

## **ANNOTATED MINUTES**

*Thursday, July 18, 1991 - 9:30 AM  
Multnomah County Courthouse, Room 602*

### **BOARD BRIEFINGS**

*Chair Gladys McCoy convened the meeting at 9:35 a.m., with Commissioners Sharron Kelley and Gary Hansen present, and Commissioner Pauline Anderson and Vice-Chair Rick Bauman excused.*

- B-1 Informational Briefing to Describe the Events of the 1991 Multnomah County Fair - Tuesday, July 23 through Sunday, July 28, 1991. Presented by Bill McKinley, Jan Johnson and Phil Clifford.*

### **BILL MCKINLEY, JAN JOHNSON AND PHIL CLIFFORD PRESENTATION AND RESPONSE TO BOARD QUESTIONS.**

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*Thursday, July 18, 1991 - 9:40 AM  
Multnomah County Courthouse, Room 602*

### **REGULAR MEETING**

#### **CONSENT CALENDAR**

**UPON MOTION OF COMMISSIONER KELLEY,  
SECONDED BY COMMISSIONER HANSEN, ITEMS C-1  
AND C-4 WERE UNANIMOUSLY REMOVED FROM THE  
CONSENT CALENDAR.**

#### **DEPARTMENT OF HUMAN SERVICES**

- C-2 Ratification of an Intergovernmental Agreement Between the Multnomah Education Service District and Multnomah County Health Division to Assist Clients in Efforts to Comply with ORS 433 that Requires the Establishment of a System to Identify, Test, and Track Students Born in Countries with High Rates of Tuberculosis. Effective July 1, 1991 through June 30, 1992*
- C-3 Ratification of an Intergovernmental Revenue Agreement Between the City of Portland, Bureau of Community Development and Multnomah County, Aging Services Division/Community Action Program, which Allocated \$68,000 in City Revenues for Emergency Basic Needs Services Subcontracted through County Contracts. Effective July 1, 1991 through June 30, 1992*

**UPON MOTION OF COMMISSIONER KELLEY,**

**SECONDED BY COMMISSIONER HANSEN, CONSENT  
CALENDAR ITEMS C-1 AND C-2 WERE UNANIMOUSLY  
APPROVED.**

- C-1**      *Ratification of an Intergovernmental Revenue Agreement Between Multnomah County Juvenile Justice Division and the Children's Services Division to Provide Diagnostic and Evaluation Services; Dispositional Services to Parole Violators; Community Services; and Detention Back-Up Services as part of the Downsizing Agreement with the State CSD Office. Effective July 1, 1991 through June 30, 1992*

**HAL OGBURN AND BILL CAREY EXPLANATION AND  
RESPONSE TO BOARD QUESTIONS. UPON MOTION  
OF COMMISSIONER KELLEY, SECONDED BY  
COMMISSIONER HANSEN, C-1 WAS UNANIMOUSLY  
APPROVED.**

**JUSTICE SERVICES**  
**SHERIFF'S OFFICE**

- C-4**      *Ratification of an Intergovernmental Agreement Between the City of Maywood Park and the Multnomah County Sheriff's Office to Provide Additional Patrol Services for the City of Maywood Park. Effective July 1, 1991 through June 30, 1992*

**COMMISSIONER HANSEN MOVED AND  
COMMISSIONER KELLEY SECONDED, APPROVAL OF  
C-4. AT THE REQUEST OF CHAIR McCOY, LT. BILL  
GOSS AND MAYOR PAUL JOHNSON EXPLANATION  
AND RESPONSE TO BOARD QUESTIONS. CHAIR  
McCOY COMMENTS. C-4 UNANIMOUSLY APPROVED.**

**REGULAR AGENDA**

**DEPARTMENT OF GENERAL SERVICES**

- R-1**      *In the Matter of Ratification of a One Year Extension of the Painters' Collective Bargaining Agreement, Providing for a One Year Wage Freeze through June 30, 1992*

**COMMISSIONER HANSEN MOVED AND  
COMMISSIONER KELLEY SECONDED, APPROVAL OF  
R-1. DARRELL MURRAY EXPLANATION AND  
RESPONSE TO BOARD QUESTIONS. AGREEMENT  
UNANIMOUSLY APPROVED.**

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- R-2      *RESOLUTION in the Matter of a Proposed Metro Urban Growth Boundary Locational Adjustment (Trade) for Tax Lot '4', Section 22, TIN, RIW*

**SCOTT PEMBLE EXPLANATION AND RESPONSE TO BOARD QUESTIONS. RICHARD WITTMAN AND JOHN SHERMAN TESTIMONY IN SUPPORT. MR. PEMBLE READ PORTLAND PARKS BUREAU STATEMENT. RESOLUTION READ. UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, RESOLUTION 91-108 WAS UNANIMOUSLY APPROVED.**

- R-3      *ORDER in the Matter of the Quitclaim to the City of Portland of the Interest, if any, of Multnomah County in the Land Underlying that Part of S.W. Baird Street Adjacent to Block 26, West Portland and Lots 1 and 2, Woods Parkway*

**BOB OBERST RELAYED NEIGHBORHOOD ASSOCIATION REQUEST FOR ONE WEEK CONTINUANCE AND RESPONDED TO BOARD QUESTIONS. UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, R-3 WAS UNANIMOUSLY CONTINUED TO THURSDAY, JULY 25, 1991.**

- R-4      *In the Matter of Ratification of the Mutual Cooperation Agreement to Form the Multnomah County Consortium Under the National Affordable Housing Act - Program Years 1992 - 1994*

**COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-4. CECILE PITTS EXPLANATION AND RESPONSE TO BOARD QUESTIONS. AGREEMENT UNANIMOUSLY APPROVED.**

*The regular meeting was recessed at 10:35 a.m.*

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*Thursday, July 18, 1991 - 9:55 AM  
Multnomah County Courthouse, Room 602*

**BOARD BRIEFINGS**

- B-2      *Presentation and Discussion in the Matter of the Proposed Use Restrictions for the Nehemiah Project. Presented by Cecile Pitts and John DuBay.*

**JOHN DuBAY, CECILE PITTS, JAKI WALKER FROM NEHEMIAH AND KEN WILSON FROM NORTHEAST**

**COMMUNITY DEVELOPMENT CORPORATION  
PRESENTATION AND RESPONSE TO BOARD  
QUESTIONS AND DISCUSSION.**

*The regular meeting was reconvened at 11:00 a.m.*

**UPON MOTION OF COMMISSIONER KELLEY,  
SECONDED BY COMMISSIONER HANSEN,  
CONSIDERATION OF THE FOLLOWING RESOLUTION  
WAS UNANIMOUSLY APPROVED.**

**UC-1 RESOLUTION in the Matter of Amending Resolution 91-85 by Changing  
Certain Transfer Document Requirements for the Nehemiah Housing  
Opportunity Program**

**UPON MOTION OF COMMISSIONER HANSEN,  
SECONDED BY COMMISSIONER KELLEY,  
RESOLUTION 91-109 WAS UNANIMOUSLY APPROVED.  
FOLLOWING DISCUSSION WITH MS. WALKER, MS.  
PITTS AND MR. DuBAY, STAFF WAS DIRECTED TO  
PREPARE A RESOLUTION CORRECTING CERTAIN  
LEGAL DESCRIPTIONS CONTAINED IN RESOLUTION  
91-85 FOR BOARD ACTION ON THURSDAY, JULY 25,  
1991.**

*There being no further business, the meeting was adjourned at 11:05 a.m.*

**OFFICE OF THE BOARD CLERK  
for MULTNOMAH COUNTY, OREGON**

  
\_\_\_\_\_  
**Deborah L. Bogstad**



# MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS  
ROOM 606, COUNTY COURTHOUSE  
1021 S.W. FOURTH AVENUE  
PORTLAND, OREGON 97204

GLADYS McCOY •	CHAIR •	248-3308
PAULINE ANDERSON •	DISTRICT 1 •	248-5220
GARY HANSEN •	DISTRICT 2 •	248-5219
RICK BAUMAN •	DISTRICT 3 •	248-5217
SHARRON KELLEY •	DISTRICT 4 •	248-5213
CLERK'S OFFICE •		248-3277

## AGENDA

### MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

#### FOR THE WEEK OF

July 15 - 19, 1991

Tuesday, July 16, 1991 - NO MEETINGS SCHEDULED. . . . .

Thursday, July 18, 1991 - 9:30 AM - Board Briefing. . . . .Page 2

Thursday, July 18, 1991 - 9:40 AM - Regular Meeting . . . . .Page 2

Thursday, July 18, 1991 - 9:55 AM - Board Briefing. . . . .Page 3

Thursday Meetings of the Multnomah County Board of Commissioners are recorded and can be seen at the following times:

Thursday, 10:00 PM, Channel 11 for East and West side subscribers

Friday, 6:00 PM, Channel 27 for Paragon Cable (Multnomah East) subscribers

Saturday 12:00 PM, Channel 21 for East Portland and East County subscribers

Thursday, July 18, 1991 - 9:30 AM

Multnomah County Courthouse, Room 602

BOARD BRIEFINGS

- B-1 Informational briefing to describe the events of the 1991 Multnomah County Fair to begin Tuesday, July 23 through Sunday, July 28, 1991 - Presented by Bill McKinley, Jan Johnson and Phil Clifford - TIME CERTAIN 9:30 - 9:40 AM
- 

Thursday, July 18, 1991 - 9:40 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

DEPARTMENT OF HUMAN SERVICES

- C-1 Ratification of an Intergovernmental Revenue Agreement Between Multnomah County Juvenile Justice Division and the Children's Services Division to Provide Diagnostic and Evaluation Services; Dispositional Services to Parole Violators; Community Services; and Detention Back-Up Services as part of the Downsizing Agreement with the State CSD Office. Effective July 1, 1991 through June 30, 1992
- C-2 Ratification of an Intergovernmental Agreement Between the Multnomah Education Service District and Multnomah County Health Division to Assist Clients in Efforts to Comply with ORS 433 that Requires the Establishment of a System to Identify, Test, and Track Students Born in Countries with High Rates of Tuberculosis through June 30, 1992
- C-3 Ratification of an Intergovernmental Revenue Agreement Between the City of Portland, Bureau of Community Development and Multnomah County, Aging Services Division/Community Action Program, which Allocated \$68,000 in City Revenues for Emergency Basic Needs Services Subcontracted through County Contracts. Effective July 1, 1991 through June 30, 1992

JUSTICE SERVICES

SHERIFF'S OFFICE

- C-4 Ratification of an Intergovernmental Agreement Between the City of Maywood Park and the Multnomah County Sheriff's Office to Provide Additional Patrol Services for the City of Maywood Park. Effective July 1, 1991 through June 30, 1992

## REGULAR AGENDA

### DEPARTMENT OF GENERAL SERVICES

- R-1 In the Matter of Ratification of a One Year Extension of the Painters' Collective Bargaining Agreement, Providing for a One Year Wage Freeze through June 30, 1992

### DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-2 RESOLUTION in the Matter of a Proposed Metro Urban Growth Boundary Locational Adjustment (Trade) for Tax Lot '4', Section 22, T1N, R1W
- R-3 ORDER in the Matter of the Quitclaim to the City of Portland of the Interest, if any, of Multnomah County in the Land Underlying that part of S.W. Baird Street Adjacent to Block 26, West Portland and Lots 1 and 2, Woods Parkway
- R-4 In the Matter of Ratification of the Mutual Cooperation Agreement to Form the Multnomah County Consortium Under the National Affordable Housing Act - Program Years 1992 - 1994
- 

Thursday, July 18, 1991 - 9:55 AM

Multnomah County Courthouse, Room 602

### BOARD BRIEFINGS

- B-2 Presentation and Discussion in the Matter of the Proposed Use Restrictions for the Nehemiah Project - Presented by Cecile Pitts and John DuBay - TIME CERTAIN TO FOLLOW  
REGULAR MEETING

0104C/8-10  
cap

PAULINE ANDERSON  
Multnomah County Commissioner  
District 1



605 County Courthouse  
Portland, Oregon 97204  
(503) 248-5220

March 21, 1991

To: Office of the Clerk  
Board of County Commissioners

I will be out of town May 20-24.

In addition, I will be away from my office July 8  
through August 2.

RECEIVED  
BOARD OF  
COUNTY COMMISSIONERS  
1991 MAR 21 PM 2:33  
MULTNOMAH COUNTY  
OREGON



RICK BAUMAN  
Multnomah County Commissioner  
District 3



606 County Courthouse  
Portland, Oregon 97204  
(503) 248-5217

APRIL 12, 1991

TO: Board of Commissioners  
Clerk of the Board

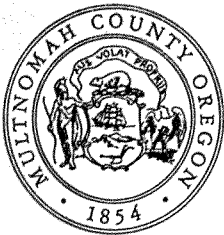
FROM: Rick Bauman

A handwritten signature in cursive script, appearing to read "Rick Bauman", is written over the "FROM:" line.

RE: Absence from Office

I will be out of the office for the majority of the month of July. Beginning Tuesday, July 2nd I will be absent from board meetings. I will return in time for the meeting of July 30th.

BOARD OF  
COUNTY COMMISSIONERS  
1991 APR 15 PM 2:57  
MULTNOMAH COUNTY  
OREGON



# GLADYS McCOY, Multnomah County Chair

Room 134, County Courthouse  
1021 S.W. Fourth Avenue  
Portland, Oregon 97204  
(503) 248-3308

## MEMORANDUM

TO: Board of County Commissioners  
Department Managers  
Auditor  
District Attorney  
Sheriff  
Clerk of the Board

FROM: Gladys McCoy *G. McCoy*  
Multnomah County Chair

DATE: May 21, 1991

RE: Absence

BOARD OF  
COUNTY COMMISSIONERS  
1991 MAY 22 PM 2:21  
MULTNOMAH COUNTY  
OREGON

I will attend the National Association of Counties Conference in Salt Lake City, Utah July 11 thru July 16. Therefore, I will not attend the board meetings on Thursday, July 11 and Tuesday, July 16.

Meeting Date: July 18, 1991

Agenda No.: B-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: 1991 Multnomah County Fair Briefing

AGENDA REVIEW/  
BOARD BRIEFING no meeting REGULAR MEETING July 18, 1991  
(date) (date)

DEPARTMENT Department of Environmental DIVISION Expo Center  
Services

CONTACT Teri Duffy TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION Bill McKinnley, Jan Johnson, Phil Clifford

ACTION REQUESTED:

☒ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 10 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: \_\_\_\_\_

BRIEF SUMMARY (include statement of rationale for action requested,  
as well as personnel and fiscal/budgetary impacts, if applicable):  
Informational briefing to describe events of the 1991 County Fair to be held at Expo Center  
Tuesday, July 23, 1991 through Sunday, July 28, 1991.

1991 JUL 11 AM 10:26  
MULTNOMAH COUNTY  
OREGON

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

Gladys McChesney

Or

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

(All accompanying documents must have required signatures)

Meeting Date: JUL 18 1991

Agenda No.: C-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Children's Services Division Agreement

BCC Informal \_\_\_\_\_ (date) BCC Formal \_\_\_\_\_ (date)

DEPARTMENT Human Services DIVISION Juvenile Justice

CONTACT Harold Ogburn TELEPHONE 248-3460

PERSON(S) MAKING PRESENTATION Billi Odegard/Harold Ogburn

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: Three minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: \_\_\_\_\_

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

This \$672,142 intergovernmental revenue agreement continues the Division's ability to provide evaluation and diagnostic services, disposition of parole violators, detention back-up services, community services and a process for making training school placement and parole placement decisions as a part of the downsizing agreement with the State Children's Services Division.

