

ANNOTATED MINUTES

Tuesday, December 29, 1992 - 9:00 AM
Multnomah County Courthouse, Room 602

REGULAR MEETING

Chair Gladys McCoy convened the meeting at 9:02 a.m., with Vice-Chair Sharron Kelley, Commissioners Pauline Anderson and Rick Bauman present.

CHAIR McCOY PRESENTED MULTNOMAH COUNTY
COMMEMORATIVE PLAQUES TO COMMISSIONERS PAULINE
ANDERSON AND RICK BAUMAN.

CONSENT CALENDAR

UPON MOTION OF COMMISSIONER KELLEY, SECONDED
BY COMMISSIONER ANDERSON, THE CONSENT CALENDAR,
(C-1 THROUGH C-9) WAS UNANIMOUSLY APPROVED.

DEPARTMENT OF HEALTH

- C-1 Ratification of Amendment No. 1 to Intergovernmental Agreement, Contract 103982, Between Multnomah County and the Oregon Department of Human Resources, Office of Medical Assistance Programs, Extending the Physician Care Organization Agreement for the Period January 1, 1993 to January 30, 1993
- C-2 Ratification of Intergovernmental Agreement, Contract 201313, Between Multnomah County and the Oregon Department of Human Resources, Adult and Family Services Division, wherein Multnomah County will be Compensated for Providing Medical Services for Refugees in the Refugee Early Employment Program, for the Period October 1, 1992 to September 30, 1993
- C-3 Ratification of Intergovernmental Agreement, Contract 201323, Between Multnomah County and the Oregon Health Division, wherein the State will Provide Research, Technical Assistance, Reporting and Grant Writing Services in Connection with Multnomah County's HIV Prevention in Women and Infants Grant, for the Period October 1, 1992 to September 30, 1993

DEPARTMENT OF SOCIAL SERVICES

- C-4 Ratification of Intergovernmental Agreement, Contract 100073, Between Multnomah County Mental Health, Youth and Family Services Division's Office of Child and Adolescent Mental Health and Clackamas County, Providing Day Treatment Services for Partners Project Clients, for the Period January 1, 1993 to June 30, 1993

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-5 ORDER in the Matter of the Sale of a Tax-Foreclosed Property to the PORTLAND DEVELOPMENT COMMISSION for

Low-Income Housing Purposes [10001 N WILLAMETTE BLVD]

ORDER 92-234.

C-6 ORDER in the Matter of the Execution of Deed D930755 for Certain Tax Acquired Property to THE CITY OF PORTLAND, PORTLAND DEVELOPMENT COMMISSION [10001 N WILLAMETTE BLVD]

ORDER 92-235.

C-7 ORDER in the Matter of Contract 15718 for the Sale of Certain Real Property to BERTHA L. HARMON

ORDER 92-236.

C-8 ORDER in the Matter of the Execution of Deed D930832 Upon Complete Performance of a Contract to FERN CRANSHAW, Personal Representative of the Estate of PHILIP B. BURNETTE, JR

ORDER 92-237.

C-9 ORDER in the Matter of Cancellation Land Sales Contract 15555 Between Multnomah County, Oregon and RONALD E. TAYLOR Upon Default of Payments and Performance of Covenants

ORDER 92-238.

Commissioner Gary Hansen arrived at 9:05 a.m.

REGULAR AGENDA

JUSTICE SERVICES

DISTRICT ATTORNEY

R-1 Budget Modification DA #10 Requesting Authorization to Add \$70,469 to the District Attorney's Budget, to Establish a Neighborhood Based Prosecution Program in the Central Business District, Pursuant to an Agreement Between Multnomah County and the Association for Portland Progress

MICHAEL SCHRUNK EXPLANATION AND RESPONSE TO BOARD QUESTIONS. UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, CONSIDERATION OF AN INTERGOVERNMENTAL AGREEMENT WAS UNANIMOUSLY APPROVED. UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, THE BOARD APPROVED BY ROLL CALL, UNANIMOUS CONSENT VOTE, RATIFICATION OF INTERGOVERNMENTAL AGREEMENT, CONTRACT 700093, BETWEEN MULTNOMAH COUNTY AND THE ASSOCIATION FOR PORTLAND PROGRESS, PROVIDING FUNDING FOR A NEIGHBORHOOD BASED PROSECUTION PROJECT IN THE CENTRAL BUSINESS DISTRICT. UPON MOTION OF COMMISSIONER ANDERSON, SECONDED BY COMMISSIONER KELLEY, R-1 WAS UNANIMOUSLY APPROVED.

SHERIFF'S OFFICE

R-2 In the Matter of a Letter of Intent to Apply to the Community Investment Fund of the United Way of the Columbia-Willamette, for Grant Funds to Support a Pilot Program Entitled "REACHING INMATES' CHILDREN"

JOHN SCHWEITZER EXPLANATION AND RESPONSE TO BOARD QUESTIONS. UPON MOTION OF COMMISSIONER ANDERSON, SECONDED BY COMMISSIONER KELLEY, R-2 WAS UNANIMOUSLY APPROVED.

R-3 RESOLUTION in the Matter of a Housing Allowance for Chaplains Serving the County Jails

LARRY AAB EXPLANATION AND RESPONSE TO BOARD QUESTIONS. UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, RESOLUTION 92-239 WAS APPROVED WITH COMMISSIONERS KELLEY, HANSEN AND McCOY VOTING AYE AND COMMISSIONERS ANDERSON AND BAUMAN VOTING NO.

R-4 Budget Modification MCSO #6 Requesting Authorization to Restore Funds to Pay for Operation of the Courthouse Jail, for the Period January 1, 1993 to June 30, 1993

LARRY AAB AND MARK CAMPBELL EXPLANATION AND RESPONSE TO BOARD QUESTIONS. UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, R-4 WAS APPROVED WITH COMMISSIONERS ANDERSON, KELLEY, HANSEN AND McCOY VOTING AYE AND COMMISSIONER BAUMAN VOTING NO.

R-5 Budget Modification MCSO #7 Requesting Authorization to Reduce Sheriff's Office Professional Services Appropriation by \$50,000, Reducing the Amount Paid for the Emergency Communications Contract

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, R-5 WAS UNANIMOUSLY APPROVED.

R-6 Budget Modification MCSO #8 Requesting Authorization to Increase Inverness Jail Serial Levy Revenue, Appropriating Revenue for Work Crews, and Increasing the Appropriation for the Immigration and Naturalization Service

LARRY AAB EXPLANATION AND RESPONSE TO BOARD QUESTIONS. UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, R-6 WAS APPROVED WITH COMMISSIONERS ANDERSON, KELLEY, HANSEN AND McCOY VOTING AYE AND COMMISSIONER BAUMAN VOTING NO.

The regular meeting was recessed at 9:39 a.m. and reconvened at 2:30 p.m. with all Commissioners present.

DEPARTMENT OF SOCIAL SERVICES

R-7 First Reading of an ORDINANCE Relating to the Status of Certain Employees Whose Functions are Being Transferred to

Multnomah County

ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. REX SURFACE, SUSAN CLARK AND JOHN DuBAY EXPLANATION AND RESPONSE TO BOARD QUESTIONS. UPON MOTION OF COMMISSIONER BAUMAN, SECONDED BY COMMISSIONER HANSEN, THE ADDITION OF EMERGENCY CLAUSE LANGUAGE WAS UNANIMOUSLY APPROVED. UPON MOTION OF COMMISSIONER BAUMAN, SECONDED BY COMMISSIONER HANSEN, ORDINANCE 747 WAS UNANIMOUSLY APPROVED AS AMENDED. [AN ORDINANCE RELATING TO THE STATUS OF CERTAIN EMPLOYEES WHOSE FUNCTIONS ARE BEING TRANSFERRED TO MULTNOMAH COUNTY, AND DECLARING AN EMERGENCY].

- R-8 RESOLUTION in the Matter of Establishing the Multnomah County Detention Reform Committee to Implement the Annie E. Casey Foundation Planning Grant

MARIE EIGHMEY EXPLANATION AND RESPONSE TO BOARD QUESTIONS. UPON MOTION OF COMMISSIONER ANDERSON, SECONDED BY COMMISSIONER KELLEY, RESOLUTION 92-240 WAS UNANIMOUSLY APPROVED.

- R-9 Ratification of Intergovernmental Agreement, Contract 103693, Between the City of Portland and Multnomah County, wherein the County Provides Weatherization Services in City-Targeted Neighborhoods, in Conjunction with County-Operated Weatherization Programs for Low Income Households, for the Period October 12, 1992 to August 30, 1993

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER ANDERSON, R-9 WAS UNANIMOUSLY APPROVED.

- R-10 Budget Modification DSS #36 Requesting Authorization to Increase the Housing and Community Services Division's Temporary Personnel Line by \$8,000 of City of Portland Block by Block Weatherization Funds

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER ANDERSON, R-10 WAS UNANIMOUSLY APPROVED.

- R-11 Budget Modification DSS #37 Requesting Authorization to Reclassify an Office Assistant II to a Data Technician Position, within the Juvenile Justice Division Information Systems Unit

MARIE EIGHMEY EXPLANATION AND RESPONSE TO BOARD QUESTIONS. UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER BAUMAN, R-11 WAS UNANIMOUSLY APPROVED.

- R-12 Budget Modification DSS #38 Requesting Authorization to Increase Budgeted Revenues in the Mental Health, Youth and Family Services Division Developmental Disabilities

Operations and Contracts Budgets by \$161,518, to Reflect the Current Grant Award from the State Mental Health Division

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER ANDERSON, R-12 WAS UNANIMOUSLY APPROVED.

- R-13 Budget Modification DSS #39 Requesting Authorization to Increase Budgeted Revenues in the Mental Health, Youth and Family Services Division Developmental Disabilities Case Management Budget by \$254,351, to Reflect the Current Grant Award from the State Mental Health Division

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER ANDERSON, R-13 WAS UNANIMOUSLY APPROVED.

- R-14 Budget Modification DSS #41 Requesting Authorization to Transfer State Funds within the Mental Health, Youth and Family Services Division, Emotional Disabilities Program, from Org 1305 Contracts to the Newly Created Org 1381, to Provide Involuntary Commitment Program Investigations

UPON MOTION OF COMMISSIONER BAUMAN, SECONDED BY COMMISSIONER ANDERSON, R-14 WAS UNANIMOUSLY APPROVED.

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-15 RESOLUTION in the Matter of the Acquisition of the WALNUT PARK BUILDING for County Purposes and Approval of Related Documents

DWAYNE PRATHER, PATRICIA SHAW AND BOB OBERST EXPLANATION AND RESPONSE TO BOARD QUESTIONS. TESTIMONY AND RESPONSE TO BOARD COMMENTS FROM FRANK GEARHART. UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER ANDERSON, RESOLUTION 92-241 WAS UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL
MANAGEMENT SUPPORT

- R-16 RESOLUTION in the Matter of Authorizing the Issuance and Negotiated Sale of Series 1993A Certificates of Participation, Authorizing the Certificates Purchase Agreement, the Lease Purchase and Escrow Agreement and the Preliminary and Final Official Statement, and Designating an Authorized Officer

UPON MOTION OF COMMISSIONER BAUMAN, SECONDED BY COMMISSIONER ANDERSON, RESOLUTION 92-242 WAS UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

- R-17 Request for Authorization for Multnomah County to Administer the Historic Columbia River Interpretive Panels

Project Grant

SHARON TIMKO EXPLANATION AND RESPONSE TO BOARD QUESTIONS. UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, R-17 WAS UNANIMOUSLY APPROVED.

- R-18 RESOLUTION in the Matter of an Intergovernmental Agreement with the Portland School District and the City of Portland Designating PILOT Fund Use and Transferring Title to Dickinson Park and Kennedy School (Continued from December 17, 1992)

BOARD DISCUSSION. UPON MOTION OF COMMISSIONER BAUMAN, SECONDED BY COMMISSIONER HANSEN, RESOLUTION 92-243 WAS UNANIMOUSLY APPROVED.

- R-19 RESOLUTION in the Matter of Supporting a Three Lane Design for SE Foster Road Between 122nd and 136th and Urging Improvements to Occur in the Spring and Summer as Originally Scheduled

BOARD DISCUSSION AND COMMENTS. TESTIMONY FROM GAIL GILLILAND. UPON MOTION OF COMMISSIONER BAUMAN, SECONDED BY COMMISSIONER HANSEN, RESOLUTION 92-244 WAS UNANIMOUSLY APPROVED.

- R-20 RESOLUTION in the Matter of Naming 160 Acres of Old Growth Forest within Oxbow Park "THE PAULINE ANDERSON FOREST"

RESOLUTION READ. UPON MOTION OF COMMISSIONER BAUMAN, SECONDED BY COMMISSIONER HANSEN, RESOLUTION 92-245 WAS UNANIMOUSLY APPROVED. COMMISSIONER BAUMAN ADVISED THE DEDICATION CEREMONY IS SET FOR 10:30 AM, WEDNESDAY, DECEMBER 30, 1992.

- R-21 RESOLUTION in the Matter of Recognizing Commissioner Rick Bauman for his Considerable Contributions

RESOLUTION READ. UPON MOTION OF COMMISSIONER ANDERSON, SECONDED BY COMMISSIONER HANSEN, RESOLUTION 92-246 WAS APPROVED WITH COMMISSIONERS ANDERSON, KELLEY, HANSEN AND McCOY VOTING AYE AND COMMISSIONER BAUMAN ABSTAINING.

PUBLIC COMMENT

- R-22 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.

TOM FRONK EXPLANATION AND RESPONSE TO BOARD QUESTIONS. UPON MOTION OF COMMISSIONER ANDERSON, SECONDED BY COMMISSIONER HANSEN, CONSIDERATION OF AN INTERGOVERNMENTAL AGREEMENT WAS UNANIMOUSLY APPROVED. UPON MOTION OF COMMISSIONER BAUMAN, SECONDED BY COMMISSIONER ANDERSON, THE BOARD APPROVED BY ROLL CALL,

UNANIMOUS CONSENT VOTE, RATIFICATION OF INTERGOVERNMENTAL AGREEMENT, CONTRACT 200923, BETWEEN THE OREGON OFFICE OF MEDICAL ASSISTANCE PROGRAMS AND MULTNOMAH COUNTY, PROVIDING REIMBURSEMENT FOR HIV TARGETED CASE MANAGEMENT PROGRAM SERVICES.

There being no further business, the regular meeting was adjourned at 3:40 p.m.

OFFICE OF THE BOARD CLERK
for MULTNOMAH COUNTY, OREGON

By Deborah C. Coustard

Tuesday, December 29, 1992 - 9:40 AM
Multnomah County Courthouse, Room 602

BOARD BRIEFING

B-1 Citizen Involvement Committee Annual Report. Presented by Citizen Involvement Committee Chair Michael Schultz and Executive Director John Legry.

MR. LEGRY ADVISED A BOARD BRIEFING ON THE DEDICATED FUND REVIEW WILL BE SCHEDULED IN MARCH.

Tuesday, December 29, 1992 - 9:50 AM
Multnomah County Courthouse, Room 602

PLANNING ITEMS

Chair Gladys McCoy convened the meeting at 9:50 a.m., with Vice-Chair Sharron Kelley, Commissioners Pauline Anderson and Rick Bauman present.

P-1 C 6-92 Second Reading and Possible Adoption of an ORDINANCE Amending the Comprehensive Framework Plan Map, the Comprehensive Framework Plan Text, and Sectional Zoning Maps to Recognize and Implement the Columbia River Gorge National Scenic Area.

ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. STAFF SUBMITTED COPIES OF THE MANAGEMENT PLAN, MAPS AND ZONING CODE REVISION AMENDMENTS MADE AT THE FIRST READING. EXPLANATION AND RESPONSE TO BOARD QUESTIONS BY BOB HALL. COMMISSIONER ANDERSON MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF THE SECOND READING OF THE ORDINANCE. TESTIMONY FROM GARY KAHN, FRIENDS OF THE COLUMBIA GORGE. COMMISSIONER ANDERSON MOVED, SECONDED BY COMMISSIONER BAUMAN, AMENDMENTS WHICH WILL KEEP THE GORGE CONSISTENT WITH THE REST OF THE

COUNTY COMPREHENSIVE PLAN. DISCUSSION AND RESPONSE TO BOARD QUESTIONS WITH PETER LIVINGSTON, BOB HALL AND SCOTT PEMBLE.

At 10:15 a.m., motions and discussion were carried over to 2:15 p.m.

SCOTT PEMBLE, BOB HALL AND PETER LIVINGSTON DISCUSSION AND RESPONSE TO BOARD QUESTIONS. UPON MOTION OF COMMISSIONER ANDERSON, SECONDED BY COMMISSIONER BAUMAN, THE BOARD UNANIMOUSLY APPROVED AN AMENDMENT TO THE GORGE AGRICULTURE ZONE WHICH WOULD MAKE IT CONSISTENT WITH THE COUNTY'S EXISTING EXCLUSIVE FARM USE DISTRICT; AN AMENDMENT TO THE GORGE FOREST ZONES REQUIRING A GRID TEST AS PRESCRIBED UNDER GOAL 4; AND CLARIFICATION LANGUAGE TO PAGE 37 OF THE GORGE SPECIAL FOREST AREA. UPON MOTION OF COMMISSIONER BAUMAN, SECONDED BY COMMISSIONER KELLEY, IT WAS UNANIMOUSLY APPROVED THAT A THIRD READING BE SCHEDULED FOR THURSDAY, JANUARY 7, 1993. COMMISSIONER KELLEY ADVISED SHE WILL INTRODUCE A TECHNICAL AMENDMENT TO THE PROPOSED ORDINANCE IN JANUARY.

P-2 C 9-92 PUBLIC HEARING - ON THE RECORD - 30 MINUTES ORAL ARGUMENT PER SIDE. Review the Planning Commission Decision of November 16, 1992, in the Matter of a Comprehensive Plan Amendment (Inventory of Significant Historic Resources) for the Bridal Veil Site at BRIDAL VEIL ROAD AND EAST CROWN POINT HIGHWAY.

EX PARTE CONTACT DISCLOSURE BY BOARD. SANDY MATTHEWSON PRESENTATION AND RESPONSE TO BOARD QUESTIONS. TESTIMONY AND RESPONSE TO BOARD QUESTIONS FROM CHRIS BECK, CHUCK ROLLINS, MIKE BYRNES, SHAR PROHASKA, ALFRED STAEHLI, LAUREL SLATER, NANCY RUSSELL, STEVE ABEL AND BOWEN BLAIR.

The meeting was recessed at 11:25 a.m. and reconvened at 11:30 a.m. with all Commissioners present.

COMMISSIONER HANSEN MOVED, SECONDED BY COMMISSIONER KELLEY, TO AFFIRM THE PLANNING COMMISSION DECISION. FOLLOWING DISCUSSION, COMMISSIONER BAUMAN MOVED, SECONDED BY COMMISSIONER ANDERSON, TO AMEND THE PREVIOUS MOTION AND SUBSTITUTE THE COMPROMISE REACHED BY THE CROWN POINT COUNTRY HISTORIC SOCIETY AND TRUST FOR PUBLIC LANDS AND ACCOMPANYING FINDINGS. VOTE ON THE AMENDMENT FAILED WITH COMMISSIONER BAUMAN VOTING AYE AND COMMISSIONERS ANDERSON, KELLEY, HANSEN AND MCCOY VOTING NO. VOTE ON THE MOTION TO AFFIRM THE PLANNING COMMISSION DECISION WAS APPROVED, WITH COMMISSIONERS ANDERSON, KELLEY, HANSEN AND MCCOY VOTING AYE AND COMMISSIONER BAUMAN VOTING NO. DISCUSSION CONCERNING ADOPTION OF THE

PLANNING COMMISSION FINDINGS. UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, ORDER 92-247 IN THE MATTER OF AMENDING THE COMPREHENSIVE FRAMEWORK PLAN TO INCLUDE BRIDAL VEIL IN THE COUNTY INVENTORY OF HISTORIC RESOURCES WAS APPROVED, WITH COMMISSIONERS ANDERSON, KELLEY, HANSEN AND McCOY VOTING AYE AND COMMISSIONER BAUMAN VOTING NO. THE BOARD ENCOURAGED THE PARTIES TO CONTINUE COMPROMISE EFFORTS.

The meeting was recessed at 12:20 p.m. and reconvened at 1:35 p.m. with all Commissioners present.

The Following December 7, 1992 Decisions of the Planning and Zoning Hearings Officer are Reported to the Board for Review and Affirmation:

P-3 CU 23-92 APPROVAL, SUBJECT TO CONDITIONS, Development of a Five-Acre Lot of Record with a Non-Resource Related Single Family Residence, for Property Located at 19102 NW LOGIE TRAIL ROAD.

DECISION READ, NO APPEAL FILED, UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, DECISION UNANIMOUSLY AFFIRMED.

P-4 HV 23-92 APPROVAL, SUBJECT TO CONDITIONS, the Application in Specified Part. Satisfaction of Remaining Applicable Code Provisions is Deferred to a Subsequent Planning Director Review Before or in Conjunction with Issuance of a Placement Permit, Subject to Notice and the Opportunity for a Hearing as Indicated, for Property Located at 4444 SE 135TH AVENUE.

DECISION READ, NO APPEAL FILED, UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, DECISION UNANIMOUSLY AFFIRMED.

The Following December 16, 1992 Decision of the Planning and Zoning Hearings Officer is Reported to the Board for Review and Affirmation:

P-5 LR 2-92 DENIAL of Appellants Appeal of an Administrative Decision Approving a Building Permit to Construct a Single Family Residence on a 10,000 Square Foot Lot Located at 01333 SW POMONA STREET.

SCOTT PEMBLE SUBMITTED A NOTICE OF REVIEW AND GAVE HEARING RECOMMENDATIONS. UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER ANDERSON, IT WAS UNANIMOUSLY APPROVED THAT A HEARING, ON THE RECORD, 15 MINUTES PER SIDE, BE SCHEDULED FOR TUESDAY, JANUARY 26, 1993.

P-6 Recommendation for Approval of Business Location in the Matter of the Auto Wrecker's License Renewal of Frank Miller, for Property Located at 15015 NW MILL ROAD.

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, P-6 WAS UNANIMOUSLY APPROVED.

P-7 Recommendation for Approval of Business Location in the Matter of the Auto Wrecker's License Renewal of Harold M. Milne, dba Loop Hi-Way Towing, for Property Located at 28609 SE ORIENT DRIVE.

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, P-7 WAS UNANIMOUSLY APPROVED.

P-8 FINAL ORDER Vacating SEC 6-91a, and Approving HDP 4-91a in the Matter of the Review of the Hearings Officer Decision which Denied Significant Environmental Concern and Hillside Development Permits for an Amended Driveway Design with a Culvert and Stream Crossing [6125 NW THOMPSON ROAD]

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER ANDERSON, ORDER 92-248 WAS APPROVED WITH COMMISSIONERS ANDERSON, HANSEN AND McCOY VOTING AYE AND COMMISSIONERS BAUMAN AND KELLEY VOTING NO.

P-9 PR 7-92 PUBLIC HEARING to make a decision regarding the proposed amendment concerning the Planning Commission recommendation to amend the Comprehensive Framework Plan designating property at 14545 NW ST. HELENS ROAD, "3-B" pursuant to OAR 660-16-010(2). This proposed amendment of the Comprehensive Plan was reported to the Board on December 8, 1992, but no action was taken. The Board will make a decision to either accept the recommendation of the Planning Commission or to call the matter up on its own motion. In the event of the latter, the Board will hear the matter at this meeting.

EXPLANATION AND RESPONSE TO BOARD QUESTIONS FROM SCOTT PEMBLE, NEIL KAGAN, PETER LIVINGSTON AND FRANK PARISI. MOTION OF COMMISSIONER ANDERSON, SECONDED BY COMMISSIONER BAUMAN, TO ACCEPT THE PLANNING COMMISSION RECOMMENDATION, WAS APPROVED, WITH COMMISSIONERS ANDERSON, BAUMAN AND McCOY VOTING AYE AND COMMISSIONERS KELLEY AND HANSEN VOTING NO. [ORDER 92-249 IN THE MATTER OF A GOAL 5 ESEE ANALYSIS FOR A 283 ACRE SITE LOCATED AT 14545 N.W. ST. HELENS ROAD]

P-10 CU 14-92 PUBLIC HEARING - ON THE RECORD PLUS ADDITIONAL TESTIMONY AND EVIDENCE - 30 MINUTES ORAL ARGUMENT PER SIDE. Review the Planning Commission Decision of November 16, 1992, DENYING Conditional Use Request for a Ten-Year Permit to Mine, for Property Located at 14545 NW ST HELENS ROAD.

BOARD AND STAFF DISCUSSION. FRANK PARISI REQUESTED THAT THE HEARING BE CONTINUED TO JANUARY 12, 1993. UPON MOTION OF COMMISSIONER

KELLEY, SECONDED BY COMMISSIONER HANSEN, IT WAS UNANIMOUSLY APPROVED THAT THE HEARING BE CONTINUED TO TUESDAY, JANUARY 26, 1993, ON THE RECORD, 30 MINUTES PER SIDE.

There being no further business, the Planning Items portion of the meeting was adjourned at 2:30 p.m.

