annexations to Portland and Gresham, which constitute automatic withdrawals from the district. Excellent working relationships between the effected agencies assure an orderly transition process.

Although the district continues to add lights as requested by its residents, its overall budget is diminishing because of the annexation to cities.

The district has been able to operate at the reduced rate of \$35 per home per year and projects next year to continue this rate.

0078j

# RESOURCES

FORM LB-20

General  
Name of Organizational Unit - Fund

Mid-County Service Dist. No. 14  
Name of Municipal Corporation

	HISTORICAL DATA			RESOURCE DESCRIPTION	Budget for Next Year: 1995 - '96			
	Actual		Adopted Budget This Year "94 - '95		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Second Preceding Year: '92 - '93	First Preceding Year: '93 - '94						
				PERSONAL SERVICES				
1.				1. * Available Cash on Hand (Cash Basis), or				1.
2.	549,375	595,195	350,000	2. * Net Working Capital (Accrual Basis)	550,000	550,000		2.
3.	30,793	26,212	22,000	3. Previously Levied Taxes Estimated to be Received	14,000	14,000		3.
4.	24,773	22,518	17,000	4. Interest	17,000	17,000		4.
5.				5. OTHER RESOURCES				5.
6.	380,985	300,562	325,000	6. Assessments	175,000	175,000		6.
7.	840	1,903	1,000	7. Sundry	1,000	1,000		7.
8.				8.				8.
9.				9.				9.
10.				10.				10.
11.				11.				11.
12.				12.				12.
13.				13.				13.
14.				14.				14.
15.				15.				15.
16.				16.				16.
17.				17.				17.
18.				18.				18.
19.				19.				19.
20.				20.				20.
21.				21.				21.
22.				22.				22.
23.				23.				23.
24.				24.				24.
25.				25.				25.
26.				26.				26.
27.				27.				27.
28.				28.				28.
29.	986,766	946,390	715,000	29. Total Resources, Except Taxes to be Levied	757,000	757,000		29.
30.				30. Taxes Necessary to Balance Budget				30.
31.				31. Taxes Collected in Year Levied				31.
32.	\$986,766	\$946,390	\$715,000	32. TOTAL RESOURCES	\$757,000	\$757,000		32.

# EXPENDITURE SUMMARY

## BY FUND, ORGANIZATIONAL UNIT OR PROGRAM

General

Name of Organizational Unit - Fund

Mid-County Service Dist. No. 14

Name of Municipal Corporation

1	HISTORICAL DATA			EXPENDITURE DESCRIPTION	Budget for Next Year: 1995 - '96			
	Actual		Adopted Budget This Year "94 - '95		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Second Preceding Year: '92 - '93	First Preceding Year: '93 - '94						
				PERSONAL SERVICES				
1.				1.				1.
2.				2.				2.
3.				3.				3.
4.				4.				4.
5.				5.				5.
6.				6.				6.
7.				7. TOTAL PERSONAL SERVICES				7.
				MATERIALS AND SERVICES				
8.	9,760	11,800	13,000	8. MULTCO General Fund Services	15,000	15,000		8.
9.	1,881	200	7,000	9. MULTCO Road Fund Services	10,000	10,000		9.
0.	360,242	296,991	350,000	10. Utilities	240,000	240,000		10.
1.	3,515	1,021	10,000	11. Miscellaneous	10,000	10,000		11.
2.				12.				12.
3.				13.				13.
4.	\$375,398	\$310,012	\$380,000	14. TOTAL MATERIAL AND SERVICES	\$275,000	\$275,000		14.
				CAPITAL OUTLAY				
5.	16,173	1,259	100,000	15. Equipment	100,000	100,000		15.
6.				16.				16.
7.				17.				17.
8.				18.				18.
9.				19.				19.
0.				20.				20.
1.	\$16,173	\$1,259	\$100,000	14. TOTAL MATERIAL AND SERVICES	\$100,000	\$100,000		21.
				TRANSFERRED TO OTHER FUNDS				
2.				22.				22.
3.				23.				23.
4.				24.				24.
5.			25,000	25. General Operating Contingency	25,000	25,000		25.
6.			25,000	26. TOTAL TRANSFERS & CONTINGENCIES	25,000	25,000		26.
7.	391,571	311,271	505,000	27. TOTAL EXPENDITURES	400,000	400,000		27.
8.	595,195	635,119	210,000	28. UNAPPROPRIATED ENDING FUND BALANCE	357,000	357,000		28.
9.	\$986,766	\$946,390	\$715,000	29. TOTAL	\$757,000	\$757,000		29.