7/19/91 originals to Jana Mc Lellan

(If space is inadequate, please use other side)

SIGNATURES:

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

Or

DEPARTMENT MANAGER Billi Odegard (ac)

(All accompanying documents must have required signatures)

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1991 JUL 10 AM 8:27



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
JUVENILE JUSTICE DIVISION  
1401 N.E. 68th  
PORTLAND, OREGON 97213  
(503) 248-3460

BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY • CHAIR OF THE BOARD  
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER  
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER  
RICK BAUMAN • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

TO: Gladys McCoy  
Multnomah County Chair

VIA: Billi Odegaard *Billi Odegaard (cc)*  
Director, Department of Human Services

FROM: *HO* Harold Ogburn  
Director, Juvenile Justice Division

DATE: June 26, 1991

SUBJECT: Approval for Intergovernmental Revenue Agreement Between  
Juvenile Justice Division and Children's Services  
Division.

RECOMMENDATION: The Juvenile Justice Division recommends the County Board approval of a revenue contract between the State Children's Services Division and the Juvenile Justice Division for services to high risk juvenile offenders.

ANALYSIS: This contract continues the downsizing process established by the State CSD and Multnomah County Juvenile Justice Division in FY 90-91. The \$672,142 provided by this revenue contract buys services for high risk juvenile offenders who would have otherwise been committed to the State training schools. These revenue dollars are included in the Approved FY 91-92 budget.

The Juvenile Justice Division received this contract on Monday, June 24, 1991 with an expected return date from the Children's Services Division of Friday, June 28, 1991.

This contract will provide community services, diagnostic and evaluation services, dispositional services for parole violations, and detention back up services to community programs. Multnomah County Juvenile Justice Division will also be required to abide by the cap of discretionary bed space limitation at the training schools of no more than 82 youth on any given day.

The Juvenile Justice Division strongly recommends the Board's approval of this Intergovernmental Agreement.

RETROACTIVE STATUS: This contract is retroactive due to County receiving it on Monday, June 24, 1991.



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102152

Amendment # -

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$10,000	<b>CLASS II</b> <input type="checkbox"/> Professional Services over \$10,000 (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 Revenue <b>RATIFIED</b> <b>Multnomah County Board of Commissioners</b> C-1 July 18, 1991
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Contact Person Jana McLellan Phone 248-3476 Date 26 June 1991

Department Human Services Division Juvenile Justice Bldg/Room 311/JJD

Description of Contract This contract continues a revenue agreement begun in FY 90-91. It will provide diagnostic and evaluation services; dispositional services to parole violators; community services; and detention back-up services as part of the downsizing agreement with the State CSD office.

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

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

Contractor Name Children's Services Division

Mailing Address 198 Commercial Street, SE  
Salem, Oregon, 97310-0450

Phone 503 378 3542

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

Effective Date July 1, 1991

Termination Date June 30, 1992

Original Contract Amount \$ \_\_\_\_\_

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

Total Amount of Agreement \$ 672,142

## Payment Term

☐ Lump Sum \$ \_\_\_\_\_

☒ Monthly \$ 56,011.83

☐ Other \$ \_\_\_\_\_

☐ Requirements contract - Requisition required.

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

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

## REQUIRED SIGNATURES:

Department Manager Billi Odegaard (ac)

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

County Counsel John L. Lutz

County Chair/Sheriff Glady's McCoy

Date 6/26/91

Date \_\_\_\_\_

Date 7-2-91

Date 7/18/91

VENDOR CODE			VENDOR NAME					REV	TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT DATES	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	2510					2318	CSD DOWNSIZE	12,304	
02.	156	010	2520					2318	CSD DOWNSIZE	174,145	
03.	156	010	2530					2318	CSD DOWNSIZE	315,528	
	156	010	2540					2318	CSD DOWNSIZE	170,165	

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

## INTERGOVERNMENTAL AGREEMENT

CSD Contract Number: 1-142 D90847

Date: June 12, 1991

This contract between the State of Oregon, 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" begins JULY 1, 1991 and ends JUNE 30, 1992, and includes the following which are attached hereto:

<u>Document</u>	<u>Pages</u>
SCHEDULE	6
GENERAL PROVISIONS	10
EXHIBIT 1	2

THIS CONTRACT CONSTITUTES THE ENTIRE CONTRACT 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. 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 THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

NOTE: THIS CONTRACT HAS BEEN PREPARED PRIOR TO THE OREGON LEGISLATURE GRANTING TO THE DIVISION AUTHORIZATION TO OBLIGATE FUNDS IN THE 1991-93 BIENNIUM. THIS CONTRACT IS CONTINGENT UPON FINAL ENACTMENT OF THE DIVISION'S 1991-93 BUDGET.

REVIEWED BY CONTRACTS OFFICER: Dean B. Orton

Date: 6/18/91

AGREED: CONTRACTOR

AGREED: CHILDREN'S SERVICES DIVISION

MULTNOMAH COUNTY BOARD OF

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

COMMISSIONERS

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

1401 N.E. 68th AVENUE

PORTLAND, OR 97213

BUDGET: 91-93

By: Gladys McCoy

Gladys McCoy  
Multnomah County Chair

Date: 7/18/91

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

By: Harold Ogburn  
Division Director

Date: 6/24/91

By: Allen T. Doe  
Program Manager

Date: 6/24/91

REVIEWED By:

Laurence Kressel  
for:

LAURENCE KRESSEL  
County Counsel for  
Multnomah County, Oregon

Date: 7-2-91



SCHEDULE

CONTRACTOR: MULTNOMAH COUNTY BOARD OF DATE: JUNE 12, 1991  
COMMISSIONERS

I. Definitions

- A. Training School means MacLaren School for Boys, Hillcrest School of Oregon, Camp Tillamook, Camp Hilgard, Camp Florence, Corvallis House and Picture House.
- B. 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:

1. Commitment to the custody of the Division for placement at the training school by the juvenile court of jurisdiction under ORS 419.509.
  2. Revocation of parole from the training school under provision of ORS 420.045(3).
  3. 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.
- C. 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.
- D. 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.

- E. 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.
- F. Surplus Funds are that excess of restricted Division funds remaining after approved expenses have been deducted.
- G. 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.

## II. Services

- A. 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.
- B. The Contractor agrees to abide by the following Discretionary Bed Space Limitation during the term of this contract:  
No more than 82 children on any given day.

## III. Reporting Requirements

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, 1993.

## IV. Consideration

- A. As consideration for the services provided by the Contractor during the period beginning July 1, 1991 and ending June 30, 1992, the Division will pay to the Contractor by check(s), an amount not to exceed \$672,142.00, paid at the rate of \$56,011.83 per month.

The payment level stated herein is based on the level of expenditure authorized by the Division for the last quarter of the 1989-91 biennium. This contract is contingent upon enactment of the Division's 1991-1993 budget. Following final approval of the Division's budget for the 1991-93 biennium, this contract may be amended or terminated, if necessary, to adjust the level of compensation.

- 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 V. Billing, below.
- D. The funds paid by the Division to the Contractor under this contract are restricted funds. The Contractor agrees to expend the contract funds strictly in accordance with applicable State regulations on allowable costs.
- E. 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.
- F. 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.

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 monies so expended to the Division upon request.

- G. 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.

- H. If the Contractor fails to comply with the provisions of Sections D., E., F., and G., above, the Division may invoke the remedies available to it under General Provision

clauses entitled, "Remedies" and "Recovery of Overpayments."

V. Billing

The Contractor shall utilize the CSD 1017 and 1017-A 'High Risk Client Report' 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,  
198 Commercial St. S.E., Salem, OR 97310-0450.

VI. 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.

VII. 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.

During the regularly scheduled review of the Contractor's program, the Division shall review information regarding efforts to deliver services which benefit culturally diverse children and families.

VIII. 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.

IX. 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.

The Contractor, its subcontractors, if any, and all employers working under this Agreement/Contract 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.

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 278.100. Such liability insurance, whatever the form, shall be in an amount not less than the limits of public body tort liability specified in ORS 30.270. 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.

As evidence of the insurance coverages required by this contract, and prior to the execution of this contract, the Contractor shall furnish a certificate of insurance to Children's Services Division, ATTN: Contracts Manager, at 198 Commercial Street, S.E., Salem, OR 97310. The certificate form to be completed by the Contractor's insurer will be maintained in the Division's file of this contract.

There shall not be any cancellation, material changes or failure to renew such insurance policy (policies) without 30 days prior notice to the Division.

X. 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 maintain fiscal records consistent with accepted accounting practices and controls, which will properly reflect all direct and indirect costs and funds expended in the performance of this contract, and all revenue received for programs 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. Extent of Agreement

This contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract, shall be deemed to exist or to bind any of the parties hereto.

### 2. Captions

The captions or headings in this agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision of this contract.

### 3. Government Employment Status

The Contractor is engaged as an independent contractor. Contractor certifies that Contractor is not an employee of the State of Oregon. 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.

### 4. Payments under this Contract; Retirement System Status

Payment as provided herein is the sole monetary obligation of the Division. Unless otherwise specified, the responsibility for payment of all operating costs, federal, state, county or city taxes/assessments and any other charges imposed by law upon employers shall be the sole responsibility of the Contractor. Contractor is not a member of the Public Employes Retirement System unless otherwise stated. Payments under this contract do not entitle the Contractor to benefits under the Federal Social Security program, any unemployment insurance or workers' compensation program or the Public Employes Retirement System, except as a self-employed individual.

### 5. 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 to be done under 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.

6. 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.

7. Equal Rights

The Contractor agrees to comply with all applicable requirements of Federal and State Civil Rights and Rehabilitation statutes, rules and regulations.

8. Access to Records

The Division, the Executive Department and the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access, upon request, to the books, documents, papers and records of the Contractor which are 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.

9. 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.

10. 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 but necessary for the performance of the work required under this contract (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.

11. Renegotiation or Modification

All alterations, variations, modifications and waivers of provisions of this contract shall be valid only when they have been reduced to writing, signed by all parties, and attached to the original of this contract.

12. Excuses for Nonperformance

Neither party to this contract shall be held responsible for delay or failure in performance of the activities required herein when such delay or failure is due to causes beyond the control and without the fault or negligence of the party. Such causes may include, but are not restricted to, fire, flood, epidemic, strikes, acts of God, unusually severe weather, legal acts of public authorities, or delays or defaults caused by public carriers, which cannot reasonably be forecast or provided against. Either party may terminate the contract after reasonably determining that such delay or failure will prevent continued performance of the contract, and after giving written notice to the other party of the cause, its effect on contract performance, and effective date of termination. If the contract is so terminated, the obligation of the Division shall be limited to payment for services provided in accordance with the contract prior to the date of termination.

13. Remedies

If the Contractor fails to provide the services or perform any of the other requirements under the contract, and such failure is not excused, the Division, after giving the Contractor written notice of such failure, may withhold part or all of the Contractor's payment for the services until such

failure is corrected. If the Contractor does not correct such failure within a reasonable time allowed by the Division, the Division may terminate the contract. This section, and any actions taken or not taken under it, shall not affect the Division's rights under the "Termination" section. The rights and remedies of the Division in this section are not exclusive and are in addition to any other rights and remedies provided to the Division by law or under this contract.

#### 14. Termination

a. This contract may be terminated by mutual consent of both parties, or by either party upon 60 days written notice, 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 federal, state or other sources is not obtained, is decreased, modified or limited, or if Division expenditures are greater than anticipated, such that funds are insufficient to allow for the purchase of services as required in this contract. The contract may be modified to accommodate the change in available funds.

2. If federal or 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 no longer qualify 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, not renewed or changed in such a way that the Contractor no longer meets requirements for such license or certificate.

Termination under this paragraph b. shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination, except that the Contractor shall be solely responsible for its obligations or liabilities after the termination date which obligations or liabilities result from the Contractor's failure to provide for termination of, or exercise the right to terminate, its commitments. No right of action or damages

shall accrue to the benefit of the Contractor if the contract is terminated under this clause.

c. The Division, by written notice of default (including breach of contract) to the Contractor, may 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.

3. If the Contractor so fails to pursue the work required in this contract that performance of this contract in accordance with its terms is endangered, and after receipt of written notice from the Division specifying such failure, the Contractor fails to correct such failure within 10 days or such longer period as the Division may authorize.

If the contract is terminated under this paragraph c., 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.

#### 15. Termination Arrangement

If the Contractor is providing child-care services and the contract is terminated, expires or is not renewed, the following apply:

a. Except as provided in paragraph b., the Division, through its liaison staff or other designated persons, shall assume responsibility for the planning, supervision and work required in moving and relocating the children who are under the Contractor's care on the termination date or at an earlier date if earlier removal is deemed necessary by the Division. The Contractor agrees to cooperate fully with Division staff in the preparation for and carrying out of the work necessary to remove the children from the Contractor's care.

b. Where the children being cared for are Unaccompanied Refugee Minors, the Contractor shall be responsible for providing appropriate care for children covered by this contract. The Contractor agrees to maintain a plan which does not obligate the Division for continuing care for each child.

16. Waiver of Default

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the contract 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 the contract unless stated to be such in writing, signed by all parties, and attached to the original contract.

17. 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.

18. 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.

19. State Tort Claims Act

Contractor is not an officer, employee, or agent of the state as those terms are used in ORS 30.265.

20. Hold Harmless Provision

To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, Contractor agrees to defend, indemnify, 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 whatever nature and any resulting damage, loss, costs and expenses which they may sustain, incur or be required to pay resulting from or arising out of the acts, errors or omissions of the Contractor or its assignees, subcontractors, agents or employees under this contract.

The Contractor is not required to defend, indemnify, save or 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 whatever nature and any resulting damage, loss, costs and expenses which they may sustain, incur or be required to pay which result entirely from or arise entirely out of the acts, errors or omissions of the State of Oregon, the Department of Human Resources, the Division or their officers, agents or employees, or any third parties, including any persons receiving services under this contract.

21. Clean Air Act, Clean Water Act, and EPA Regulations

If the amount of this contract, including all amendments thereto, exceeds \$100,000, the Contractor agrees to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(b)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The Contractor shall report any violations to the Division and to the U.S.E.P.A. Assistant Administrator for Enforcement (EN-329). The Contractor agrees to include this provision in any subcontracts exceeding \$100,000 which may be authorized.

22. Equal Employment Opportunity

If the amount of this contract, including all amendments thereto, exceeds \$10,000, the Contractor agrees to 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). All subcontracts shall also be in compliance with the foregoing.

23. Oregon Energy Conservation Plan

The Contractor shall conform with any applicable mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. Law 94-165).

24. 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 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 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 subawards at all tiers (including subcontracts, subgrants, 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 fact 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.

## 25. Tax Compliance

No contract or other agreement for the purpose of providing goods, services or real estate space to any agency shall be entered into, renewed or extended with any person, unless the person certifies in writing, under penalty of

perjury, that the person is, to the best of the person's knowledge, not in violation of any tax laws described in Oregon Revised Statutes section 305.380(4).

By execution of this contract, I, an authorized official of Contractor, swear/affirm, under penalty of perjury as provided in ORS 305.385(6), that to the best of my knowledge that Contractor is not in violation of any of the tax laws described in ORS 305.380(4).

26. 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.

27. Assignment of Contract

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, 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.

28. Funds Available and Authorized

The Division certifies that at the time of signing this contract sufficient funds are authorized and available or are anticipated to be available for expenditure to finance costs of this contract within the Division's current appropriation or limitation.

29. 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.

30. Approval by Attorney General's Office

If the amount of this contract, including all amendments thereto, exceeds \$25,000 or if this contract provides for the provision of human custodial care, approval for legal sufficiency by the Attorney General may be required.