OFFICE OF THE BOARD CLERK
for MULTNOMAH COUNTY, OREGON

By DEBORAH L. BOASTO



MULTNOMAH COUNTY OREGON

OFFICE OF THE BOARD CLERK
SUITE 1510, PORTLAND BUILDING
1120 S.W. FIFTH 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 • 248-5222

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

DECEMBER 28, 1992 - JANUARY 1, 1993

- Tuesday, December 29, 1992 - 9:00 AM - Regular Meeting. . . .Page 2
- Tuesday, December 29, 1992 - 9:30 AM - Board BriefingPage 5
- Tuesday, December 29, 1992 - 9:50 PM - Planning ItemsPage 5
- Tuesday, December 29, 1992 - 1:30 PM - Planning ItemsPage 5
- Thursday, December 31, 1992 - MEETING CANCELLED

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

- Thursday, 10:00 PM, Channel 11 for East and West side subscribers
- Thursday, 10:00 PM, Channel 49 for Columbia Cable (Vancouver) subscribers
- Friday, 6:00 PM, Channel 22 for Paragon Cable (Multnomah East) subscribers
- Saturday 12:00 PM, Channel 21 for East Portland and East County subscribers

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

Tuesday, December 29, 1992 - 9:00 AM
Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

DEPARTMENT OF HEALTH

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DEPARTMENT OF SOCIAL SERVICES

- C-4 Ratification of Intergovernmental Agreement, Contract 100073, Between Multnomah County Mental Health, Youth and Family Services Division's Office of Child and Adolescent Mental Health and Clackamas County, Providing Day Treatment Services for Partners Project Clients, for the Period January 1, 1993 to June 30, 1993

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-5 ORDER in the Matter of the Sale of a Tax-Foreclosed Property to the PORTLAND DEVELOPMENT COMMISSION for Low-Income Housing Purposes [10001 N WILLAMETTE BLVD]
- C-6 ORDER in the Matter of the Execution of Deed D930755 for Certain Tax Acquired Property to THE CITY OF PORTLAND, PORTLAND DEVELOPMENT COMMISSION [10001 N WILLAMETTE BLVD]
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R-1 Budget Modification DA #10 Requesting Authorization to Add \$70,469 to the District Attorney's Budget, to Establish a Neighborhood Based Prosecution Program in the Central Business District, Pursuant to an Agreement Between Multnomah County and the Association for Portland Progress

SHERIFF'S OFFICE

R-2 In the Matter of a Letter of Intent to Apply to the Community Investment Fund of the United Way of the Columbia-Willamette, for Grant Funds to Support a Pilot Program Entitled "REACHING INMATES' CHILDREN"

R-3 RESOLUTION in the Matter of a Housing Allowance for Chaplains Serving the County Jails

R-4 Budget Modification MCSO #6 Requesting Authorization to Restore Funds to Pay for Operation of the Courthouse Jail, for the Period January 1, 1993 to June 30, 1993

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R-7 First Reading of an ORDINANCE Relating to the Status of Certain Employees Whose Functions are Being Transferred to Multnomah County

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- R-10 Budget Modification DSS #36 Requesting Authorization to Increase the Housing and Community Services Division's Temporary Personnel Line by \$8,000 of City of Portland Block by Block Weatherization Funds
- R-11 Budget Modification DSS #37 Requesting Authorization to Reclassify an Office Assistant II to a Data Technician Position, within the Juvenile Justice Division Information Systems Unit
- R-12 Budget Modification DSS #38 Requesting Authorization to Increase Budgeted Revenues in the Mental Health, Youth and Family Services Division Developmental Disabilities Operations and Contracts Budgets by \$161,518, to Reflect the Current Grant Award from the State Mental Health Division
- R-13 Budget Modification DSS #39 Requesting Authorization to Increase Budgeted Revenues in the Mental Health, Youth and Family Services Division Developmental Disabilities Case Management Budget by \$254,351, to Reflect the Current Grant Award from the State Mental Health Division
- R-14 Budget Modification DSS #41 Requesting Authorization to Transfer State Funds within the Mental Health, Youth and Family Services Division, Emotional Disabilities Program, from Org 1305 Contracts to the Newly Created Org 1381, to Provide Involuntary Commitment Program Investigations

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-15 RESOLUTION in the Matter of the Acquisition of the WALNUT PARK BUILDING for County Purposes and Approval of Related Documents

NON-DEPARTMENTAL

MANAGEMENT SUPPORT

- R-16 RESOLUTION in the Matter of Authorizing the Issuance and Negotiated Sale of Series 1993A Certificates of Participation, Authorizing the Certificates Purchase Agreement, the Lease Purchase and Escrow Agreement and the Preliminary and Final Official Statement, and Designating an Authorized Officer

NON-DEPARTMENTAL

- R-17 Request for Authorization for Multnomah County to Administer the Historic Columbia River Interpretive Panels Project Grant
- R-18 RESOLUTION in the Matter of an Intergovernmental Agreement with the Portland School District and the City of Portland Designating PILOT Fund Use and Transferring Title to Dickinson Park and Kennedy School (Continued from December 17, 1992)

- R-19 RESOLUTION in the Matter of Supporting a Three Lane Design for SE Foster Road Between 122nd and 136th and Urging Improvements to Occur in the Spring and Summer as Originally Scheduled
- R-20 RESOLUTION in the Matter of Naming 160 Acres of Old Growth Forest within Oxbow Park "THE PAULINE ANDERSON FOREST"
- R-21 RESOLUTION in the Matter of Recognizing Commissioner Rick Bauman for his Considerable Contributions

PUBLIC COMMENT

- R-22 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.

Tuesday, December 29, 1992 - 9:30 AM
Multnomah County Courthouse, Room 602

BOARD BRIEFING

- B-1 Citizen Involvement Committee Annual Report. Presented by Citizen Involvement Committee Chair Michael Schultz and Executive Director John Legry. 9:30 AM TIME CERTAIN, 20 MINUTES REQUESTED.

Tuesday, December 29, 1992 - 9:50 AM
Multnomah County Courthouse, Room 602

PLANNING ITEMS

- P-1 C 6-92 Second Reading and Possible Adoption of an ORDINANCE Amending the Comprehensive Framework Plan Map, the Comprehensive Framework Plan Text, and Sectional Zoning Maps to Recognize and Implement the Columbia River Gorge National Scenic Area. 9:50 AM TIME CERTAIN, 10 MINUTES REQUESTED.
- P-2 C 9-92 PUBLIC HEARING - ON THE RECORD - 30 MINUTES ORAL ARGUMENT PER SIDE. Review the Planning Commission Decision of November 16, 1992, in the Matter of a Comprehensive Plan Amendment (Inventory of Significant Historic Resources) for the Bridal Veil Site at BRIDAL VEIL ROAD AND EAST CROWN POINT HIGHWAY. 10:00 AM TIME CERTAIN, 2 HOURS REQUESTED.

PLANNING ITEMS

Tuesday, December 29, 1992 - 1:30 PM
Multnomah County Courthouse, Room 602

The Following December 7, 1992 Decisions of the Planning and Zoning Hearings Officer are Reported to the Board for Review and Affirmation:

P-3 CU 23-92 APPROVAL, SUBJECT TO CONDITIONS, Development of a Five-Acre Lot of Record with a Non-Resource Related Single Family Residence, for Property Located at 19102 NW LOGIE TRAIL ROAD.

P-4 HV 23-92 APPROVAL, SUBJECT TO CONDITIONS, the Application in Specified Part. Satisfaction of Remaining Applicable Code Provisions is Deferred to a Subsequent Planning Director Review Before or in Conjunction with Issuance of a Placement Permit, Subject to Notice and the Opportunity for a Hearing as Indicated, for Property Located at 4444 SE 135TH AVENUE.

The Following December 16, 1992 Decision of the Planning and Zoning Hearings Officer is Reported to the Board for Review and Affirmation:

P-5 LR 2-92 DENIAL of Appellants Appeal of an Administrative Decision Approving a Building Permit to Construct a Single Family Residence on a 10,000 Square Foot Lot Located at 01333 SW POMONA STREET.

P-6 Recommendation for Approval of Business Location in the Matter of the Auto Wrecker's License Renewal of Frank Miller, for Property Located at 15015 NW MILL ROAD.

P-7 Recommendation for Approval of Business Location in the Matter of the Auto Wrecker's License Renewal of Harold M. Milne, dba Loop Hi-Way Towing, for Property Located at 28609 SE ORIENT DRIVE.

P-8 FINAL ORDER Vacating SEC 6-91a, and Approving HDP 4-91a in the Matter of the Review of the Hearings Officer Decision which Denied Significant Environmental Concern and Hillside Development Permits for an Amended Driveway Design with a Culvert and Stream Crossing [6125 NW THOMPSON ROAD]

P-9 PR 7-92 PUBLIC HEARING to make a decision regarding the proposed amendment concerning the Planning Commission recommendation to amend the Comprehensive Framework Plan designating property at 14545 NW ST. HELENS ROAD, "3-B" pursuant to OAR 660-16-010(2). This proposed amendment of the Comprehensive Plan was reported to the Board on December 8, 1992, but no action was taken. The Board will make a decision to either accept the recommendation of the Planning Commission or to call the matter up on its own motion. In the event of the latter, the Board will hear the matter at this meeting.

P-10 CU 14-92 PUBLIC HEARING - ON THE RECORD PLUS ADDITIONAL TESTIMONY AND EVIDENCE - 30 MINUTES ORAL ARGUMENT PER SIDE. Review the Planning Commission Decision of November 16, 1992, DENYING Conditional Use Request for a Ten-Year Permit to Mine, for Property Located at 14545 NW ST HELENS ROAD. (P-9 AND P-10, 1:40 PM TIME CERTAIN, TWO HOURS REQUESTED)

Meeting Date: DEC 29 1992

Agenda Number: C-1

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Ratification of Physicians Care Organization Agreement

Board Briefing: _____ Regular Meeting: _____
(date) (date)

Department: Health Division: _____

Contact: Fronk Telephone: x4274

Person(s) Making Presentation: Fronk

Action Requested

Information Only Policy Direction Approval

Estimated Time Needed on Board Agenda: 5 minutes or less

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):

Ratification of this amendment extending the Physician Care Organization (PCO) Agreement for one month (January 1, 1993 through January 30, 1993). The state will continue to pay the county a monthly capitation fee for providing medical services to clients of the State of Oregon Medicaid Program.

1/5/93 originals to Herman Brane

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 DEC 17 PM 4:46

Signatures

Elected Official _____

OR

Department Director Billi Adgeard

(All accompanying documents must have required signatures!)



MULTNOMAH COUNTY OREGON



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

BOARD OF COUNTY COMMISSIONERS
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: Bill Odegaard, Director
Health Department

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

DATE: December 2, 1992

SUBJECT: Amendment to Intergovernmental Agreement with State of Oregon,
Office of Medical Assistance Program

Recommendation: The Health Department recommends County Chair approval and Board ratification of this amendment to Intergovernmental Revenue Agreement with the Oregon Department of Human Services, Office of Medical Assistance Programs for the period January 1, 1993 through January 31, 1993.

Analysis: The state operates a basic health services program for its medical clients and desires to amend the most recent agreement to extend county services through January 31, 1993 with the capitation rate, including any reductions in the capitation payment for stop-loss insurance coverage remaining unchanged. "Savings" accrued since October 1, 1992 under the "Savings Payment" provision will be computed on a monthly basis and paid by the Office of Medical Assistance Programs (OMAP) six months after the contract period ending September 30, 1993 or six months after contractor no longer has an agreement to provide managed care services with the state of Oregon Medicaid Program, whichever is sooner.

Background: This program was mandated by the state Legislature and has been operational since January 1985. The previous agreement expired September 30, 1992.

Oregon

DEPARTMENT OF
HUMAN RESOURCES
Human Resources Building
OFFICE OF MEDICAL
ASSISTANCE
PROGRAMS

MULTICARE
8th Floor
426 SW Stark
Portland OR 97204

Attention: Pam Waldman

Date: November 25, 1992

Enclosed is your copy of the January 1, 1993 through January 31, 1993 contract amendment for your managed care contract with the Office of Medical Assistance Programs.

Thank you for your continued involvement with this program.

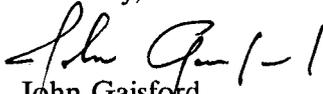
Please note our new address:

Office of Medical Assistance Programs
Human Resources Building
500 Summer N.E. St.
Salem, OR 97310-1014

My telephone number is 378-4737.

Come by and see our new offices.

Sincerely,


John Gaisford
Contracts Manager



Barbara Roberts
Governor

500 Summer Street NE
Salem OR 97310-1014
Salem - (503) 378-2263
FAX - (503) 373-7689
TDD - (503) 378-6791



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 103982

Amendment # 1

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCR B 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 style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-1</u> DATE <u>12/29/92</u> <u>DEB BOGSTAD</u> BOARD CLERK</p> <p>REVENUE</p>
--	---	--

Department Health Division _____ Date _____

Contract Originator Fronk Phone x4274 Bldg/Room 160/7

Administrative Contact Brame Phone x2670 Bldg/Room 160/2

Description of Contract Amendment to Physician Care Organization (PCO) Agreement extending term through January 31, 1993.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Oregon Department of Human Resources Office of Medical Assistance Programs
Human Resources Building
 Mailing Address 500 Summer N.E. St.
Salem, Oregon 97310-1014

Phone (503) 378-2263

Employer ID# or SS# N/A

Effective Date January 1, 1993

Termination Date January 31, 1993

Original Contract Amount \$ _____

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ Requirements

Remittance Address _____
 (If Different)

Payment Schedule _____ Terms _____

- Lump Sum \$ _____ Due on receipt
- Monthly \$ _____ Net 30
- Other \$ _____ Other _____
- Requirements contract - Requisition required.
- Purchase Order No. _____
- Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Billi Odegaard

Purchasing Director (Class II Contracts Only) _____

County Counsel Gladys McRoy

County Chair / Sheriff _____

Contract Administration (Class I, Class II Contracts Only) _____

Encumber: Yes No

Date 12/14/92

Date _____

Date 12-17-92

Date 12/29/92

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	D15	0710			2600		0314		Requirements	
02.											
03.											

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

OMAP Contract #: 92-AMN-164
Parent Contract #: 91-H-57

Physician Care Organization Agreement
AMENDMENT

This is an Amendment to the Physician Care Organization Agreement between MULTICARE, hereafter known as Contractor, and the Office of Medical Assistance Programs, hereafter called OMAP. The parties wish to amend the Agreement as follows:

1. The term of the Agreement is extended through January 31, 1993.
2. The capitation rate, including any reductions in the capitation payment for stop-loss insurance coverage, will remain unchanged.
3. If contractor is a PCO, and therefore eligible for a "Savings Payment" under this Agreement, then savings accrued since October 1, 1992 shall be:
 - (a) Computed on a monthly basis for the Contract period since October 1, 1992, and
 - (b) Paid by OMAP six months after the Contract period ending September 30, 1993 or six months after Contractor no longer has an Agreement to provide managed care services with the State of Oregon Medicaid Program, whichever is sooner.

All other parts of the Agreement remain unchanged.

The effective date(s) of this Amendment shall be the later of the date stipulated or the date executed by the parties.

Agreed.

Signatures:

CONTRACTOR, by and through authorized official:

STATE OF OREGON
OFFICE OF MEDICAL ASSISTANCE PROGRAMS, by and through authorized official:

By *Cladys McCoy*
Sign here and print below

By *Jean Thorne*
Jean Thorne, Director, OMAP

Name: Cladys McCoy

Date: 11-25-92

Title: Multnomah County Chair
(Please Print)

Date December 29, 1992

Reviewed by OMAP Asst. Director: *Jean Thorne*

Reviewed by OMAP Contract Manager: *John Gail*

Reviewed by Budget/Program Authority: *[Signature]*

Approved for Legal Sufficiency: *Laurence B. Kressel* 11/25/92

REVIEWED:

LAURENCE B. KRESSEL, County Counsel
for Multnomah County, Oregon

By: *[Signature]*

Date 12-17-92

**APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS**
AGENDA # C-1 DATE 12/29/92
DEB BOGSTAD
BOARD CLERK

Meeting Date: DEC 29 1992

Agenda Number: C-2

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Ratification of Refugee Early Employment Health Maintenance Organization Agreement

Board Briefing: _____ Regular Meeting: _____
(date) (date)

Department: Health Division: _____

Contact: Fronk Telephone: x4274

Person(s) Making Presentation: Fronk

Action Requested

Information Only Policy Direction Approval

Estimated Time Needed on Board Agenda: 5 minutes or less

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):

Ratification of an agreement with the state of Oregon Department of Human Resources, Adult and Family Services Division. The county will provide medical services for refugees in the (REEP) program. The state will pay the county an amount payable per Member per month as a capitation rate for members who reside in Multnomah County.

*Originals Picked up
by Herman Brane
on 12-31-92.*

BOARD OF
COUNTY COMMISSIONERS
1992 DEC 21 AM 9:23
MULTNOMAH COUNTY
OREGON

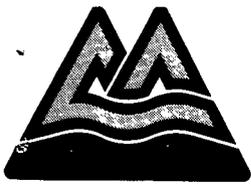
Signatures

Elected Official _____

OR

Department Director Billi Odegaard

(All accompanying documents must have required signatures!)



MULTNOMAH COUNTY OREGON



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

BOARD OF COUNTY COMMISSIONERS
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: Bill Odegaard, Director
Health Department

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

DATE: December 3, 1992

SUBJECT: Agreement with Adult and Family Services Division (REEP)

Retroactive The state was late in receiving a final determination on their funding level and did not send the agreement to Multnomah County until after November 20, 1992.

Recommendation: The Health Department recommends County Chair approval and Board ratification of this agreement with Adult and Family Services Division for the period October 1, 1992 through September 30, 1993.

Analysis: The Refugee Early Employment Project operated by the state requires medical and hospital services for its clients. The state agrees to pay Multnomah County a Capitation Payment of \$207. Capitation rates for periods after December 31, 1992 will be established by amendment.

Background: The original agreement for REEP health services was executed November 11, 1985.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 201313

Amendment # _____

MULTNOMAH COUNTY OREGON

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-2</u> DATE <u>12/29/92</u></p> <p><u>DEBORAH BOGSTAD</u></p> <p>BOARD CLERK</p> <p>REVENUE</p>
--	--	--

Department HEALTH Division _____ Date _____

Contract Originator Fronk Phone x4274 Bldg/Room 160/7

Administrative Contact Brame Phone x2670 Bldg/Room 160/2

Description of Contract Provide medical services for refugees in the (REEP) program.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Adult and Family Services Division

Mailing Address 500 Summer Street, NE
Salem, Oregon 97310-1013

Phone (503) 378-6142

Employer ID# or SS# N/A

Effective Date October 1, 1992

Termination Date September 30, 1993

Original Contract Amount \$ _____

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ Requirements

Remittance Address _____
(If Different)

Payment Schedule _____ Terms _____

- Lump Sum \$ _____ Due on receipt
- Monthly \$ _____ Net 30
- Other \$ _____ Other _____
- Requirements contract - Requisition required.
- Purchase Order No. _____
- Requirements Not to Exceed \$ _____

Encumber: Yes No

Date 12/18/92

Date _____

Date 12.17.92

Date 12/29/92

Date _____

REQUIRED SIGNATURES:

Department Manager Billie Odgaard

Purchasing Director (Class II Contracts Only) _____

County Counsel _____

County Chair / Sheriff _____

Contract Administration (Class I, Class II Contracts Only) _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.	156	015	0410			2606		0331		Requirements	
02.											
03.											

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION CANARY - INITIATOR PINK - FINANCE

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**Refugee Early Employment Project (REEP)
Health Maintenance Organization Agreement**

1. Introduction:

This Agreement, is hereby entered into between Multnomah County Health Department, hereinafter called "Contractor", and the State of Oregon, by and through its Department of Human Resources'(DHR) Adult and Family Services Division herein called Division.

2. Status of Contractor:

Contractor is a government agency providing health care services and certifies that it meets the Standards to Provide Service, as set forth in this Agreement, which is attached hereto and hereby incorporated hereby by reference. If Contractor is a Health Services Contractor as defined in ORS 750.005(2), Contractor shall not provide prepaid health services on a prepaid basis to any persons other than OMAP clients, unless Contractor meets all statutory and regulatory requirements as a Health Services Contractor under ORS Chapter 750.

3. Consideration:

Contractor, in consideration of the monthly payments to be paid to Contractor by Division, agrees to arrange or provide necessary Medical and Hospital Services and other benefits pursuant to the terms, conditions, limitations, and exclusions of this Agreement. The amount payable per Member per month as the Refugee Early Employment Project (REEP) Capitation Payment for the period October 1, 1992 through December 31, 1992 for Members who reside in Multnomah, Clackamas and Washington counties is \$207. Capitation rates for periods after December 31, 1992 shall be established by Amendment.

4. Term and Approval:

This Agreement is not effective until approved in writing for legal sufficiency by the Oregon Department of Justice and signed by an authorized representative of each party. Upon such approval, the term of this Agreement shall be the later of such approval and signatures through September 30, 1993. For periods after June 30, 1993 this contract is contingent upon the Division receiving a sufficient appropriation or limitation to fund this contract.

This Agreement may be renewed, extended, or amended provided that any such renewal, extension or amendment be in writing, executed by the parties, and approved for legal sufficiency by the Oregon Department of Justice.

5. Amendments:

The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties and subject to the prior written approval of the Department of Justice.

The Capitation Payment and the services provided may be renegotiated as part of the renewal or amendment process. Approval, and implement date of capitation rate change must be approved in advance in writing by DHHS Administration for Children and Families, Office of Refugee Resettlement. A change in the Service Area may be effected by an exchange of letters between Division and Contractor, and shall have the same effect as an amendment.

6. Definitions:

As used in this Agreement, unless otherwise expressly provided or the context otherwise requires, the following definitions of terms, when capitalized, shall govern the construction of this Agreement.

- a. **Amendment:** An agreed upon change in contract terms which has been reduced to writing, executed by the parties, approved by approval authorities and incorporated into the contract.
- b. **Capitation Listing:** A listing of recipients who have been enrolled through the Refugee Program Data System for the month specified.
- c. **Capitation Payment:** The amount to be paid by Division to Contractor for each eligible recipient enrolled under this Agreement for the provision of medical and remedial coverage for health care services as specified in a contract with Division.
- d. **Contractor:** A government agency that provides coverage for health care services in the manner prescribed in Section 1301(b) of the Public Health Service Act, and also that it is organized and operated as prescribed in Section 1301(c) of the Public Health Service Act proposing to contract with or contracting with Division to provide coverage for medical services for enrolled recipients or defined groups of enrolled recipients of the REEP program.
- e. **Disenrollment:** The deletion of any Member from the approved list of Members furnished by Division to Contractor.
- f. **Division:** The Adult and Family Services Division.
- g. **Eligible Recipient:** Any person eligible as a refugee cash assistance recipient served in the Oregon Refugee Early Employment Demonstration Project (REEP) in accordance with Federal and State laws, residing in the Service Area.
- h. **Enrollment:** The eligible recipient's voluntary signing of a REEP project application which authorizes medical benefits, and the REEP Project Case Service Agency verification of the eligibility of the recipient.
- i. **Fair Hearing:** The procedure by which the Member may appeal a Division decision or Contractor's action under the law.
- j. **Fee-for-Service:** Refers to payments based upon the units of medically necessary services provided. Under this Agreement, Fee-for-Service rates are those rates used by the Oregon Medical Assistance (Medicaid) Program. Medicaid Fee-for-

Service rates are the rates used to determine payment rates when computing stop-loss deductibles and payments to Contractor for services provided after meeting Stop Loss.

- k. **Health Maintenance Organization (HMO):** A legal entity approved by the Assistant Secretary of Health (Public Health Service) to meet the definition contained in Section 1903 (m)(1)(A) of the Social Security Act, who agrees with OMAP to provide coverage for health care services to eligible beneficiaries on a predetermined periodic rate basis.
- l. **Hospital:** Any hospital with which Contractor maintains contractual arrangements for Hospital Services. A current list of such Hospitals is maintained by Contractor and is to be available to Members and Division.
- m. **Medical Care Identification Card:** The card issued by REEP upon determination of a recipient's eligibility for medical services.
- n. **Medically Necessary:** Services and supplies that are required for diagnosis or treatment for an illness or injury and which, if omitted, would adversely affect the Member's condition. Medically Necessary services and supplies are those services and supplies, which in Contractor's judgement are:
 - (1) appropriate by treatment setting and level of care, in amount, duration and frequency of care and consistent with the symptoms or diagnosis and treatment of the Member's condition;
 - (2) appropriate with regard to widely accepted standards of medical practice;
 - (3) not mainly custodial;
 - (4) not primarily for the convenience of the Member, Member's family or a provider of services or supplies;
 - (5) not for research;
 - (6) not regarded by Contractor's Medical Director or Utilization Review Program as experimental or developmental; and
 - (7) the most cost effective of the treatment settings, alternative supplies or levels of service which can be safely provided to the patient.
- o. **MEDICHECK:** Refers to the Medicaid (Title XIX) Program, Early and Periodic Screening, Diagnosis and Treatment (EPSDT), which covers all children in this agreement under 21 years of age.
- p. **Member:** Any REEP eligible recipient who has enrolled with Contractor under this Agreement.
- q. **New Arrival:** A refugee who originally resettles in the state of Oregon, and is a part of Oregon's Department of State's reception and placement count.

- r. **Office of Medical Assistance Programs (OMAP):** The office within the Oregon Department of Human Resources responsible for administering the Medical Assistance health care program for low income Oregonians.
- s. **Participating Provider or Physician:** A physician, health care professional, hospital, or other health care facility that has contracted with Contractor to care for persons covered under this contract.
- t. **Primary Care Practitioner:** A practitioner who has the responsibility for supervising, coordinating, and providing initial and primary care to patients, for initiating referrals for specialist care, or for maintaining the continuity of patient care. A primary care practitioner is any practitioner listed under the primary care section of the Participating Provider directory who contracts with Contractor to provide primary care services.
- u. **Refugee Early Employment Project (REEP):** A demonstration project funded through the Cash-Medical and Administration (CMA) Grant of the DHHS, ACF, Office of Refugee Resettlement.
- v. **Renewal:** A continuation of this Agreement under agreed upon terms by amendment.
- w. **Secondary Migrant:** A refugee originally resettled out-of-state, who was included in another state's federal Department of State's reception and placement counts.
- x. **Service Area:** For the purposes of this Agreement the Service Area consists of Multnomah, Clackamas and Washington Counties.
- y. **Services Covered:** Those services set forth in this Agreement which are specifically described herein as a benefit of this contract.
- z. **Services, Emergency:** A sudden and unexpected onset of a condition requiring medical or surgical care which Member receives immediately after the onset, or as soon thereafter as the care can be made available, but in no case later than 24 hours after the onset of the condition.

Medical care services provided are reasonably determined to be immediately necessary in order to prevent or lessen:

- (1) serious jeopardy to the patient's health, including severe pain or suffering;
- (2) serious impairment to bodily functions;
- (3) serious disfunction of any bodily organ, part or system.

Chest pains, poisoning, loss of consciousness or respiration, convulsions, severe bleeding and broken bones are examples of medical emergencies. However, Agreementor may determine that other acute conditions, such as accidental injuries for which the Member may seek care within 24 hours of the injury are medical emergencies.

- aa. **Services, Hospital:** Except as expressly limited or excluded by this Agreement, those medically necessary services for registered bed patients which are (1) generally and customarily provided by acute care general hospitals in the Service Area, and (2) prescribed, directed or authorized by the attending Physician.
- ab. **Services, Medical:** Except as expressly limited or excluded by this Agreement, those medically necessary professional services of participating physicians and surgeons, other health professional, and paramedical personnel, including medical, diagnostic, therapeutic and preventive services which are (1) generally and customarily provided in the Service Area, and (2) performed, prescribed, or directed by the attending Physician.
- ac. **Services, Skilled Nursing Care:** Skilled inpatient services which are (1) medically necessary; (2) ordered by an Attending Physician; (3) customarily provided by Skilled Nursing Facilities; and (4) above the level of custodial, convalescent, intermediate or domiciliary care.
- ad. **Subcontract:** An agreement entered into by Contractor with any of the following:
 - (1) A provider of health care services who agrees to furnish such services to eligible Members enrolled in the HMO.
 - (2) A marketing organization.
 - (3) Any other organization or person who agrees to perform any administrative function or service for the operation of the HMO specifically related to securing or fulfilling its contractual obligations with Division.
- ae. **Third-Party Resource:** A third-party resource means any individual, other entity, or program that is or may be liable to pay all or part of the medical cost of injury, disease, or disability of a Member, including other health insurance.