# **Dunthorpe Riverdale Service District**

## **ATTACHMENT A - SCHEDULE OF APPROPRIATIONS**

<b>Fund</b>	<b>Appropriation</b>	<b>Increase (Decrease)</b>
<b>General Fund</b>		
	Materials and Services	207,000
	Capital Outlay	265,000
	Contingency	20,000
	<b>Total Requirements</b>	<b>492,000</b>

## ATTACHMENT B

The Board makes the following responses to the recommendations of the Tax Supervising and Conservation Commission contained in the letter certifying the 1995-96 County budget.

*1. General Fund Balance / Long Term Capital Needs . . . We recommend you review your rates/assessments and make sure they're adequate to cover the cost of current operations and scheduled additions to the replacement reserve..*

The Transportation Division and the Budget and Quality Office will review long term capital needs for the district and include discussion of the appropriate size of the reserve for the district in the 1996-97 budget.

*2. Budget Committee Membership . . . We recommend you make certain the 1996-97 budget committee includes the full contingent of citizen members.*

The Transportation Division and the Budget and Quality Office will make every effort to assure that the budget committee is properly appointed for 1996-97.

*3. Reimbursement of County Administrative Costs . . . Attached is AG opinion OP-6257 for your reference. It's our understanding that a county may charge a district only for the actual costs specifically incurred for district purposes. We recommend you review the charges budgeted to be assessed in light of these restrictions.*

The Budget and Quality Office will review collection of all overhead costs during the fall of 1995. As part of this review, the appropriate charges to service districts will also be determined.

*4. Method of Service Delivery -- It's our understanding that the City of Portland is willing to provide sewer services directly to the residents of Riverdale. This method would probably be more efficient and less expensive than the current structure. . . . We recommend you review the efficiency and necessity of this service district.*

The Transportation Division and the Budget and Quality Office will explore this option and make sure it is considered as part of the 1996-97 budget process for the district.

MEETING DATE JUN 08 1995  
AGENDA NUMBER R-12

**AGENDA PLACEMENT FORM**

SUBJECT: Resolution Adopting the 1995-96 Mid County Budget

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

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

REGULAR MEETING: Date Requested: June 8, 1995

Amount of Time Needed: 1 minute

DEPARTMENT: Nondepartmental DIVISION Budget and Quality

CONTACT: John Dorst or Dave Warren TELEPHONE : 248-3599 or 248-3822

BLDG/ROOM: 106/1400

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

**ACTION REQUESTED**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

The Board will meet to review, amend, and adopt the 1995-96 Mid County Street Lighting Service District Budget

Attached to the resolution are:

1. a listing of appropriations: Attachment A
2. a response to the recommendations of Tax Supervising: Attachment B.

6/13/95 CERTIFIED TRUE COPY TO DAVE WARREN, COPIES  
TO DAVE WARREN & JOHN DORST

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: Becky Stein

OR

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

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF  
COUNTY COMMISSIONERS  
1995 JUN - JUN 05  
MULTI-THAN COUNTY  
OREGON



# MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN  
DAN SALTZMAN  
GARY HANSEN  
TANYA COLLIER  
SHARRON KELLEY

PLANNING & BUDGET  
PORTLAND BUILDING  
1120 S.W. FIFTH - ROOM 1400  
P. O. BOX 14700  
PORTLAND, OR 97214  
PHONE (503)248-3883

TO: Board of County Commissioners

FROM: Dave Warren, Principal Budget Analyst *DCW*

TODAY'S DATE: June 1, 1995

REQUESTED PLACEMENT DATE: June 8, 1995

SUBJECT: Adopting the 1995-96 Mid County Budget

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I. Recommendation / Action Requested:

Adopt the Budget.

II. Background / Analysis:

This should be a routine item. The budget continues the current level of service for the district.

Attachment B recites the recommendations made by Tax Supervising and makes responses to them. All the recommendations relate to the 1996-97 budget for the district.

III. Financial Impact:

No significant impact

IV. Legal Issues:

None

V. Controversial Issues:

None.