31. Controlling State Law

This contract shall be construed and enforced in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of law rules or doctrine. If the Contractor is an out-of-state provider, any action or suit involving this contract shall be filed and tried in Marion County, Oregon.

32. Ownership of Work Product

To the extent the Contractor has the right to do so, the Contractor grants to the Division a royalty-free, nonexclusive and irrevocable license to use all materials delivered under this contract in any manner and for any purpose whatsoever, including to reproduce, publish, disclose, deliver, perform and dispose of, and to have others do so.

lry/5054Y/clr:2072F



EXHIBIT I  
Multnomah County

cnty div  
6/90

I. POPULATION SERVED

All youth served under this contract must be adjudicated for delinquent behavior by a juvenile court of competent jurisdiction under ORS 419.476(1)(a).

II. SERVICES PROVIDED

The following services shall be provided in accord with the Contractor's Diversion Plan as approved by the Division.

A. Evaluation Services

The Contractor shall complete a predispositional evaluation report for each youth to be served under this contract. The report shall be prepared on a format supplied by the Division and shall be made available to the Division for review upon request unless the youth has been committed to the care and custody of the Division in which case the report shall be forwarded to the Division at the time of commitment.

B. Diagnostic and Evaluation Services

1. The Contractor will at the time of each youth's placement at the Training School, provide a report on a format provided by the Division, covering the following:
  - a. Delinquency History
  - b. Relevant Personal Data
  - c. Relevant Social Data
  - d. Relevant Community Information

C. Disposition of Parole Violators

1. Revocation of parole from the Training School shall be in accord with ORS 420.045(3).
2. For youth alleged to be in violation of parole, a hearings officer will hold the required Morrissey revocation hearing. At that proceeding, the hearings officer will consider the potential for use of community resources as an alternative to return to the training school.

D. Detention Back-up Services to Community Programs

The Contractor agrees to assure that detention back-up or an appropriate alternative as provided for youth served in community programs and youth on parole from the training schools subject to the mandates of ORS 419.577, 598, 599, and ORS Chapter 420.

E. Community Programs and Services

The Contractor agrees to provide the community programs and/or services identified in its approved Diversion Plan.

F. Training School Placement and Parole Decision Process

1. Placement

Placement at the training school shall be made by order of the Juvenile Court judge. Recommendation regarding placement may be made by the court counselor or, in some instances, a Children's Services Division worker. Any recommendation regarding placement of Multnomah County youth is to be guided by a "Cap Management Committee" comprised of representatives from the Juvenile Justice Division, Children's Services Division and State Juvenile Corrections. This committee will evaluate all Multnomah County youth who are in danger of being committed to the training school. The recommendation of this committee will be given to the presiding Judge of the case.

2. Parole

- a. Parole from the Juvenile Training School shall be in accordance with ORS 420.045(1).
- b. The Juvenile Justice Division will participate in the Close Custody Review Boards in cases where Multnomah County youth are involved. Juvenile Justice Division personnel will monitor the progress or the lack thereof of all Multnomah County youth in the close custody system.

Meeting Date: JUL 18 1991

Agenda No.: C-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Agreement with Multnomah Education Service District

BCC Informal \_\_\_\_\_ (date) \_\_\_\_\_ BCC Formal \_\_\_\_\_ (date) \_\_\_\_\_

DEPARTMENT Human Services DIVISION Health

CONTACT Tom Fronk TELEPHONE \_\_\_\_\_

PERSON(S) MAKING PRESENTATION Tom Fronk/Gary Oxman

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes or less

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: X

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

County will assist clients in efforts to comply with OR433 that requires the establishment of a system to identify, test, and track students born in countries with high rates of tuberculosis.

7/19/91 originals to Herman Brane

(If space is inadequate, please use other side)

SIGNATURES:

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

Or

DEPARTMENT MANAGER Billi Odegaard (cc)

(All accompanying documents must have required signatures)

BOARD OF  
COUNTY COMMISSIONERS  
1991 JUL 10 AM 8:27  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
HEALTH DIVISION  
426 S.W. STARK STREET, 8TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3674  
FAX (503) 248-3676

BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY • CHAIR OF THE BOARD  
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER  
GARY HANSEN • DISTRICT 2 COMMISSIONER  
RICK BAUMAN • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

## MEMORANDUM

TO: Gladys McCoy, Multnomah County Chair

VIA: Billi Odegaard, Director, Health Division *Billi Odegaard (ac)*  
Acting Director, Department of Human Services

FROM: Tom Fronk, Business Services Manager *Tom*  
Health Division

DATE June 17, 1991

SUBJECT: Agreement With Multnomah Education Service District

Recommendation The Health Division and the Department of Human Services recommend that the County Chair approve and the Board ratify this intergovernmental agreement with Multnomah Education Service District for the period upon execution to and including June 30, 1992.

Analysis The contractor desires the county's support in processing the tuberculosis documentation of students, preparing and distributing exclusion orders to schools and students, and monitoring compliance with exclusion orders. The county will assist contractor by providing physician consultation, training, and review of health education materials.

Background <sup>original</sup> The contract expires June 30, 1991, and will be renewed for FY 91-92. The contract enables the county to assist the schools in compliance with ORS 433.



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102002

Amendment # —

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (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>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><b>RATIFIED</b></p> <p><b>Multnomah County Board of Commissioners</b></p> <p>C-2 July 18, 1991</p>
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Contact Person Brame Phone x2670 Date 6/24/91

Department Human Services Division Health Bldg/Room 160/2

Description of Contract The parties agree to share resources in order to comply with ORS 433. The statute requires the establishment of a system to identify, test, and track students born in countries with high rates of tuberculosis.

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

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

Contractor Name Multnomah Education Service District

Mailing Address 11611 NE AINSWORTH CIRCLE

Portland, Or 97220-1039

Phone 255-1841

Employer ID # or SS # N/A

Effective Date Upon Execution

Termination Date June 30, 1992

Original Contract Amount \$ \_\_\_\_\_

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

Total Amount of Agreement \$ -0-

## Payment Term

☐ Lump Sum \$ \_\_\_\_\_

☐ Monthly \$ \_\_\_\_\_

☐ Other \$ \_\_\_\_\_

☐ Requirements contract - Requisition required.

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

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

## REQUIRED SIGNATURES:

Department Manager Billi Rdegaard (ac)

Purchasing Director  
(Class II Contracts Only) [Signature]

County Counsel [Signature]

County Chair/Sheriff [Signature]

Date 6/25/91

Date \_\_\_\_\_

Date 7-2-91

Date 7/18/91

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	010	0717			6110				-0-		
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

EXCHANGE OF SERVICES  
INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 1991, by and between MULTNOMAH COUNTY, a home rule political subdivision of the State of Oregon (hereinafter referred to as "COUNTY"), and Multnomah Education Services District (hereinafter referred to as "DISTRICT").

W I T N E S S E T H :

WHEREAS, COUNTY'S Health Division requires services which DISTRICT is capable of providing, under terms and conditions hereinafter described, and

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

WHEREAS, DISTRICT requires services which COUNTY is capable of providing, under terms and conditions hereinafter described, and

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

WHEREAS, it is mutually beneficial to both parties to enter into an Agreement under those terms and conditions set forth, now, therefore,

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

1. Term.

The term of this Agreement shall be upon execution, through and including June 30, 1992, subject to earlier termination under Section 6 hereof. The Agreement will automatically renew on an annual basis until terminated in accordance with Section 6.

2. Services.

A. COUNTY's services upon request by DISTRICT shall consist of the following:

1. Physician review and authorization of standing orders/nursing protocols.
- 2) Consultation to registered nurse staff.
- 3) Training of DISTRICT nursing staff in physical assessment skills through providing instruction by physician or mid-level practitioner.
- 4) Review of health education materials.

B. DISTRICT'S services upon request by COUNTY shall consist of the following:

- 1) Process tuberculosis documentation submitted by parents to clarify demographic and medical information.
- 2) Prepare and distribute exclusion orders to schools and students.
- 3) Monitor exclusion orders and students' compliance with such orders.

3. Compensation.

A. There will be no exchange of funds for the exchange of services between the parties.

4. Parties as Independent Contractors.

A. DISTRICT is an independent contractor and is solely responsible for the provision of services as provided under this Agreement. DISTRICT, its agents, and employees shall not be considered employees or agents of COUNTY for any purpose.

B. COUNTY is an independent contractor and is solely responsible for the provision of service as provided under this Agreement. COUNTY, its agents, and employees shall not be considered employees or agents of DISTRICT for any purpose.

C. DISTRICT shall hold and save harmless COUNTY, its officers, agents, and employees from damages arising out of the tortious acts of DISTRICT, 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 Constitution.

D. COUNTY shall hold and save harmless DISTRICT, 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.

5. Workers' Compensation Insurance

The parties shall obtain Workers' Compensation coverage for all of their 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. The parties further agree to maintain such coverage for the duration of this Agreement.

6. Early Termination.

A. This Agreement may be terminated prior to the expiration of the agreed-upon term:

- 1) By mutual written consent of the parties; or
- 2) By either party upon 30 days' written notice to the other, delivered by certified mail or in person.

B. Any notice provided for in this Agreement shall be served upon COUNTY by delivery to Director, Health Division, 426 SW Stark, 8th Floor, Portland, Oregon 97204 and upon DISTRICT by delivery to Superintendent, Multnomah Education Service District, 11611 NE Ainsworth Circle, Portland, Oregon 97220-1039.

7. Adherence to Law.

A. In connection with the activities under this Agreement, the parties agree to comply with all applicable federal, state, and local laws including but not limited to laws, rules, and regulations concerning equal employment opportunity, nondiscrimination in service delivery, and affirmative action.

8. Oregon Law and Forum.

This Agreement shall be construed according to the law of the state of Oregon.

9. Waiver of Default.

Waiver of a default shall not be deemed to be a waiver of any subsequent default. Waiver of 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.

10. Record Confidentiality.

The parties agree to keep all client records confidential in accordance with the applicable provisions of state law.

11. Assignment.

This Agreement may not be assigned by the parties without prior written consent of the other party.

12. Modification.

Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.

13. Integration.

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



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

MULTNOMAH EDUCATION  
SERVICE DISTRICT

By \_\_\_\_\_  
Allan J. Thede, Superintendent

Date \_\_\_\_\_

MULTNOMAH COUNTY, OREGON

By Gladys McCoy  
Gladys McCoy, Multnomah County Chair

Date 7/18/91

HEALTH DIVISION

By Dwayne Crocker Acting  
for Billi Odegaard, Director

Date 6-20-91

HEALTH DIVISION

By [Signature]  
Program Manager

Date 6-18-91

REVIEWED:

LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By [Signature]

Date 7-7-91

Meeting Date JUL 18 1991

Agenda Date: C-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

Subject: FY 1991-92 Intergovernmental Revenue Contract Between  
City of Portland and Aging Services Division/Community Action Program

BCC Informal: \_\_\_\_\_ BCC Formal: \_\_\_\_\_

Date

Date

DEPARTMENT: Human Services

DIVISION: Aging Services

CONTACT: Bill Thomas (Cilla Murray)

TELEPHONE: 248-3646

PERSON(S) MAKING PRESENTATION: Billi Odegaard/Jim McConnell

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

ESTIMATED TIME NEEDED ON AGENDA: 5 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: XX

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

The Aging Services Division requests approval of the FY 1991-92 intergovernmental revenue agreement between the City of Portland and Aging Services Division/Community Action Program, which allocates \$68,000 in City revenues for emergency basic needs services subcontracted through County contracts. These emergency basic needs services are vouchers for emergency assistance, utility payments, travel costs, emergency medications, and youth needs.

7/19/91 originals to Cilla Murray

SIGNATURES:

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

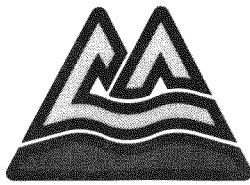
OR

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

(All accompanying documents must have required signatures)

citybcc  
1/90

1991 JUL 10 AM 8:27  
MULTNOMAH COUNTY  
OREGON  
CLERK OF COUNTY COMMISSIONERS



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
AGING SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
421 S.W. 5TH, 3RD FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3646  
TDD: 248-3683

BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY • CHAIR OF THE BOARD  
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER  
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER  
RICK BAUMAN • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

## MEMORANDUM

TO: Gladys McCoy, County Chair

VIA: Billi Odegard, Interim Director *Billi Odegard (ac)*  
Department of Human Services

FROM: Jim McConnell, Director *Jim McConnell*  
Aging Services Division

DATE: June 24, 1991

SUBJECT: FY 1991-92 City Emergency Basic Needs Revenue Contract

Retroactive Status: The revenue contract with the City of Portland is retroactive to July 1, 1991. The contract was not received from the City for processing until early June, 1991. Processing has been delayed due to the volume of contract renewals being analyzed and processed through the Aging Services Division.

Recommendation: The Aging Services Division/Community Action Program recommends Board of County Commissioner approval of the attached revenue contract with the City of Portland, for the period July 1, 1991 through June 30, 1992.

Analysis: The City of Portland is contracting \$68,000 with the County Community Action Program for the purchase of emergency basic need services. These services, which are specified in the contract, are: emergency assistance and mobile unit (through Metro Crisis), utility assistance, long distance transportation, and childcare and transportation clearinghouse operations (through American Red Cross), emergency medications (through Coalition of Health Clinics/Outside In), and youth needs (through Outside In). The Community Action Program has passed these funds through to the above agencies.

Background: These City emergency basic needs service funds are included in the Community Action FY 1991-92 Budget.

city92z



MULTNOMAH COUNTY OREGON

# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 10207a

Amendment # —

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement Revenue <b>RATIFIED</b> <b>Multnomah County Board of Commissioners</b> C-3 July 18, 1991

Contact Person John Pearson (Cilla Murray) Phone 248-5464 Date June 24, 1991

Department Human Services Division Aging Services Bldg/Room B161/3rd Floor

Description of Contract Revenue contract provides City funds for purchase of emergency basic need services through County subcontracts.

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

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

Contractor Name City of Portland, Bureau of Community Development

Mailing Address 808 SW 3rd, Room 600

Portland, OR 97204

Phone (503) 796-5159

Employer ID # or SS # N/A

Effective Date July 1, 1991

Termination Date June 30, 1992

Original Contract Amount \$ \_\_\_\_\_

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

Total Amount of Agreement \$ 68,000

## Payment Term

☐ Lump Sum \$ \_\_\_\_\_

☐ Monthly \$ \_\_\_\_\_

☒ Other \$ Upon Request

☐ Requirements contract - Requisition required.

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

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

## REQUIRED SIGNATURES:

Department Manager Billi Odegaard (ac)

Purchasing Director  
(Class II Contracts Only)

County Counsel [Signature]

County Chair/Sheriff [Signature]

Date 6/26/91

Date \_\_\_\_\_

Date 7-2-91

Date 7/18/91

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG REV	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	1730					2719	City Emerg Svc	\$68,000	
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE PURCHASING COUNTY INITIATOR ONLY CLERK OF THE BOARD GREEN FINANCE

## AGREEMENT

An agreement between the CITY OF PORTLAND, OREGON (City) and MULTNOMAH COUNTY, OREGON (Contractor).

### RECITALS:

1. There is a need to provide emergency basic services to low income Portland residents.
2. Multnomah County is responsible for managing emergency basic needs services in the City.
3. In 1989 the City requested and received proposals, and awarded contracts for projects providing emergency basic needs services to low income residents.
4. A subcommittee of the Funders Advisory Committee has recommended continued funding for these projects.
5. Multnomah County has the capability to administer the five contracts for emergency basic needs services.

### AGREED:

#### I. Scope of Contractor's Services

Multnomah County shall provide the following services described below relative to emergency basic needs.