7. Headings/Order of Precedence:

The headings used in this Agreement are for reference and convenience only, and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement. In the interpretation of this Agreement and the various exhibits and incorporated documents, the various terms and conditions shall be construed as much as possible to be complementary. In the event that such interpretation is not possible, the following order of precedence shall apply:

- a. Federal statutes and regulations concerning the operations of Health Maintenance Organizations and the provisions of Title XIX of the Social Security Act, and CFR 45 Part 400 and 401.
- b. State of Oregon statutes and Administrative Rules concerning the operation of OMAP's Public Assistance Program, and the Oregon Fish-Wilson Refugee Early Employment Demonstration Project.

- c. State of Oregon statutes and Administrative Rules concerning the operation of Health Maintenance Organizations.
- d. The terms of any exhibits or attachments to this Agreement.

8. Enrollment, Disenrollment, Coverage and Eligibility:

Eligible recipients, who are authorized to be eligible for participation by Division, may enroll and re-enroll under the following conditions:

a. **Enrollment:**

(1) Newly Eligible Persons

A refugee who is eligible under the Refugee Early Employment Project (REEP) for medical benefits under this Agreement may enroll with Contractor any time.

Determination of the date of eligibility for services under this Agreement is "made" by REEP Voluntary Agency Case Service staff. Coverage will not exceed the federally approved eligibility period for Project services, or exceed the date of closure from REEP case services.

For refugees who are classified as new arrivals, coverage may be from their date of arrival in Oregon.

For refugees who are classified as secondary migrants, and new participants, enrollment date is the Intake I Processing date into the Project, unless one of the following applies:

- Case and/or participants are covered by medical coverage established within Contractor's service area. First date of coverage under this Agreement will be the day after the established coverage ends.
- Case and/or participants are covered by any other Third Party Resource coverage. Eligibility for medical benefits shall not be authorized.

For newborns, if the newborn's mother was enrolled at the time of birth, the newborn will be automatically enrolled as a Member. In these cases the newborn's will be eligible from birth. The newborn's eligibility period for services under this Agreement will be the same as the mother's.

- 2. An active REEP participant must be within their initial eight (8) months of arrival in the United States, to be eligible for services under this Agreement. For the determination of the eligibility period; the month the individual arrives in the United States is considered the first month, regardless of the day of the month the individual arrives.

3. Enrollment is a voluntary act of the Member. A person may receive other services from the REEP program without enrollment with Contractor for medical services through the REEP program. An eligible person's decision to not enroll is a refusal to accept any medical care through the REEP program.

b. Open Enrollment Period:

Eligible recipients shall be accepted by Contractor at any time during the term of this Agreement.

c. Disenrollment:

1. Adult Members of a REEP case may disenroll themselves or their children at any time without cause. The REEP Project case service staff may disenroll Members at any time. Disenrollment shall be effective upon notification of Contractor by the Member or REEP Project staff.
2. If any person permits the use of his or her medical Identification Card by another person, or uses another person's card, Contractor may request that REEP Project staff disenroll the Member. Contractor shall promptly notify Division and Member, in writing, of the alleged misuse and proposed action. Member shall be disenrolled effective the last day of the month of the alleged misuse, or the last day of the month in which the REEP Project staffing upholds Contractor's request.
3. If, after Contractor, has made reasonable efforts to establish and maintain a satisfactory medical relationship, including but not limited to changing Primary Care Provider's (PCPs), and is unable to do so, then the Member and all of Member's immediate family may be disenrolled on no less than 15 days notice to the Member and REEP Project staff. An adverse change in a Member's health, or a family member's health is no cause for disenrollment.
4. If a member is eligible for services under another State of Oregon Public Assistance program, another State's Medical Assistance program, or a federal medical coverage program, the member shall be disenrolled effective the date of notification by REEP Project staff to Contractor. Such eligibility includes but is not limited to when the Member is certified disabled by a Contractor physician and meets the disability criteria for Supplemental Security Income, General Assistance, or any other Medical Assistance or federal health care program.

d. Re-Enrollment:

An eligible person may be re-enrolled at any time by REEP Project staff. The effective date of re-enrollment shall be the date Contractor is notified of the re-enrollment by REEP Project staff.

e. Effective Date of Coverage:

The effective date of coverage for eligible persons under this Agreement shall be the date established by REEP staff. This shall be the later of:

- (1) The date of arrival in Oregon,
- (2) Intake I date.

f. **Dual Coverage:**

Eligible Recipients may not be enrolled with Contractor if they have Third Party Resources from any other source. The determination of Third Party Resources will be made by the Project case service operation.

9. Relations Among Parties Affected By This Agreement:

a. **Subcontracts:**

Subject to prs. 13.e and 13.al, of this Agreement, Contractor may enter into subcontracts for the provision of any service, good, or benefit required under this Agreement. Division will consent to these subcontracts as they are formed whenever the subcontract is for the purpose of effectively and efficiently carrying-out the duties of Contractor and does not result in diminishing the quality of care for Members hereunder. All subcontract forms, for which the consent of Division is anticipated under this provision, must be provided to Division as part of the contract forming process. Division will promptly provide a letter of consent or otherwise comment on any specific proposed subcontract.

b. **Workers' Compensation Coverage:**

Contractor hereby declares that the services rendered under this Agreement are those of an independent contractor. Contractor, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide Worker's Compensation coverage for all of their employees.

c. **Division And Members Not Agents of Contractor: /**

Division in this Agreement with Contractor is arranging for the provision of the services and benefits specified to clients of Division who enroll with Contractor. Neither Division nor Members are agents of Contractor and neither is responsible nor liable for any acts or omissions of Contractor or their subcontractor's, employees, or agents including, but not limited to, Physicians, Hospitals, or any other person or organization with which Contractor does business.

d. **Confidentiality:**

Patient identities and patient information obtained by Contractor, Physicians, Hospitals and the other employees, agents, and contractors of Multnomah County must remain confidential to the standards expressed under 42 CFR Part 431, Subpart F, and may not be disclosed except for purposes of contract and Medicaid program administration. Patients may, however, consent to the use of information

for legitimate medical research or education. Such consent must be in advance of the incident, informed and voluntary.

10. Rates and Payments:

a. **Capitation Payment:**

For the period ending December 31, 1992, the County has calculated a capitation rate of \$207 per month. This rate assumes that client historical pattern of volume and demographics of new arrivals do not change. The dollar amount is designed to recover the cost of providing direct and referral care for refugees, from entry into the program through their authorized period or eligibility for medical coverage. The amount is based on the cost of the medical resources necessary to meet the need for service for this group, assuming past utilization rates do not vary significantly. The rate does not recover anything beyond program costs, nor does it include interest charges.

b. **Monthly Payments:**

Division shall remit to Contractor on behalf of each Member the amounts specified in Section 3 of this Agreement for each month on or before the thirtieth (30th) day of the month following the benefit month. A grace period of 10 days shall be observed by Contractor during which the amounts specified in Section 3 may be paid without loss of benefits hereunder.

Capitation Payment rates under this Agreement may be negotiated and amended not more often than annually. Any Capitation Payment rate change will be implemented only after written approval is received from Department of Health and Human Services, Administration for Children and Families, Office of Refugee Resettlement.

There will be no pro-rated Capitation Payments under this Agreement. Contractor shall be paid a monthly payment for each Member enrolled during any period of the month.

c. **Adjustments:**

There shall be no retroactive Capitation Payment rate adjustments.

Monthly payments which were not made and which should have been made by Division to Contractor shall be billed to Division for immediate payment.

Division assumes no liability for Capitation Payments for persons not listed on the Capitation Listing or appropriate adjustment reports received within 60-days of close of service month except as otherwise expressly noted in this Section.

d. **Other Charges:**

There will be no other charges to Members for covered benefits under this Agreement. Members must pay or arrange for payment of charges for services not covered under this Agreement.

e. **Stop Loss:**

Contractor medical coverage Stop Loss level of responsibility is for the first \$5,000 of each member's medical costs incurred during REEP benefit eligibility period, e.g. eighth month from date of initial enrollment with Contractor.

Contractor shall notify Division when Member has reached the Stop Loss threshold. OMAP shall, upon receipt of adequate claims history documenting Contractor's covered services, confirm that Member has reached the Stop Loss threshold. Calculation of Stop Loss shall be based on Contractor's usual and customary charges for covered services provided to Members.

From the date of service that Member reaches the Stop Loss threshold until the end of Member's benefit year Contractor shall submit fee-for-service claims to OMAP for payment for additional medical care. Member will not be disenrolled by Contractor if the Stop Loss threshold is met.

OMAP shall make payment to Contractor for all Medical Assistance program eligible for services provided by Contractor to Member at the prevailing OMAP fee-for-service rates in effect on the date of service. All payments to Contractor shall reflect a recoupment for any capitation payments made on behalf of the Member for months after the Stop Loss threshold is met.

11. **Services and Benefits:**

Subject to all terms, conditions, limitations and exclusions in this Agreement, Members under this Agreement are entitled to the Medical and Hospital Services and other benefits set forth in this Section.

a. **Provider System:**

(1) **Primary Care Provider:**

Each member will be assigned by Contractor a Primary Care Provider (PCP). The Primary Care Provider is responsible for providing and/or coordinating all health care needs, including prior authorization of non-emergency hospitalizations and referrals.

All referral care must be prior authorized unless care is due to a medical emergency.

At any time, day or night, 365 days a year, the PCP assumes the primary responsibility for medical care, makes referrals when needed for more specialized services, and maintains member's medical records. Should the PCP be unavailable, he or she will arrange for another participating physician to assume responsibility for care.

(2) **Non-participating Provider Care:**

Referral to a non-participating provider requires prior authorization arranged by the member's Primary Care Provider. Care received for a medical emergency may be provided by a non-participating provider when a participating provider is not available. If a member receives care from a non-participating provider for a medical emergency or for other health care that has been prior authorized by the Primary Care Provider, then normal contract benefits apply.

(3) **Hospitalization:**

Should member's Primary Care Provider or other participating professional provider determine that a member needs to be hospitalized, arrangements will be made for the member to be admitted in a participating hospital. Contractor's Medical Director will review elective admissions or non-elective emergency hospitalizations and will work with the PCP to assure that his or her treatment plan avoids unnecessary time in the hospital.

(4) **Case Management:**

Contractor has entered into case management agreements with certain medical centers and specialized treatment programs to handle severe health problems that necessitate services such as transplantation, neonatal care, open heart surgery, neuromuscular treatment and spinal cord injury care.

(5) **Alternative Services:**

Contractor shall have the right to pay benefits for alternative services not otherwise covered by this contract if the following three conditions are met:

- (a) alternative services are medically appropriate;
- (b) major continuing claims expense is anticipated; and
- (c) the Primary Care Provider and Contractor's Medical Director approve the use of alternative services.

Payment of benefits for alternative services shall be at Contractor's sole discretion based on Contractor's evaluation of the individual case. The fact that Contractor has paid benefits for alternative services for a member shall not obligate Contractor to pay such benefits for any other Member, nor shall it obligate Contractor to pay benefits for continued or additional alternative services for the same member. All amounts Contractor pays for alternative services under this provision shall be considered covered services for all purposes of this contract.

b. **Benefit Description:**

All services must be rendered by a participating provider in order to be covered, except in the case of a Medical Emergency or prior authorized referral to a non-participating provider. However, certain services must also be authorized by Contractor even when such care is provided or approved by a Primary Care Provider. The benefit description following discusses the covered services, benefit maximums, benefit limitations, exclusions from coverage, and conditions of service that apply to the coverage provided by this agreement.

If proper authorization is not obtained prior to receiving medical care from other participating or non-participating providers, Contractor will deny those claims and the Member may be responsible for charges incurred.

c. **Physician Services:**

Services of a participating physician are covered as explained in the following paragraphs:

(1) Early and Periodic Screening, Diagnosis and Treatment (EPSDT):

Contractor will provide early and periodic health screening on a regularly scheduled basis for any Member under 21 years of age -- screening, diagnosis and treatment will be carried out as provided in the OMAP's guide for Medical-Surgical Services. Record will be kept in the patient's record.

EPSDT screening will consist of at least:

- (a) Health and Developmental History,
- (b) Unclothed physical exam,
- (c) Developmental assessment,
- (d) Immunizations appropriate for age and health history,
- (e) Assessment of nutritional status,
- (f) Vision testing,
- (g) Hearing testing,
- (h) Laboratory procedures appropriate for age and population groups,
- (i) For children 18 months of age and over, referral to a dentist for diagnosis and treatment.

(2) Routine Women's Exams:

Routine women's exams including Pap smears, are covered once during REEP eligibility period. Routine mammographic breast screening will be covered according to the schedule endorsed by the American College of Obstetricians and Gynecologists. Routine mammograms obtained more frequently than the schedule will not be covered.

(3) Immunizations:

Contractor covers immunizations, such as polio, measles, rubella, whooping cough, hemophilus B (HIB), diphtheria, tetanus, and mumps for both

adults and children. Immunizations for the sole purpose of travel are not covered.

(4) Family Planning and Infertility:

Including Family Planning counseling, information on birth control, insertion of IUD, vasectomy and tubal ligation, are provided by participating physicians. Contraceptive devices and contraceptive drugs are covered.

All medical services for diagnosis and treatment of involuntary infertility are not covered. X-ray, laboratory, and medications provided in conjunction with infertility studies are not covered.

Members are not restricted to Contractor for family planning services. Contractor is not responsible for family planning services unless provided or referred by Contractor. The Contractor is not responsible for payment for Non-Contractor provided service, unless referred by Contractor.

Admission to the hospital or outpatient surgical center for family planning services must be prior authorized by the admitting participating physician.

(5) Diabetes Self-Management Education Programs:

These programs are covered when conducted by a participating professional provider in an outpatient setting.

(6) Primary Care Provider Home and Office Visits:

Contractor covers home and office visits provided by a member's Primary Care Provider for treatment of illness and injury.

(7) Referral Physician Office Visits:

Contractor covers referrals by Primary Care Providers to other professional providers. Referrals to non-participating providers who render specialty care must be preauthorized in writing by Contractor before such care is received.

(8) Therapeutic Injections:

Therapeutic injections, such as allergy shots, are covered when given in a participating professional provider's office, except when comparable results can be obtained safely with home self-care, or through oral use of a prescription drug. Growth hormones are not covered.

RAST (Radioallergosorbent) testing must be prior authorized and/or ordered by a participating allergist to be covered under this Agreement.

Vitamin and mineral injections are not covered unless medically necessary for treatment of a specific medical condition.

Hepatitis B immunizations are covered only for high risk individuals who meet Contractor's criteria and must be preauthorized.

d. **Hospital, Maternity: Surgical Care:**

(1) Hospital Visits:

Physician visits are paid during a period of covered hospital confinement when rendered by the physician who hospitalizes the member. Contractor will pay for one physician visit per day during hospital confinement unless further visits are medically necessary to manage a critical situation. Contractor will cover a medically necessary inpatient consultation ordered by the attending physician, however, ongoing care must be rendered by the attending physician.

(2) Surgery:

Contractor covers all surgical care when such surgery is approved by the member's Primary Care Provider and prior authorized by Contractor. Contractor pays for the preauthorized services of surgeons, and the additional medically necessary services of assistant surgeons, anesthesiologists or registered anesthetists.

(3) Cosmetic Surgery:

Surgery that improves appearance without restoring an impaired body function is not covered. All "reconstructive" procedures which are partially cosmetic in nature must be prior authorized. Prior authorization will be denied if the procedure is not medically necessary in the judgement of Contractor's Medical Director subject to member's regret of appeal under Oregon Administrative Rules.

In all cases breast augmentation and nasal rhinoplasty are not covered services.

Post-mastectomy reconstructive procedures with or without prostheses, including use of tissue expanders, etc., are not covered. Revisions of reconstructions are not covered.

Congenital cosmetic deformities may be prior authorized for surgical repair on a case by case basis. Hormonally related conditions may be reviewed for coverage as member's development warrants. In all cases, the decision regarding coverage of congenital cosmetic conditions shall be made by Contractor's Medical Director.

Any form of acne surgery, including cryotherapy, dermabrasion, and excision of acne scarring will be covered only when such surgery is prior

authorized by Contractor and when performed directly by a participating physician.

Temporomandibular joint (TMJ) medical or dental management including surgery is not covered.

(4) Maternity Care:

All medically necessary care for pregnancy, newborn delivery and related conditions are covered under various parts of this contract, the same as any other condition that requires medical and surgical care.

As in all cases of routine care, benefits are payable only within the service area and only when provided by participating providers. Delivery at term can be anticipated and is not considered a medical emergency for purposes of this contract. A Member may lose benefits for delivery of a child if the Member travels out of the service area and delivers while away, unless Contractor can be satisfied that the choice to travel was compelling and the delivery unexpectedly early. A participating physician should be consulted to ascertain the risk of an out-of-area delivery before traveling late in pregnancy.

(5) Acute Care:

When a participating professional provider obtains prior authorization and admits members to a hospital for acute care, Contractor will cover:

- (a) semi-private room and board;
- (b) isolation, coronary or other special acute care units, when medically necessary; and
- (c) hospital services and supplies necessary for treatment and furnished by the hospital, such as operating and recovery rooms, blood and blood components, traction equipment and special diets.
- (d) Coverage for take home prescription drugs following a period of hospitalization and dispensed by the hospital will be limited to a three-day supply.
- (e) Referrals to a non-participating hospital must be prior authorized by Contractor unless a medical emergency necessitates such admission.
- (f) A prior authorized hospitalization in a non-participating facility will be covered.
- (g) In a medical emergency, benefits paid to a non-participating facility will continue until the Member can be safely transported to one of Contractor's participating facilities for continued hospitalization.

Members refusing transport to a participating facility when it is safe for them to transfer will forfeit continued benefits for that hospitalization and all concurrent non-participating provider care.

e. **Rehabilitation:**

Short-Term physical, occupational and speech therapy will be covered to restore or improve lost function caused by illness or injury when; 1) prescribed by a participating professional provider and prior authorized; and 2) delivered by a participating provider or facility.

"Short-term therapy" is defined as the provision of services within a period of two months per episode of care. Two months means two consecutive calendar months and not 60 visits, or 60 days spread throughout a calendar year. The two month period begins with the first date of service. Breaks in therapy do not extend the two month limitation. However, a separate and distinguishable injury or illness may warrant an additional two month benefit period.

Children referred for speech therapy by a participating professional provider may have an initial evaluation by a speech therapist who contracts with Contractor. The results of the evaluation will be reviewed by the Member's Primary Care Provider who has authority to determine whether speech therapy is medically necessary. If approved by the PCP, speech therapy benefits are limited to two consecutive months.

In all cases, specialized cognitive rehabilitation programs are not covered.

f. **Ambulatory Services:**

(1) Outpatient Surgery:

When prior authorized, Contractor covers operating rooms and recovery rooms, surgical supplies and other services ordinarily provided by a hospital or surgical center that contracts with Contractor to perform "outpatient surgery" (surgery that does not require an overnight stay in a hospital).

Certain surgical procedures are covered only when performed as outpatient surgery. Eligible surgery performed in a participating professional provider's office is covered.

(2) X-Ray and Lab:

Contractor covers diagnostic x-rays and laboratory tests related to treatment of a covered illness or injury.

(3) Therapeutic X-Ray:

Contractor covers radium, radioisotopic and x-ray therapy.

(4) Imaging and Invasive Diagnostic Procedures:

Imaging services, such as MRI and CT scans, and diagnostic procedures that require entry into the body cavity, such as angiograms and endoscopy, are covered when prior authorized.

g. **Emergency Care:**

(1) Emergencies Within the Service Area:

In an emergency, member should always call their Primary Care Provider first. Services shall be available 24 hours a day, seven days a week. When the Primary Care Provider is on vacation or out of the office, another participating physician will be on call to assist members.

The Primary Care Provider will advise the most medically prudent course of action; e.g., whether to come to the office or to the emergency room at a participating hospital.

Contractor recognizes that certain medical emergencies may prevent members from initially seeking care from their Primary Care Provider. In such an instance, Members should seek care from the nearest appropriate facility and then call the Primary Care Provider within 24 hours of the incident, or as soon thereafter as possible.

(2) Emergencies Outside the Service Area:

When Members have a medical emergency outside the service area, they can seek medical attention from the closest appropriate facility, such as a clinic or physician's office, urgency care center, or hospital emergency room. The Member shall notify the Primary Care Provider within 24 hours after the occurrence, or as soon thereafter as possible.

If Members are hospitalized, the Primary Care Provider and the Medical Director will monitor their condition and will determine when the Member can be transferred to a participating facility. Contractor cannot provide benefits for care beyond the date the Primary Care Provider and Contractor's Medical Director determine a Member can be safely transferred.

If a Member is outside the service area and has an urgent need for medical care, Contractor will provide the same benefits that apply to a medical emergency. The following are not considered to be eligible for out-of-area urgent care coverage:

- routine adult physical examinations, women's examinations, well-baby and child care, immunizations or eye examinations;
- diagnostic work-ups for chronic conditions; and
- elective surgery and/or hospitalization unless prior authorized as services not available from participating providers.

(3) Ambulance Transportation:

Transport for emergency service is provided. Ground ambulance and air ambulance will be covered as medically necessary. Transportation to return a Member into Service Area is covered when required by Contractor to continue care during a medical emergency when such transport will not have a negative impact on Member's health state.

h. Other Services:

(1) Home Health Care:

Medically necessary home health care is covered when prior authorized. Such visits must be provided by an approved home health agency.

A treatment plan from the home health agency also must be reviewed by Contractor. At a minimum the home health agency must:

- (a) provide skilled nursing and other therapeutic services in the place of residence of its patients;
- (b) provide for the supervision of services by a physician, a registered nurse or a licensed practical nurse;
- (c) maintain clinical records of all patients;
- (d) receive prior authorization in writing from Contractor to provide home health services in each case.

Services for home health care are subject to all contract limitations.

(2) Supplies and Appliances:

Contractor provides durable medical equipment consistent with Oregon Medical Assistance program rules. Medical supplies used in a PCPs office are covered along with surgical implants, including such items as pacemakers and artificial joints. Ostomy and diabetic supplies are covered.

Braces are covered only during the acute healing phase following fractures, dislocations or post-surgery. Purchase of braces must be prior authorized by Contractor.

Podiatry services are covered when Members are referred by their PCP for a specified condition.

i. Dental Care:

Dental/Denturist Services are provided to Members as outlined in OMAP's Dental Services Rules and Guides. These services include:

- (1) Services identified as emergency.
- (2) Medichex screening and restoration.
- (3) Dental care for quadriplegics who need to use the mouth to carry out functions usually done by hands or feet.

j. **Translation:**

Contractor shall provide language translation for all Members who require it for all services provided under this contract. All information materials will be translated for members and available in print.

k. **Limitations**

(1) Prescription Drugs:

The following medications and accessories are covered only when prescribed by a participating physician and obtained at pharmacies contracting with Contractor. The participating pharmacies will be formulary compliant in dispensing policies:

- (a) The following are covered:
 - (A) Drugs for which a prescription is required by law.
 - (B) Legend drugs. Exceptions: See Exclusions below.
 - (C) The following non-legend drugs and items, regardless of strength or dosage form, whether singly or in combination, on prescription **ONLY**: Aspirin, Acetaminophen (e.g. Tylenol), Pseudoephedrine (e.g. Sudafed), Chlorpheniramine maleate (e.g. Chlor-Trimeton), Ibuprofen (e.g. Advil), Niacin (e.g. Nicobid), Permethrin (e.g. NIX), and Clotrimazole (e.g. Lotrimin-AF)
 - (D) Insulin. Disposable insulin needles/syringes.
 - (E) Dextroamphetamine (e.g. Dexedrine)
 - (F) Methamphetamine (e.g. Desoxyn)
 - (G) Tretinoin, all dosage forms (e.g. Retin-A), for individuals through the age of 25 years.
 - (H) Compounded medication of which at least one ingredient is a prescription legend drug.
 - (I) Any other drug which under the applicable state law may only be dispensed upon the written prescription of a physician or other lawful prescriber.
- (b) The following are not covered:

- (A) Drugs and medications when used in conjunction with cosmetic purposes.
- (B) Non-legend drugs other than insulin.
- (C) Anorectics (any drug used for the purpose of weight loss), except for those listed above.
- (D) Drugs related to non-covered transplants.
- (E) Infertility medications.
- (F) DESI drugs.
- (G) Growth Hormones.
- (H) Immunization agents, biological sera, blood or blood plasma.
- (I) Immunosuppressants, primarily indicated for organ transplantation.
- (J) Minoxidil (Rogaine) for the treatment of alopecia.
- (K) Tretinoin, all dosage forms (e.g. Retin-A), for individuals 26 years of age or older.
- (L) Yohimbine (Yocon).
- (M) Therapeutic devices or appliances, including needles, syringes, support garments and other non-medicinal substances, regardless of intended use.
- (N) Charges for the administration or injection of any drug.
- (O) Prescriptions which an eligible person is entitled to receive without charge from any Worker's Compensation Laws.
- (P) Drugs labeled "Caution-limited by federal law to investigational use," or experimental drugs, even though a charge is made to the individual.
- (Q) Medication which is to be taken by or administered to an individual, in whole or in part, while he or she is a patient in a licensed hospital, rest home, sanitarium, extended care facility, convalescent hospital, nursing home or similar institution which operates on its premises, or allows to be operated on its premises, a facility for dispensing pharmaceuticals.
- (R) Any prescription refilled in excess of the number specified by the physician, or any refill dispensed after one year from the physician's original order.

(c) **Dispensing Limitations for Drugs:**

- The amount normally prescribed by physician, but not to exceed a 34 day supply.

(2) **Transplants:**

Contractor will provide transplant benefits for medically necessary transplantation procedures for kidney, cornea and other transplants covered by the Oregon Medical Assistance Program.

Terms and conditions: Covered services and benefits are provided only in accordance with the following terms and conditions:

- Contractor determines that the procedure represents the safest and most effective method of treatment.
- Contractor provides a written referral for care to transplant or hemodialysis facility selected by Contractor from a list of facilities it has approved.
- If, after referral, either Contractor or the medical staff of the referral facility determines that the Member does not satisfy its respective criteria for the services involved, Contractor's obligation is limited to paying for covered services provided prior to such determination.
- Neither Contractor, nor physicians undertake to provide a donor or a donor organ or to assure the availability of a donor or of a donor organ or the availability or capacity of referral transplant facilities approved by Contractor.
- Contractor will pay for donor costs, whether or not the donor is covered under this contract. "Donor costs" refer to charges associated with removing the tissue from the donor's body and preserving or transporting it to the site where the transplantation is performed as well as any other charges pertaining to locating and procuring the organ.
- Living expenses are not covered for any person, including the Member.
- Transportation is not covered for any person, including the Member.