VI. Link to Current County Policies:

N/A

VII. Citizen Participation:

✓ BCC  
DAVE WARREN  
JOHN DORST

**TAX SUPERVISING & CONSERVATION COMMISSION**  
**MULTNOMAH COUNTY, OREGON**

724 Mead Building      421 S.W. Fifth Avenue  
Portland, Oregon 97204-2189    Voice (503) 248-3054  
FAX (503) 248-3053    E Mail TSCC@aol.com

May 17, 1995

Board of Commissioners  
Mid-County Street Lighting Service District  
1510 Portland Building  
Portland, Oregon 97204

Dear Board Members:

The Commission has completed review and consideration of the Mid-County Street Lighting Service District's 1995-96 budget. This review was undertaken pursuant to ORS 294.605-705 to confirm compliance with applicable laws and to determine the adequacy of estimates necessary to support efficient and economical administration of the district.

The 1995-96 budget, filed May 16, 1995, is hereby certified with no objections and the following recommendations. Estimates were judged to be reasonable for the purposes shown and the document was found to be in substantial compliance with the law.

*Recommendations*

*1. Budget Committee Membership*

-The district's budget committee contained no citizen members. The budget committee of the district should consist of the members of the governing body (i.e. the county commission) and an equal number of citizen appointees. We'd be happy to provide you with names of other area budget committee members. The county's citizen involvement office also has a listing of interested residents within this area. We recommend you make certain the 1996/97 budget committee includes the full contingent of citizen members.

*2. General Fund Balance/Long Term Capital Needs*

The district has done a nice job of establishing a system replacement reserve. How does the estimated amount accumulated, \$550,000, relate to the future system needs? We noted that the approved budget contains current revenues of \$176,000 and operating expenditures of \$275,000. If these estimates are accurate, the district's operations will not

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**Commissioners**  
Richard Anderson, Tom Novick, Clarence Parker,  
Charles Rosenthal, Ann Sherman

1995 MAY 18 AM 10:35  
MULTNOMAH COUNTY  
BOARD OF  
COMMISSIONERS  
OREGON

*2. General Fund Balance/Long Term Capital Needs -continued:*

add to its replacement reserve, but rather begin to draw it down. This may or may not be appropriate, depending upon whether the existing reserve is adequate or excessive. We recommend you evaluate your reserve as it relates to future anticipated system needs, and decide upon the necessary level. Once this level is determined, then rates/assessments should be set such that the balance is maintained.

*3. Boundary Changes*

-We understand that the district has had preliminary discussions with the City of Gresham regarding expansion of the district's territory to include the city. Such an action would relieve the city of streetlight electricity and maintenance costs assumed upon territory annexations, and shift them to their residents. We recommend you closely monitor the effective dates of any future boundary changes. The annexation would require boundary commission review and approval. The county assessor also will need to be notified by March 31 in order to update levy code maps.

*4. Reimbursement of County Administrative Costs*

-We noted that reimbursements to the county for costs relating to the administration of the district have increased over the last three years. We believe it's totally appropriate for the county to recover these costs. However, there are limitations to these reimbursements. Attached is AG opinion OP-6257 for your reference. It's our understanding that a county may charge a district only for the actual costs specifically incurred for district purposes. We recommend you review the charges budgeted to be assessed in light of these restrictions.

Budget estimate amounts certified are as follows:

General Fund	\$ 757,000
Unappropriated Balance	(357,000)

The budget committee should be advised of the Commission's recommendations and that the budget has been transmitted to the Board for subsequent advertising, hearing, adjustment if needed, and adoption.

Please file a copy of the adopted budget and supporting documentation within 15 days of adoption. This filing should include a copy of the budget, a copy of each LB form, proof of publication and the adopting resolutions. Responses to Commission recommendations should be included in either the adopting resolution, or within an accompanying letter.

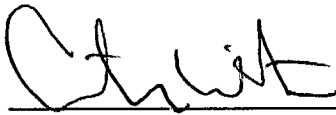
Board of Commissioners  
Mid-County Street Lighting Service District

May 17, 1995  
Page 3

Finally, we extend thanks to staff for their efforts and assistance. Please let us know if we can assist in any way.

Yours very truly,

TAX SUPERVISING & CONSERVATION COMMISSION

A handwritten signature in black ink, appearing to read 'Courtney Wilton', is written over a horizontal line.