- A. Prepare and administer contracts with the following agencies for the services and amounts specified:

Metro-Crisis	\$2,500
Emergency assistance and mobile unit	
Red Cross	
Emergency utility assistance	\$12,000
Long distance transportation	\$ 6,800
Childcare and Transportation	\$25,800
Clearinghouse Operations	1,400
Coalition of Health Clinics	
Emergency medications	\$14,000
Outside-In	
Youth needs	\$ 5,500

Current contracts between Multnomah County and these agencies may be amended to include the services and amounts specified above.

- B. Provide the City with a copy of each contract or contract amendment funded through this agreement.
- C. Submit a quarterly report on the progress of the project to the Bureau of Community Development within 30 days of the end of each quarter.
- D. Prepare a final report evaluating the success of the project within 45 days of the contract termination

date. The final report shall contain program statistics and client demographics.

- E. Maintain all records for the project, including performance, client eligibility and demographic data, and fiscal data, for a minimum of three years after termination of the contract.
- F. Publicity regarding the programs will mention the City's participation through the Emergency Service Grant program.
- G. Contractor shall retain subcontractor's Worker Compensation Insurance certificates on file.

## II. Project Manager

- A. The City Project Manager shall be Howard Cutler, or such other person as shall be designated in writing by the Director of the Bureau of Community Development.
- B. The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement as provided herein, and to carry out any other City actions referred to herein.

## III. Compensation and Method of Payment

- A. Contractor will be compensated for the described services by the City through the General Fund.
- B. Payments will be made periodically upon submission of a statement of expenditures. Contractor will keep vendor receipts of materials and services. It is agreed that total compensation under this agreement shall not exceed SIXTY-EIGHT THOUSAND DOLLARS (\$68,000).
- C. An advance may be made to cover the cost of the Contractor's initial expenses for operation, not to exceed the sum of \$7,000 upon receipt of a written request from the Contractor. Additional amounts due shall be reimbursed upon receipt of a monthly reimbursement request. Advances shall be recovered against expenditures in such a manner that the advance balance does not exceed the cash balance of the contract.

## IV. General Contract Provisions

- A. **TERMINATION FOR CAUSE.** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his/her obligations under this Contract, or if the contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In such event, all finished or unfinished

documents, data, studies, and reports prepared by the Contractor under this Contract shall, at the option of the City, become the property of the City and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

- B. TERMINATION FOR CONVENIENCE. The City and Contractor may terminate this Contract at any time by mutual written agreement. If the Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract less payments of compensation previously made.
- C. REMEDIES. In the event of termination under Section A hereof by the City due to a breach by the Contractor, then the City may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the Contractor hereunder plus the remaining unpaid balance of the compensation provided herein, then the Contractor shall pay to the City the amount of excess.

The remedies provided to the City under sections A and C hereof for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

In the event of breach of this contract by the City, then the Contractor's remedy shall be limited to termination of the contract and receipt of payment as provided in section B hereof.

In the event of termination under Section A, the City shall provide the Contractor an opportunity for an administrative appeal.

- D. CHANGES. The City may, from time to time, request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, shall be incorporated in written amendments to this Contract. Any change that increases the amount of compensation payable to the Contractor must be approved by ordinance of the City Council. Other changes may be approved by the Director of the Bureau of Community Development.

- E. NON-DISCRIMINATION. In carrying out activities under this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status or national origin. The Contractor shall take affirmative actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices provided by the City setting for the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Contractor shall incorporate the foregoing requirements of this paragraph in all of its contracts for work funded under this contract, except contracts governed by Section 104 of Executive Order 11246.
- F. ACCESS TO RECORDS. The City, or their duly authorized representatives, shall have access to any books, general organizational and administrative information, documents, papers, and records of the Contractor which are directly pertinent to this contract, for the purpose of making audit examination, excerpts, and transcriptions. All required records must be maintained by the Contractor for three years after the City makes final payment and all other pending matters are closed.
- G. MAINTENANCE OF RECORDS. The Contractor shall maintain records on a current basis to support its billings to the City. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the Contractor regarding its billings or its work hereunder. The Contractor shall retain these records for inspection, audit, and copying for 3 years from the date of completion or termination of this contract.
- H. AUDIT OF PAYMENTS. The City, either directly or through a designated representative, may audit the records of the Contractor at any time during the 3 year period established by Section G above.

If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City.



I. INDEMNIFICATION. The Contractor shall hold harmless, defend, and indemnify the City and the City's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the Contractor's work or any subcontractor's work under this contract.

J. WORKERS' COMPENSATION INSURANCE.

1. 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. A certificate of insurance, or copy thereof, shall be attached to this Agreement as Exhibit A, if applicable, and shall be incorporated herein and made a term and part of this Agreement. The Contractor further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.
2. In the event the Contractor's workers' compensation insurance coverage is due to expire during the term of this Agreement, the Contractor agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the Contractor agrees to provide the City of Portland such further certification of workers' compensation insurance a renewals of said insurance occur.
3. The Contractor agrees to accurately complete the City of Portland's Questionnaire for Workers' Compensation Insurance and Qualification as an Independent Contractor prior to commencing work under this Agreement. Questionnaire is attached to this Agreement as Exhibit B and shall remain attached to this Agreement and become a part thereof as if fully copied herein. Any misrepresentation of information on the Questionnaire by the Contractor shall constitute a breach pursuant to this subsection, City may terminate this Agreement immediately and the notice requirement contained in the subsection entitled, TERMINATION FOR CAUSE, hereof shall not apply.

K. LIABILITY INSURANCE.

- (a) The Contractor shall maintain public liability and property damage insurance that protects the Contractor and the City and its officers, agents, and employees from any and all claims, demands, actions, and suits

for damage to property or personal injury, including death, arising from the Contractor's work under this contract. The insurance shall provide coverage for not less than \$200,000 for personal injury to each person, \$500,000 for each occurrence, and \$500,000 for each occurrence involving property damages; or a single limit policy of not less than \$500,000 covering all claims per occurrence. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the state of Oregon during the term of the agreement. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the City and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that it shall not terminate or be canceled without 30 days written notice first being given to the City Auditor. If the insurance is canceled or terminated prior to completion of the contract, Contractor shall provide a new policy with the same terms. Contractor agrees to maintain continuous, uninterrupted coverage for the duration of the contract. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by Contractor.

(b) The Contractor shall maintain on file with the City Auditor a certificate of insurance certifying the coverage required under subsection (a). The adequacy of the insurance shall be subject to the approval of the City Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by the City.

In lieu of filing the certificate of insurance required herein, Contractor shall furnish a declaration that Contractor is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.

- L. SUBCONTRACTING AND ASSIGNMENT. The Contractor shall not subcontract its work under this contract, in whole or in part, without the written approval of the City. The Contractor shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contract as specified in this contract. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the

Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this contract, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. The Contractor shall not assign this contract in whole or in part or any right or obligation hereunder, without prior written approval of the City. Subcontractors shall be responsible for adhering to all regulations cited within this contract.

- M. INDEPENDENT CONTRACTOR STATUS. The Contractor is engaged as an independent contractor and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

The Contractor and its subcontractors and employees are not employees of the City and are not eligible for any benefits through the City, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

- N. REPORTING REQUIREMENTS. The Contractor shall report on its activities in a format and by such times as prescribed by the City.

- O. CONFLICTS OF INTEREST. No City officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

No City officer or employees who participated in the award of this contract shall be employed by the Contractor during the period of the contract.

- P. OREGON LAW AND FORUM. This contract shall be construed according to the law of the State of Oregon.

Any litigation between the City and the Contractor arising under this contract or out of work performed under this contract shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

- Q. COMPLIANCE WITH LAWS. In connection with its activities under this contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations.

In the event that the Contractor provides goods or services to the City in the aggregate in excess of \$2,500.00 per fiscal year, the Contractor agrees it has certified with the City's Equal Employment Opportunity certification process.

- R. BUSINESS LICENSE. Contractor shall obtain a City of Portland business license as required by PCC 7.06.010 prior to beginning work under this Agreement. Contractor shall provide a business license number in the space provided at the end of this Agreement.
- S. MONITORING. The City through the Bureau of Community Development shall monitor at least once each year that portion of the Contractor's project funded with the City's General Funds. Such monitoring shall ensure that the operation of the project conforms to the provisions of this contract.

VII. Period of Agreement

The terms of this Agreement shall be effective as of July 1, 1991 and shall remain in effect during any period the Contractor has control over city funds, including program income. Work by the Contractor shall terminate as of June 30, 1992.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

CITY OF PORTLAND

\_\_\_\_\_  
Commissioner Gretchen Kafoury

\_\_\_\_\_  
Barbara Clark, City Auditor

APPROVED AS TO FORM:

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

MULTNOMAH COUNTY

\_\_\_\_\_  
Chair Gladys McCoy

REVIEWED:

\_\_\_\_\_  
Laurence Kressel, Chief  
County Counsel

\_\_\_\_\_  
Director, Aging Services Division

\_\_\_\_\_  
Program Manager, Aging Services Division



# MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY  
PAULINE ANDERSON  
GARY HANSEN  
RICK BAUMAN  
SHARRON KELLEY

DEPARTMENT OF GENERAL SERVICES  
PORTLAND BUILDING  
1120 SW FIFTH, 14TH FLOOR  
PORTLAND, OR 97204-1934

AT OTHER LOCATIONS:

OFFICE OF THE DIRECTOR  
EMPLOYEE SERVICES (503) 248-3303  
FINANCE (503) 248-5015  
LABOR RELATIONS (503) 248-3312  
(503) 248-5135

ADMINISTRATIVE SERVICES (503) 248-5111  
ASSESSMENT & TAXATION (503) 248-3345  
ELECTIONS (503) 248-3720  
INFORMATION SERVICES (503) 248-3749

April 4, 1991

Howard Cutler  
Bureau of Community Development  
City of Portland  
Bldg. 157/1600

RECEIVED  
APR 8 1991  
AGING SERVICES DIVISION

Re: Emergency Basic Needs Contracts

Dear Mr. Cutler:

The purpose of this letter is to inform you of Multnomah County's insurance program. Multnomah County does not carry liability or worker's compensation insurance. The County is self-insured in accordance with the provisions of ORS 30.270 (Tort Claims Act) and ORS 656.403 (Worker's Compensation). The County maintains an insurance fund from which to pay all costs and expenses relating to claims for which they are self-insured. The County's exposure for liability is limited by statute to \$50,000 property damage, \$100,000 personal injury per person, and \$500,000 total damages per occurrence.

Please let me know if you have any additional questions. My number is 248-3797.

Sincerely,

Jean M. Miley  
Risk Manager

220R/JMM/js

c: Cilla Murray  
161/3rd

ORIGINAL

Meeting Date: JUL 18 1991

Agenda No.: C-24

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Ratification of IGA - City of Maywood Park

AGENDA REVIEW/  
BOARD BRIEFING

(date)

REGULAR MEETING July 18, 1991

(date)

DEPARTMENT M.C.S.O.

DIVISION Operations

CONTACT Larry Aab

TELEPHONE 251-2489

PERSON(S) MAKING PRESENTATION Robert G. Skipper

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 10 Minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: \_\_\_\_\_

BRIEF SUMMARY (include statement of rationale for action requested,  
as well as personnel and fiscal/budgetary impacts, if applicable):

IGA between City of Maywood Park and Multnomah County Sheriff's Office for  
additional patrol services.

7/19/91 originals to LARRY AAB

(If space is inadequate, please use other side)

SIGNATURES:

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

Or

(Sheriff)

DEPARTMENT MANAGER

Steve S. Ringhart

(All accompanying documents must have required signatures)

BOARD OF  
COUNTY COMMISSIONERS  
1991 JUL 10 AM 11:02  
MULTNOMAH COUNTY  
OREGON



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800282

Amendment #

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (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>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><b>RATIFIED</b></p> <p>Multnomah County Board of Commissioners</p> <p><b>ORIGINAL</b></p> <p>C-4 July 18, 1991</p>
---	---	---

RETURN TO: Larry Aab 313/225

Contact Person Randy Amundson

Phone 251-2401

Date 6-27-91

Department Mult. County Sheriff's Ofc. Division Law Enforcement Bldg/Room

Description of Contract Provide additional patrol services for the City of Maywood Park.

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

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

Contractor Name City of Maywood Park

Mailing Address P.O. Box 20344

Maywood Park, OR 97220

Phone

Employer ID # or SS #

Effective Date July 1, 1991

Termination Date June 30, 1992

Original Contract Amount \$ 13,220.48

Amount of Amendment \$

Total Amount of Agreement \$

## REQUIRED SIGNATURES:

Department Manager *[Signature]*

Purchasing Director

(Class II Contracts Only)

County Counsel *[Signature]*

County Chair/Sheriff *[Signature]*

## Payment Term

☐ Lump Sum \$

☐ Monthly \$

☐ Other \$

☐ Requirements contract - Requisition required.

Purchase Order No.

☐ Requirements Not to Exceed \$

Date

Date

Date 7-3-91

Date 7/18/91

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT Rev. Src.	SUB OBJ C.	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	100	025	3311			4142						
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

ORIGINAL

AGREEMENT FOR GENERAL LAW ENFORCEMENT SERVICE  
AND ADDITIONAL PATROLS BETWEEN THE CITY OF  
MAYWOOD PARK AND MULTNOMAH COUNTY SHERIFF'S OFFICE

*THIS* agreement made and entered into this 1st day of July, 1991, between Multnomah County, Oregon, a political subdivision of the State of Oregon, hereinafter called "County", and the City of Maywood Park, a municipal corporation of the State of Oregon, hereinafter called "City".

WHEREAS, the City is desirous of contracting with the County for the performance of law enforcement functions within its boundaries to be performed by the County through the Multnomah County Sheriff's Office; and

WHEREAS, the County through the Multnomah County Sheriff agrees to render such service in the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for by the provisions of ORS 190.010 and 206.345.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED IT IS MUTUALLY AGREED AS FOLLOWS, TO WIT:

I. LEVEL OF SERVICE

- A. The Sheriff agrees to provide police service within the corporate limits of the City. The police services shall encompass the duties and enforcement functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff under the statutes of the State of Oregon and the City of Maywood Park. These services shall include response to emergency situations where life and property are in danger, criminal law enforcement, traffic enforcement, and/or related activities, within the legal power of the Sheriff to provide. The levels of service shall not be less than that level which is being provided by the Sheriff to the unincorporated area of the County.

Both parties, Sheriff's Office and the City of Maywood Park, shall meet to discuss the authority to enforce and the ordinances to be enforced. Further agree that ORS 206.345 (2) "During the existence of the contract, the Sheriff and the deputies of the Sheriff shall exercise such authority as may be vested in them by terms of the contract, including full power and authority to arrest for violation of all duly enacted ordinances of the contracting city," shall prevail and both parties shall perform accordingly.

- B. The rendition of such service, standards of performance, discipline of the officers, and other matters incident to the performance of such services and control of personnel so employed shall remain with the Sheriff.



ORIGINAL

- C. For the purposes of performing such functions, the Sheriff shall furnish all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the level of services to be provided.
- D. The Sheriff shall make available for the performance of the duties hereunder, properly supervised officers certified by the Oregon State Board on Police Standards and Training.

The Sheriff shall assign uniform deputies to the City of Maywood Park consistent with the Sheriff's scheduling and districting for other areas of the County. The Sheriff agrees to assign when possible, the same officers to the Maywood Park patrol as the normal patrol schedule allows. The Sheriff agrees to work with representatives of the City of Maywood Park to assure that the City receives consistent service.