(3) **Medical Benefit Exclusions:**

Contractor will not cover the following:

- (a) Services or supplies rendered by a non-participating provider when such care has not been prior authorized by Contractor, except in cases involving a medical emergency.

- (b) Services or supplies rendered by participating professional providers, other than the Primary Care Provider, if not referred by the Primary Care Provider and prior authorized through Contractor.
- (c) Services or supplies Members receive before coverage under this Agreement begins, or after coverage under this Agreement ends. For hospitalization, an occasion of service begins upon admission.
- (d) Services or supplies which are, in Contractor's judgement, experimental or investigational for the diagnosis of the member being treated. Also excluded are services and supplies which support or are performed in connection with the experimental or investigational treatment. For purposes of this exclusion, experimental or investigational services include, but are not limited to, any services or supplies which, at the time the services are rendered and for the purpose and in the manner they are being used:
 - (A) have not yet received full FDA approval for other than experimental, investigational, clinical testing; **OR**
 - (B) are performed under a written research protocol by the provider; **OR**
 - (C) any that are not recognized by medical practitioners as conforming to accepted medical practice in the state of Oregon.
- (e) Self-help, training, or instructional programs, including, but not limited to, how to use durable medical equipment or how to care for a person in the family.
- (f) Services or supplies provided for treatment of addiction to tobacco, tobacco products or nicotine substitutes, including hypnosis, biofeedback, forms of relaxation training or counseling used to modify tobacco use.
- (g) Growth hormones.
- (h) Services otherwise available:
 - (A) Services or supplies for which payment could be obtained in whole or in part if a member had applied for payment under any city, county, state or federal law
 - (B) services or supplies for which no charge is made, or for which no charge is normally made in the absence of coverage.
- (i) Pain clinics or specialty pain programs.

- (j) Long-term rehabilitation, speech therapy, occupational therapy and physical therapy ("long term" is defined as more than two months in duration), and vocational counseling.
- (k) Services or materials in an institution for the mentally retarded except while a bed patient in an acute care hospital for conditions other than mental retardation.
- (l) Massage or massage therapy.
- (m) Any fertility treatment or reversal of sterilization procedures.
- (n) Services or supplies related to transsexualism, sex transformations, or paraphilias (sexual deviations), also mental, psychological, or physical evaluations for any of these disorders.
- (o) Biofeedback for any condition.
- (p) Private duty nursing (except when medically necessary as prescribed by a participating professional provider); personal comfort items such as television, telephone and guest meals while in a hospital if charged separately from the cost of the room.
- (q) Diet or rest cure hospitalization, custodial care, personal hygiene and other forms of supervised self-care.
- (r) Services performed for cosmetic purposes including certain reconstructive procedures unless performed for correction of functional disorders disease or as a result of an injury (subject to criteria established by Health Plan). Breast augmentation, reduction or reconstruction, and nasal rhinoplasty are not covered procedures.
- (s) Services and supplies provided for obesity or weight reduction. Specifically excluded are; gastric stapling procedures, weight loss programs, counseling, hypnosis, biofeedback, neurolinguistic programming, guided imagery and other forms of relaxation training as well as subliminal suggestion used to modify eating behavior.
- (t) Orthognathic surgery including maxillary or mandibular osteotomies, dental care, and TMJ medical, dental, or surgical management. Exception: the provision of prosthetics to repair head and facial structures damaged by trauma, disease, surgery or congenital deformity that cannot be managed with living tissue.
- (u) Routine eye exams, (except for EPSDT screenings,) for Members age 20 or older, to determine need for vision correction. In addition, benefits will not be provided for the following:
 - (A) the fitting, provision or replacement of eyeglasses, or contact lenses;

- (B) any charges for orthoptics, vitamin therapy, low vision therapy or eye exercises or fundus photography; and
 - (C) routine contact lens checks.
- (v) Surgical procedures which alter the refractive character of the eye, including, but not limited to, radial keratotomy, myopic keratomileusis and other surgical procedures of the refractive keratoplasty type, the purpose of which is to cure or reduce myopia or astigmatism. Additionally, reversals or revisions of surgical procedures which alter the refractive character of the eye are excluded.
 - (w) Routine physical examinations primarily for coverage, licensing, employment; and non-preventive purposes or other medical examinations or tests not connected with the care and treatment of an actual illness or injury (unless provided for under the prevention benefits of this contract). School physicals occurring more often than the scheduled preventive benefits are also excluded.
 - (x) Immunizations for the primary purpose of travel.
 - (y) Appliances or equipment primarily for comfort, convenience, cosmetics, environmental control or education, such as air conditioners, humidifiers, air filters, whirlpools, heat lamps or tanning lights.
 - (z) Rigid orthotics, their molds and castings and routine foot care.
 - (aa) Any charges for medical records necessary to determine benefits.
- (4) All services provided under the Refugee Screening Services are to include but not limited to:
- (a) Physician services related to screening services.
 - (b) Radiology and pathology services related to initial screening and assessment.
 - (c) Initial EPSDT health screening.
 - (d) Hepatitis immunization.
 - (e) Drugs prescribed for treatment of enteric diseases caused by ova and parasites.
 - (f) Screening, diagnosis, treatment, follow-up, surveillance, and prevention activities of health conditions considered to be public health problems. These conditions include:
 - (A) Tuberculosis
 - (B) Malaria

- (C) Enteric disease caused by ova and parasites
- (D) Sexually transmitted disease
- (E) Other acute infectious processes
- (F) Diseases preventable by immunization
- (g) Screening, diagnosis, limited treatment, follow-up and related activities of those health conditions discovered during the physical assessment and considered to be personal health problems.

12. Termination of This Agreement:

Except as expressly provided in this Section, all rights to services and other benefits hereunder terminate as of the effective date of termination.

a. **General Criteria for Termination of Agreement:**

This Agreement continues in effect subject to:

- (1) **Termination on Notice:** Either party may terminate this Agreement by giving sixty (60) days written notice to the other.
 - (a) **Full Disclosure:** Whenever Contractor initiates termination, OMAP and the Division has a right to full disclosure of Contractor's records pertinent to Contractor's decision to terminate. Such disclosure will be provided, in full, by Contractor promptly upon demand.
- (2) **Nonpayment:** If Division fails to make any monthly payment when due, or during the grace period, Contractor may terminate this Agreement effective immediately subject to the need for orderly and reasonable conclusion of client care in progress.

b. **Settlement Process:**

Except as stated elsewhere all terminations shall include a final accounting of fees received and Members enrolled, and shall be accomplished as follows:

For contract termination which occur during mid-month, Contractor shall be entitled to an adjusted capitation fee.

Any and all claims from other contractors, including emergency service providers, which have been incurred as of the month of termination, and which would have been a covered benefit, irrespective of knowledge or lack of knowledge of their existence, shall be the responsibility of Contractor and Contractor shall pay these claims promptly upon notice. OMAP shall be entitled to recover from Health Plan any portion of those claims due from Health Plan which OMAP pays.

c. **Termination by Division:**

- (1) In the event that Division terminates this Agreement, all rights to benefits, shall cease as of the effective date of termination.
- (2) The continuation of this Contract, or any extension, after the end of the biennium ending September 30, 1993, in which it is written, is contingent upon a new appropriation for the succeeding fiscal for the purpose of this Contract.

d. **Termination for Default of Health Plan:**

Division, by written notice of default, may terminate this Agreement immediately, or at such later date as Division may elect, upon delivery of written notice to Contractor at the address provided to Division at the time of execution of this Agreement. Such delivery of notice shall be deemed to have been met through depositing of the notice, as certified mail, to Contractor's address.

Notwithstanding other provisions elsewhere in this Agreement, Division shall be entitled to determine and seek recovery of damages for default.

e. **Termination for Lack of Funds:**

In the event funding from federal sources is withdrawn, reduced, or limited in any substantial way after the effective date of this Agreement and prior to normal completion, Division may terminate this Agreement without penalty, and subject, if possible to renegotiation under those new funding limitations and conditions.

f. **Care to be Orderly and Reasonable:**

Upon termination of this Agreement, for any reason, Contractor will assure the orderly and reasonable conclusion of care.

13. **Miscellaneous Provisions:**

a. **Government Status:**

Contractor certifies that it is not currently employed by the federal government to provide the work covered by this Agreement. Contractor certifies that Contractor is not an employee of the State of Oregon. Contractor is a contributing member of the Oregon Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payments under this Contract. 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 Public Employees' Retirement System.

b. **Acceptance of Agreement:**

Division and Contractor shall accept this Agreement by manual execution. The authorization to effect the terms and conditions singular to this Agreement requires the prior approval for legal sufficiency of the Department of Justice.

Division has no liability under this Agreement until it is agreed to by the parties hereto and approved for legal sufficiency by the Department of Justice.

c. **Agreement Binding on Members:**

By this Agreement, Division makes Contractor coverage available to persons who are eligible. However, this Agreement is subject to amendment, modification or termination in accord with any provision hereof or by mutual agreement between Contractor and Division without the consent or concurrence of Members. By utilizing medical and hospital coverage pursuant to this Agreement, or accepting benefits hereunder, all Members legally capable of contracting, and the legal representatives of all Members incapable of contracting, agree to all terms, conditions and provisions hereof.

d. **Applications, Statements, and Questionnaires:**

Members shall complete and submit to Contractor such applications, or other forms or statements as Contractor may reasonably request.

e. **Identification Cards:**

Cards issued by Contractor to Members pursuant to this Agreement are for identification only. Possession of a Contractor identification card confers no rights to services or other benefits under this Agreement. To be entitled to such services or benefits the holder of the card must, in fact, be an active REEP participant.

f. **Administration of Agreement.**

The Agreement shall be governed and construed in accordance with the laws of the State of Oregon. Contractor and Division jointly may adopt reasonable policies, procedures, rules and interpretations to promote orderly and efficient administration of the Agreement with respect to any provision of this Agreement which is in conflict with federal or state statutes in order to conform to the requirements of such statute(s).

g. **Right to Examine Records.**

Contractor, at reasonable times, may examine Division's and OMAP's records with respect to eligibility and monthly payments under this agreement.

h. **Notices.**

Any notice under this Agreement shall be deemed given when delivered or mailed, postage prepaid, by certified mail through the U.S. Postal Service, addressed as follows:

If to Health Plan:

Multnomah County - Department of Human Resources

If to a Member:

To the latest address provided for the Member on enrollment or change of address forms actually delivered to the REEP Project.

If to Division:

State Refugee Coordinator
AFS - Oregon Refugee Program
Human Resources Building, 2nd Floor
Salem, OR 97310

i. **Nondiscrimination in Employment.**

(1) Discrimination Prohibited:

During the performance of this Agreement Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, creed, marital status, or the presence of any sensory, mental or physical handicap. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, color, religion, sex, or national origin, creed, marital status, age, or the presence of any sensory, mental or physical handicap. 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 programs for training, including apprenticeships.

(2) Non-compliance with Nondiscrimination Plan:

In the event Contractor fails or refuses to fully 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); this Agreement may be rescinded, cancelled, or terminated in whole or in part, and Contractor may be declared ineligible for further contracts with the OMAP. Contractor shall, however be given reasonable time in which to cure an issue of non-compliance. Any dispute may be resolved in accordance with the "Disputes" procedures set forth herein.

j. **Nondiscrimination in Client Service:**

Contractor shall not, on the grounds of race, color, sex, religion, national origin, creed, marital status, age, or the presence of any sensory, mental, or physical handicap:

- (1) Deny any individual any services or other benefits provided under this Agreement.
- (2) Provide any service(s) or other benefits to an individual which are different or are provided in a different manner, from those provided to others under this Agreement.
- (3) Subject an individual to segregation or separate treatment in any matter related to his or her receipt of any service(s) or other benefits provided under this Agreement.
- (4) Deny any individual an opportunity to participate in any program provided by this Agreement through the provision of services or otherwise or will

afford him or her an opportunity to do so which is different from that afforded others under this Agreement. Contractor, in determining (a) the types of services or other benefits to be provided, (b) the class of individuals to whom, or the situation in which, such services or other benefits, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, religion, national origin, creed, marital status, age, or the presence of any sensory, mental or physical handicap or have the effort of defeating or substantially impairing accomplishment of the objectives of this Agreement in respect to individuals of a particular race, color, sex, religion, national origin, creed, marital status, age, or the presence of any sensory, mental or physical handicap.

k. **Complaints Alleging Discrimination:**

Contractor agrees that complaints alleging discrimination against the intended beneficiaries of funds monitored by the State because of race, color, sex, religion, national origin, creed, marital status, age, or the presence of any sensory, mental or physical handicap will be referred to Division for review and appropriate action.

l. **Indemnification:**

- (1) Contractor shall save, hold harmless, indemnify and protect the State of Oregon, OMAP and Division, its officers, agents, and employees from all loss, damages, judgments, and other costs whatsoever which arise or are alleged to have arisen from the performance or failure to perform activities of any nature under, or believed to be under, this Agreement. These indemnification and protection principles extend through all tiers of this Agreement, including any employees, agents, subcontractors, directors or other persons who perform for Contractor in any form.
- (2) Notwithstanding that medical personnel and medical facilities may establish professional relationships with Members and are responsible within the realm of standard and accepted practices for providing timely and effective care to Members, Contractor remains liable and responsible to Division for all events emanating from this Agreement.

m. **Assignment of Agreement or Claims:**

Contractor shall not assign this Agreement, except as specifically provided for herein, nor any claims arising therefrom without prior written approval of Division and subject to such conditions and provisions as Division may deem necessary. No such approval by Division of any assignment or claims shall be deemed in any manner to provide for the incurrence of any obligation by OMAP in addition to the total agreed upon consideration.

n. **Safeguarding of Member Information:**

Except as otherwise specifically provided for, the use of or disclosure by any party of any patient identifying information concerning a Member for any purpose not directly connected with the administration of OMAP's, Division's or Contractor's responsibilities with respect to services provided under this Agreement is

prohibited except on written consent of the recipient or client, his or her attorney, or his or her responsible parent or guardian.

o. Right of Inspection:

Contractor shall provide right of access to its facilities, financial and medical records to the representatives of the federal government, Division, OMAP, and all duly authorized representatives at any reasonable time in order to monitor and evaluate cost, performance, compliance, and/or quality, appropriateness, and timeliness of services performed under this Agreement. Inspection shall be restricted to those applicable medical records pertaining to medical services provided to a Member as well as those records pertinent to determining costs payable under the contract. Such records shall be maintained pursuant to 45 CFR Part 74 and, also, for at least a three-year period after final payment is made under the contract or subcontract and all pending matters are closed. In addition, if an audit, litigation, or other action involving the records commences prior to the end of the three-year period, the records must be retained until all issues arising out of the action are resolved or until the end of the above period, whichever is later.

p. Savings:

If the sum of the Allowable Costs are less than the sum of the Capitation Payments and Third Party Resources, the difference will be retained by Contractor.

q. Risk Assumption:

Contractor assumes full financial risk for providing the health services required under this contract and will bear all losses incurred up to the Stop-Loss threshold incurred in sub-section 10. Contractor may obtain reinsurance at its option; however, Contractor must retain, after reinsuring, at least 80% of the underwriting risk.

r. Contractor Not Employee of OMAP or Division:

Contractor, its employees or agents performing under this Agreement are not employees or agents of OMAP or Division. Contractor employees, or agents will not hold themselves out nor claim to be officers or employees of OMAP, Division or of the State of Oregon by reason hereof and will not make any claim, demand, or application to or for any right or privilege applicable to an officer.

s. Membership Satisfaction Procedure:

(1) Oral Complaint. An oral complaint may be made to Contractor at the International Health Clinic or other Multnomah County Health Clinic.

If the complaint is not satisfactorily resolved, Member may file a written complaint.

(2) Written Complaint. A written complaint must be given or sent to a Multnomah County Clinic Manager or REEP Manager.

- (3) Action on Complaint. The Clinic Manager determines the action required to resolve the complaint, including transmitting complaints requiring action by other persons in the Program to such persons.

The Contractor Member Representative shall respond in writing in their native language to the member within 30 days after receiving the written complaint. If additional time is needed, the Clinic Manager or REEP Manager shall notify the Member orally or in writing within the 30-day period, and shall state the approximate number of days needed to respond.

The written response in the member's language contains the resolution of the complaint, the basis for the resolution, and notification that a Member who is not satisfied with the result may seek a review of the resolution of the complaint and that Member may submit additional information.

- (4) Review. A request for a review must be filed with Contractor Office within 30 days after receiving notice of the resolution.

Contractor Office reviews the complaint and the initial resolution and any additional information submitted by the Member, and notifies the Member of the decision within 30 days. If Contractor Office needs additional time to complete the review, the Member is notified orally or in writing within the 30-day period, stating the approximate number of days needed to respond.

To assure that problems in the operation of the clinic are brought to the attention of Contractor's management, and that the Quality Assurance Procedure is operating efficiently, periodic reports of the Procedure's operation are made to Contractor's management.

Should a Member not be satisfied with Contractor's final resolution of a complaint, he or she may request a Fair Hearing from OMAP. Contractor will present its position at such Fair Hearing, furnish all applicable files and records to Division Hearing Officer conducting such hearing, and implement the Fair Hearing decision of Division. Implementation of such Fair Hearing decision shall not be the basis for Disenrollment of the Member by Contractor.

- (5) Grievance Procedure. A copy of the OMAP approved grievance procedure shall be furnished each Member by Contractor at no cost at the time of enrollment.

Contractor shall submit, to OMAP for approval, any revision of the grievance procedure prior to implementation.

t. **Fiscal Records, Controls, Reports and Monitoring Procedures:**

Contractor agrees to maintain books, records, documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times for inspection, review, or audit by State personnel and other personnel duly authorized by OMAP or Division as well as by federal personnel. Contractor agrees to collect statistical

data of a fiscal nature on a regular basis to the extent possible under its existing systems and procedures and to make fiscal statistical reports at times prescribed by, and on forms compatible with the data that Contractor is able to provide, furnished by OMAP. Contractor agrees to include these requirements in all approved subcontracts and assignments. All such above records shall be maintained pursuant to 45 CFR Part 74.

Section 9431 of the Omnibus Budget Reconciliation Act of 1986 (Pub. L. 99-509) requires Contractor to provide for an annual, independent, external review of services rendered under this Agreement. Such review is to be performed by either a Professional Review Organization (PRO) or other private accreditation body. The results of this review are to be made available to OMAP and, upon request, to the Secretary and Inspector General of the Department of Health and Human Services and to the Comptroller General. For services rendered under this and the preceding Agreement, this review will be conducted to cover a one-year period of service delivery. Contractor agrees to fully cooperate in the conduct of this review.

u. **Promotional Material:**

Contractor will provide to Division staff, for approval prior to use, the form and content of all public information releases pertaining to this Agreement.

v. **Subcontracts:**

Contractor shall not enter into any subcontract specifically for any of the work contemplated under this Agreement without obtaining prior written approval of the OMAP Contracts Manager. Subcontracts must meet the requirements of 42 CFR 434.6(b), including:

- (1) Be in writing and include a provision which requires compliance with appropriate provisions of this Agreement.
- (2) Specify the functions to be subcontracted. These functions which must be appropriate to the service or activity covered under this Agreement.
- (3) In no way terminate or limit the legal responsibility of Contractor to assure that all activities under the Agreement are properly carried out.
- (4) Contain a provision that the subcontractor shall not request, or obtain, payment from OMAP, Division or any Member for the services performed.
- (5) Contain a provision that all applicable records shall be retained for at least a three-year period after final payment is made under the subcontract and all pending matters are closed. In the event an audit, litigation, or other action involving the records commences before the end of the three-year period, the subcontract 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.

w. **Comparative Rate:**

Contractor shall file with OMAP the rates and provision of its other group contracts offered to the general public together with the basis for rating the individual services covered by the Agreement upon request of OMAP or Division.

x. **Payment to Others:**

Contractor shall make prompt payment of all in-area or out-of-area services which are required by the Agreement and rendered by providers with which Contractor does not have arrangements and which are an emergency. Payment schedules will be available upon request by the OMAP. Contractor agrees to indemnify OMAP, Division, and Members for all costs for services provided for under this Agreement, including providing a final statement of claims made against Contractor by Members and also by others, including other medical providers, and stating the disposition of those claims.

y. **Marketing:**

- (1) Contractor shall ensure that all marketing representatives have received instruction on acceptable enrollment practice and have demonstrated their comprehension of such instructions to the satisfaction of Division.
- (2) Contractor assures Division that marketing plans, procedures, and materials are accurate, and do not mislead, confuse or defraud potential REEP Members, OMAP or Division. Contractor shall review new or revised marketing material for conformance with services and stipulations identified in this Agreement if such material will be disseminated to potential REEP Members. Contractor shall provide copies of marketing material and/or handbooks to REEP staff when such materials are developed or revised prior to their dissemination.

Contractor shall inform REEP of the form and content of information and instruction materials to be distributed to inform Members of changes in program scope or administration releases pertaining to this plan.

z. **Third-Party Resource Recovery:**

(1) Third-Party Resources:

- (a) Types of third-party resources include, but are not limited to, the following categories:
 - (A) Private Hospital and Medical Insurance, including any Prepaid HMOs.
 - (B) Disability Compensation Insurance
 - (C) Workers' Compensation (Industrial Accident)
 - (D) CHAMPUS
 - (E) Veterans Administration benefits
 - (F) Railroad Retirement
 - (G) Estates or Probate of Deceased Medical Assistance Recipients or Responsible Persons.
 - (H) Absent Parents (Child Support Enforcement IV-D Program)
 - (I) Liable Individuals

(J) School Injury Insurance

- (b) Contractor shall be responsible for initiating necessary action to effect third-party collections wherever it is determined that a third-party is liable for paying all or part of the medical cost of an injury, disease, or disability of a Public Assistance Recipient covered under this Agreement.
- (c) Identification of Third-Party Collections: Contractor shall be responsible for maintaining records in such a manner so as to assure that all monies collected from third-party resources may be identified on behalf of Members. Contractor shall make these records available for audit and review. Contractor hereby certifies that all third-party collections are identified and fully used as a source of revenue for rate-setting purposes.
- (d) Workers' Compensation (Industrial Insurance): Notwithstanding the fact that Contractor excludes work-related injuries from coverage under this Agreement, all monies collected from injuries suffered by Members shall be identified as third-party resources in that the cost of providing coverage for these services as well as the revenues generated are a consideration in rate setting.

(2) Injuries or Illnesses Caused or Alleged to be Caused by Third Parties or in Certain Private Passenger Motor Vehicle Accidents:

- (a) Services Received at Facilities Contracting with Contractor. If an injury or illness is: (i) caused or alleged to be caused by an act or omission of a third party; or (ii) incurred in a private passenger motor vehicle accident covered by the "no-fault" provisions of Chapter 742 of the Oregon Revised Statutes or any other state or federal legislation of similar purpose, services and other benefits are furnished by Physicians and Hospitals for such injuries or illnesses at Non-Member Charges. Payment of these charges is the Member's responsibility. However, Member is not required to pay any amount that exceeds the total amount Member (or his or her estate, parent or legal guardian) collects (i) from or on behalf of the third party; or (ii) from any party making payment on behalf of Member under any 'no-fault' insurance coverage described in Sections 742.500-742.542 of the Oregon Revised Statutes or any 'uninsured motorist' or 'underinsured motorist' insurance coverage described in Section 742.502 of the Oregon Revised Statutes and any other state or federal legislation of similar purpose(s).

A Member must make reasonable efforts to obtain payment because of the injury or illness and remits all amounts to Contractor up to the value of the services received.

- (b) Services Received at Facilities Not Contracting with Contractor. If an injury or illness is: (i) caused or alleged to be caused by an act or omission of a third party; or (ii) incurred in a private passenger motor vehicle accident covered by the "no-fault" provisions of Chapter 742 of the Oregon Revised Statutes or other state or

federal legislation of similar purpose, payments to physicians, hospitals and other providers not contracting with Contractor are made in accordance with the emergency and transfer requirements of this contract. Such payments are limited to amounts in excess of any monetary recovery from or on behalf of the third party; or from any party making payment on behalf of the Member under any 'no-fault' insurance coverage described in Sections 742.500-742.542 of the Oregon Revised Statutes of any 'uninsured motorist' or 'underinsured motorist' insurance coverage described in Section 742.502 of the Oregon Revised Statutes and any other state or federal legislation of similar purpose(s).

- (c) Other Provisions. Members must cooperate in protecting Contractor's interest under circumstances of third party recovery. Members must execute and deliver to Contractor or its nominee all assignments, subrogation agreements or other documents which Contractor determines are necessary or proper to permit it or its nominee to recover the full amount of the charges, or payments made from any source from which the Member could have recovered. Members authorize and direct any person making any payment on account of any such injury or illness to pay to Contractor or its nominee the amount necessary to discharge the Member's obligation.

These provisions do not affect Members' obligations to pay Supplemental Charges. The provisions apply even if the total amount of the recovery on account of the injury or illness is less than the Member's actual loss.

The assignment of rights to benefits obtained from a Member is effective only for covered services of this Agreement.

aa. **Miscellaneous Federal Requirements:**

Contractor shall comply with the provisions of the Clean Air Act (Section 306, 42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), which prohibit the use of facilities included on the EPA List of Violating Facilities. Any violations shall be reported to the Department of Health and Human Services and to the USEPA Assistant Administrator for Enforcement (EN-329).

ab. **Energy Efficiency:**

Contractor shall comply with any applicable 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 (Title III, Part C, Public Law 94-163).

ac. **Abortions, Sterilizations, and Hysterectomies:**

- (1) Abortions: The only abortions which qualify for Federal Funds are those performed because the life of the mother is endangered. FFP (Federal

Financial Participation) qualification requires a certification by the physician to this effect in writing to the Medicaid Agency. Subject certification must contain the name and address of patient, and be dated prior to the time of service.

When abortions not meeting Federal requirements are provided to Members, the premium rate of the month in which the non-FFP eligible services were performed will not be paid by Division.

- (2) Sterilizations: Only those sterilizations meeting Federal requirements may be claimed under this Agreement. Federal requirements state an individual eligible for sterilization must be mentally competent, 21 years of age or older and the waiting period between consent and sterilization must be at least thirty (30) days, except in the case of premature delivery or emergency abdominal surgery that takes place at least seventy-two (72) hours after consent is obtained. The consent is effective for one hundred eighty (180) days from the date of signing the consent form.

Federal Financial Participation (FFP) may not be claimed for any expenditures involving sterilizations unless the State Medicaid agency, before making payment, obtained documentation (consent form) showing that the requirements were met.

Any sterilization performed which does not meet the Federal requirements must be factored out of the capitation rate.

- (3) Hysterectomies: Hysterectomies will be approved only for medical reasons unrelated to sterilization and the individual and her representative, if any, must be informed orally and in writing that the hysterectomy will render her permanently incapable of reproducing. However, an acknowledgment is not required if (a) The patient is already sterile prior to the procedure or (b) If the procedure was performed under a life-threatening emergent condition. Hysterectomies performed under condition (a) require certification in writing by the physician that the person was already sterile as well as the cause of the sterility. Hysterectomies performed under condition (b) require certification in writing by the physician describing the nature of the life-threatening emergent circumstances and the fact prior acknowledgment was not possible.