Courtney Wilton  
Administrative Officer

CW:pj  
Attachment

DAVE FROHNMAYER  
ATTORNEY GENERAL



533  
WILLIAM F. GARY  
DEPUTY ATTORNEY GENERAL

## DEPARTMENT OF JUSTICE

GENERAL COUNSEL DIVISION

Justice Building

Salem, Oregon 97310

Telephone: (503) 378-4620

November 28, 1988

W.T. Lemman, Chancellor  
Oregon State System of Higher Education  
Office of Administration  
Susan Campbell Hall  
University of Oregon  
Eugene, OR 97403-0175

Re: Opinion Request OP-6257

Dear Mr. Lemman:

You have asked the following questions:

1) In a county where a county extension service district has been established under ORS chapter 451, may the county lawfully charge the district for a share of the county's administrative costs?

We answer that the county lawfully may charge the district only for expenses incurred by the county specifically for district purposes. The county may not charge the district for state-mandated county services or for county expenses not directly benefiting the district.

2) If a county imposes such a charge, may the extension service district lawfully pay the charge?

Where the county lawfully may impose a charge, the district may pay it.

### Discussion

#### 1. Background

Your questions arise from Tillamook County's proposal to charge a Tillamook Extension Service District for "administrative fees." This contemplated charge is based on a formula which sets the district's share of the county's total

W.T. Lemman

Page 2

November 28, 1988

administrative costs at 1 percent of that total for such items as: salaries and other costs associated with the offices of county commissioners and the county treasurer; tax/purchasing; data processing; insurance; and a specific audit cost of \$1,900. By law, the Tillamook Extension Services District Board consists of the members of the board of county commissioners. Tillamook County is not a home rule county, a fact we find not determinative of the questions presented.

## 2. Analysis

The issue here is whether there is statutory authority for the county to impose these charges on the district. See, e.g., 41 Op Atty Gen 461, 462 (1981). In that opinion, we concluded that the county lacked statutory authority to charge a fee to a special district within the county for services performed by the county treasurer pursuant to statutory mandate. See also City of Banks v. Washington Cty., 29 Or App 495, 500, 564 P2d 720 (1977).<sup>1</sup>

ORS 451.580 authorizes counties to impose certain charges on county service districts:

"[A]ll funds, facilities, personnel or supplies of the county used for [district] purposes shall be charged to the appropriate district fund or account."

Under this statute, expenses incurred by the county for specific district purposes rather than for county purposes shall be charged against a district's account. For example, a special insurance cost or audit charge incurred solely for the district's benefit shall be charged to the district's account. Charges made against a district's account must be for purposes of that district. See generally ORS 451.410 to 451.610. These charges may not include costs of county services otherwise required to be provided by state statutes, such as salaries and other costs associated with the offices of county commissioners and treasurer; taxing services; or general county counsel expenses. Nor may a county charge a district for services based on a formula in order, essentially, to spread out the cost of the county's overhead, even though some of that cost may result indirectly from activities within the extension district. Rather, a county may charge a district only for the actual costs specifically incurred for district purposes.

W.T. Lemman  
Page 3  
November 28, 1988

A special district formed pursuant to ORS chapter 451 is a separate municipal corporation distinct from the county. ORS 451.485. In accordance with ORS chapter 190, therefore, a district may contract with the county for services not mandated by state statute to be provided by the county. Thus, a district may agree to pay a county for specific services that the district otherwise would need to provide for itself.

Very truly yours,



Donald C. Arnold  
Chief Counsel  
General Counsel Division

JRM:MB:LR:ljp:blm  
8585G

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<sup>1</sup> In City of Banks v. Washington Cty., *supra*, the court held that, without express statutory authorization, a home rule county could not charge the costs of assessment and taxation to each of the taxing districts within the county on a pro rata basis computed upon amount of revenue assessed and collected per district.

BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR  
MULTNOMAH COUNTY

( In the matter of the adoption of the )	
( 1995-96 Budget for Mid County Street Lighting, )	
( Service District No. 14, for the Fiscal Year July 1, 1995 )	RESOLUTION
( to June 30, 1996 and making the appropriations )	95-138
( thereunder, pursuant to ORS 294.435 )	

WHEREAS the above entitled matter is before the Board to consider the adoption of the budget for Mid County Street Lighting Service District No. 14 for the fiscal year July 1, 1995 to June 30, 1996; and

WHEREAS the Mid County Street Lighting Service District No. 14 budget as prepared by the duly appointed Budget Officer has been considered and approved by the Board and said budget has been duly certified by the said Tax Supervising and Conservation Commission with recommendations; and

WHEREAS said budget as certified is on file in the Budget and Quality Office of Multnomah County and the appropriations authorized therein are attached to this resolution as Attachment A; and