- E. The Sheriff shall provide uniform patrol deputies for patrols of the streets within the City limits of the City of Maywood Park, at a minimum of four patrols per day. This service is in addition to those services described and provided by Section 1 A above. Such additional patrols shall be conducted during the hours mutually agreed upon by the City of Maywood Park and the Sheriff, seven days per week. The seven day aggregate time would total at least eight patrol hours. Any alterations to these hours <sup>shall</sup> only occur upon mutual written agreement between the Mayor of the City of Maywood Park and the Sheriff of Multnomah County.

It is agreed by the City of Maywood Park and the Sheriff that a portion of the aggregate weekly total hours will be devoted to traffic enforcement activities including the use of radar and other traditional traffic enforcement methods. The traffic enforcement activities will be focused on the main county and city streets within the city limits of the City of Maywood Park. It is agreed that upon mutual consultation, traffic enforcement may be directed upon special traffic problems as determined by the City of Maywood Park.

- F. The Sheriff agrees to provide follow-up investigation of reported criminal activities at a level not less than the follow-up investigation level provided to the unincorporated areas of Multnomah County.
- G. Any member of the Sheriff's Office assigned to law enforcement patrol or the additional specific neighborhood patrols within Maywood Park shall perform their duties in compliance with the operating procedures of the Multnomah County Sheriff's Office.

## II. CONTRACT ADMINISTRATION

- A. The Sheriff or his designated representative will represent the County in all matters pertaining to this agreement.

ORIGINAL

- B. The City designates its Mayor to represent the City in all matters pertaining to this agreement on behalf of the City.
- C. Any notice or notices provided for by this agreement or by law to be given or served upon the County Sheriff shall be given or served by letter deposited in the United States mail, postage prepaid, and addressed to the Sheriff, Multnomah County Sheriff's Office, 12240 NE Glisan, Portland, Oregon 97230.

Any notice or notices provided for by this agreement or by law to be given or served upon City may be given or served by letter deposited in United States mail, postage prepaid and addressed to the City of Maywood Park, P.O. Box 20344, Maywood Park, Oregon, 97220.

### III. CONTRACT COST

- A. This agreement shall be effective from the 1st day of July, 1991, and shall run through the 30th day of June, 1992. The City shall pay to the County for only the additional neighborhood patrols as provided at Section I E above at a rate of \$31.78 per hour for eight hours per week, 52 weeks of the fiscal year. The yearly total for 416 hours of patrol shall be \$13,220.48 per fiscal year, 7/1/91 to 6/30/92.

Payment of such services is to be made on a monthly basis, the first payment to be paid upon execution of this contract and each additional payment on the 10th day of each month thereafter.

- B. Scheduling, payment of salary, benefits, and all other employee rights shall be in compliance with the negotiated contract between the Multnomah County Deputy Sheriff's Association and Multnomah County.

### IV. REPORTS AND RECORDS

- A. The County agrees that non-criminal records generated under this contract shall be made available to the City to audit and examine. The City agrees that any audit shall be arranged by contacting the Sheriff or his representative at least 10 working days prior to the commencement of the audit and shall be conducted at any time during normal working hours.
- B. The Sheriff shall provide to City a monthly report that includes hours spent within the City, statistical reports on criminal occurrences, traffic activities, a synopsis of all activities to include special information that is of interest to the citizens of the City for the public safety, and current pertinent crime prevention information.

ORIGINAL

V. INDEMNIFICATION

- A. All personnel provided by the Sheriff in the performance of this contract shall be County officers and employees. The City shall have no liability for any salaries, wages, workmen's compensation, or incidental personal expenses to any County officers and employees engaged in such performance.
- B. The County shall assume the defense of and indemnify and hold harmless the City from and against all actions or claims against any County officers or employees for damages or losses arising out of or resulting from the performance of this agreement by such County officers and employees.
- C. The City shall not be called upon to assume any liability for the direct payment of any wages, salaries, or other compensation to any County personnel performing services hereunder for the City or for any liability other than that provided for in this agreement. Except as otherwise herein specified, City shall not be liable for the compensation or indemnity to any County employee for any injury or sickness arising out of his employment.
- D. Nothing contained in this agreement is intended to limit the remedy of either party against the other party, including claims under subrogation agreements within the party's insurance carrier, to recover damages to property or injury to persons caused by a party's negligence.

VI. AMENDMENTS OF SERVICE

- A. This agreement may be modified or amended by mutual agreement of the parties. Such changes include any increase or decrease in the level of service which is mutually agreed upon between County and City, shall be effective when incorporated in written amendments to this agreement and approved by both the City and the County.
  - 1. The City shall designate in writing a representative who would be authorized to request special emergency patrols or responses of the Multnomah County Sheriff's Office.
  - 2. The Sheriff shall designate a representative of the Sheriff's Office to address special requests from the City. The name of such a representative will be provided to the Mayor of Maywood Park.
- B. Such changes referred to in (A) shall require a 45 day advance notice from either party.

ORIGINAL

VII. RENEWAL/TERMINATION

- A. It is mutually agreed that in the event the parties to this agreement desire to renew this contract after the expiration thereof, they shall notify the other party within 90 days prior to its expiration.
- B. It is mutually agreed that either party to this agreement may terminate said agreement by giving 90 days written notice.

VIII. TERMS OF AGREEMENT

- A. This agreement shall be from the 1st day of July, 1991, and unless sooner terminated as provided herein shall terminate on the 30th day of June, 1992.

IN WITNESS WHEREOF, the City, adopted by its City Council, has ratified the execution of this contract by its Mayor and the County by order of its Board of County Commissioners has ratified the execution of this contract by the Sheriff of the County of Multnomah, this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

CITY OF MAYWOOD PARK

COUNTY OF MULTNOMAH, OREGON

BY:

BY:

Paul E Johnson  
Mayor

\_\_\_\_\_  
Sheriff

BY:

BY:

Jean Fawcett  
City Recorder

**RATIFIED**  
**Multnomah County Board**  
**of Commissioners**

July 18, 1991

APPROVED AS TO FORM:

REVIEWED:

[Signature]  
City Attorney

Sandra Duff for  
Lawrence Kressel

Meeting Date: JUL 18 1991

Agenda No.: R-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Extension of Painters' contract

BCC Informal 7/23/91  
(date)

BCC Formal 7/25/91  
(date)

DEPARTMENT Chair's Office

DIVISION Labor Relations

CONTACT Darrell Murray

TELEPHONE 248-5135

PERSON(S) MAKING PRESENTATION Darrell Murray

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: one minute

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: x

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

This is a request that the Board ratify a one year extension of the Painters' collective bargaining agreement, providing for a one year wage freeze through June 30, 1992. This presently effects two employees.

*7/19/91 originals to Darrell Murray*

(If space is inadequate, please use other side)

SIGNATURES:

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

Or

DEPARTMENT MANAGER Jim Manzy

(All accompanying documents must have required signatures)

BOARD OF  
COUNTY COMMISSIONERS  
1991 JUL 10 AM 8:27  
MULTNOMAH COUNTY  
OREGON

## CONTRACT EXTENSION

### I. Parties

The Parties to this contract extension are Multnomah County, Oregon (hereafter "County") and the Paint Makers, Sign, Display, Truck Painters and Allied Trades, Local 1094 of Washington and Oregon, AFL-CIO (hereafter "Union"). The Parties agree as follows:

### II. Purpose

The purpose of this contract extension is to add a fourth year to the 1988-91 collective bargaining agreement between the parties, and provide the applicable terms under which the extension is to occur.

### III. Terms Of Extension

Section 1. Article 21, Termination, of the 1988-91 collective bargaining agreement between the parties shall be amended to read as follows. (Language to be deleted is bracketed and language to be added is in boldface and underscored.)

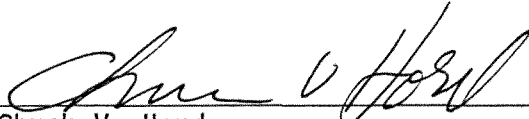
"This Agreement shall be effective as of the 1st day of July, 1988 and shall remain in full force and effect through the 30th day of June, [1991] 1992, and shall be automatically renewed from year to year thereafter, unless either party notifies the other in writing between January 1, [1991] 1992, and March 1, [1991] 1992, that it wishes to modify the contract for any reason. The contract shall remain in full force and effect during the period of negotiations."

Section 2. The following subsection shall be added to section 1 of ADDENDUM A of the 1988-91 collective bargaining agreement between the parties:

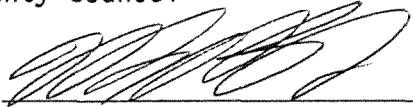
"e. The wage schedule in effect for County fiscal year 1990-91 for employees covered by the collective bargaining agreement between the parties shall remain in effect through June 30, 1992."

Done this \_\_\_\_ day of \_\_\_\_\_, 1991.

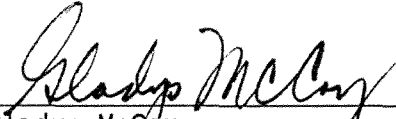
For the Union:

  
\_\_\_\_\_  
Chuck V. Hord  
Business Manager

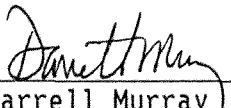
Reviewed By Laurence Kressel  
County Counsel

By   
\_\_\_\_\_  
Deputy County Counsel

For the County:

  
\_\_\_\_\_  
Gladys McCoy  
County Chair

Negotiated By:

  
\_\_\_\_\_  
Darrell Murray  
Deputy Labor Relations Manager

**RATIFIED**

**Multnomah County Board  
of Commissioners**

July 18, 1991

Meeting Date: July 18, 1991

Agenda No.: R-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

METRO Urban Growth Boundary Locational Adjustment for

SUBJECT: Tax Lot '4', Section 22, T1N-R1W

BCC Informal July 16, 1991  
(date)

BCC Formal July 18, 1991  
(date)

DEPARTMENT DES

DIVISION Planning and Development

CONTACT R. Scott Pemble

TELEPHONE 248-3182

PERSON(S) MAKING PRESENTATION \_\_\_\_\_

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: \_\_\_\_\_

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: xx

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

Metropolitan Service District Code requires counties to comment on Urban Growth Boundary (UGB) Locational Adjustments for areas within their jurisdiction. The City of Portland and HCW are co-applicants requesting a UGB adjustment by trading lands within Forest Park for land within unincorporated Multnomah County, i.e., Tax Lot '4', Section 22, T1N-R1W (the former Skyline Meadows site, RPD 1-90)

7/19/91 copy to R. Scott Pemble

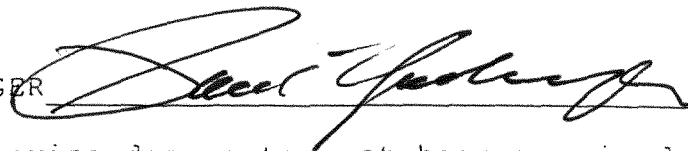
(If space is inadequate, please use other side)

SIGNATURES:

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

Or RSA

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



(All accompanying documents must have required signatures)

BOARD OF  
COUNTY COMMISSIONERS  
1991 JUL 11 AM 11:39  
MULTNOMAH COUNTY  
OREGON

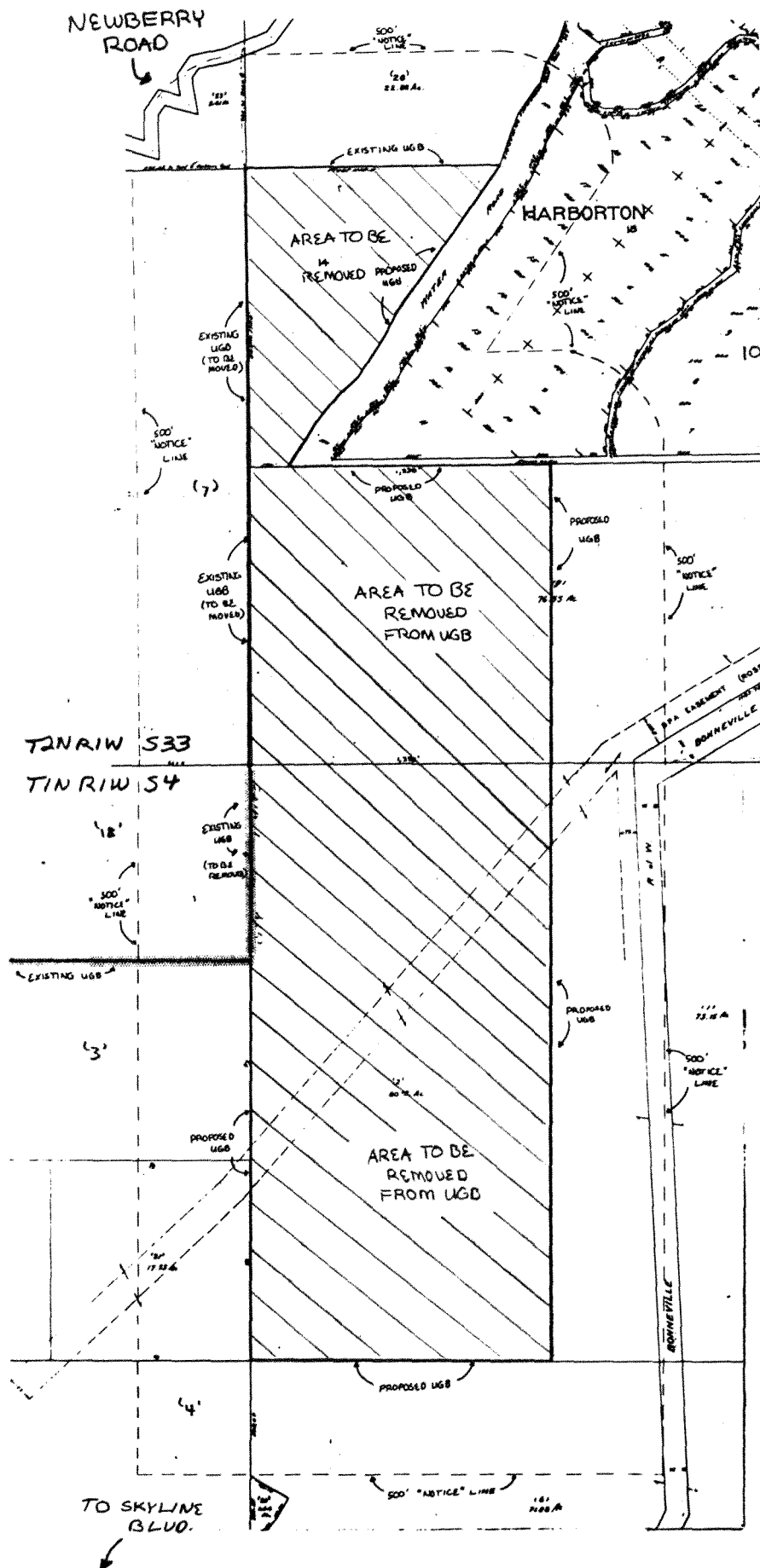
AREA PROPOSED FOR REMOVAL FROM UGB  
(139.8 ac.)