Federal Financial Participation (FFP) may not be claimed for any expenditures involving hysterectomies unless the State Medicaid agency, before making payment, obtained the applicable documentation (acknowledgment of receipt of hysterectomy information or certification from the physician) to ensure that the requirements were met.

Any hysterectomy performed which does not meet the Federal requirements shall be factored out of the capitation rate.

ad. **Quality Assurance System:**

Contractor shall provide for an internal quality assurance system that:

- (1) Collects and maintains medical record information on all Members.

- (2) Monitors for consistency with the utilization control requirements set forth in 42 CFR 456.
- (3) Provides for review by appropriate health professionals the procedures followed in providing health services.
- (4) Provides for a systematic data collection of performance and patient results.
- (5) Provides for interpretation of data to the practitioners.
- (6) Provides for making needed changes.

ae. **Severability:**

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

af. **Successors in Interest:**

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their representative successors and assigns.

ag. **Attorney Fees:**

In the event a lawsuit of any kind is instituted on behalf of OMAP or Division to obtain performance of any kind under this Agreement, Contractor agrees to pay such additional sums as the court may adjudge for reasonable attorney fees and to pay all costs and disbursements incurred therein.

ah. **Waiver:**

The failure of OMAP or Division to enforce any provision of this Agreement shall not constitute a waiver by OMAP or Division of that or any other provision.

ai. **Professional Liability Insurance:**

Contractor shall ensure that all persons and entities performing services under this Agreement obtain and keep in effect during the term of this Agreement professional liability insurance which provides coverage of direct and vicarious liability relating to any damages caused by an error, omission or any negligent acts. The insurance policy shall provide coverage of not less than the amount of \$50,000 per person per incident, and \$200,000 per person in whole, and \$500,000 out on a single act.

aj. **Tax Compliance:**

By execution of this Agreement, 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 Contractor is not in violation of any of the tax laws described in ORS 305.380(4).

ak. **Compliance with Other Federal Requirements:**

Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Section V of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and all amendments to those acts and all regulations promulgated thereunder.

al. **Compliance with State Public Law Requirements**

A. Contractors shall comply with all state laws applicable to the work under this contract, including ORS 279.312, 279.314, 279.316, 279.320, and 279.555, see below, which Contractor agrees shall apply to and govern the performance of this contract.

- (1) 279.312 Conditions of public contracts concerning payment of laborers and materialmen, contributions to Industrial Accident Fund, liens and withholding taxes. Every public contract shall contain a condition that the contractor shall:
 - (a) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.
 - (b) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
 - (c) Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
 - (d) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- (2) 279.314 Condition concerning payment of claims by public officers.
 - (a) Every public contract shall also contain a clause or condition that if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the state, county, school district, municipality, municipal, corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract.

- (b) The payment of a claim in the manner authorized in this section shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.
- (3) 279.316 Condition concerning hours of labor.
- (a) Every public contract shall also contain a condition that no person shall be employed for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279.061, the laborer shall be paid at least time and a half pay for all overtime in excess of eight hours a day and for work performed on Saturday and on any legal holiday specified in ORS 279.334.
 - (b) In the case of contracts for personal services as defined in ORS 279.051, the contract shall contain a provision that the laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C sections 201 to 209 from receiving overtime.
- (4) 279.320 Condition concerning payment for medical care and providing workers compensation.
- (a) Every public contract shall also contain a condition that the contractor shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all moneys and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
 - (b) Every public contract also shall contain a clause or condition that all employers working under the contract are subject employers that will comply with ORS 656.017.
- (5) As required by ORS 279.555 in the performance of this contract the contractor shall use, to the maximum extent economically feasible, recycled paper.

B. Contractor shall include the provisions of this section in all Subcontract.

14. Cooperation With Utilization, Quality, Or Access Review:

For the purpose of utilization, quality, or access review by OMAP or Division, or its designated review organization, Contractor shall in a timely manner and without charge:

- a. Provide complete requested medical charts for review;
- b. Provide a suitable work area for reviewers;
- c. Provide copying capabilities for reviewers;
- d. Respond to review organization's Corrective Action Plan process.

15. Truth In Lobbying Act:

The undersigned certifies, to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of 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 an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor agrees to 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 State of Oregon Office of Medical Assistance Programs, for any damages suffered by OMAP 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 transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction 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.

16. Merger:

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND APPROVED AS OUTLINED IN SECTION 5. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. HEALTH PLAN, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES HAVING READ THE AGREEMENT, UNDERSTANDING IT, AND AGREEING TO BE BOUND BY ITS TERMS AND CONDITIONS.

Meeting Date: DEC 29 1992

Agenda Number: C-3

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Ratification of Contract with Oregon Health Division

Board Briefing: _____ Regular Meeting: _____
(date) (date)

Department: Health Division: _____

Contact: Fronk Telephone: x4274

Person(s) Making Presentation: Fronk

Action Requested

Information Only Policy Direction Approval

Estimated Time Needed on Board Agenda: 5 minutes or less

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):

Ratification of contract with Oregon Health Division in which the State will provide HIV Prevention services for women and infants. Services include research, technical assistance, reporting and grant writing etc. Funds to pay for the services are derived from a federal grant.

1/5/93 originals to Herman Brane

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 DEC 17 PM 4:46

Signatures

Elected Official _____

OR

Department Director Billi Adgaard

(All accompanying documents must have required signatures!)



MULTNOMAH COUNTY OREGON



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

BOARD OF COUNTY COMMISSIONERS
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: Bill Odegaard, Health Department Director
FROM: Tom Fronk, Health Department Business Services Manager
DATE: December 3, 1992
SUBJECT: Contract With Oregon Health Division

Retroactive

The final Notice of Grant Award for funds necessary to fund the project was not received by the Health Department until November 17, 1992. Health Department policy will not permit the commitment of funds until the Notice of Grant Award is received.

Recommendation

The Health Department recommends County Chair approval and Board ratification of this Intergovernmental Agreement with the Oregon Health Division for the period October 1, 1992 to and including September 30, 1993.

Analysis

The county has been awarded a grant from the Centers for Disease Control, entitled HIV Prevention in Women and Infants Grants and two other grants, that require certain services from the state. The state will perform all required research, provide technical assistance in project evaluation/research, assist in development of required quarterly performance reports, assist in developing a noncompeting continuation grant application, and conduct a needs assessment of the target population. The county will pay the state a maximum of \$245,634.

Background

The grants that finance the contract were awarded by the Centers for Disease Control, National Institute on Drug Abuse, and the Office of Treatment Improvement.



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

Contract # 201323
Amendment # _____

MULTNOMAH COUNTY OREGON

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-3</u> DATE <u>12/29/92</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u> BOARD CLERK</p>
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Department HEALTH Division _____ Date _____

Contract Originator Brame Phone x2670 Bldg/Room 160/2

Administrative Contact Fronk Phone x4274 Bldg/Room 160/7

Description of Contract Provide services related to Multnomah County's HIV Prevention in Women and Infants Grant #U62-CCUo06947-01. Services include: research, technical assistance, reporting and grant writing etc.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Oregon Health Division

Mailing Address 800 N.E. Oregon St. #21
Portland, Oregon 97204

Phone 229-6380

Employer ID# or SS# N/A

Effective Date September 1, 1992 ~~September 1, 1992~~ Oct. 1, 1992

Termination Date September 30, 1993

Original Contract Amount \$ _____

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 245,634

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt

Monthly \$ _____ Net 30

Other \$ _____ Other _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Billi Redgaard

Purchasing Director _____
(Class II Contracts Only)

County Counsel [Signature]

County Chair / Sheriff [Signature]

Contract Administration _____
(Class I, Class II Contracts Only)

Encumber: Yes No

Date 12/14/92

Date _____

Date 12-17-92

Date 12/29/92

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	D15	D340			6060				\$245,634	
02.	156	D15	D350			6060					
03.	156	D15	D-(75A)			6060					

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

MULTNOMAH COUNTY
AND
OREGON HEALTH DIVISION

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this ____ day of _____, 1992, by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon (hereinafter referred to as "COUNTY"), and the Oregon Health Division, (hereinafter referred to as "STATE"),

WITNESSETH:

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

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

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

1. Term.

The term of this Agreement shall be from October 1, 1992, to and including September 30, 1993, unless sooner terminated under the provisions hereof.

2. Services.

STATE services under this contract will consist of the following:

A) Assume responsibility for all research components of COUNTY'S HIV Prevention in Women and Infants Grant #U62-CCU006947-01.

1) Provide technical assistance in the area of project evaluation/research.

2) Assist in development of all quarterly performance reports required by the Centers for Disease Control.

3) Assist in development of a noncompeting continuation grant application.

4) Prepare a report on the results of the formative evaluation.

5) Employ data from the formative evaluation to assist in development of a community-based intervention.

6) Develop an outcome evaluation protocol, including sampling procedures, enrollment criteria, and outcome instrument.

7) Comply with all special terms and conditions of award required by the Centers for Disease Control.

8) Represent project in all required meetings and negotiations with the Centers for Disease Control and in appropriate joint projects with other cooperative agreement participants.

B) Assume responsibility for all research components of Multnomah County's Targeted HIV Risk Reduction in Drug Treatment Dropouts Grant #1VO1DA07302-01.

1) In a timely manner transmit all RBA data collected by COUNTY to the National Institute on Drug Abuse or their designee.

2) Provide technical assistance in the area of project evaluation/research.

3) Assist in development of all progress reports required by the National Institute on Drug Abuse.

4) Assist in development of a noncompeting continuation grant application. Submit with the continuation grant application a 250-300 word summary of the most important research results to date, and their significance to the field with specific references to the publications in which these findings are reported.

5) Develop questionnaires to assess the effects of the local intervention.

6) Serve as consultants regarding the implementation and evaluation of the enhanced intervention program as needed.

7) Comply with all special terms and conditions of award as outlined by the National Institute on Drug Abuse.

8) Represent project in all required meetings and negotiations with NIDA and with other cooperative agreement participants.

C) Assume responsibility for all research components of Multnomah County's AIDS Outreach for Substance Abusers Grant #OTI-92-02.

1) Provide technical assistance in area of research design and process to COUNTY operations staff.

2) Assist in compilation of all progress reports required by Office of Treatment Initiatives (OTI).

3) Provide technical assistance in the development of outcome evaluation tools and tracking systems.

4) Develop computerized data bases. Transmit all data provided by COUNTY to OTI as required.

5) Assist in development of a noncompeting continuation grant application.

6) Comply with all special terms and conditions of award as outlined by Office of Treatment Initiatives.

7) Represent project in all required meetings and negotiations with OTI and with other cooperative agreement participants.

3. Compensation.

A. COUNTY agrees to pay STATE a maximum of \$245,634 based on the following terms:

1) \$20,470 per month. STATE will submit quarterly revenue and expenditure reports.

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

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

4. Contractor is Independent Contractor

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

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

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

5. Workers Compensation

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

6. Contractor Identification

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

7. Subcontracts and Assignment

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

8. Access to Records

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

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. Adherence to Law

A. STATE shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations and policies concerning workers' compensation, and minimum and prevailing wage requirements.

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

11. Modification

A. In the event that COUNTY'S Agreement obligation is amended by a federal or state initiated change, COUNTY shall amend this Agreement through written notification of changes sent to STATE by mail. STATE shall sign the amendment and return to COUNTY within twenty (20) working days of receipt of COUNTY'S notification document.

B. Any other amendments to the provisions of this Agreement, whether COUNTY or STATE initiated, shall be reduced to writing and signed by both parties.

12. Integration

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

13. Record Confidentiality

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

14. Early Termination

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

B. This Agreement may be terminated by either party by sixty (60) days written notice to the other party.

C. Immediate termination or amendment by COUNTY may occur under any of the following conditions:

1) Upon notice of denial, revocation, suspension or nonrenewal of any license or certificate required by law or regulation to be held by STATE to provide a service under this Agreement.

2) Upon notice if STATE fails to start-up services on the date specified in this Agreement, or if STATE fails to continue to provide service for the entire Agreement period.

3) Upon notice to COUNTY of evidence that STATE has endangered or is endangering the health and safety of clients/residents, staff, or the public.

4) Upon evidence of STATE'S financial instability which COUNTY deems sufficient to jeopardize customary level and/or quality of service.

D. Payment to STATE will include all services provided through the day of termination and shall be in full satisfaction of all claims by STATE against COUNTY under this Agreement.

E. Termination under any provision of this section shall not affect any right, obligation or liability of STATE or COUNTY which accrued prior to such termination.

15. Litigation.

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

16. Oregon Law and Forum

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

17. Certification Regarding Lobbying

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

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this contract, the contractor shall complete and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.

18. OMB Circular A-133

If CONTRACTOR is determined by the COUNTY to be a subrecipient of federal funds passed through the COUNTY, the CONTRACTOR will submit an annual federal compliance audit in conformity with OMB Circular A-133, which applies the Federal Single Audit Act of 1984, Public Law 98-502, to nonprofit organizations.

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

OREGON HEALTH DIVISION

By _____

Date _____

93-6001752
Federal I.D. Number

MULTNOMAH COUNTY, OREGON

By Gladys McCoy
Gladys McCoy
Multnomah County Chair

Date 12/29/92

HEALTH DEPARTMENT

By: Billi Odegaard
Billi Odegaard, Director

Date: 12/14/92

HEALTH DEPARTMENT

By: Jeanne Soreed
Program Manager

Date: 12/15/92

REVIEWED:

LAURENCE B. KRESSEL, County Counsel
for Multnomah County, Oregon

By: [Signature]

Date: 12.17.92

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-3 DATE 12/29/92
DEB BOGSTAD
BOARD CLERK

Meeting Date: DEC 29 1992

Agenda Number: C-4

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Ratification of an Agreement with Clackamas County, Contract # 100073

Board Briefing: _____ Regular Meeting: _____
(date) (date)

Department: Social Services Division: Mental Health, Youth, and Family Services

Contact: Kathy Tinkle Telephone: 248-3691

Person(s) Making Presentation: Dr. Gary Nakao/Gary Smith

Action Requested

Information 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):

Ratification of an agreement between the Multnomah County Mental Health, Youth, and Family Services Division's Office of Child and Adolescent Mental Health and Clackamas County for the period of January 1, 1993 through June 30, 1993. Clackamas County will provide Day Treatment Services for Partners Project children for a fee of \$125 per day for the requirements of the contract.

11/5/93 ORIGINALS TO KATHY TINKLE

BOARD OF
COUNTY COMMISSIONERS
1992 DEC 17 PM 4:46
MULTNOMAH COUNTY
OREGON

Signatures

Elected Official _____

OR

Department Director Gary Nakao / P. Bogush

(All accompanying documents must have required signatures!)



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
SOCIAL AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK ST., 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691
FAX (503) 248-3379

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

M E M O R A N D U M

TO: Gladys McCoy,
Multnomah County Chair

VIA: Gary Hansen, Director
Department of Social Services

FROM: Gary Smith, Director
Mental Health, Youth, and Family Services Division

DATE: December 11, 1992

SUBJECT: Approval of an IGA with Clackamas County - Mental Health

RECOMMENDATION: The Mental Health, Youth, and Family Services Division recommends Chair and Board approval of an Intergovernmental Agreement between the MED-Office of Child and Adolescent Mental Health Services (OCAMHS) Program and Clackamas County for the period January 1, 1993 through June 30, 1993.

ANALYSIS/BACKGROUND: This document renews the agreement with Clackamas County to provide Day Treatment Services for Partners Project clients for a rate of \$125 per day, on a fee for service basis for the requirements of the contract. This agreement was originally signed by the County in June 1992 during the regular renewal process to be effective July 1, 1992 and mailed to Clackamas County for their signatures. Clackamas County was unable to obtain the needed signatures, had not yet provided any of the services, would not be able to provide services until January 1 and requested we void the original contract and re-issue a new one with the January 1, 1993 effective date rather than sign a now five month old document. This document is that agreement.

The Partners Project is a cooperative interagency effort, between State and County agencies, Portland Public and Centennial School Districts to serve children and adolescents whose emotional impairment puts them at imminent risk of inpatient psychiatric hospitalization or long-term residential care. The project is funded in part by a grant awarded to the State of Oregon by the Robert Wood Johnson Foundation and subject to special conditions and requirements. A request to extend the exemption for Day Treatment Services is in process.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 100073

Amendment #

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-4</u> DATE <u>12/29/92</u></p> <p style="text-align: center;">DEB BOGSTAD</p> <p style="text-align: center;">BOARD CLERK</p>
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Department Social Services Division MHYFSD Date December 4, 1992

Contract Originator _____ Phone _____ Bldg/Room _____

Administrative Contact Kathy Tinkle Phone 248-3691 Bldg/Room 160/6

Description of Contract An IGA wherein the Contractor will provide Day Treatment Services for Partners Project clients effective January 1, 1993 through June 30, 1993. Re-issued contract.

RFP/BID # N/A IGA Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name CLACKAMAS COUNTY (Mental Health/ATN: Olivia Smith)

Mailing Address P.O. Box 164
Marylhurst, OR. 97036

Phone 655-8651

Employer ID# or SS# 93-6002286W

Effective Date January 1, 1993

Termination Date June 30, 1993

Original Contract Amount \$ _____

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ Requirements

Remittance Address _____ (If Different)

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt

Monthly \$ _____ Net 30

Other \$ Fee for Service Other _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager [Signature]

Purchasing Director (Class II Contracts Only) [Signature]

County Counsel [Signature]

County Chair / Sheriff [Signature]

Contract Administration (Class I, Class II Contracts Only) _____

Encumber: Yes No

Date 16 Dec 92

Date _____

Date 12-17-92

Date 12/29/92

Date _____

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND	
01.	156	010	1632			6060				REQ.		
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
SUBCONTRACT AGENCY AGREEMENT

DURATION OF AGREEMENT: January 1, 1993 TO: JUNE 30, 1993 CONTRACT #: 100073
CONTRACTOR NAME: Clackamas County TELEPHONE: 655-8651
CONTRACTOR ADDRESS: P.O. Box 164 I.R.S. NUMBER: 93-600-2286W
Marylhurst, OR 97036-0164

Subject to the General Conditions and Special Conditions attached hereto and by this reference made part of this agreement, the CONTRACTOR agrees to provide the services within the service element(s) listed below. COUNTY agrees to pay the CONTRACTOR for services billed at the rates and up to the amount(s) specified below.

SERVICES UNDER FEE-FOR-SERVICE

Service Element	Fund Source	Type of Units/Slots	Rate per Unit/Slots
-----	-----	-----	-----
Special Projects/ Partners	MHS 37 State	Day Treatment	\$125.00 per day, per client

GENERAL CONDITIONS

WHEREAS, COUNTY is authorized to obtain, by contract, the services necessary to conduct its operation, pursuant to ORS 430.670; and

WHEREAS, CONTRACTOR has available, or can cause to be provided, the facilities and staff required for the performance of said service; and

WHEREAS, CONTRACTOR has, or will obtain a Letter of Approval from the State of Oregon Mental Health Division (OAR 309-12-010) or the Office of Alcohol and Drug Abuse Programs; and

WHEREAS, COUNTY and CONTRACTOR are agreeable to the terms and conditions hereinafter set forth governing the provision of specified mental health services as stated below:

I. Service Objectives and Evaluation. CONTRACTOR agrees to provide contracted services in the volume and consistent with the objectives and evaluation criteria specified in this contract. CONTRACTOR shall not delegate or subcontract the responsibility for providing services hereunder to any other individual or agency without previous written approval from COUNTY.

II. Standards. CONTRACTOR agrees to comply with all applicable federal, state, county and local statutes and rules and funding criteria governing services, facilities and operations. CONTRACTOR agrees to permit inspection of program, facilities, clinical and fiscal records by authorized agents of COUNTY, Oregon State Mental Health Division, and Federal Government. CONTRACTOR agrees to maintain clinical and fiscal records consistent with Oregon Administrative Rules and fiscal records consistent with current, generally accepted accounting principles. CONTRACTOR acknowledges that CONTRACTOR is bound by all applicable provisions of the current State Mental Health Division Intergovernmental Agreement between COUNTY and the State Mental Health Division for provision of community mental health services. CONTRACTOR is further bound by all applicable federal and state statutes, rules and regulations.

III. Subject to Availability of Funds. Both parties agree that this contract is subject to the availability of federal, state and local funds. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce contract funding accordingly. COUNTY will notify CONTRACTOR as soon as it received notification from fund source.

IV. Contract Disputes. Disputes arising from this contract will be resolved when possible at the lowest appropriate management levels, followed by consultation with the Multnomah County Board of Commissioners and the Administrator of the State Mental Health Division if necessary.

V. Identification of Services. CONTRACTOR agrees to identify the services provided by CONTRACTOR under this contract as a visible and coordinated part of the community mental health program, accessible and available to the eligible residents of Multnomah County. CONTRACTOR will acknowledge Multnomah County as a funding source in publicly disseminated information for services under this contract.

VI. Authority of Director. CONTRACTOR agrees to recognize the County Social Services Division Director as COUNTY's administrative authority for services provided under this contract.

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

CONTRACTOR acknowledges that there will be no religious content or materials disseminated in any of the programs or services funded in this contract. The language in this section is not intended to abridge a client's individual right to exercise freedom of religion and/or speech.

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

CONTRACTOR agrees to defend, indemnify and hold COUNTY and DIVISION harmless for all damages, claims, suits or actions resulting or arising out of the activities of CONTRACTOR, its employees, or any subcontractor. Except for claims which result or arise solely out of the errors or omissions of COUNTY or its officers, agents or employees who are under the direct supervision and control of COUNTY or its officers, agents or employees, CONTRACTOR shall indemnify, defend and save harmless, COUNTY and DIVISION, their officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of CONTRACTOR, its assignees, subcontractors, agents or employees under this contract.

CONTRACTOR shall obtain, at CONTRACTOR'S expense, and maintain in effect with respect to all occurrences taking place during the term of the agreement, Comprehensive or Commercial General Liability Insurance covering bodily injury and property damage. This insurance shall include personal injury coverage. The combined single limit per occurrence shall not be less than \$1,000,000 or the equivalent. Each annual aggregate limit shall not be less than \$1,000,000 when applicable. These limits shall not limit indemnities under the preceding paragraph.

A certificate of insurance showing current standard comprehensive liability coverage in the stated amounts, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

CONTRACTOR shall name the State of Oregon, Mental Health and Developmental Disability Services Division, COUNTY, its officers, employees, and agents as Additional Insureds on any insurance policies required herein only with respect to CONTRACTOR'S activities being performed under the agreement.

Such insurance shall be evidenced by a Certificate of Insurance, issued by an insurance company licensed to do business in the State of Oregon, containing a 30-day Notice of Cancellation endorsement and shall be forwarded to COUNTY prior to commencement of the services. In addition, in the event of unilateral cancellation or restriction by CONTRACTOR'S insurance company of any insurance coverage required herein, CONTRACTOR shall immediately notify COUNTY orally and in writing within three (3) days of notification by the insurance company to CONTRACTOR. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY therefor immediately upon demand.

In lieu of filing the certificate of insurance required by COUNTY, CONTRACTOR may furnish to COUNTY a declaration that CONTRACTOR is self-insured for public liability and property damage for a minimum of the amounts listed above, whichever is greater.

In the event that ORS 30.270 is amended to increase the amount of liability, CONTRACTOR will abide by any statutory changes.

In the event of unilateral cancellation or restriction by the insurance company of any insurance policy referred to in this paragraph, CONTRACTOR shall notify COUNTY verbally and in writing immediately and under no circumstances longer than three (3) days after termination. Failure to notify the county consistent with this requirement may be cause for immediate termination.

All property and equipment purchased or received by CONTRACTOR under this contract must be insured against fire, theft and destruction at replacement cost by CONTRACTOR throughout its useful life.

Failure to maintain current insurance, bonding and the proper endorsements may result in withholding of payments or may be cause for immediate termination of contract.

IX. Fidelity Bond. CONTRACTOR (except City, County and State governments, municipalities, and public school districts) shall obtain and maintain at all times during the term of this contract a fidelity bond of not less than \$10,000 effective at the time the contract commences covering the activities of any person responsible for collection and expenditures of funds in accordance with OAR 309-13-020 (7) EXPENSES, subsection (b) (C) Audit Guidelines.

X. Workers Compensation. CONTRACTOR shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer and shall comply with ORS 656.017. A certificate showing current Workers' Compensation insurance, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

In the event that CONTRACTOR'S Workers' Compensation insurance coverage is due to expire during the term of this contract, CONTRACTOR agrees to renew such insurance before such expiration and to provide COUNTY a certificate of Workers' Compensation insurance coverage upon such renewal.

XI. Litigation. In cases of litigation arising out of this contract between COUNTY and CONTRACTOR (except cities, county and state governments municipalities, and public school districts), the prevailing party to litigation shall be entitled to reasonable attorney's fees, including any fees on appeal.

Within five (5) working days each party shall notify the other party in writing of any and all actions or suits filed or any claim made against CONTRACTOR or any subcontractor of which the party may be aware of which may result in litigation related in any way to this contract.

XII. Monitoring. COUNTY is responsible for monitoring services provided by CONTRACTOR to ensure that all services conform to State Mental Health Division, Single Audit Act and COUNTY standards and other performance requirements specified in this contract. COUNTY shall take all appropriate management and legal action necessary to pursue this responsibility.

Under the Single Audit Act of 1984 (PL 98-502), COUNTY is responsible for monitoring fiscal compliance of CONTRACTOR with the terms and conditions of this contract and shall take all appropriate management and legal action necessary to pursue this responsibility. However, this contract does not act as a limitation on the authority of the COUNTY to pursue any legal and administrative remedies available to it.

COUNTY and CONTRACTOR agree to abide by procedures contained in Multnomah County Social Services Division Financial Procedures dated September, 1987.

XIII. Audits.

A. The CONTRACTOR agrees to permit authorized representatives of COUNTY, State Mental Health Division, Office of Alcohol and Drug Abuse Programs, State of Oregon Division of Audits and/or the applicable audit agency of the United States Department of Health and Human Services (DHHS) to make such review of the records of the CONTRACTOR as COUNTY, State Mental Health Division or auditor or DHHS may deem necessary to satisfy audit and/or program evaluation purposes related to the services provided under the terms of this agreement. CONTRACTOR shall permit authorized representatives of COUNTY Social Services Division, State Mental Health Division, and the Office of Alcohol and Drug Abuse Programs to site visit all programs covered by this contract. Contract costs disallowed as a result of such audits, review or site visits will be the sole responsibility of the CONTRACTOR. If a contract cost is disallowed after reimbursement has occurred, the CONTRACTOR will make prompt repayment of such costs.