WHEREAS the Board has responded to the recommendations from the Tax Supervising and Conservation Commission, which responses are attached to this Resolution as Attachment B,

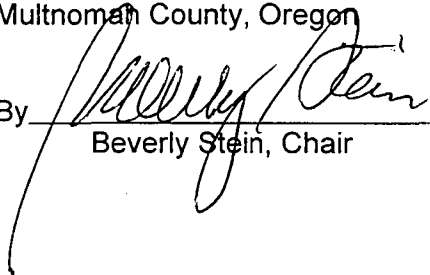
NOW THEREFORE BE IT RESOLVED that the budget, including Attachments A and B, is hereby adopted as the budget of Mid County Street Lighting Service District No. 14 and the attached appropriations are authorized for the fiscal year July 1, 1995 to June 30, 1996.

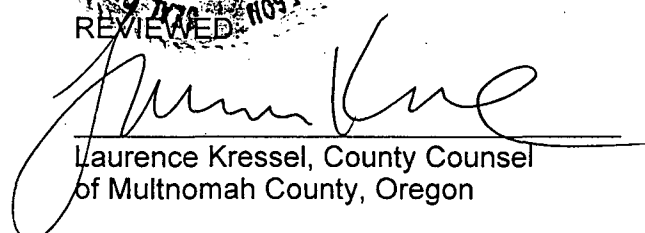
ADOPTED this 8th day of June 1995.



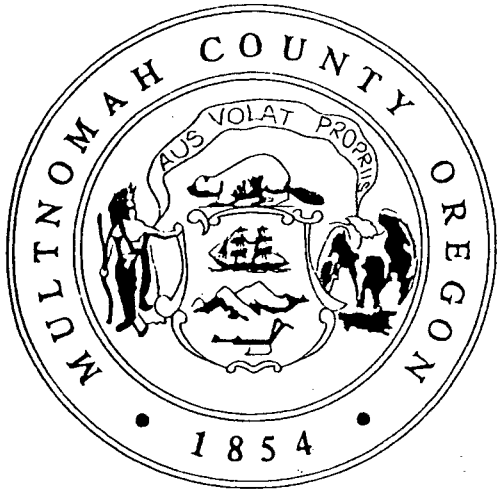
Board of County Commissioners  
Multnomah County, Oregon

By

  
Beverly Stein, Chair

  
Laurence Kressel, County Counsel  
of Multnomah County, Oregon

# Multnomah County



## Service District

## Budgets

## Fiscal Year 95-96

*Approved*  
*May 11, 1995*

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## INTRODUCTION

Multnomah County Service Districts have been created under the provisions of the Oregon Revised Statutes, Chapter 451, to provide construction and operation of sanitary sewer systems and to provide street lighting in particular areas of the County. The Multnomah County Board of Commissioners serves as the Governing Body of each Service District. The Budget Committee for each Service District consists of the members of the Governing Body and residents of the Service District appointed by the Governing Body for terms of three years.

The annual budget for each Service District is prepared under the direction of a Budget Officer designated by the Governing Body. The Budget Committee reviews the annual budget and approves it, either as submitted by the Budget Officer or with revisions requested by the Budget Committee.

This fulfills the requirements of Local Budget Law (ORS 294), which provides specific methods for obtaining public views and enable the public to be informed about financial policies and administration of the districts.

## EXPLANATION OF THE BUDGET DOCUMENT

This document consists of a detailed display of the Resources and Requirements of each of the two Service Districts in Multnomah County.

Preceding the financial information for each Service District is a brief Budget Message which discusses special items pertaining to the individual Service District, including any major changes in either Resources or Requirements.

## SERVICE DISTRICT FINANCIAL POLICIES

Management of all Service Districts is conducted by the Multnomah County Department of Environmental Services. Each Service District is, however, a separate and independent financial entity. To this end, all expenses incurred by a Service District, including contractual engineering support and management by Multnomah County Department of Environmental Services and Finance Division, are met with revenue from sewer user charges and connection fees and/or assessments to real property within the street lighting or sewer Service District.

Under the Accrual Basis of accounting, all revenues are recorded at the time they are earned and expenditures are recorded at the time liabilities are incurred. Budgets and comparative historical cost summaries are prepared utilizing these bases. This practice conforms to Oregon Budget Law.

For financial statement purposes, each Service District is treated as an Enterprise Fund and accounted for on the accrual basis of accounting. This practice conforms to generally accepted accounting principles (GAAP).