EXHIBIT A

7/18/91

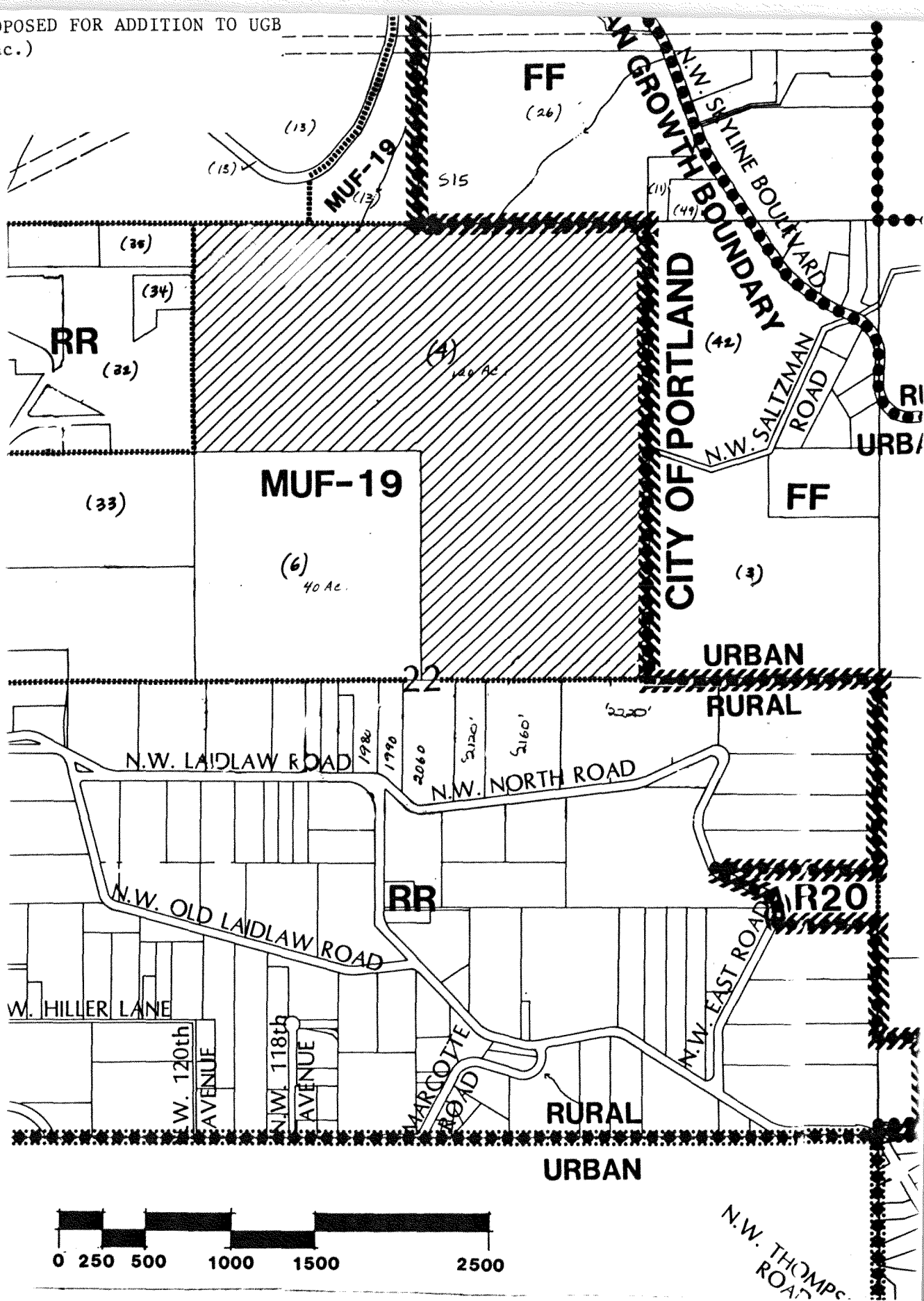
R-2 submission

(Richard Wittman)  
Testimony





AREA PROPOSED FOR ADDITION TO UGB  
(120.0 ac.)



AREA PROPOSED FOR REMOVAL



**NORTHWEST HILLS**  
Natural Area Protection Plan

AREA  
PROPOSED  
FOR  
ADDITION

COMPOSITE  
SITE MAP

Map  
**11**

7/18/91  
R-2 submission  
(Richard Wittman)  
Testimony

PRELIMINARY AGREEMENT

DATE: June 30, 1991

BETWEEN: THE CITY OF PORTLAND

(the "City")

AND: HGW, INC.

("HGW")

RECITALS:

1. HGW, or its successors or assigns (collectively "HGW"), owns certain real property located in Multnomah County, consisting of approximately 120 acres ("Parcel C"), as more particularly described in Exhibit A to this Preliminary Agreement. Parcel C is in an unincorporated area of Multnomah County, outside of the City's Urban Growth Boundary.

2. The City owns certain real property located in Multnomah County, consisting of approximately 140 acres (the "Forest Park Property"), as more particularly described in Exhibit B to this Preliminary Agreement. The Forest Park Property is located inside the City's Urban Growth Boundary. The City desires to remove the Forest Park Property from the City's Urban Growth Boundary, in order to further assure that no development incompatible with Forest Park occurs on or around the Forest Park Property.

3. Mr. Logan Ramsey owns certain real properties located in Multnomah County, including one property containing approximately 46 acres ("Parcel A") and another property containing approximately 73 acres ("Parcel B"), both of which are adjacent to Forest Park (collectively, the "Ramsey Properties").

4. HGW is willing to acquire and donate the Ramsey Properties to the City, if HGW can offset the cost of doing so by increasing the development potential of Parcel C and/or other properties owned, controlled or acquired by HGW. One means of increasing development potential is to include property within the City's Urban Growth Boundary.

AGREEMENTS:

The parties therefore agree as follows:

1. Joint Application to the Metropolitan Service District. HGW and the City agree to prepare and submit a joint application to the Metropolitan Service District ("Metro") for the removal of the Forest Park Property from the City's Urban Growth Boundary (the "UGB"), and for the addition of Parcel C to the UGB, pursuant to Section 3.01 of the Metro Code (the "Locational

Adjustment"). The exact area proposed to be added to be the UGB shall include all or a portion of Parcel C and/or other lands adjacent to Parcel C, but shall not exceed a total area of 120 acres, and shall be generally suited for urban development. The exact area proposed to be removed from the UGB shall include all or a portion of the Forest Park Property and/or other lands adjacent to the Forest Park Property, but shall not exceed 140 acres, nor be less than 120 acres, and shall be generally suitable for resource use. HGW shall be responsible for preparing the application to Metro, and shall pay that portion of the application fee corresponding to the area proposed to be added to the UGB. The City will sign the application as a co-applicant, shall assist HGW in preparing the application to the extent reasonably necessary, shall provide testimony in support of the application to the extent reasonably necessary, and shall pay that portion of the application fee corresponding to the area proposed to be removed from the UGB. HGW and the City agree that the applicants shall request that Metro approve the Locational Adjustment, subject to a condition that the amendments to the UGB shall take effect only upon HGW giving an assurance, reasonably satisfactory to the City, that Parcel A will be donated to the City.

2. Annexation of Parcel C to the City. Upon approval by Metro of the Locational Adjustment, HGW agrees to apply to the Portland Metropolitan Area Local Government Boundary Commission (the "PMALGBC") for annexation to the City of the property added to the UGB (the "Annexation"). The City agrees that, to the extent allowed by law, it will support the Annexation.

3. Donation of Parcel A to the City. Prior to the Locational Adjustment becoming final, HGW agrees to give an assurance, reasonably satisfactory to the City, that Parcel A will be donated to the City, by bargain and sale deed, for public park and conservation purposes, and for inclusion within the City's Forest Park. HGW's obligation to give said assurance to the City shall be contingent upon HGW reaching an agreement, reasonably satisfactory to HGW, with Mr. Logan Ramsey, regarding the donation and the consideration for said donation. The City agrees to accept the donation of Parcel A for public park and conservation purposes, and for inclusion within the City's Forest Park.

4. Purchase of Parcel B by HGW. HGW agrees to use its best efforts to acquire Parcel B prior to December 31, 1997. Any obligation of HGW to acquire Parcel B shall be contingent upon approval, by the City, of one or more Final PUD Plans and Subdivision Plats allowing for the transfer of thirty-six (36) units of residential density from Parcel B to other property or properties owned, controlled, or acquired by HGW (the "Receiving Properties"). The Receiving Properties shall be "Receiving sites," as defined in Section 33.575.030 of the City's Zoning Code, as adopted by the Portland City Council. The parties

Harry M. Auerbach, City Attorney (Deputy)

HGW:

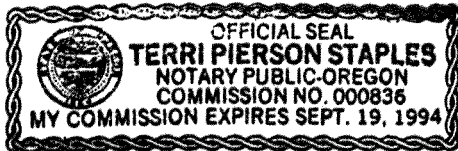
HGW, INC., an Oregon corporation

By *[Signature]*

Its *President*

STATE OF OREGON           )  
                                  ) ss.  
County of Multnomah )

The foregoing instrument was acknowledged before me on  
this 1<sup>st</sup> day of July, 1991 by *J. E. Bud Clark*,  
who is the *Mayor* of THE CITY OF PORTLAND, on behalf of  
the City.



*Terri Pierson Staples*  
Notary Public for Oregon,  
My Commission Expires: 9-19-94

STATE OF OREGON           )  
                                  ) ss.  
County of Multnomah )

The foregoing instrument was acknowledged before me on  
this 28<sup>th</sup> day of June, 1991 by *Romer A. Williams*,  
who is the *President* of HGW, INC., an Oregon corporation,  
on behalf of the corporation.

*Deborah Lynn Thompson*  
Notary Public for Oregon,  
My Commission Expires: 4-5-92

**EXHIBIT A**

**A parcel of land in the County of Multnomah and State of Oregon, more particularly described as follows:**

**The West one-half of the Northeast on-quarter and the Northeast one-quarter of the Northwest one-quarter of Section 22, Township 1 North, Range 1 West of the Willamette Meridian. Said property also being Tax Lot 4, 1N 1W Section 22, Multnomah County, and containing approximately 120 acres.**

# PROPOSED TO REMOVE FROM UGB

Tax Lot 2 1N 1W Section 4 (1916)

80 acres

Tax Lot 9 2N 1W Section 33 (1816)

40 of 76.55 acres

Block 14 Harborton (1816)

Est. 20 acres

**TOTAL**

**140 acres**

Jim Sjulín:sw  
June 14, 1991



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

In the Matter of a Proposed Metro Urban       )  
Growth Boundary Locational Adjustment       )     **RESOLUTION**  
(Trade) for Tax Lot '4', Section 22, T1N, R1W)     91-108

**WHEREAS**, the City of Portland and HGW have applied to Metro for a locational adjustment to the Urban Growth Boundary (UGB), proposing to trade 139.8 acres of Forest Park property within the UGB for 120 acres adjacent to, but outside of the UGB (*see Exhibits A & B*); and

**WHEREAS**, pursuant to Metro Code section 3.01, counties are requested to comment on proposed locational adjustments to the Urban Growth Boundary within their jurisdiction; and

**WHEREAS**, the proposed locational adjustment to the Urban Growth Boundary is entirely within Multnomah County and the Board is asked to respond to the proposal; and

**WHEREAS**, the City of Portland has designated Forest Park as Open Space for the purpose of providing outdoor recreation, scenic views and vistas and protecting sensitive and fragile environmental areas; and

**WHEREAS**, it is in keeping with State Land Use Goals and Guidelines and METRO's urban growth boundary policies, land within the UGB should be usable for urban purposes; and

**WHEREAS**, the property proposed for inclusion into the UGB is in an area of diverse existing and planned land uses, with both resource (farm and forest) and non-resource (urban and rural residential) uses; and

**WHEREAS**, RPD 1-90 considered a rural residential development of the property proposed for inclusion into the UGB; and

**WHEREAS**, RPD 1-90 was, in part, denied by the Board of County Commissioners because the site was deemed suitable for forestry purposes; and

**WHEREAS**, the Board of County Commissioners found in RPD 1-90 that the property proposed for inclusion into the UGB is in the path of urban development approaching from the east, south and west; and

**WHEREAS**, RPD 1-90 was, in part, denied by the Board of County Commissioners because the rural parcelization as then proposed would have precluded efficient potential future conversion to urban uses; and

WHEREAS, the State of Oregon Land Use Board of Appeals upheld the Board's decision on RPD 1-90;

THEREFORE BE IT RESOLVED, the Multnomah County Board supports the preservation of Forest Park as public open space intended to provide Portland area residents with outdoor recreation opportunities and preserve the area for wildlife and scenic values; and

BE IT FURTHER RESOLVED, the Multnomah County Board supports the use of resource lands for resource purposes unless determined appropriate for other uses; and

BE IT FURTHER RESOLVED, the Board of County Commissioner's requests the Metropolitan Service District, when considering the proposed boundary adjustment, to evaluate the effect of urbanization patterns on adjoining resource lands.

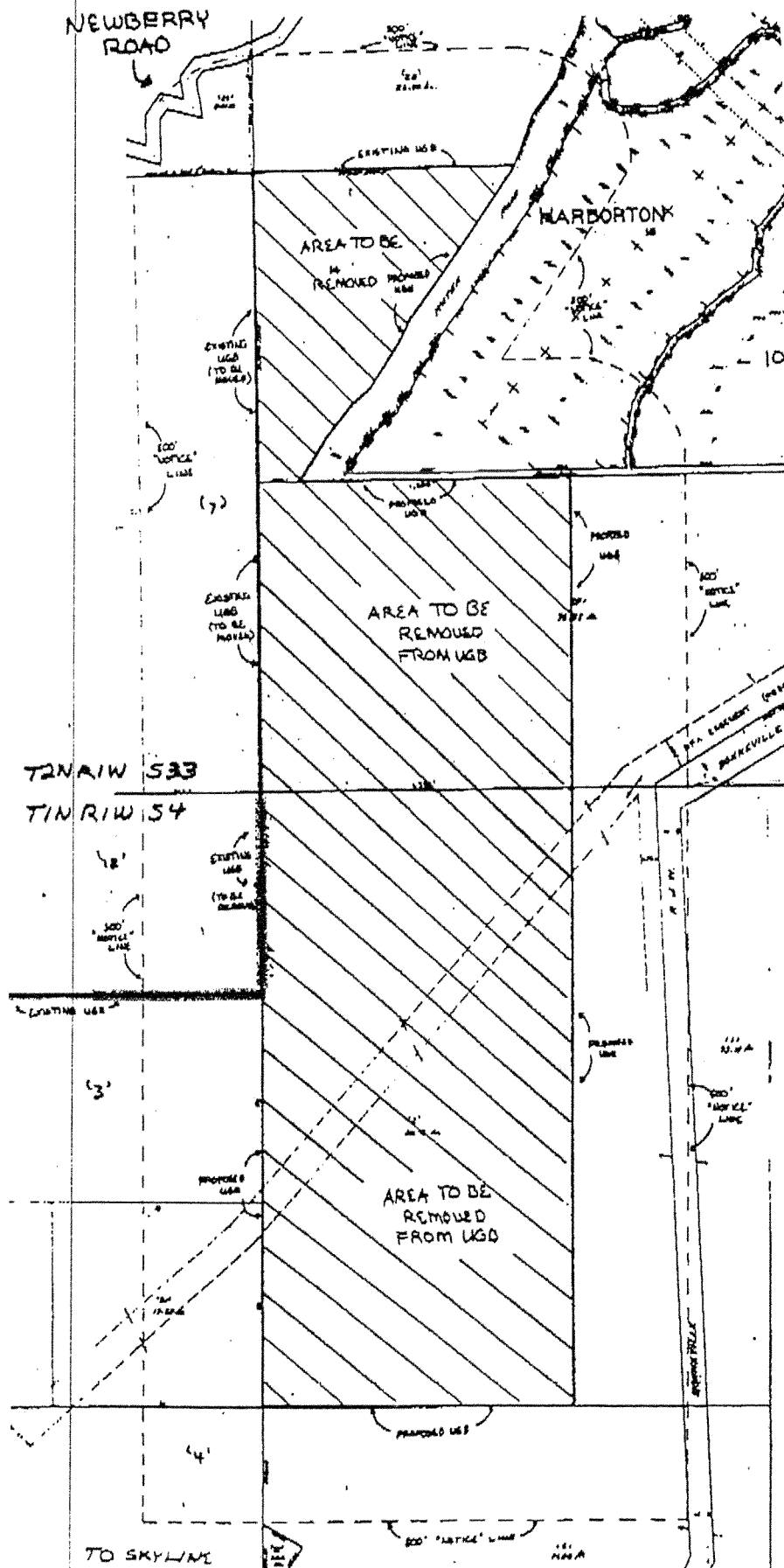
ADOPTED this 18th day of July, 1991.