B. CONTRACTOR will be subject to Audit Requirements per the Social Services Division Subcontractors' Financial Procedures dated September, 1987. Reviews and audits as specified below must meet criteria outlined in the Procedures.

C. CONTRACTOR may be subject to a county financial contract compliance review. An external limited scope or full audit may be required under the following conditions:

1. Multnomah County contract funds exceed \$25,000 and total agency budget exceeds \$150,000.

2. Multnomah County contract funds exceed \$100,000.

3. Total agency budget exceeds \$500,000.

D. CONTRACTOR will establish and maintain systematic methods to assure timely and appropriate resolution of review/audit findings and recommendations.

E. CONTRACTOR agrees that Limited Scope and Full Audits will be performed by a qualified and independent external Certified Public Accountant and that CONTRACTOR will secure such an audit.

Limited Scope and Full Audits will be submitted to the Social Services Division within two weeks from the date of the report, but in no case later than the 20th day of the 6th month after the end of CONTRACTOR's fiscal year.

Failure to submit required audits by specified deadlines will be cause for withholding of contract payments until audits are submitted.

1. If CONTRACTOR is a state or local government, such audit will be performed in conformity with the federal Single Audit Act of 1984, Public Law 98-502, Title 31, Section (2),v, Chapter 75, U.S.C.

2. If CONTRACTOR is a private non-profit entity, the auditor will meet the independence criteria of Chapter 3, Part 3 of the U.S. General Accounting Office publication, "Standards for Audit of Governmental Organizations, Programs, Activities and Functions".

3. Except for Federal compliance audits, CONTRACTORS who are profit-making entities will be considered to fall under requirements for non-profits for purposes of this contract.

4. If CONTRACTOR is determined by COUNTY to be a sub-recipient of federal funds passed through COUNTY, CONTRACTOR will submit an annual federal compliance audit in conformity with OMB Circular A-133, which applies the federal Single Audit Act of 1984, Public Law 98-502, to non-profit organizations.

XIV. Program Reporting and Payment Requirements.

A. The CONTRACTOR agrees to prepare and furnish such plans, data, descriptive information and reports as may be requested by COUNTY in order for COUNTY to perform its monitoring activities as cited in Section XII. of this contract and/or as needed to comply with state or federal requirements. The CONTRACTOR agrees to, and does hereby grant COUNTY and the State of Oregon Mental Health Division the right to reproduce, use, and disclose all or any part of the reports, data, and technical information furnished to COUNTY under this contract consistent with ORS 179.505.

B. Subcontract funds will generally be paid in equal monthly allotments of annual contract amounts, adjusted periodically to reflect:

1. increases or decreases in contract amounts;
2. amounts of client services contributions for MED and DD residential facilities;
3. underexpenditures of reimbursement-based contract amounts.

Exceptions to the monthly allotment system will be fee-for-service type contracts, which will be paid based on service billings at rates specified on page one of this contract.

C. Required Fiscal Reports

1. Monthly Allotment Method of Payment

CONTRACTOR agrees to submit the following required fiscal reports in order to obtain monthly contract allotments. Each funded service element on page 1 must be reported separately:

a. Monthly Expenditure Reports: Due 20th of month following incurred expenditures;

b. Quarterly Year-to-Date Budget Comparisons: Due 20th of month following each calendar quarter;

c. Annual Budget: Initial annual budget due within twenty (20) days of contract effective date; Revised annual budget(s) due within thirty (30) days of COUNTY's receipt of executed contract amendment if cumulative YTD changes for that service element exceed 25%.

d. Annual External Audit (if required): Due no later than the 20th day of the 6th month after end of subcontractor's fiscal year. If fiscal year is different than contract period (July-June), CONTRACTOR is required to notify county in writing of the difference within six (6) months after end of contract year.

e. Annual State Mental Health Division Cost Statement (if required): Due November 20th following end of contract year or within thirty (30) days of contract termination if prior to June 30th.

f. Reports and fiscal data generated by the CONTRACTOR, under this contract, become the property of the COUNTY to be accessible to the COUNTY upon request.

Payment of monthly allotments is triggered by receipt by COUNTY of the above required reports. It is the sole responsibility of the CONTRACTOR to submit required reports in order to obtain contract payments.

If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th of each month.

2. Other Basis of Payment

Contracts based on other than monthly allotment payments (e.g., fee-for-service, etc.) will be paid as specified in the Special Conditions of this Contract and are not subject to the above reporting requirements unless so specified.

3. Final Reports

For all bases of payment, all final billings, budget and expenditure reports affecting contract payments must be received within thirty (30) days after the end of the contract period. Contract payments not triggered or billed within this specified time period will be the sole responsibility of the CONTRACTOR.

4. Supporting Documentation

Reported expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, and/or any other accounting documents pertaining in whole or in part to the contract, in accordance with Generally Accepted Accounting Principals (GAAP), Oregon Administrative Rules, and applicable federal requirements as specified in Section F. below.

All above-referenced accounting documents shall be maintained within a local facility of the CONTRACTOR, and contractual funds shall be maintained within local financial institutions.

Expenditures shall be segregated by service element within the agency accounting system and so reported on the required fiscal reports.

The CONTRACTOR agrees that fee-for-service billing to the COUNTY for client services will be supported by signed, dated documentation in the client chart for each unit of service billed.

All financial records, including but not limited to books, invoices and statistical records, and supporting documents pertinent to this contract shall be retained for three years from the date of expiration to termination of this contract. If, however any audit questions remain unresolved at the end of this three-year period, all records must be retained until final resolution.

Records involving matters in litigation shall be kept no less than one year after resolution of all litigation, including appeals.

D. Applicability of Required Fiscal Reports

Periodic Contract Reporting: All subcontractors paid by monthly allotment are required to submit monthly expenditure reports, quarterly year-to-date budget comparisons and annual budget(s) for each funded service element, unless exempted by contract.

Annual External Audit: CONTRACTOR is responsible for determining and adhering to applicable audit requirements as detailed in Section I.C.4. of the SSD Subcontractors' Financial Procedure dated September 1987.

Annual State Mental Health Division Cost Statement: COUNTY will provide notification, forms and instructions to subcontractors subject to cost statement reporting within thirty (30) following the end of the contract period.

CONTRACTORS wishing to determine applicable reporting requirements may contact the COUNTY Social Services Division Fiscal Officer at any time during the contract year.

E. CONTRACTOR agrees to prepare and furnish enrollment and termination information for all clients admitted to the service element in the State Mental Health Division Client Process Monitoring System (CPMS) when that service element is funded wholly or in part by COUNTY or by fees and third party reimbursement generated by the service element, including amounts paid pursuant to Title XIX and any interest earned on such funds. CPMS data shall be reported within seven calendar days of enrollment, and on the first Termination Service Recording (TSR) form received following the termination of a client. Client activity shall be reported monthly on TSR forms.

F. CONTRACTOR agrees to use and maintain accounting policies, practices and procedures and cost allocations consistent with the following:

1. Generally Accepted Accounting Principles (GAAP) as defined by the American Institute of Certified Public Accountants, Inc., as such may change from time to time;
2. Office of Management and Budget (OMB):
Circulars A-87, A-102 Attachments A-O and A-128 if CONTRACTOR is a governmental entity;
Circular A-110, A-122 and A-133 if CONTRACTOR is a non-governmental entity.
3. Oregon Administrative Rules (OAR):
309-13-020, Audit Guidelines;
309-13-075 through 309-13-105, Fraud & Embezzlement;
309-14-030, Standards for Management of All Service Elements.
4. Social Services Division Subcontractors' Financial Procedures dated September, 1987.

There shall be up-to-date accounting records for each mental health service element accurately reflecting all revenue by source, all expenses by object of expense, all assets, liabilities and equities consistent with Generally Accepted Accounting Principles (GAAP) and conforming to the requirements in OAR 309-13-020 and the Social Services Division Financial Policies and Procedures dated September, 1987.

CONTRACTOR will maintain minimal accounting records as required by OAR 309-13-020 and written financial policies and procedures as required by OAR 309-14-030.

G. All annual and quarterly budget reports will be submitted with the minimum format and content specified in Section II of the SSD Subcontractors' Financial Procedures dated September, 1987, and in accordance with OAR 309-13-020.

H. CONTRACTOR will incorporate the above provisions into any subcontracts CONTRACTOR enters into pursuant to the terms of this contract.

XV. Recovery of Funds: Expenditures of the CONTRACTOR may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) performed in conformance with applicable state and federal regulations and statutes; 3) in payment of an obligation incurred during the contract period; and 4) are not in excess of 100% of allowable program costs. Recovery of funds will be made in the event of unauthorized expenditures, non-performance of contract conditions, excess payments, payment withholding, or contract termination. Any refunds to the federal government resulting from federal audits of CONTRACTOR's program shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make such payments within twenty (20) working days of receipt of formal notice of disallowance of contract expenditures.

Any contract funds spent by CONTRACTOR for purposes not authorized by this contract shall be deducted from future payments made by COUNTY to CONTRACTOR or refunded to COUNTY by CONTRACTOR at the sole discretion of COUNTY. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) days after: 1) the contract's expiration; or 2) notification by COUNTY. CONTRACTOR shall be responsible for prior contract period overpayments and unrecovered advances provided by COUNTY. Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY and/or the Mental Health Division. Except when CONTRACTOR is a city, county, state, municipality, or public school district, COUNTY shall be entitled to the legal rate of interest for late payment from the date such payments became delinquent, and in the case of litigation to reasonable attorney's fees.

XVI. Budget Transfers. CONTRACTOR may not transfer Social Services Division contract funds from one service element to another without prior written approval of COUNTY.

XVII. Special Federal Requirements. CONTRACTOR agrees to abide by all mandatory standards and policies which relate to energy efficiency and which are contained in the State of Oregon energy conservation plan which was issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

CONTRACTOR additionally shall provide the COUNTY with written assurance upon request that CONTRACTOR will comply with all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations, and further, CONTRACTOR agrees to promptly report all infractions to COUNTY.

XVIII. Property Management. CONTRACTOR shall be responsible for all property purchased with operational (expensed through depreciation) and/or start-up funds awarded in this contract. All property purchased with start-up funds awarded in this contract is the property of the COUNTY and/or the State of Oregon Mental Health Division. CONTRACTOR shall meet the following procedural requirements for all such property:

A. Property records shall be maintained accurately and provide for a description of the property; whether the item or property purchased was new or used; manufacturer's serial number; acquisition date and cost; source of the property; percentage of State and/or COUNTY funds used in the purchase of property; and location, use and condition of the property.

B. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the property. All such property shall be properly maintained and kept in good condition. Any loss, damage, or theft of the property shall be investigated, fully documented, and reported to the county.

C. Upon contract termination, CONTRACTOR agrees to transfer back to COUNTY and/or the State of Oregon Mental Health Division all property purchased with contract funds from this contract as directed by COUNTY and/or the State.

XIX. Retention of Revenue and Earned Interest. All CONTRACTOR fees and third-party reimbursements up to and including the contracted billing limitation, including all amounts paid pursuant to Title XIX of the Social Security Act by the Department of Human Resources, and interest earned on such funds belong to CONTRACTOR provided that such funds are expended for mental health services meeting the standards of the State Mental Health Division.

XX. Withholding of Contract Payments. Notwithstanding any other payment provision of this contract, failure of the CONTRACTOR to submit required reports when due, or failure to perform or document the performance of contracted services, may result in the withholding of payments under this contract. Such withholding shall begin thirty (30) days after written notice is given by COUNTY to the CONTRACTOR. Such withholding of payment for cause, may continue until the CONTRACTOR submits required reports, submits executed contracts, amendments or change orders, performs required services, or establishes, to COUNTY's and/or to the Mental Health Division's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the CONTRACTOR. COUNTY may withhold part or all of final payment upon contract termination pending receipt of final reports.

XXI. Fees. CONTRACTOR shall charge fees for services provided under this contract as required by ORS 430 and OAR 14.000 and shall expend revenue received from such fees only in support of mental health services which meet the standards of Oregon Administrative Rules.

XXII. Record Maintenance and Confidentiality. CONTRACTOR shall maintain a record for each client who receives services under this contract unless the service precludes delivery of service on a case-by-case basis and client enrollment and reporting in CPMS is not required. The record shall contain client identification; problem assessment; treatment, training and/or care plan; medical information when appropriate; progress notes including termination summary and a current Client Evaluation Record for other assessment or evaluation instrument as designated by COUNTY. Records shall be retained for seven years and in accordance with OAR 166-05-000 through 166-40-1050.

CONTRACTOR agrees that all client records shall be kept confidential in accordance with state and federal statutes and rules governing confidentiality.

XXIII. Assignment. This contract shall not be assigned by CONTRACTOR without the prior written consent of COUNTY.

XXIV. Amendment.

A. In the event that COUNTY's contract obligation is amended by federal or state initiated change, COUNTY shall amend this contract through written notification of changes sent to CONTRACTOR by mail. CONTRACTOR shall sign amendment and return to COUNTY within twenty (20) working days of receipt of COUNTY's notification document.

B. All amendments to the provisions of this agreement, whether COUNTY or CONTRACTOR initiated, shall be reduced to writing and signed by both parties.

XXV. Termination.

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

B. This contract may be terminated by either party upon thirty (30) days written notice to the other party.

C. Immediate termination or amendment by COUNTY may occur under any of the following conditions:

1. Upon notice of denial, revocation, suspension or non-renewal of any license or certificate required by law or regulation to be held by CONTRACTOR to provide a service element under the contract.

2. Upon notice if a CONTRACTOR fails to start up services on the date specified in the contract between COUNTY and CONTRACTOR or if CONTRACTOR fails to continue to provide services for the entire contract period.

3. Upon notice to the COUNTY of evidence that the CONTRACTOR has endangered or is endangering the health and safety of clients/residents, staff or the public.

4. If the Agreement between COUNTY and the State Mental Health Division for provision of community mental health services is terminated by the State for any reason.

5. Upon evidence of CONTRACTOR's financial instability which COUNTY deems sufficient to jeopardize customary level and/or quality of service.

D. The parties acknowledge that this contract is subject to termination due to specific provisions of the current agreement between COUNTY and the State Mental Health Division for provision of community mental health services. CONTRACTOR agrees that if COUNTY's obligation to the State Mental Health Division is terminated, this contract may be accordingly terminated by COUNTY. COUNTY agrees to give reasonable notice of any such termination immediately upon being notified by State.

E. Termination under any provision of this section shall not affect any right, obligation, or liability of CONTRACTOR or COUNTY which occurred prior to such termination.

F. All final reports are due within thirty (30) days of effective date of termination. COUNTY may withhold part or all of final payment pending receipt of final reports.

XXVI. Non-Violation of Tax Laws. CONTRACTOR hereby certifies under penalty of perjury that to the best of CONTRACTOR's knowledge, CONTRACTOR is not in violation of any Oregon tax laws described in ORS 305.380(4).

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
OFFICE OF CHILD AND ADOLESCENT MENTAL HEALTH
PARTNERS PROJECT
FISCAL YEAR 1992-1993 SPECIAL CONTRACT CONDITIONS

6 DAY TREATMENT SERVICES - CLACKAMAS COUNTY

6.1 SERVICE DESCRIPTION

6.1.1 Day Treatment Services are mental health treatment programs that provide community-based psychiatric services for children and adolescents with severe mental or emotional disturbances and for their families as an alternative to hospitalization or 24-hour care. Day Treatment Services consist of intake, assessment, and treatment planning; intensive therapy, therapeutic activities and consultation; individualized educational coordination and supports, and termination/transition and follow-up.

6.2 PERFORMANCE REQUIREMENTS

6.2.1 CONTRACTOR agrees to provide Day Treatment Services to children, ages 12 to 17 years, who are accepted for admission and identified as Partners Project clients.

6.2.2 COUNTY assures the Partners Project will transmit to the CONTRACTOR a list of participating clients prior to the first day of each service month or within five (5) working days from the date of admission.

6.2.3 COUNTY assures the Partners Project Managed Care Coordinator will transmit to the CONTRACTOR all pertinent evaluation and assessment information regarding each participating Partners Project client.

6.2.4 CONTRACTOR agrees to conform to the Day and Residential Treatment Services (DARTS) Program Standards and Guidelines.

6.2.5 CONTRACTOR agrees to participate in the service planning for each Partners Project client by attending Partners Project Plan of Care meetings and maintaining ongoing contacts with the Managed Care Coordinator.

6.2.6 CONTRACTOR assures that services will be implemented as developed in the Partners Project Plan of Care. These services may include, but are not limited to:

- a) Individual, family, and/or group therapy;
- b) Crisis contacts and crisis follow-up;
- c) Therapeutic activities conducted in and out of the facility, as appropriate to each individual;
- d) Consultation with other agencies involved with the client and family, if requested by the Managed Care Coordinator.

6.2.7 CONTRACTOR agrees to participate, cooperate, and support the development and implementation of the Individual Education Plan (I.E.P.) for each Partners Project client.

6.2.8 CONTRACTOR agrees to notify the Managed Care Coordinator on the second day of any two consecutive days of non-excused absence by any Partners Project client.

DAY TREATMENT SERVICES - CLACKAMAS COUNTY
FY 92-93

6.2.9 CONTRACTOR assures that the termination and/or transition process for each Partners Project client will be coordinated with the Managed Care Coordinator.

6.3 SPECIAL REPORTING REQUIREMENTS

6.3.1 CONTRACTOR agrees to submit to the Managed Care Coordinator a copy of each Partners Project client initial treatment plan and subsequent treatment plans within ten (10) working days from the date of the physician review and signature.

6.4 PAYMENT PROCEDURES

6.4.1 CONTRACTOR will not bill Medicaid or any other party or entity for services to Partners Project clients. Any additional billing is in violation of this agreement. Any payments received from other sources will be reimbursed to Multnomah County Partners Project.

6.4.2 COUNTY agrees to pay CONTRACTOR \$125 per each day of enrollment per client, to a maximum of \$28,625 per year per client. Billable days include CONTRACTOR closure days due to circumstances out of the control of the CONTRACTOR, such as closure due to snow.

6.4.3 In the event the client is absent for seven (7) consecutive days, the Partners Project will disenroll the client from the CONTRACTOR program effective the eighth (8th) day of absence.

6.4.4 CONTRACTOR agrees to submit a monthly billing invoice for services provided, to the Partners Project, by the fifteenth (15th) day of the month following the month of service. The billing invoice must include the name of the service recipient, the type of service, the date of client enrollment or disenrollment, if applicable for the month and all applicable charges. Submit all invoices to:

Partners Project
Billing Section
426 S.W. Stark, 7th floor
Portland, Or. 97204

In witness whereof, the parties hereto have caused this Agreement to be executed by their authorized officers.

CONTRACTOR:

MULTNOMAH COUNTY, OREGON:

By _____ Date
Agency Board Chairperson

By *James Edmondson* 12/12/92
Date
James Edmondson
Program Manager, Office of
Child and Adolescent Mental
Health Services

By _____ Date
Agency Executive Director

By *Gary W. Smith* 12/14/92
Date
Gary W. Smith, Director
Mental Health, Youth and
Family Services Division

By *Gladys McCoy* 12/29/92
Date
Gladys McCoy
Multnomah County Chair

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By *Deborah Bogstad* 12.17.92
Date
Assistant County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-4 DATE 12/29/92
DEB BOGSTAD
BOARD CLERK

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date **DEC 29 1992**
Agenda No. **C-5 & C-6**

REQUEST FOR PLACEMENT ON THE CONSENT CALENDAR

SUBJECT: Request approval of sale to Portland Development Commission

INFORMAL ONLY* _____ FORMAL ONLY _____

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

*NAME(S) OR PERSON MAKING PRESENTATION TO BOARD Larry Baxter

BRIEF SUMMARY: Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

Request approval of D930755 to the Portland Development Commission.

On August 27, 1992 a public hearing was held on the transfer of 7 properties and the sale of one other property to the Portland Development Commission.(See attached) Order for the sale to the Portland Development Commission was inadvertently omitted. The transfer of 7 were approved on Order 92-161.

1/5/93 2nd original & copy to Larry Baxter

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

General Fund

Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: *[Signature]*

BUDGET/PERSONNEL: _____

COUNTY COUNSEL:(Ordinances, Resolutions, Agreements, Contract) *Peter Livingston*

OTHER: Facilities & Property Management *[Signature]*

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

BOARD OF
COUNTY COMMISSIONERS
1992 DEC 17 PM 4:46
MULTNOMAH COUNTY
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS
for
MULTNOMAH COUNTY, OREGON

Setting a Hearing Date in the Matter of)
Request for Transfer of Tax)
Foreclosed Property under) ORDER
the County Housing Afford-) 92-140
ability Demonstration Program)

WHEREAS, request for eleven properties have been received pursuant to County Ordinance #672 and the County Housing Affordability Demonstration Program procedures; and

WHEREAS, in accordance with the Ordinance the Department of Social Services has reported the request to the Board in public meeting; and

WHEREAS, based on the report, it appears that the public interest will be served by holding a public hearing on proposed transfers in accordance with Ordinance #672.

NOW, THEREFORE, it is ordered that a public hearing on the requests shall be held on August 27, 1992 1992, and the Director shall publish notice on the hearing as required by Ordinance #672.

ADOPTED this 6th day of August 1992.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Gladys McCoy
Gladys McCoy, Chair

REVIEWED:

LAURENCE KRESSEL
MULTNOMAH COUNTY COUNSEL

By *Peter Livingston*
Peter Livingston, Assistant Counsel

AFFORDABLE HOUSING DEMONSTRATION PROJECT
 THIRD INVENTORY APPLICATIONS
 CLOSED JUNE 15, 1992

Applicant	Property	Type of Proposal	Taxes Owed + Expenses = Lien Amount			Recommendation
Better Housing Trust Corp *	10001 N. Willamette #61330-2060	Renovate house for use in Homestead Program.	\$9,065.62	\$683.57	\$9,749.19	Deny
Miracle Revivals, Inc. *	10001 N. Willamette #61330-2060	Renovate house for rental housing.	\$9,065.62	\$683.57	\$9,749.19	Deny
Portland Development Commission *	10001 N. Willamette #61330-2060	Renovate house for use in Homestead Program.	\$9,065.62	\$683.57	\$9,749.19	Approve
ROSE	W of 7429 SE Bybee #37260-0020 E of 7409 SE Bybee #37260-0030	Build duplex for rental housing.	\$619.14 \$1,331.46	- 0 - - 0 -	\$619.14 <u>\$1,331.46</u> \$1,950.60	Approve <i>2</i>
ROSE ▲	E of 6110 SE Tolman #84240-2920	Build duplex for rental housing.	\$3,399.46	- 0 -	\$3,399.46	Approve
HOST	3732 NE Eighth Ave #49210-0690	Build single family residence for sale.	\$3,124.58	\$1,157.73	\$4,282.31	Approve
Northwest Housing Alternatives	9714 N. Charleston #62130-1310	Build group home for elderly.	\$3,721.81	\$159.81	\$3,881.62	Approve
Northwest Housing Alternatives	W of 5109 NE Killingsworth #43410-3000	Build group home for elderly.	\$6,780.00	\$951.32	\$7,731.32	Approve
Northwest Housing Alternatives	N of 3021 NE Rodney #91640-3480	Build group home for elderly.	\$3,796.99	- 0 -	\$3,796.99	Approve
Northwest Housing Alternatives ▲	E of 6110 SE Tolman #84240-2920	Build group home for elderly.	\$3,399.46	- 0 -	\$3,399.46	Deny
Minority Youth Concerns Action Program	Submitted application for unavailable properties.					Application not ranked.
Give Us This Day, Inc.	Submitted application for unavailable properties.					Application not ranked.

* Duplicate Requests for 10001 N. Willamette
 ▲ Duplicate Requests for E of 6110 SE Tolman

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR
MULTNOMAH COUNTY, OREGON

In the Matter of the Sale)
of a Tax-Foreclosed Property)
to the Portland Development) ORDER
Commission for Low-Income Housing) 92-234
Purposes.)

WHEREAS, requests for certain tax-foreclosed properties were received pursuant to procedures set forth in Multnomah County Ordinance No. 672 and the Multnomah County Housing affordability Demonstration Program; and

WHEREAS, staff reported said requests to the Board of Commissioners in a public meeting on August 6, 1992 and the Board set a date for public hearing in the matter; and

WHEREAS, a public hearing was held before the Board of Commissioners on August 27, 1992 to determine whether the sale would serve the public purpose of providing decent, safe and sanitary low-income housing, and the Board being fully informed in the matter; now therefore

IT IS HEREBY ORDERED, that the sale of the following tax-foreclosed property, for public purposes be and hereby is approved; and

NORTH ST JOHNS LOT 7, BLOCK 13 commonly known as 10001 N. WILLAMETTE BLVD.

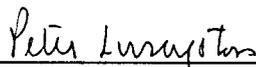
IT IS FURTHER ORDERED, that the Chair be and hereby is authorized to execute all documentation required to complete said sale.

Dated this 29th day of December, 1992



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Gladys McCoy, Chair

for 
John L. Dubay
Chief Assistant County Counsel
Peter Livingston

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date **DEC 29 1992**
Agenda No. C-5 & C-6

REQUEST FOR PLACEMENT ON THE CONSENT CALENDAR

SUBJECT: Request approval of sale to Portland Development Commission

INFORMAL ONLY* _____ FORMAL ONLY _____

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

*NAME(S) OR PERSON MAKING PRESENTATION TO BOARD Larry Baxter

BRIEF SUMMARY: Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

Request approval of D930755 to the Portland Development Commission.

On August 27, 1992 a public hearing was held on the transfer of 7 properties and the sale of one other property to the Portland Development Commission.(See attached) Order for the sale to the Portland Development Commission was inadvertently omitted. The transfer of 7 were approved on Order 92-161.

1/5/93 originals & copy to Larry Baxter

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

General Fund

Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: *[Signature]*

BUDGET/PERSONNEL: _____

COUNTY COUNSEL:(Ordinances, Resolutions, Agreements, Contract *Peter Lunniston*

OTHER: Facilities & Property Management *[Signature]*

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

1992 DEC 17 PM 4:46
MULTIPLIERS COUNTY
OREGON
CLERK OF COUNTY COMMISSIONERS

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution)
of Deed D930755 for Certain Tax)
Acquired Property to) ORDER
THE CITY OF PORTLAND) 92-235
PORTLAND DEVELOPMENT)
COMMISSION)

It appearing that THE CITY OF PORTLAND, PORTLAND DEVELOPMENT COMMISSION, has offered to purchase the real property hereinafter described for the amount of \$9,833.23, and that under the provisions of ORS 275.090 (2) and ORS 271.310 (1) said property may be sold to a governmental body whenever the public interest may be furthered; and

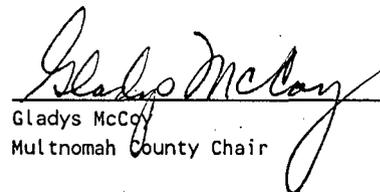
It further appearing that after hearing objections to the transfer of the property as by law required, it is determined the public interest will be furthered because the property will be used to provide safe, affordable housing which in turn will help to provide stability to the neighborhood.

NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to THE CITY OF PORTLAND, PORTLAND DEVELOPMENT COMMISSION, the following described real property, situated in the County of Multnomah, State of Oregon:

NORTH ST JOHNS
LOT 7, BLOCK 13
Commonly known as 10001 N WILLAMETTE BLVD

Dated at Portland, Oregon this 29th day of December, 1992

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Gladys McCoy
Multnomah County Chair



REVIEWED:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By Peter Livingston
Peter Livingston

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to THE CITY OF PORTLAND, PORTLAND DEVELOPMENT COMMISSION; Grantee the following described real property, situated in the County of Multnomah, State of Oregon:

NORTH ST JOHNS
LOT 7, BLOCK 13
Commonly known as 10001 N WILLAMETTE BLVD

The true and actual consideration paid for this transfer, stated in terms of dollars is \$9,833.23.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate City or County Planning Department to verify approved uses.

Until a change is requested, all tax statement shall be sent to the following address:

1120 SW 5TH AVE SUITE 1100
PORTLAND, OR 97204

IN WITNESS, WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 29th day of December, 1992, by authority of an Order of said Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Gladys McCoy

Gladys McCoy
Multnomah County Chair

REVIEWED:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

DEED APPROVED:
F. Wayne George, Director
Facilities and Preoperty Management Division

By *Peter Livingston*

Peter Livingston

By _____

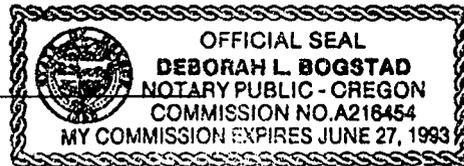
STATE OF OREGON)

COUNTY OF MULTNOMAH)

On this 29th day of December, 1992, before me, a Notary Public in and for said County and State, personally appeared Gladys McCoy, Board of Commissioners Chair for Multnomah County, Oregon authorized 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 the said instrument to be the free act and deed of said County.

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

Deborah L. Bogstad
Notary Public for Oregon



My commission expires 6/27/93

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date **DEC 29 1992**
Agenda No. C-7

REQUEST FOR PLACEMENT ON THE CONSENT CALENDAR

SUBJECT: Request approval of contract to former owner-occupant

INFORMAL ONLY* _____ FORMAL ONLY _____

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

*NAME(S) OR PERSON MAKING PRESENTATION TO BOARD Larry Baxter

BRIEF SUMMARY: Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

Request approval of contract #15718 to former owner-occupant.

Order, contract #15718, application form and supporting documents attached.

1/5/93 ORIGINAL & COPY TO LARRY BAXTER

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 DEC 17 PM 4:46

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

General Fund

Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER *[Signature]*

BUDGET/PERSONNEL: _____

COUNTY COUNSEL:(Ordinances, Resolutions, Agreements, Contract) *Peter Lusk*

OTHER: Facilities & Property Management *R. Shurt*

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

APPLICATION TO REPURCHASE PROPERTY
ACQUIRED THROUGH TAX FORECLOSURE

Attach to this application copies of any of the following documents relating to the amounts and source(s) of your household income which you believe will prove your present ability to pay \$ 864.68 which is ten percent(10%) of the purchase price of \$ 8646.78 and monthly payments of \$ 2366 for a period of 180 months.

Circle Yes or No to the following and attach copies:

Yes\No 1991 income tax return, Yes\No Current pay check stubs, Yes\No SSA1099R Pension income,
Yes\No W2G Form, Yes\No Disability Income, Yes\No Veteran's Benefits Pension,
Yes\No Workers Compensation, Yes\No Unemployment, Yes\No Dividends, Interest income,
Yes\No Other income,

Name of current employer, address, phone #, hourly or monthly wages, how long with this employer? If less than 3 years, list other employers for the past 3 years.

Also attach copies of your current water and utility bills.

"I/We declare under penalty of perjury that the information provided in this application is complete, true and correct. I understand that provision of false or misleading information will disqualify me from repurchase."

Bertha L. Harmon
Your Signature
12-4-92
Date

STATE OF OREGON)
)
COUNTY OF MULTNOMAH)

On this 4th day of December 1992, before me, a Notary Public in
and for said county and state personally appeared the above named _____

BERTHA L. HARMON
who acknowledged the foregoing application to be HER voluntary act and deed.

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



Beverly E. Scott
Notary Public for Oregon
My commission expires January 3, 1995

Social Security Administration
Retirement, Survivors and Disability Insurance
 Notice of Award

Southeastern Program Service Center
 2001 Twelfth Avenue, North
 Birmingham, Alabama 35285

Date: January 22, 1991
 Claim Number: 422-38-8411 HA

BERTHA L HARMON
 4037 N MONTANA
 PORTLAND OR 97227

We are writing to let you know that you are entitled to monthly disability benefits from Social Security beginning October 1990.

The amount of your first check is \$ 497.00.

We are paying you beginning February 1991.

Shortly after March 03, 1991 you will receive your first check which will include benefits due you for February 1991. After that, a check for \$497.00 will be sent each month.

We have not determined the amount of the Social Security benefits you are due for 10/90 through 01/91. These benefits must be reduced if you get Supplemental Security Income benefits for those months. If you do not get Supplemental Security Income benefits for those months, your past due benefits will not be reduced.

After we decide how much your past due benefits should be, we will send you another notice and any benefits you are due.

The following chart shows your benefit amount(s) before any deductions or rounding. The amount you actually receive may differ from your full benefit amount. When we figure how much to pay you, we must deduct certain amounts, such as Medicare premiums and worker's compensation offset. We must also round down to the nearest dollar.

Beginning Date	Benefit Amount	Reason
October 1990	\$ 471.70	Entitlement began
December 1990	\$ 497.10	Cost-of-Living adjustment

We have determined that you became disabled on April 04, 1990. However, before you can receive benefits, you have to be disabled for 5 full calendar months in a row and continue to meet all of the requirements for disability benefits.

Social Security Administration
Supplemental Security Income
Notice of Award

Date: February 08, 1991

Claim Number: 422-38-8411 DI

688

BERTHA HARMON
4037 N MONTANA
PORTLAND OR

97227

* Application Filed *
September 01, 1990

* Type of Payment *
Individual--Disabled

This is to notify you that you are eligible to receive Supplemental Security Income payments under the provisions of Title XVI of the Social Security Act. The rest of this letter will tell you more about our decision.

HOW MUCH WE'LL PAY

Beginning	*Through*	*Monthly Amount Payable*
September 01, 1990	October 31, 1990	\$386.00.
November 01, 1990	Continuing	\$.00.

INFORMATION ABOUT YOUR PAYMENTS

- We are sending your first Supplemental Security Income (SSI) check of \$772.00 to the ADULT & FAMILY SERV. You agreed in writing to have your first SSI check sent to that agency because they paid you for all or part of the period from September 1990 through October 1990 while you were waiting for SSI payments.

If the ADULT & FAMILY SERV paid you less than \$772.00 for that period they will pay you the difference shortly. If you do not receive the difference within 2 weeks from the date you receive this letter, please contact that agency.

- We will not count the difference you receive, if any, as your resource for 6 months after the month it is received. If the difference is not spent within 6 months after you receive the check from ADULT & FAMILY SERV, we will count any money left over as part of your resources. But things bought with

When making inquiries contact our office at:

PLEASE FOLD BEFORE TEARING STUB

YOUR ACCOUNT NUMBER

228-6322
OR
1-800-542-8818

BERTHA HARMON
4037 N MONTANA AV
PORTLAND OR 97227

1-0826-2440-0 5
YEAR 1992

METER NUMBER	RATE	SERVICE PERIOD FROM	TO	BILLING DAYS	METER READINGS PREVIOUS	PRESENT	METER MULTIPLIER	KILOWATT HOURS USED (KWH)	AMOUNT
005523C	07	10/12	11/10	29	3232	4007	1	775	
RESIDENTIAL									
CUSTOMER CHARGE =									5.07
300 KWH x 3.875 CENTS =									11.63
475 KWH x 4.687 CENTS =									22.26
METER TOTAL									38.96
CITY OF PORTLAND TAX									.58
MULTNOMAH COUNTY TAX									.08

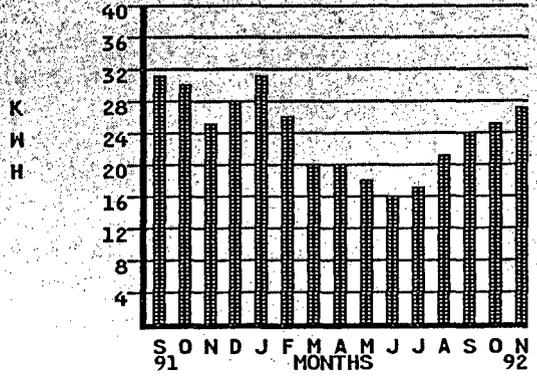
LAST OCTOBER PGE ANNOUNCED A YEAR-LONG RATE REFUND WHICH REDUCED RESIDENTIAL PRICES BY AN AVERAGE 0.8%. THAT REFUND IS COMPLETE, AND THE TEMPORARY PRICE DECREASE HAS ENDED, EFFECTIVE OCTOBER 13, 1992. AS A RESULT OF THIS CHANGE, THE BILL FOR A RESIDENTIAL CUSTOMER USING 1000 KILOWATT HOURS WOULD INCREASE 40 CENTS.

A LATE PAYMENT CHARGE OF 1.5% WILL BE APPLIED TO ANY UNPAID BALANCE CARRIED FORWARD FOR TWO CONSECUTIVE BILLINGS.

PREVIOUS MONTHS AMOUNT DUE	ACTIVITY SINCE LAST BILLING PAYMENTS AND CREDITS (-)	CHARGES AND DEBITS (+)	BALANCE FORWARD	CURRENT BILLING	TOTAL AMOUNT DUE
40.15	40.15		.00	39.62	39.62

CUSTOMER INFORMATION

PERIOD ENDING	LOCAL AVG DAILY TEMPERATURE	YOUR AVG KWH PER DAY	AVG COST PER DAY
NOV 1992	52	27	\$1.34
NOV 1991	50	25	



PGE OFFICES WILL BE CLOSED OVER THE THANKSGIVING HOLIDAYS (NOV. 26 - NOV. 29). AS ALWAYS EMERGENCY CREWS WILL BE AVAILABLE. WE WILL RESUME OUR NORMAL BUSINESS HOURS ON MONDAY NOV. 30.

WE WISH YOU A SAFE AND HAPPY HOLIDAY.



KEEP THIS PORTION FOR YOUR RECORDS

Printed on recycled paper to protect the environment

USA WEST COMMUNICATIONS Ⓜ

BOX 3881
 PORTLAND OR
 97251-0002

503-284-4863 496 22
 PORTLAND

PAYMENT DUE	AMOUNT DUE
OCT 05, 1992	28.08

BERTHA L HARMON

DATE OF BILL

SEP 14, 1992

PREVIOUS BILL	DATE	PAYMENT	PAST DUE
- 23.22	08/27	23.22	.00
THANK YOU FOR YOUR PAYMENT			

SUMMARY OF CURRENT CHARGES

U S WEST COMMUNICATIONS FOR BILLING AND SERVICE QUESTIONS CALL 503-425-2641	28.08
TOTAL CURRENT CHARGES	28.08

TOTAL DUE	28.08
------------------	--------------

U S WEST COMMUNICATIONS DETAIL OF CURRENT CHARGES

U S WEST COMMUNICATIONS ITEMIZED MONTHLY SERVICE

QUAN-TITY	DESCRIPTION	ITEM RATE	MONTHLY CHARGE
1	284-4863 BASIC SERVICES* EXTENDED AREA CALLING	2.52	2.52

FOR U S WEST COMMUNICATIONS
 BILLING AND SERVICE QUESTIONS CALL 503-425-2641 -- NO CHARGE

See reverse for billing terms and conditions.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Contract 15718)
for the Sale of Certain Real Property) ORDER
to) 92-236
BERTHA L. HARMON)

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and that BERTHA L. HARMON is the former owner thereof and has applied to the county to enter into a contract to repurchase said property for the amount of \$8,646.78, which amount is not less than that required by ORS 275.180; and that it is for the best interest of the county that said application be accepted and that said property be sold to said former owner for said amount;

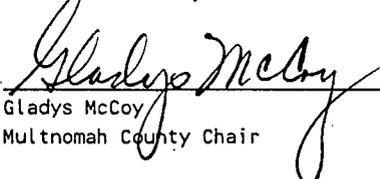
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners enter into a contract with BERTHA L. HARMON for the sale of the following described real property situated in the County of Multnomah, State of Oregon:

MULTNOMAH
LOT 9, BLOCK 18

for the sum of \$8,646.78, payable as follows: \$864.68 in cash upon the execution of this agreement, and the balance in equal monthly installments of \$83.66 each, over a term of 180 months. Payments to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price accrued at the time of payment of each installment. Each payment to be first applied to interest to the date of payment, the balance to principal. Said contract to contain provisions requiring the purchaser to pay before delinquency all taxes thereafter assessed against said real property and to discharge before delinquency all municipal assessments and liens assessed thereon; to prevent the use of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, 1-14 and 22, or any "nuisance" as defined in ORS 105.555; comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property and prohibit and prevent any act or omission on or about the property that could subject the property of the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

Done at Portland, Oregon this 29th day of December, 1992

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Gladys McCoy
Multnomah County Chair



By 
Peter Livingston

THIS AGREEMENT, made this 29th day of December, 1992 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and BERTHA L. HARMON hereinafter called Purchaser; the County agrees to sell to Purchaser the property hereinafter described for the price and on the terms and conditions set forth below:

MULTNOMAH
LOT 9, BLOCK 18

A. Purchase Price.

Purchaser agrees to pay the sum of \$8,646.78, to be paid \$864.68 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than \$83.66 over a term of 180 months. Payment to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on December 15, 1992 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchaser shall have the privilege of prepayment without penalty.

B. Terms and Conditions.

1. In addition to payment of installments hereinabove provided, Purchaser agrees to pay, before delinquency, all taxes lawfully assessed and levied against said property during the life of this agreement and to pay and discharge, before delinquency, all municipal liens and assessments of any kind and nature lawfully assessed against said property.

2. Purchaser will keep all improvements on the property in at least as good condition and repair as they were on the date of possession by Purchaser and shall not permit any waste or removal of all or part of the improvement.

3. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, 1-14 and 22, or any "nuisance" as defined in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

4. Purchaser will promptly comply with and cause all other persons to comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property. In this connection, Purchaser shall promptly make all required repairs, alterations and additions. These include, without limitation, any required alteration of the property because of the purchaser's specific use alterations or repairs necessary to comply with, and all applicable federal, state, local laws, regulations, or ordinances pertaining to air and water quality, hazardous materials as defined herein and other environmental zoning, and other land use statutes, ordinances and regulations.

5. Purchaser will not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the property by Purchaser or Purchaser's agents, employees, contractors, or invitees without the prior written consent of the County, which shall not be unreasonably withheld as long as Purchaser demonstrates to County's reasonable satisfaction that such Hazardous Material is necessary to Purchaser's business and will be used, kept, and stored in a manner that complies with all laws regulating any such Hazardous Materials brought upon or used or kept in or about the property;

Contract #15718

6. As used in this Agreement, the term Hazardous Material means any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101), or by the United States Environmental Protection Agency as hazardous substances (40 CFR pt 302) and amendments thereto, petroleum products, or other such substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law.

7a. Purchaser will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while Purchaser is entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others.

7b. This indemnification of the County by Purchaser includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any Hazardous Material on property caused or permitted by Purchaser or purchaser's agents or contractors results in any contamination of the property, Purchaser shall promptly take all actions at Purchaser's sole expense as are necessary to return the property to the condition existing prior to the release of any such Hazardous Material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term effect on the property. This indemnification by Purchaser includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations of paragraph B7a. and B7b. shall survive any termination or cancellation of this agreement for any reason.

8. Purchaser will keep all improvements now existing or which shall hereafter be placed on the property insured against fire and other casualties covered by a standard policy of fire insurance with extended coverage endorsements. The policy shall be written to the full replacement value and loss payable to County and Purchaser as their respective interests may appear, and certificates evidencing the policy shall be delivered to County and shall contain a stipulation providing that coverage will not be canceled or diminished without a minimum of ten days' written notice to the County. In the event of a loss, Purchaser shall give immediate notice to County. County may make proof of loss if Purchaser fails to do so within fifteen days of casualty.

C. Default

Time is the essence of the Agreement; a default shall occur if:

1. Purchaser fails to make any payment within ten days after it is due;
2. Purchaser fails to perform or comply with any condition and does not commence corrective action within ten days after written notice from the County specifying the nature of the default, or, if the default cannot be cured within that time, fails to commence and pursue curative action with reasonable diligence.
3. Purchaser becomes insolvent; a receiver, trustee or custodian is appointed to take possession of all or a substantial part of Purchaser's property or properties; Purchaser makes an assignment for the benefit of creditors or files a voluntary petition in bankruptcy; or Purchaser is subject to an involuntary bankruptcy which is not dismissed within ninety days.
4. Purchaser makes or allows to be made a fraudulent transfer under applicable federal or state law, conceals any of her property from creditors; makes or allows to be made a preference within the meaning of the federal bankruptcy laws; or allows a lien or distraint upon any of her property.

D. Tax Notice

Until a change of address is requested, all tax statements shall be sent to the following address:

4037 N. MONTANA AVE. PORTLAND, OR 97227-1123

E. Assignment

This contract cannot be assigned.

F. Conveyance of Title

Upon complete performance by Purchaser of all the terms and conditions of this contract, County agrees to convey to Purchaser the title to the aforesaid property by good and sufficient deed of conveyance.

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, Purchaser has set her hands the year and day first above written, and County has caused these presents to be executed by the Chair of the Multnomah Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Gladys McCoy
Gladys McCoy
Multnomah County, Oregon

Bertha L. Harmon
BERTHA L. HARMON



By Peter Lumsden
Laurence Kressel, County Counsel
Multnomah County, Oregon

CONTRACT APPROVED:

By F. Wayne George
F. Wayne George, Director
Facilities and Property Management

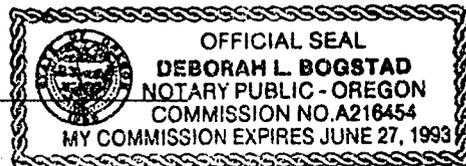
STATE OF OREGON)

COUNTY OF MULTNOMAH)

On this 29th day of December, 1992, before me, a Notary Public in and for said County and State, personally appeared Gladys McCoy, Board of Commissioners Chair for Multnomah County, Oregon authorized 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 the said instrument to be the free act and deed of said County.

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

Deborah L. Bogstad
Notary Public for Oregon



My commission expires 6/27/93

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date **DEC 29 1992**
Agenda No. C-8

REQUEST FOR PLACEMENT ON THE AGENDA

SUBJECT: Request approval of deed upon complete performance of contract.

INFORMAL ONLY* _____ FORMAL ONLY _____

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

*NAME(S) OF PERSON(S) MAKING PRESENTATION TO BOARD Larry Baxter

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

[] INFORMATION ONLY [] PRELIMINARY APPROVAL [] POLICY DIRECTION [X] APPROVAL

Request approval of deed to personal representative of former owner for satisfaction of contract.

Order and Deed attached. D930832

4/5/93 original & copy to Larry Baxter

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 MINUTES

IMPACT:

PERSONNEL

[X] FISCAL/BUDGETARY

[X] General Fund

[X] Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: *[Signature]*

BUDGET/PERSONNEL: _____

COUNTY COUNSEL: (Ordinances, Resolutions, Agreements, Contracts) *Peter Harrison*

OTHER Facilities & Property Management *[Signature]*

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 DEC 17 PM 4:47

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of)
Deed D930832 Upon Complete Performance) ORDER
of a Contract to) 92-237
FERN CRANSHAW,)
PERSONAL REPRESENTATIVE OF THE ESTATE OF)
PHILIP B. BURNETTE, JR.)

It appearing that heretofore on August 9, 1983, Multnomah County entered into a contract with PHILIP B. BURNETTE, JR. for the sale of the real property hereinafter described; and

That FERN CRANSHAW, PERSONAL REPRESENTATIVE OF THE ESTATE OF PHILIP B. BURNETTE, JR. has fully performed the terms and conditions of said contract and is now entitled to a deed conveying said property to said personal representative;

NOW, THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the personal representative the following described real property, situated in the county of Multnomah, State of Oregon:

BEVERLY
LOT 5, BLOCK 2

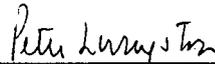
Dated at Portland, Oregon this 29th day of December 1992.



Laurence Kressel, County Counsel
for Multnomah County, Oregon

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Gladys McCoy
Multnomah County, Oregon

By 
Peter Livingston

DEED D930832

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to FERN CRANSHAW, PERSONAL REPRESENTATIVE OF THE ESTATE OF PHILIP B. BURNETTE, JR. Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

BEVERLY
LOT 5, BLOCK 2

The true and actual consideration paid for this transfer, stated in terms of dollars is \$5,923.00.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

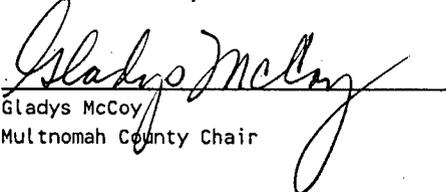
Until a change is requested, all tax statements shall be sent to the following address:

210 MASONIC BLDG, 707 MAIN ST
OREGON CITY, OR 97045

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 29th day of December 1992, by authority of an Order of the Board of County Commissioners heretofore entered of record.

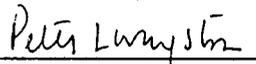


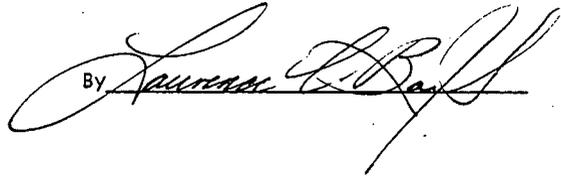
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Gladys McCoy
Multnomah County Chair

REVIEWED:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

DEED APPROVED:
F. Wayne George, Director
Facilities and Property Management

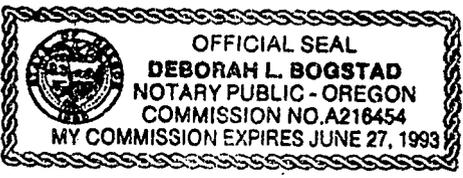
By 
Peter Livingston

By 

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 29th day of December, 1992, before me, a Notary Public in and for said County and State, personally appeared Gladys McCoy, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that said instrument was signed and sealed on behalf of said County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



Deborah L. Bogstad

Notary Public for Oregon
My Commission expires: 6/27/93

DATE SUBMITTED _____

DEC 29 1992

Agenda No. C-9

REQUEST FOR PLACEMENT ON THE CONSENT CALENDAR

SUBJECT: Request approval of Order to correct legal description shown on original.

INFORMAL ONLY* _____ FORMAL ONLY _____

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

*NAME(S) OR PERSON MAKING PRESENTATION TO BOARD Larry Baxter

BRIEF SUMMARY: Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

Request approval of order to correct legal description shown on original Order 92-144 dated August 13, 1992.

1/5/93 original & copy to Larry Baxter

BOARD OF
COUNTY COMMISSIONERS
1992 DEC 17 PM 4:47
MULTNOMAH COUNTY
OREGON

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

General Fund

Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER *[Signature]*

BUDGET/PERSONNEL: _____

COUNTY COUNSEL:(Ordinances, Resolutions, Agreements, Contract *Peter Lumpkin*

OTHER: Facilities & Property Management *[Signature]*

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Cancellation of)
Land Sale Contract 15555)
between Multnomah County, Oregon and) ORDER 92-144
RONALD E. TAYLOR)
upon Default of Payments and Performance)
of Covenants)

Upon advice of the Tax Title Unit of Multnomah County that the contract purchaser, RONALD E. TAYLOR, by contract dated September 16, 1990, agreed to purchase from Multnomah County upon terms and conditions provided therein, the following tax foreclosed property:

WILLIAMS AVENUE ADD
E 1/2 OF LOTS 16 & 17, BLOCK 17

pursuant to authority of ORS 275.180, and that said purchaser is now in default of the terms of said contract in that purchaser failed to make monthly payments of \$108.44 since July 15, 1991 for a total of \$975.96.

It appearing to the Board that ORS 275.220 provides that upon such default or breach of said contract, the Board may cancel said contract:

NOW, THEREFORE, it is hereby ORDERED that the subject contract be and is declared CANCELLED.

IT IS HEREBY FURTHER ORDERED that the Multnomah County Tax Collector remove the above property from taxation and cancel all unpaid taxes in accordance with the provisions of ORS 275.240.

IT IS HEREBY FURTHER ORDERED that the MULTNOMAH COUNTY SHERIFF serve a certified copy of this order, as a summons is served, upon RONALD E. TAYLOR at 209 NE AINSWORTH PORTLAND, OR 97211 and a return of service be made upon such copy.

Date: 1992, 13th day of August, 1992.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Gladys McCoy
Gladys McCoy
Multnomah County Chair

REVIEWED:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By *Peter Lusky*

STATE OF OREGON }
Multnomah County }
ss.

I, a Deputy for the Recorder of Conveyances, in and for said County, do hereby certify that the within instrument of writing was received for record and recorded in the record of said County

92 AUG 20 AM 10:38

RECORDING SECTION
MULTNOMAH CO. OREGON

In Book
On Page
BOOK 2578 PAGE 1756

witness my hand and seal of office affixed.
Recorder of Conveyances

C Swick
Deputy

092712

DH

To correct legal description on original document recorded 8/20/92 Bk2578/Pg1756

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Cancellation)
Land Sales Contract 15555)
between Multnomah County, Oregon and) ORDER
RONALD E. TAYLOR) 92-238
upon Default of Payments and Performance)
of Covenants)

Upon advice of the Tax Title Unit of Multnomah County that the contract purchaser, RONALD E. TAYLOR by contract dated September 16, 1990, agreed to purchase from Multnomah County upon terms and conditions provided therein, the following tax foreclosed property:

WILLIAMS AVENUE ADD E 1/2 OF LOTS 16 & 17, BLOCK 7

pursuant to authority of ORS 275.180, and that said purchaser is now in default of the terms of said contract in that purchaser failed to make monthly payments of \$975.96.

It appearing to the Board that ORS 275.220 provides that upon such default or breach of said contract, the Board may cancel said contract:

NOW, THEREFORE, it is hereby ORDERED that the subject contract be and is declared CANCELLED.

IT IS HEREBY FURTHER ORDERED that the Multnomah County Tax Collector remove the above property from taxation and cancel all unpaid taxes in accordance with the provisions of ORS 275.240.