SUMMARY OF REQUIREMENTS

<u>DESCRIPTION</u>	<u>ACTUAL 92-93</u>	<u>BUDGET 93-94</u>	<u>BUDGET 94-95</u>	<u>PROPOSED 95-96</u>
Sewer Service District No. 1 DUNTHORPE RIVERDALE	595,000	610,000	620,000	675,000
Street Lighting Svc. Dist. No. 14 MID COUNTY	<u>986,766</u>	<u>946,390</u>	<u>715,000</u>	<u>757,000</u>
TOTAL	<u>1,591,000</u>	<u>1,556,390</u>	<u>1,335,000</u>	<u>1,432,000</u>

REIMBURSEMENTS TO COUNTY  
1994-95 CHARGES BY MULTNOMAH COUNTY TO SERVICE DISTRICTS

<u>SERVICE DISTRICT</u>	<u>ROAD FUND</u>	<u>GENERAL FUND</u>	<u>TOTAL</u>
Dunthorpe Riverdale	7,000	6,000	13,000
Mid County	<u>10,000</u>	<u>15,000</u>	<u>25,000</u>
TOTAL	<u>17,000</u>	<u>21,000</u>	<u>38,000</u>

0078j

## BUDGET MESSAGE

### DUNTHORPE RIVERDALE SERVICE DISTRICT NO. 1

This district was formed in the middle 1960's and by 1970 had removed a significant source of pollution from the Willamette River. Its 554 clients are mainly located in unincorporated Multnomah County with a few clients in northern Clackamas County and the City of Portland.

The district's lines are maintained by the City of Portland and its sewage flow is treated at Portland's Tryon Creek Treatment Plant, which is located in Lake Oswego. This year the City is reconstructing two of the district's pump stations with a project cost of \$260,000.00 to be paid by the district out of the Sinking Fund.

The present service charge is \$18.50 per month. The proposed service charge is \$25.00, to reflect the cost of the new contract with the City of Portland.

In accordance with the stated position of the district's governing body, the unappropriated balance is intended to fund the depreciation of the district's facilities.

0078j

# RESOURCES

FORM LB-20

General  
Name of Organizational Unit - Fund

Dunthorpe Riverdale Service Dist. No. 1  
Name of Municipal Corporation

	HISTORICAL DATA			RESOURCE DESCRIPTION	Budget for Next Year: 1995 - '96			
	Actual		Adopted Budget This Year '94 - '95		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Second Preceding Year: '92 - '93	First Preceding Year: '93 - '94						
				PERSONAL SERVICES				
1.				1. * Available Cash on Hand (Cash Basis), or				1.
2.	400,557	448,753	475,000	2. * Net Working Capital (Accrual Basis)	480,000	480,000		2.
3.				3. Previously Levied Taxes Estimated to be Received				3.
4.	17,538	16,862	15,000	4. Interest	10,000	10,000		4.
5.				5. OTHER RESOURCES				5.
6.	15,000	2,500	10,000	6. Connection Fees	10,000	10,000		6.
7.	115,312	117,832	120,000	7. Sewer Users Service Charge	175,000	175,000		7.
8.				8.				8.
9.				9.				9.
0.				10.				10.
1.				11.				11.
2.				12.				12.
3.				13.				13.
4.				14.				14.
5.				15.				15.
6.				16.				16.
7.				17.				17.
8.				18.				18.
9.				19.				19.
0.				20.				20.
1.				21.				21.
2.				22.				22.
3.				23.				23.
4.				24.				24.
5.				25.				25.
6.				26.				26.
7.				27.				27.
8.				28.				28.
9.	548,407	585,947	620,000	29. Total Resources, Except Taxes to be Levied	675,000	675,000		29.
0.				30. Taxes Necessary to Balance Budget				30.
1.				31. Taxes Collected in Year Levied				31.
2.	\$548,407	\$585,947	\$620,000	32. TOTAL RESOURCES	\$675,000	\$675,000		32.