By Gladys McCoy  
Gladys McCoy, County Chair  
MULTNOMAH COUNTY, OREGON

REVIEWED: John DuBay  
John DuBay, Chief Assistant County Counsel  
of Multnomah County, Oregon

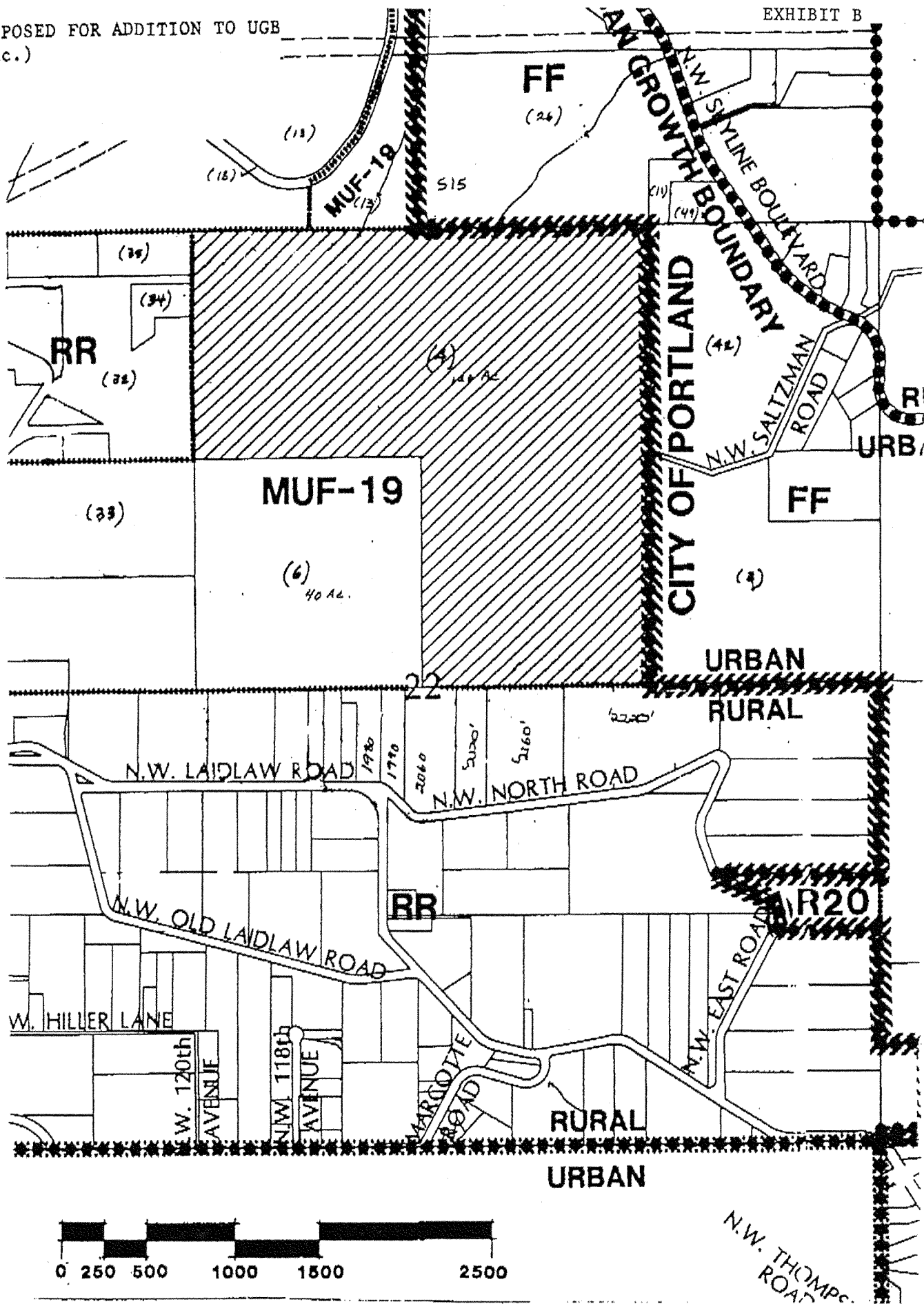
AREA PROPOSED FOR REMOVAL FROM UGB  
(139.8 ac.)



N

AREA PROPOSED FOR ADDITION TO UGB  
(120.0 ac.)

EXHIBIT B



Meeting Date: JUL 18 1991

Agenda No.: R-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Quitclaim interest in land underlying City Public Street  
to the City of Portland, Oregon.

BCC Informal \_\_\_\_\_ (date) \_\_\_\_\_ BCC Formal \_\_\_\_\_ (date) \_\_\_\_\_  
DEPARTMENT Environmental Services DIVISION Facilities Management  
CONTACT Bob Oberst TELEPHONE 248-3851  
PERSON(S) MAKING PRESENTATION Bob Oberst

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 Minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: \_\_\_\_\_

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

County conveyed Woods Park land to City in 1988 with provision for reversion of land to County if utilized for non-Park purposes. Adjacent landowner wishes to seek abandonment of Baird Street between has land and the Woods Park, acquire portion of abandoned street land accruing to Woods Park from the City and develop the Property (does not involve Woods Park land conveyed in 1988). See attached City letter. Need to clear street of possible reversion encumbrance.

(cont. to 7/25/91)

(If space is inadequate, please use other side)

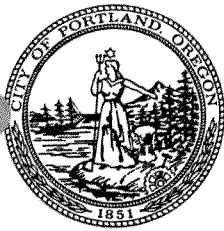
SIGNATURES:

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

Or

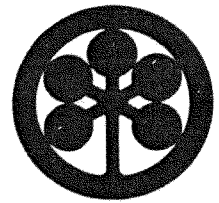
DEPARTMENT MANAGER R/p 

(All accompanying documents must have required signatures)



CITY OF PORTLAND  
BUREAU OF PARKS AND RECREATION

1120 S.W. 5TH, ROOM 1302  
PORTLAND, OREGON 97204-1933  
(503) 796-5193



MIKE LINDBERG, Commissioner

CHARLES JORDAN, Director

March 28, 1991

**MEMORANDUM**

To: Bob Oberst, Multnomah County Property Manager  
From: John Sewell, Park Planning Supervisor  
Subject: Woods Park and Vacation of SW Baird Street

Multnomah County conveyed to the City of Portland a deed for Woods Park in SW Portland. Conveyance occurred on June 30, 1988, through a Bargain and Sale Deed. A stipulation of the deed is that the property is to be used for park and recreational purposes or it shall revert to the grantor.

We are now faced with an issue affecting ownership which we need your support to resolve. A developer on the southern border of the park is platting a subdivision. As part of his development, he wishes to vacate a portion of SW Baird St., an unimproved street separating his property from the park. We support the street vacation, and we are willing to sell our part of vacated SW Baird to him. Our concern is that once the street is vacated the land reverts to us, but it also becomes part of Woods Park. By selling it and allowing the developer to use this portion of SW Baird, we do not want to jeopardize ownership of Woods Park.

Attached is a Quitclaim Deed to the property vacated. Would you consider taking this to the County Board for its consideration? If approved, I will take the deed to City Council for its acceptance.

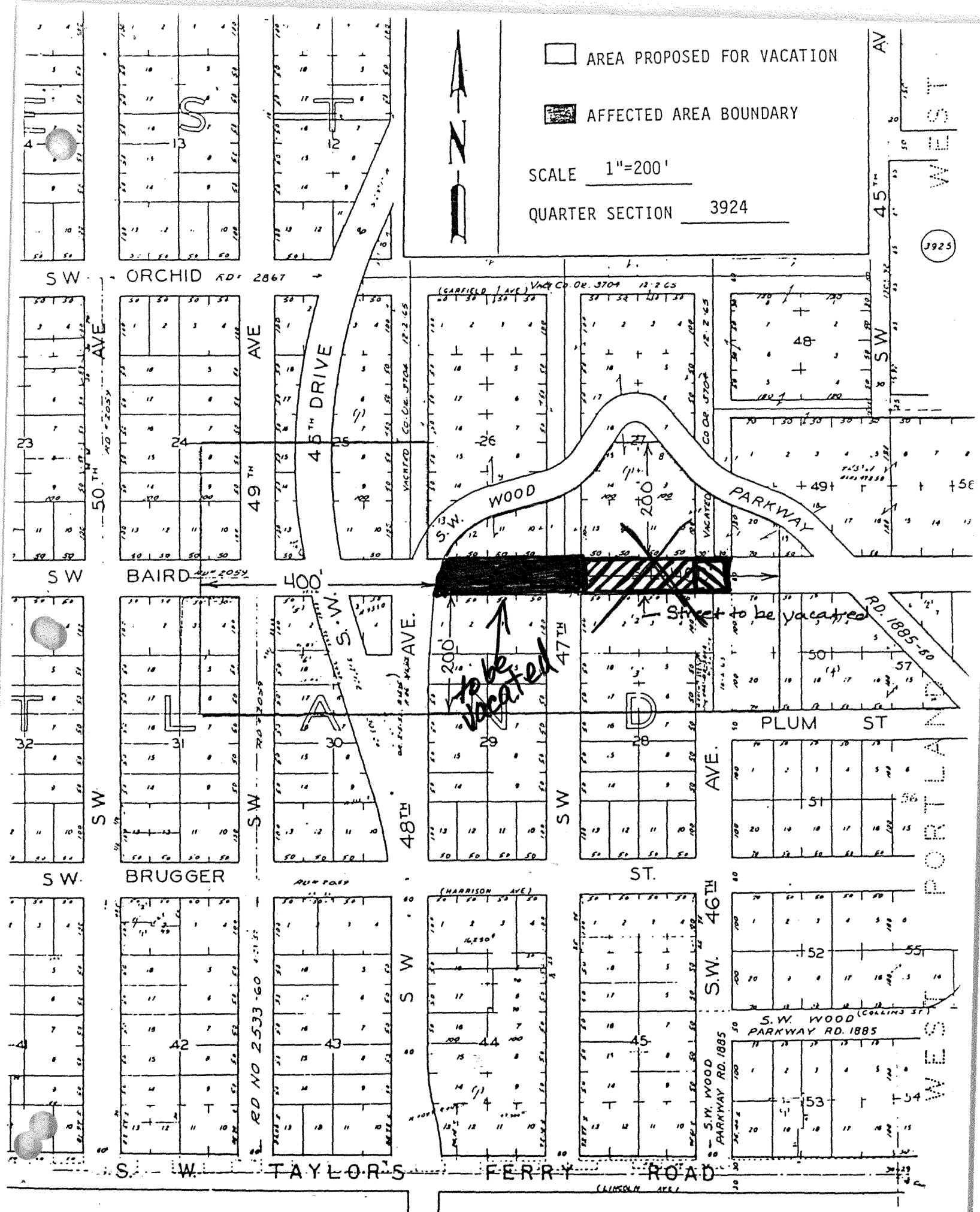
For your help in addition to enclosing the Quitclaim Deed, I have enclosed a drawing showing the portion of SW Baird to be vacated as well as our deed to the park.

Thank you for your consideration.

cc: Harry Auerbach  
Marcia VanOrman  
Michael G. Magnus

Attachments

1925



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Quitclaim to )  
the City of Portland of the interest, )  
if any, of Multnomah County in the )  
land underlying that part of S.W. ) ORDER  
Baird Street adjacent to Block 26, ) #  
West Portland and Lots 1 and 2, )  
Woods Parkway. )

This matter coming before the Board for the Quitclaim to the City of Portland of interest in land underlying a City Street; and

It appearing that, on June 30, 1988, Multnomah County conveyed to the City of Portland certain real property including Block 26, West Portland, subject to reversion to Multnomah County in the event the property is not used for park or recreational purposes; and

It appearing that the portion of S.W. Baird Street between S.W. 47th Avenue and S.W. 46th Avenue and adjacent to block 26, West Portland and Lots 1 and 2 Woods Parkway may be abandoned and the ownership thereof may devolve to the City of Portland as the owner of Woods Park; and

It appearing that the said reversionary clause in the conveyance of Block 26, West Portland may create a cloud on the title to the said portion of S.W., Baird Street that may devolve to the City of Portland and that this cloud on title would be detrimental to use and development of said property; and

It further appearing that it is in the best interest of Multnomah County to Quitclaim to the City of Portland its interest, if any, in land underlying said portion of S.W. Baird Street and described as follows:

That part of Baird Street lying between Lots 10-13, Block 26, West Portland and Lots 1 and 2, Woods Parkway, and S.W. 47th Street and S.W. 48th Street, Multnomah County, Oregon.

And the Board being at this time fully advised in the premises;



It is Ordered that Multnomah County's execution of said Quitclaim before the Board this date is approved; and that the Chair of the Board of County Commissioners be and she is hereby authorized and directed to execute the same on behalf of Multnomah County and deliver same to the City of Portland Bureau of Parks and Recreation.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

BOARD OF COUNTY COMMISSIONERS

MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Gladys McCoy  
Mulntomah County Chair

REVIEWED:

LAURENCE KRESSEL  
COUNTY COUNSEL

By \_\_\_\_\_

STATUTORY QUITCLAIM DEED

GRANTOR: Multnomah County, a political subdivision of the State of Oregon

GRANTEE: City of Portland, a municipal corporation of the State of Oregon

THE TRUE AND ACTUAL CONSIDERATION: NONE

DATED: March \_\_, 1991

Grantor releases and quitclaims to Grantee all right, title and interest in and to the following described real property:

That part of Baird Street lying between Lots 10-13, Block 26, West Portland and Lots 1 and 2, Woods Parkway, and S.W. 47th Street and S.W. 48th Street, Multnomah County, Oregon.

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.

IN WITNESS WHEREOF, Multnomah County, Oregon has caused these presents to be executed by the Chair of the Board of County Commissioners this \_\_\_\_\_ day of March, 1991.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Gladys McCoy  
Multnomah County Chair

APPROVED AS TO FORM:

Laurence Kressel, County Counsel  
For Multnomah County Oregon

By \_\_\_\_\_  
\_\_\_\_\_

STATE OF OREGON                    )  
                                      ) ss  
County of Multnomah                )

On this \_\_\_\_\_ day of March, 1991, before me a Notary Public in and for the County and State, personally appeared GLADYS McCOY, to me personally known, Chair of the Board of County Commissioners of Multnomah County, Oregon, to sign Official County documents and that the seal affixed to said instrument was signed and sealed on behalf of said County by authority of its Board of County Commissioners, and Gladys McCoy acknowledged said instrument to be the free act and deed of said County.

IN TESTIMONY WHEREOF, I have hereunto set my hand, affixed my official seal, the day and year first in this, my certificate written.

NOTARY:

AFTER RECORDING RETURN TO:

TAX STATEMENTS TO:

The City of Portland  
Attn: Mr. John Sewell  
1120 SW Fifth Avenue, Room 302  
Portland, Oregon 97204

mfmq\quitclaim.dee

Meeting Date JUL 18 1991

Agenda No. R-4

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Mutual Cooperation Agreement to form the Multnomah County Consortium  
under Cranston-Gonzalez National Affordable Housing Act 1992-94

BCC INFORMAL 7/18/91 BCC FORMAL 7/18/91  
(DATE) (DATE)

DEPARTMENT Environmental Services DIVISION Community Development

CONTACT Cecile Pitts TELEPHONE 248-5000

PERSON(S) MAKING PRESENTATION Cecile Pitts

ACTION REQUESTED

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON THE BOARD AGENDA 10 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN ☒

BRIEF SUMMARY (include statement of rationale for action requested,  
as well as personnel and fiscal/budgetary impacts, if applicable):

Review and take action on an Agreement to establish a consortium partnership  
under the federal HOME Investment Partnership program. Consortium is comprised  
of Multnomah County, Portland and Gresham.