# EXPENDITURE SUMMARY

BY FUND, ORGANIZATIONAL UNIT OR PROGRAM

FORM LB-30

General  
Name of Organizational Unit - Fund

Dunthorpe Riverdale Service Dist. No. 1  
Name of Municipal Corporation

	HISTORICAL DATA			EXPENDITURE DESCRIPTION	Budget for Next Year: 1995 - '96			
	Actual		Adopted Budget This Year "94 - '95		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Second Preceding Year: '92 - '93	First Preceding Year: '93 - '94						
				PERSONAL SERVICES				
1.				1.				1.
2.				2.				2.
3.				3.				3.
4.				4.				4.
5.				5.				5.
6.				6.				6.
7.				7. TOTAL PERSONAL SERVICES				7.
				MATERIALS AND SERVICES				
8.				8. Multnomah County Charges:				8.
9.	2,649	3,861	4,600	9. Generals Fund Service Reimbursement	6,000	6,000		9.
10.	1,347	139	3,000	10. Road Fund Service Reimbursement	7,000	7,000		10.
11.	91,504	116,273	130,000	11. City of Portland Charges	190,000	190,000		11.
12.	271	207	500	12. Utilities	500	500		12.
13.	3,883	1,402	3,500	13. Miscellaneous	3,500	3,500		13.
14.	\$99,654	\$121,882	\$141,600	14. TOTAL MATERIAL AND SERVICES	\$207,000	\$207,000		14.
				CAPITAL OUTLAY				
15.				15. City of Portland Pump Station Reconstruction	265,000	265,000		15.
16.				16.				16.
17.				17.				17.
18.				18.				18.
19.				19.				19.
20.				20.				20.
21.				21. TOTAL CAPITAL OUTLAY	265,000	265,000		21.
				TRANSFERRED TO OTHER FUNDS				
22.				22.				22.
23.				23.				23.
24.				24.				24.
25.			20,000	25. General Operating Contingency	20,000	20,000		25.
26.			20,000	26. TOTAL TRANSFERS & CONTINGENCIES	20,000	20,000		26.
27.	99,654	121,882	161,600	27. TOTAL EXPENDITURES	492,000	492,000		27.
28.	448,753	464,065	458,400	28. UNAPPROPRIATED ENDING FUND BALANCE	183,000	183,000		28.
29.	\$548,407	\$585,947	\$620,000	29. TOTAL	\$675,000	\$675,000		29.

## BUDGET MESSAGE

### MID COUNTY SERVICE DISTRICT NO. 14

This county service district (originally known as Tulip Acres Lighting District when formed in 1967), now includes virtually all the unincorporated urban area of Multnomah County, as well as the cities of Fairview, Maywood Park and Troutdale.

At this time, district growth is being outstripped by annexations to Portland and Gresham, which constitute automatic withdrawals from the district. Excellent working relationships between the effected agencies assure an orderly transition process.

Although the district continues to add lights as requested by its residents, its overall budget is diminishing because of the annexation to cities.

The district has been able to operate at the reduced rate of \$35 per home per year and projects next year to continue this rate.

0078j

# RESOURCES

FORM LB-20

General  
Name of Organizational Unit - Fund

Mid-County Service Dist. No. 14  
Name of Municipal Corporation

	HISTORICAL DATA			RESOURCE DESCRIPTION	Budget for Next Year: 1995 - '96			
	Actual		Adopted Budget This Year "94 - '95		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Second Preceding Year: '92 - '93	First Preceding Year: '93 - '94						
				PERSONAL SERVICES				
1.				1. * Available Cash on Hand (Cash Basis), or				1.
2.	549,375	595,195	350,000	2. * Net Working Capital (Accrual Basis)	550,000	550,000		2.
3.	30,793	26,212	22,000	3. Previously Levied Taxes Estimated to be Received	14,000	14,000		3.
4.	24,773	22,518	17,000	4. Interest	17,000	17,000		4.
5.				5. OTHER RESOURCES				5.
6.	380,985	300,562	325,000	6. Assessments	175,000	175,000		6.
7.	840	1,903	1,000	7. Sundry	1,000	1,000		7.
8.				8.				8.
9.				9.				9.
10.				10.				10.
11.				11.				11.
12.				12.				12.
13.				13.				13.
14.				14.				14.
15.				15.				15.
16.				16.				16.
17.				17.				17.
18.				18.				18.
19.				19.				19.
20.				20.				20.
21.				21.				21.
22.				22.				22.
23.				23.				23.
24.				24.				24.
25.				25.				25.
26.				26.				26.
27.				27.				27.
28.				28.				28.
29.	986,766	946,390	715,000	29. Total Resources, Except Taxes to be Levied	757,000	757,000		29.
30.				30. Taxes Necessary to Balance Budget				30.
31.				31. Taxes Collected in Year Levied				31.
32.	\$986,766	\$946,390	\$715,000	32. TOTAL RESOURCES	\$757,000	\$757,000		32.