*7/19/91 original to Cecile Pitts*

(If space is inadequate, please use other side)

SIGNATURES:

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

OR

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

(All accompanying documents must have required signatures)

BOARD OF  
COUNTY COMMISSIONERS  
1991 JUL 10 AM 11:01  
MULTNOMAH COUNTY  
OREGON

TO: Gladys McCoy, Chair  
Board of Commissioners

FROM: Cecile Pitts, Community Development Division

DATE: July 8, 1991

The National Affordable Housing Act was acted on in the fall of 1990. As part of this Act, a new block grant was established entitled the HOME Investment Partnership Program (HOME). The program distributes new housing funds on a formula basis to participating jurisdictions. Multnomah County can only qualify for HOME funds as part of an approved consortium. Title II recognizes the Multnomah County Urban County and the cities of Portland and Gresham as possible partners under the consortium arrangement.

Attached is a draft Mutual Agreement to create a HOME consortium partnership between Multnomah County, Portland, and Gresham. The agreement is based on interim regulations published by the federal Department of Housing and Urban Development, and is due to HUD by August 1. The Agreement contains the following provisions:

1. It pertains to the HOME Block Grant.
2. Portland will be the Representative Member (fiscal agent) for the grant.
3. Each consortium partner will be entitled to the its allocation of HOME funds as calculated by HUD.
4. The HOME allocation does not restrict the implementation of joint projects.

The Agreement is being reviewed by the legal departments of Portland, Gresham and Multnomah County. The final draft will be presented to the Board for action on the 18th. The Agreement is scheduled for action by the three partners during the week of July 15.

If you have questions or wish to discuss this further, please feel free to contact me.

Att

CC Portland HCD  
Gresham

**MUTUAL COOPERATION AGREEMENT  
TO FORM THE MULTNOMAH COUNTY CONSORTIUM  
UNDER THE  
NATIONAL AFFORDABLE HOUSING ACT  
Program Years 1992-1994**

This Agreement is entered into between Multnomah County, a political subdivision of the State of Oregon, the City of Gresham, and the City of Portland, municipal corporations of the State of Oregon within Multnomah County, for the cooperation of units of local government under the authority of ORS 190.010. It will become effective upon adoption by the parties and will continue until terminated as provided herein.

WHEREAS, the Congress of the United States of America has enacted the National Affordable Housing Act, Home Investment in Affordable Housing Program, as promulgated by the U.S. Dept. of HUD (hereinafter, HUD) in 24 CFR Part 92, allowing units of general local government to enter into mutual cooperation agreements to form a consortium for the purpose of obtaining funding as a participating jurisdiction under the HOME Investment Partnerships Program (HOME Program); and

WHEREAS, the signatory political subdivisions of this agreement have undertaken to develop a combined Comprehensive Housing Affordability Strategy (CHAS); and

WHEREAS, the signatory political subdivisions to this agreement have determined that obtaining funding under the HOME Program will increase their ability to provide affordable housing for their low and moderate income residents;

NOW, THEREFORE, the parties to this agreement do agree as follows:

**SECTION 1 - DEFINITIONS**

a. "Member" means a unit of local government which is a signatory to this agreement and therefore a member of the consortium for the purpose of carrying out eligible activities under 24 CFR Part 92.

b. "Representative Member" means the unit of local government designated hereafter as the one member to act in a representative capacity for all members for the purposes of this agreement. The Representative Member will assume overall responsibility for ensuring that the consortium's HOME Program is carried out in compliance with the requirements of 24 CFR Part 92; and will assume responsibility for the requirements concerning the Comprehensive Housing Affordability Strategy (CHAS).

**SECTION 2 - FUNDING**

Each member shall be entitled to the amount of HOME Program funding based on its percentage, as established by HUD formula, of the total allocation to the consortium. Members may choose to combine their entitlement allocations to carry out collaborative HOME activities.

### SECTION 3 - ACTIVITIES

a. The signatory parties agree to cooperate in undertaking, or assist in undertaking, housing assistance activities for the HOME Investment Partnerships Program in compliance with the local CHAS.

b. The signatory parties agree to take affirmative action to further fair housing in their jurisdictions. Such actions may include planning, education and outreach, and enforcement components.

### SECTION 4 - ADMINISTRATION

a. The City of Portland will be designated as the Representative Member and agrees to carry out such overall responsibilities with the cooperation of all members for this consortium in accordance with 24 CFR 92.101.

b. Each member agrees to carry out eligible activities in accordance with and to generally follow the requirements of 24 CFR Part 92.

c. Each member is responsible for submitting in a timely manner to the Representative Member all information necessary for participation in the consortium as defined in 24 CFR Part 92. This includes all information necessary for the CHAS, the program description and certifications (24 CFR 92.150), written agreements executed with subrecipients, and performance reports.

### SECTION 5 - TERMS OF THIS AGREEMENT

a. This agreement shall remain in full force and effect from the date of execution and approval by HUD for the period necessary to carry out all activities that will be funded from the three federal fiscal years: 1992, 1993, 1994. This is provided that the consortium qualifies as a participating jurisdiction under the HOME Investment Partnerships Program. The members are required to remain in the consortium and cannot terminate or withdraw during the entire period.

b. This agreement is executed in three (3) counterparts, each of which shall be deemed to be an original and all constituting together one and the same instrument.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_ 1991.

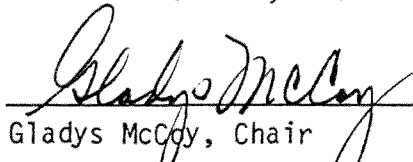
CITY OF PORTLAND

BOARD OF COUNTY COMMISSIONERS

MULTNOMAH COUNTY, OREGON

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

J.E. "Bud" Clark, Mayor

  
\_\_\_\_\_  
Gladys McCoy, Chair

CITY OF GRESHAM

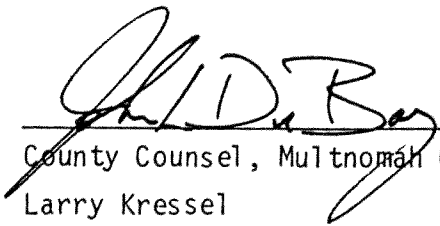
By: \_\_\_\_\_

Gussie McRobert, Mayor

I hereby find that the terms and provisions of this Agreement are fully authorized under state and local law and that the agreement provides full legal authority for the signatory parties to undertake or assist in undertaking HOME consortium activities.

---

Attorney for the City of Portland  
Jeffrey L. Rogers



---

County Counsel, Multnomah County  
Larry Kressel

---

Attorney for the City of Gresham  
Thomas Sponsler



Meeting Date JUL 18 1991

Agenda No. B-2

(Above space for Clerk's Office Use)

+ UNANIMOUS  
CONSENT ITEM

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Use Restrictions for Nehemiah Project.

BCC INFORMAL 7-18-91 BCC FORMAL 7-18-91  
(DATE) (DATE)

DEPARTMENT Environmental Services DIVISION Community Development

CONTACT John DuBay TELEPHONE 248-3138

PERSON(S) MAKING PRESENTATION John DuBay

ACTION REQUESTED

/ INFORMATIONAL ONLY /X/ POLICY DIRECTION / APPROVAL

ESTIMATED TIME NEEDED ON THE BOARD AGENDA 15 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN X

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

BACKGROUND On June 20, the Board authorized Gladys McCoy, Chair, to execute deed of transfer for the initial 60 properties identified for the federal Nehemiah Program administered by NECDC. The Board also directed staff to prepare a discussion of possible restrictions by which to ensure that the properties continue to provide affordable housing for lower income families for a period of time.

The purpose of this agenda item is to introduce a model of such restrictions and to comment on their implementation.

7/19/91 copies of CC Resolution to  
Cecile Pitts & John DuBay

(If space is inadequate, please use other side)

SIGNATURES:

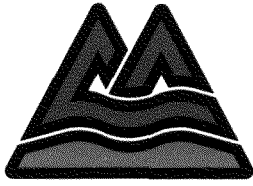
ELECTED OFFICIAL \_\_\_\_\_

OR

DEPARTMENT MANAGER 

(All accompanying documents must have required signatures)

1991 JUL 10 AM 11:01  
MULTIPLUMAH COUNTY  
OREGON  
CLERK OF  
COUNTY COMMISSIONERS



# MULTNOMAH COUNTY OREGON

OFFICE OF COUNTY COUNSEL  
1120 S.W. FIFTH AVENUE, SUITE 1530  
P.O. BOX 849  
PORTLAND, OREGON 97207-0849  
(503) 248-3138  
FAX 248-3377

BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY, CHAIR  
PAULINE ANDERSON  
RICK BAUMAN  
GARY HANSEN  
SHARRON KELLEY

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

TO: Gladys McCoy, Chair  
Pauline Anderson, Commissioner  
Rick Bauman, Commissioner  
Gary Hansen, Commissioner  
Sharron Kelley

FROM: John L. DuBay (106/1530)  
Chief Assistant County Counsel

DATE: July 11, 1991

SUBJECT: Restrictions on transfer of tax  
foreclosed property for housing projects

COUNTY COUNSEL  
LAURENCE KRESSEL

CHIEF ASSISTANT  
JOHN L. DUBAY

ASSISTANTS  
SANDRA N. DUFFY  
J. MICHAEL DOYLE  
GERALD H. ITKIN  
H.H. LAZENBY, JR.  
MATTHEW O. RYAN  
JACQUELINE A. WEBER  
MARK B. WILLIAMS

On June 20, the Board authorized transfer of 60 tax foreclosed properties to NECDC to assist the federal Nehemiah program. The Board also directed staff to prepare a discussion of possible restrictions to insure continued use of the properties as affordable housing for lower income families.

This memorandum provides a model of such restrictions and comment on their implementation.

Future use of the properties will be constrained to meet the following objectives:

- 1) Complete project construction within 36 months.
- 2) Maintain the properties until developed or transferred.
- 3) Use the properties for low to moderate income housing for stated periods of time.
- 4) Prohibit discrimination based on race, religion, sex, etc.
- 5) Prohibit reconveyances without prior approval, excepting conveyances to create liens to finance

construction and purchase by qualified low income buyers.

- 6) Protect any County security interest, e.g. pay taxes, keep insured, avoid liens, etc.

Standards to insure use as affordable housing for low/moderate income families

These standards address the third item listed above. They are proposed by staff and not required by any statute or regulation.

The properties may be used for 1) rentals, 2) special needs rentals, or 3) home ownership programs. The time periods for restrictions on future use by low/moderate income families depends on these three types of occupancies.

Rentals ----- 10 years

Special needs ----- 5 years

Ownership ----- 5 years occupancy by initial buyer

Qualification for occupancy would be considered at the time of initial occupancy for any type. That is, qualification will not be affected by changed circumstances of any occupant.

If use of rental properties is converted to home ownership, the restrictions would apply for five years but not exceeding 10 years from the date of first use in the program.

In all cases, use of the property for other than the restricted use would trigger the obligation to repay the County for any taxes for which the property was foreclosed, plus the County's costs of foreclosure and maintenance.

Enforcement Mechanisms

Staff proposes use of two methods. Provisions in the County's deeds would call for reversions to the County if either of the first two constraints are not met, i.e. the requirement for project completion within 24 months and maintenance by the Grantee agency until the first sale or occupancy.

All other constraints will be required conditions of a mortgage from the Grantee/Agency securing a promise to repay the canceled taxes and County's costs. If any owner should violate

Board of Commissioners  
July 11, 1991  
Page 3

any of the conditions, the County may demand payment of those amounts and foreclose the mortgage if not paid. The mortgage and note to the County would provide that the note will be canceled if the property is used by qualified occupants for the required times.

By including the constraints as conditions in a recorded mortgage, they will be binding on future owners of the properties and will show up as liens against the property in any title search incident to a transfer of the properties. Practically, this will provide a check against transfers to non-qualified purchasers, although not a foolproof prevention. Also, the mortgage document will not be effective to monitor compliance with the requirement that only qualified renters occupy the properties unless the mortgage includes provisions for periodic reporting by the owner.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of Amending Resolution  
91-85 by Changing Certain Transfer  
Document Requirements for the Nehemiah  
Housing Opportunity Program

RESOLUTION  
91-109

WHEREAS, on June 20, 1991, the Board of County Commissioners adopted Resolution 91-85 authorizing transfers of various taxed-foreclosed properties to Northeast Community Development Corporation ("NECDC") to aid the Nehemiah Housing Opportunity Program; and

WHEREAS, Section 3 of Resolution 91-85 requires certain conditions in the transfer deeds that will interfere with construction financing necessary for the Nehemiah Housing Opportunity Program; and

WHEREAS, the County can be assured properties conveyed to NECDC will be developed to foster affordable housing for low to middle income families by other methods to fulfill the purposes described in Resolution 91-85.

NOW THEREFORE BE IT RESOLVED:

1. Section 3 of Resolution 91-85 is deleted in its entirety and the following substituted in lieu thereof:

"Transfers of property to NECDC for the Nehemiah Housing Opportunity Program shall be subject to the following conditions:

"(a) Grantee shall execute and deliver to Multnomah County a security interest document, either a mortgage or real property trust deed, satisfactory to County, as security for performance by grantee, its successors and assigns, of the obligation to pay to Multnomah County the sum of all canceled real property taxes, the cost of foreclosure attributable to the tract conveyed, and maintenance costs incurred by the County prior to transfer, if:

"(i) The tract is conveyed to persons or entities not qualified for housing assistance under the Nehemiah Housing Opportunity Program (NHOP);

"(ii) Renovation, rehabilitation, or construction of housing eligible for federal assistance under NHOP is not completed within 36 months after the date of the

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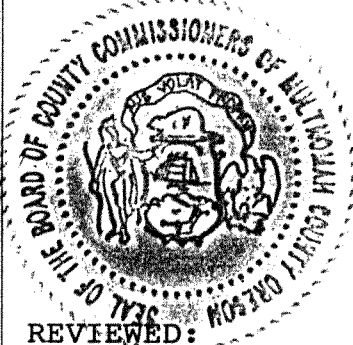
conveyance; or

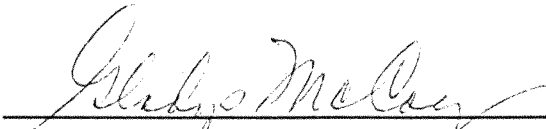
"(iii) NECDC becomes ineligible to receive federal funds for operations under NHOP."


2. The Chair is authorized to execute such agreements as are necessary to subordinate the security interest described in Paragraph 1 above to any lien necessary to secure construction financing for renovation, rehabilitation, or construction under the Nehemiah Housing Opportunity Program.

3. When NECDC transfers the property to a purchaser qualified under NHOP, the County will cancel the obligation to repay canceled taxes and costs, and execute such documents as are necessary to release the lien.

ADOPTED this 18th day of July, 1991.



  
\_\_\_\_\_  
Gladys McCoy, Chair  
Multnomah County, Oregon

REVIEWED: \_\_\_\_\_  
By   
\_\_\_\_\_  
John L. DuBay, Deputy County Counsel  
For Multnomah County, Oregon

O:\FILES\001JLD.RES\dp

07/18/91:1

MULTNOMAH COUNTY COUNSEL  
1120 S.W. Fifth Avenue, Suite 1530  
P.O. Box 849  
Portland, Oregon 97207-0849  
(503) 248-3138