# EXPENDITURE SUMMARY

## BY FUND, ORGANIZATIONAL UNIT OR PROGRAM

General

Mid-County Service Dist. No. 14

Name of Organizational Unit - Fund

Name of Municipal Corporation

HISTORICAL DATA				EXPENDITURE DESCRIPTION	Budget for Next Year: 1995 - '96			
Actual		Adopted Budget This Year "94 - '95	Proposed By Budget Officer		Approved By Budget Committee	Adopted By Governing Body		
Second Preceding Year: '92 - '93	First Preceding Year: '93 - '94							
				PERSONAL SERVICES				
1.			1.					1.
2.			2.					2.
3.			3.					3.
4.			4.					4.
5.			5.					5.
6.			6.					6.
7.			7.	TOTAL PERSONAL SERVICES				7.
				MATERIALS AND SERVICES				
8.	9,760	11,800	13,000	8. MULTCO General Fund Services	15,000	15,000		8.
9.	1,881	200	7,000	9. MULTCO Road Fund Services	10,000	10,000		9.
10.	360,242	296,991	350,000	10. Utilities	240,000	240,000		10.
11.	3,515	1,021	10,000	11. Miscellaneous	10,000	10,000		11.
12.				12.				12.
13.				13.				13.
14.	\$375,398	\$310,012	\$380,000	14. TOTAL MATERIAL AND SERVICES	\$275,000	\$275,000		14.
				CAPITAL OUTLAY				
15.	16,173	1,259	100,000	15. Equipment	100,000	100,000		15.
16.				16.				16.
17.				17.				17.
18.				18.				18.
19.				19.				19.
20.				20.				20.
21.	\$16,173	\$1,259	\$100,000	21. TOTAL MATERIAL AND SERVICES	\$100,000	\$100,000		21.
				TRANSFERRED TO OTHER FUNDS				
22.				22.				22.
23.				23.				23.
24.				24.				24.
25.			25,000	25. General Operating Contingency	25,000	25,000		25.
26.			25,000	26. TOTAL TRANSFERS & CONTINGENCIES	25,000	25,000		26.
27.	391,571	311,271	505,000	27. TOTAL EXPENDITURES	400,000	400,000		27.
28.	595,195	635,119	210,000	28. UNAPPROPRIATED ENDING FUND BALANCE	357,000	357,000		28.
29.	\$986,766	\$946,390	\$715,000	29. TOTAL	\$757,000	\$757,000		29.

# Mid County Service District

## ATTACHMENT A - SCHEDULE OF APPROPRIATIONS

Fund	Appropriation	Increase (Decrease)
<b>General Fund</b>		
	Materials and Services	275,000
	Capital Outlay	100,000
	Contingency	25,000
	<b>Total Requirements</b>	<b>400,000</b>

## ATTACHMENT B

The Board makes the following responses to the recommendations of the Tax Supervising and Conservation Commission contained in the letter certifying the 1995-96 County budget.

*1. Budget Committee Membership . . . We recommend you make certain the 1996-97 budget committee includes the full contingent of citizen members.*

The Transportation Division and the Budget and Quality Office will make every effort to assure that the budget committee is properly appointed for 1996-97

*2.. General Fund Balance / Long Term Capital Needs . . . We recommend you review your rates/assessments and make sure they're adequate to cover the cost of current operations and scheduled additions to the replacement reserve..*

The Transportation Division and the Budget and Quality Office will review long term capital needs for the district and include discussion of the appropriate size of the reserve for the district in the 1996-97 budget.

*3. Boundary Changes -- We understand that the district has had preliminary discussions with the City of Gresham regarding expansion of the district's territory to include the city. . . . We recommend you closely monitor the effective dates of any future boundary changes. The annexation would require boundary commission review and approval. The county assessor also will need to be notified by March 31 in order to update levy code maps.*

The Transportation Division and the Budget and Quality Office will work with your office to make sure that all the proper steps are taken if these discussions result in any action affecting the 1996-97 budget.

*4. Reimbursement of County Administrative Costs . . . Attached is AG opinion OP-6257 for your reference. It's our understanding that a county may charge a district only for the actual costs specifically incurred for district purposes. We recommend you review the charges budgeted to be assessed in light of these restrictions.*

The Budget and Quality Office will review collection of all overhead costs during the fall of 1995. As part of this review, the appropriate charges to service districts will also be determined.