IT IS HEREBY FURTHER ORDERED that the MULTNOMAH COUNTY SHERIFF serve a certified copy of this order, as a summons is served, upon RONALD E. TAYLOR at 209 NE AINSWORTH PORTLAND, OR 97211 and a return of service be made upon such copy.

Dated this 29th day of December, 1992



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Gladys McCoy
Gladys McCoy
Multnomah County Chair

REVIEWED:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

Peter Livingston
Peter Livingston

BUDGET MODIFICATION NO.

DA 10

(For Clerk's Use) Meeting Date DEC 29 1992

Agenda No. R-1

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR December

(Date)

DEPARTMENT District Attorney

DIVISION Neighborhood Based Prosecution

CONTACT Kelly Bacon

TELEPHONE 248-3105

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD _____

SUGGESTED

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

Agreement between Multnomah County District Attorney and Association for Portland Progress to fund a Neighborhood District Attorney Program in the Central Business District.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

Personnel changes are shown in detail on the attached sheet

This contract adds \$70,469 to the District Attorney's budget to establish a Neighborhood District Attorney Program which will work toward reducing "maintenance and order" crimes in the Central Business District. The Association for Portland Progress will provide funding for the Deputy DA and materials and services as outlined in the attached budget.

Only \$36,372 will be spent in FY 92/93. The remaining funds will be spent in FY 93/94 on the second 6 months of the DDA salary and benefits.

CLERK OF DISTRICT COURT
1592 DEC 23 AM 9 57
MULTNOMAH COUNTY
OREGON

3. REVENUE IMPACT (Explain revenues being changed and reason for the change)

DA general fund revenue is increased by ^{36,372}~~70,469~~. Program is funded 100% by the Association for Portland Progress.

4. CONTINGENCY STATUS (to be completed by Budget & Planning)

Fund Contingency before this modification (as of _____) \$ _____

Date

After this modification \$ _____

Originated By <u>Lisa Moore</u>	Date <u>12/21/92</u>	Department Director <u>Michael D. Schrunk</u>	Date <u>12/21/92</u>
Plan/Budget Analyst <u>Thomas J. Sy</u>	Date <u>12/22/92</u>	Employee Services <u>Colette R. Umbras</u>	Date
Board Approval <u>Wendy L. Boast</u>	Date <u>12/29/92</u>		

1/6/93 original Buo
TMOO to Planning &
Budget. Original
IGA to Judy Ptelan
with copy of Buo
TMOO.

EXPENDITURE

TRANSACTION EB GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		100	023	2451			5100			\$23,156		Permanent
		"	"	"			5500			\$6,280		Fringe
		"	"	"			5550			\$3,330		Insurance
		"	"	"			6110			\$830		Professional Services
		"	"	"			6230			\$1,374		Supplies
		"	"	"			6330			\$196		Local Mileage
		"	"	"			8400			\$1,206		Capital Equipment
											\$36,372	Sub-total
		400	050	7531			6530			\$3,330	\$3,330	Claims Paid
TOTAL EXPENDITURE CHANGE										\$39,702	\$39,702	

REVENUE

TRANSACTION EB GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Revenue/ Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		100	023	2451						\$36,372	\$36,372	Revenue from Assn. for Portland Progress to fund Neighborhood DA Project in the Central Business District for 1/4/93 - 1/3/94
		400	050	7531			6600			\$3,330	\$3,330	Claims Paid
The remaining funds will be used to fund a DDA 3												
TOTAL REVENUE CHANGE										\$39,702	\$39,702	

**PROPOSAL FOR A
NEIGHBORHOOD DA PROGRAM
IN THE CENTRAL BUSINESS DISTRICT**

BACKGROUND

Portland's Central Business District present some of the most sophisticated liveability, "maintenance and order" crime problems found in Multnomah County and in the State of Oregon. The present problems have been the catalyst for new and innovative public safety/interdiction strategies. One such strategy is the Neighborhood DA Program.

As an example, the Lloyd District funded a pilot project for, what was then called, a District Based Prosecution Project. The project began in November, 1990. Based on its results with significant reductions in the number of car prowls and the elimination of illegal camping sites the project was expanded in April, 1992 to include N/NE Portland. The strategies effectively used to reduce both the presence and perception of crime in these areas can be put into place in other areas of Multnomah County.

GOAL

The goal of the Neighborhood DA Program is to improve the "quality of life" within the business district. The deputy district attorney assigned to the district would work on developing long term solutions that seek to reduce and, hopefully, eliminate the "maintenance and order" crimes. The crimes most commonly involved include theft and vandalism, car prowls, aberrant public behavior and illegal camping.

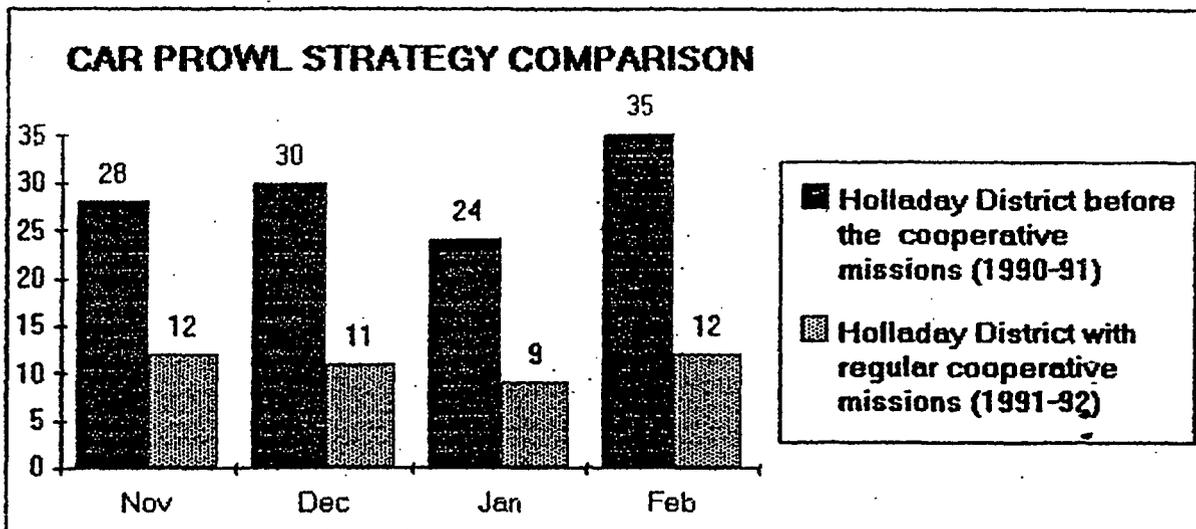
CURRENT CENTRAL BUSINESS DISTRICT PUBLIC SAFETY ISSUES

Though a complete assessment has not taken place it is known that there is a special interest in slowing the rate of liveability crimes in the central business district. Crimes in the following general categories could be targeted.

1. Property crimes.

Because of high rates of theft and vandalism businesses in the area suffer extraordinary losses. An example of how a "Neighborhood DA" can help is best

illustrated by the recent Lloyd District experience. Car prowls were a significant problem in the district. Following the development and implementation of an interdiction strategy, the car prowls were reduced significantly. The following chart graphically displays the actual results.



2. **Trespass to property.**

Enforcing the trespass statutes and ordinances can be an effective tool in controlling behaviors in public and private areas. Various businesses in other districts have achieved a more acceptable standard of behavior on their respective premises by the aggressive enforcing of their rights as property owners. Familiarization and orientation training for those involved in the enforcement of these kinds of tactics can be provided through a deputy district attorney.

3. **Street drug activity.**

Drug related activities are of particular concern to the district and there is no question that they are difficult to eradicate. Using street interdiction tactics that include strong and continuing public/private partnerships have been responsible for major successes with equally entrenched problems in other parts of Portland.

4. **Aberrant public behavior.**

These problems have become more pronounced as publicly supported mental health care providers have become less available and an increasing number of their clients are joining the ranks of street people. The problem of illegal

camping is one that has been successfully managed in the Lloyd District. Though police were arresting illegal campers this was not seen as a successful method to eliminate the problem. Through an organized effort involving businesses, police and security personnel illegal camping has been virtually eliminated. And it has been done without the use of arrests as part of the strategy. The need for arrests has all but disappeared. As can be seen in the following chart arrests for illegal camping in the district have gone from a high of 60 in the spring and summer of 1989 to a low of 1 for the same months in 1992.

ARRESTS FOR ILLEGAL CAMPING			
May, June & July			
PPB Dist. 572 & 661			
1989	1990	1991	1992
60	15	16	1

PROPOSAL

The deputy district attorney assigned to the central business district would focus on the following:

1. Problem Solving

Problem Identification: Clarify the problems by identifying the major public safety issues in the district.

The deputy district attorney would work with an established or an emerging public safety committee which was representative of the district. The deputy district attorney would work with the group to develop a district-wide assessment of the major problems in the area. This may require some additional data collection. For example, the Trouble Shooter cards developed earlier by the central business district could be used to identify which locations on which days of the week at which times of the day need to be targeted.

Problem Prioritization: In conjunction with the local public safety committee determine which of the problems are the district's top priorities.

Consideration in identifying the top priorities will be given to those problems that affect the greatest number of individuals in the district and to street liveability and

order and maintenance issues.

2. **Maximize Existing Resources**

By redeploying existing resources and building on what is available greater efficiency and effectiveness can be achieved. Too often the Portland Police Bureau is seen as the only solution to every problem. There are many kinds of resources within districts that can become part of an interdiction strategy. Measurable results have been achieved in other areas via landscape redesign, lighting and citizen participation. Knowing what resources exist, both public and private, within a given district and combining them to achieve new configurations have resulted in significant improvements in other districts.

3. **Promote Global View**

Public safety goes beyond an individual's property line. When public safety committee member organizations visualize the district's problems as affecting the entire district and not restricted to the property which they use the opportunities to have a constructive impact on the problem increase. It is this kind of global thinking that can lead to new partnerships designed to counteract the negative activities going on in the district.

4. **Broker Information**

Cultivate communication links with the groups and organizations in the target area. By serving as an additional communication bridge among law enforcement, citizen groups, businesses, city and county government agencies and civic organizations, the deputy district attorney can ensure that critical information is directed to those who can respond. The Trouble Shooter cards have been effective in other districts in pulling together what sometimes appears to be a fragmented intelligence system. The result has been solid information, clearly communicated, in a timely manner which has enabled the district to target their very limited public and private resources at a priority problem.

5. **Partnerships**

Forge new partnerships among the organizations and groups in the target area. The joining of public and private resources has been effective in mitigating serious problems in other districts. While this may be a new way of doing business in the law enforcement community it has been demonstrated in the Lloyd District that by the coordination and cooperation between private security firms and the Portland Police Bureau a significant reduction in car prowls was achieved and illegal camping all but eliminated.

6. **Prosecution**

When prosecution is part of the district interdiction strategy the deputy district attorney will facilitate the processing of the case and monitor the case progress on behalf of the district. Other activities may include organizing court watch sessions and/or victim/community participation in sentencings.

7. **Commitment to the Long Term**

Plan for maintaining the solution not displacing the problem. Establish a process to monitor the continued participation by those who have committed to a role in the interdiction strategy. Once resolved a problem should never be allowed to reestablish itself due to the benign neglect of the affected public and/or private parties.

BUDGET

The annual cost for operating a Neighborhood D.A. Program in the Portland Central Business District would be from \$65,000 to \$125,000. This includes the basic staffing requirement and equipment needs.

GEOGRAPHIC BOUNDARIES

The target area is the central business district. It is recognized that the areas adjacent to this district may also be affected by similar problems. Because of this, the deputy district attorney will also work with groups in the adjacent communities, Forest Park, Northwest Portland and Washington Park, to replicate successful strategies that have been piloted in the core business district.

CONTRACT

This contract is made between Multnomah County (hereinafter referred to as "County"), by and through the Multnomah County District Attorney's Office, and the Association for Portland Progress (hereinafter as "APP"), as of the 4th day of January, 1993.

RECITALS:

1. The County and APP have a mutual interest in improving the public safety services in Portland, Oregon in the central business district of Multnomah County;
2. The Multnomah County District Attorney is prepared to expand a neighborhood-based prosecution project that it manages into the area;
3. This project is included in the safety objectives for the central business district and has the endorsement of the membership of APP;
4. The County and APP have authority to enter into such an Agreement;
5. APP has authorized the expenditure of \$70,469.00 for a one year period to support this project. App warrants that there are sufficient funds and in-kind contributions available for the efforts to operate for 12 months.

I. DESCRIPTION OF PROJECT AND RESPONSIBILITIES OF PARTIES

A. The Multnomah County District Attorney's Office shall assign a full time prosecutor to APP Economic Improvement District. The deputy district attorney will focus on the pursuit of the elements as outlined in the Proposal for a Neighborhood District Attorney Program in the Central Business District, which is attached as Exhibit A and hereby incorporated by reference into this Agreement. The responsibilities of the deputy district attorney so assigned are expected to be flexible to changing conditions and will include, but not be limited to, problem solving, maximizing existing resources, promoting the global view, brokering information, developing partnerships, monitoring prosecution and developing long term solutions to public safety problems.

B. The Multnomah County District Attorney shall be completely responsible for the day-to-day management of the Neighborhood District Attorney Program. The deputy district attorney shall be an employee of County and shall be exclusively supervised by the District Attorney. The District Attorney shall be prepared to submit interim reports describing the program activities to the Board of Directors of APP as requested.

C. The deputy district attorney will work at the APP office. APP will provide the necessary support services including office space, phone, computer, clerical support and other items deemed necessary to carry out the responsibilities of the position.

D. The target area for this project is the Central Business District, the geographic area within the freeway loop bounded by the Willamette River. It is recognized that the areas adjacent to this district may also be affected by similar problems. Because of this, the deputy district attorney will also work with groups in the adjacent communities, Forest Park, Northwest Portland and Washington Park, to replicate successful strategies that have been piloted in the Central Business District.

II. TERM AND TERMINATION

A. The term of this Agreement shall be from January 4, 1993, to January 3, 1994. APP shall have an option to renew this Agreement, in one year increments, for a total of three additional years. APP shall exercise the option to renew by giving County 90 days' written notice.

B. Either party may terminate this Agreement by providing 60 days' written notice to the other party.

III. FINANCING

A. Within 90 days of ratification of this Agreement by the Multnomah County Board of Commissioners and the Board of Directors of APP, APP shall pay to the County the sum of \$70,469.00.

IV. MISCELLANEOUS

A. Law of Oregon

This Agreement shall be governed by the laws of the State of Oregon. All provisions required by ORS Chapter 279 to be included in public contracts are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein.

B. Maintenance and Inspection of Records

1. Required Records

Comprehensive records and documentation relating to the work conducted under this Agreement shall be kept by County.

2. Audit and Inspection of Records

County shall permit the authorized representatives of APP to inspect and audit all data and records of County relating to its performance under this Agreement for a period of three (3) years after expiration of this Agreement, including renewal periods.

C. Adherence to Law

County shall adhere to all applicable laws governing its relationships with its employees, including but not limited to laws, rules, regulations, and policies concerning workers' compensation, and minimum and prevailing wage requirements, and all other applicable federal and state laws and regulations.

D. Liability and Indemnification

APP and County shall defend, indemnify and hold harmless each other for any and all liability, settlements, losses, costs, and expenses in connection with any action, suit or claim resulting from their own negligence arising from or related to the performance of this Agreement. County's liability shall be limited as specified by the Oregon Tort Claims Act.

E. Integration

This Agreement constitutes the entire, complete and final expression of the Agreement of the parties, and may only be modified by mutual written agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter indicated.

By:

Association for Portland Progress

Chair

Secretary/Treasurer

Approved as to Form:

Legal Counsel

Ratified

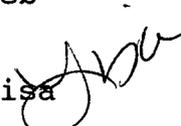
Gladys McCoy, Chair
Multnomah County Board of Commissioners



Michael D. Schrunk
Multnomah County District Attorney

Office Memorandum MICHAEL D. SCHRUNK, District Attorney

TO: Deb

FROM: Lisa 

DATE: December 24, 1992

SUBJECT: CONTRACT APPROVAL FORM - DA 10

Attached is the contract approval form for the intergovernmental agreement between the Association for Portland Progress and Multnomah County District Attorney's office for a neighborhood based prosecutor in the central business district. Please connect it to DA bud mod #10.

Thanks for all your help throughout the year. Happy holidays and best wishes for 1993!

BOARD OF
COUNTY COMMISSIONERS
1992 DEC 24 AM 10:21
MULTNOMAH COUNTY
OREGON



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

93
Contract # 7000
Amendment # _____

<p align="center">CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p align="center">CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCR B Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p align="center">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p align="center">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-1</u> DATE <u>12/29/92</u> <u>DEB BOGSTAD</u> BOARD CLERK</p>
--	---	---

Department District Attorney Division NBP Date 12/21/92
 Contract Originator Lisa Moore / Judy Phelan Phone 3133 Bldg/Room 101/600
 Administrative Contact " Phone " Bldg/Room "

Description of Contract This is a 12 month contract with the Association for Portland Progress which provides \$70,469 in funding for a Neighborhood DA program in the central business district.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____
 ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Assn. for Portland Progress
 Mailing Address 520 SW Lyimhill #1000
Portland, OR 97204
 Phone 224-8684
 Employer ID # or SS # N/A
 Effective Date 1/4/93
 Termination Date 1/3/94
 Original Contract Amount \$ 70,469
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ _____

Remittance Address _____ (If Different)
 Payment Schedule _____ Terms _____
 Lump Sum \$ _____ Due on receipt
 Monthly \$ _____ Net 30
 Other \$ _____ Other _____
 Requirements contract - Requisition required.
 Purchase Order No. _____
 Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:
 Department Manager Michael A. Schenk
 Purchasing Director _____ (Class II Contracts Only)
 County Counsel Sandra Duffy
 County Chair/Sheriff Gladys McIny
 Contract Administration _____ (Class I, Class II contracts only)

Encumber: Yes No
 Date 12/21/92
 Date _____
 Date 12-22-92
 Date 12/29/92
 Date _____

VENDOR CODE		VENDOR NAME							TOTAL AMOUNT	\$ <u>70,469</u>	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.	<u>150</u>	<u>023</u>	<u>2194</u>							<u>70,469</u>	
02.											
03.											

CONTRACT

This contract is made between Multnomah County (hereinafter referred to as "County"), by and through the Multnomah County District Attorney's Office, and the Association for Portland Progress (hereinafter as "APP"), as of the 4th day of January, 1993.

RECITALS:

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3. This project is included in the safety objectives for the central business district and has the endorsement of the membership of APP;

4. The County and APP have authority to enter into such an Agreement;

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This Agreement constitutes the entire, complete and final expression of the Agreement of the parties, and may only be modified by mutual written agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter indicated.

By:

Association for Portland Progress

Chair

Secretary/Treasurer

Approved as to Form:

Legal Counsel

Ratified

Gladys McCoy

Gladys McCoy, Chair
Multnomah County Board of Commissioners

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-1 DATE 12/29/92
DEB BOGSTAD
BOARD CLERK

Reviewed:
Sandra Duffy
Asst. County Counsel
Multnomah County



Multnomah County Sheriff's Office

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

BOB SKIPPER
SHERIFF

(503) 255-3600

December 11, 1992

Marty Boegel
United Way of the Columbia-Willamette
718 W. Burnside
Portland, Oregon 97209

RE: Letter of Intent To Apply / Community Investment Fund

Dear Mr. Boegel:

The Multnomah County Sheriff's Office is pleased to submit this Letter of Intent to Apply for funding under the Community Investment Fund of the United Way of the Columbia-Willamette. Please find attached hereto a two-page abstract of our proposal: *Reaching Inmates' Children* or *RIC*.

This innovative pilot program attempts to educate, entertain, and encourage children, ages 8-14, who have one or more parent in custody in a Multnomah County correctional facility or corrections program operated by the Sheriff's Office. The program involves the use of trained, uniformed MCSO officers and hopes to replicate the model established by the Drug Abuse Resistance Education (D.A.R.E.) program.

If you have any questions regarding this Letter of Intent, please contact Deputy Bart Whalen, at 251-2403. The Sheriff's Office welcomes the opportunity to serve the community with help from the United Way of the Columbia-Willamette.

Sincerely,


Bob Skipper
Sheriff

enc:

Multnomah County Sheriff's Office
Reaching Inmates' Children (RIC)

Project Title:

Reaching Inmates' Children (RIC)

Applicant:

Multnomah County Sheriff's Office
12240 NE Glisan
Portland, Oregon 97230
(503) 251-2489

**Project Director &
Contact Person:**

Deputy Bart Whalen
Multnomah County Sheriff's Office
1120 SW 3rd Avenue
Portland, Oregon 97204
(503) 251-2403

Problem Statement:

The Sheriff's Office has determined, through its experience in community policing and corrections operations, that the children of incarcerated persons frequently lack positive role models in the family. As a result these children tend to lack self-esteem, and too often perceive the police and other figures of authority as negative influences in their family's lives.

**Program
Description:**

Reaching Inmates' Children (RIC) is an innovative, pilot program in which specially trained MCSO Deputy Sheriff's and Corrections Officers interact with children of local inmates, through activities designed to encourage the children's self-esteem and present law enforcement as a positive influence to the family.

Target Population:

RIC intends to target children, ages 8-14, who have one or more parent in custody in a Multnomah County correctional facility or program operated by the Sheriff's Office.

Multnomah County Sheriff's Office
Reaching Inmates' Children (RIC) cont.

Program Approach:

Inverness Jail Recreation. RIC proposes to install and operate playground equipment at the Multnomah County Inverness Jail, for use by children who come to visit their incarcerated parent. RIC also proposes to introduce on-site activities for the children, performed by uniformed MCSO officers.

Classroom Activities. RIC proposes to introduce classroom activities designed to entertain, educate, and encourage children of incarcerated persons. Instructors will be trained, uniformed MCSO officers. RIC intends to replicate the model established by the highly successful and acclaimed Drug Abuse Resistance Education (D.A.R.E.) program.

Voluntary Participation. RIC will be a voluntary program, which will require the authorization by the child's parent or legal guardian. A goal of RIC is to involve the incarcerated parent in encouraging their children to participate in program.

Results Expected:

- Improved self-esteem in participating children
- Positive role models for children of incarcerated persons
- Instill a positive attitude re: criminal justice system

Organizational Capability:

The Multnomah County Sheriff's Office is a nationally-recognized law enforcement agency that provides a full array of criminal justice services in Oregon's most populous urban area.

The Multnomah County Sheriff's Office operates five local correctional facilities, two highly successful release programs: Close Street Supervision (pre-trial) and Intensive Supervision Program (sentenced offenders), and award-winning community policing programs with the Housing Authority of Portland.

Budget:

Total United Way funds requested: \$80,000
(2 FTE officer positions & supplies)

Meeting Date: DEC 29 1992

Agenda No.: R-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Resolution Re: Chaplain Housing

AGENDA REVIEW/
BOARD BRIEFING _____ (date) _____ REGULAR MEETING Dec. 29, 1992 (date)

DEPARTMENT Sheriff's Office DIVISION Services

CONTACT Larry Aab TELEPHONE 251-2489

PERSON(S) MAKING PRESENTATION Bob Skipper, Sheriff

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 min.

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):

Resolution in the Matter of a Housing Allowance for Chaplains Serving the County Jails.

1/6/93 COPIES TO LARRY AAB & SHERIFF SKIPPER

1992 DEC 21 AM 9:47
MULTNOMAH COUNTY
OREGON
CLERK OF COUNTY COMMISSIONER

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Bob Skipper Jr.

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

1 BEFORE THE BOARD OF COUNTY COMMISSIONERS
2 OF MULTNOMAH COUNTY, OREGON

3 In the Matter Of A Housing)
4 Allowance For Chaplains)
5 Serving The County Jails)

RESOLUTION
92-239

6
7 WHEREAS, the Multnomah County Sheriff's Office employs Joyce Borders and
8 Louis Kyle as chaplains serving inmates and employees at the County jails, and

9
10 WHEREAS, the Sheriff's Office does not provide housing to either chaplain, and

11
12 WHEREAS, 26, USC 107(2) allows clergy to exclude from the calculation of their
13 gross income the housing allowance paid as part of their compensation, to the extent used by
14 them to rent or provide a home, now

15
16 THEREFORE BE IT RESOLVED, that Joyce Borders be allowed to designate
17 \$4,500.00 of her compensation as a housing allowance for calendar year 1993, and that
18 Louis Kyle be allowed to designate \$8,000.00 per annum of his compensation as a housing
19 allowance for calendar year 1993, subject to requirements and limitations of internal revenue
20 law.

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1 ADOPTED this 29th day of December, 1992.



By Gladys McCoy
GLADYS MCCOY, COUNTY CHAIR
MULTNOMAH COUNTY, OREGON

9 REVIEWED:

10
11 LAURENCE KRESSEL, COUNTY COUNSEL
12 MULTNOMAH COUNTY, OREGON

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14 By Jacqueline Weber
15 JACQUELINE WEBER
16 ASSISTANT COUNTY COUNSEL

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BUDGET MODIFICATION NO. 7250 #6

(For Clerk's Use) Meeting Date DEC 29 1992

Agenda No. R-4

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR 12-29-92 (Date)

DEPARTMENT Sheriff's Office

DIVISION Corrections

CONTACT Larry Aab

TELEPHONE 251-2489

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Larry Aab

SUGGESTED

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

Budget modification restoring funds to pay for the operation of the Courthouse Jail from 1/1/93 - 6/30/93.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This modification restores 70 beds at the Courthouse Jail for the second 6 months of this fiscal year. It will fund 5 Corrections Officer positions, and fund food services operations.

1992 DEC 22 PM 1:54
MULTNOMAH COUNTY
OREGON

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

Increase service reimbursement to insurance fund \$14,957.

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

Contingency before this modification (as of _____) \$ _____
(Specify Fund) (Date)
After this modification \$ _____

Originated By	Date	Department Manager	Date
		<u>Bob Shupe</u>	<u>12/16/92</u>
Budget Analyst	Date	Personnel Analyst	Date
<u>J. Mark Campbell</u>	<u>12-29-92</u>	<u>S. Ayers</u>	<u>12/22/92</u>
Board Approval			Date
<u>Deborah Coarista</u>			<u>12/29/92</u>

NOITURE SACTION EB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY _____

ument mber	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
		100	025	3915			5100			68,819		Permanent
							5500			24,169		Fringe
							5550			14,957		Insurance
							6270			63,214		Food
											171,159	Sub Total
		400	050	7531			6580			14,957		Insurance
		100	045	9120			7700			(171,159)		Contingency
EXPENDITURE CHANGE										14,957		TOTAL EXPENDITURE CHANGE

NOITURE SACTION RB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY _____

ument mber	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Revenue Source	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
		400	050	7040			6600			14,957		General Fund
REVENUE CHANGE										14,957		TOTAL REVENUE CHANGE

PERSONNEL DETAIL FOR BUD MOD NO. 7250 #6

5. ANNUALIZED PERSONNEL CHANGES (Compute on a full year basis even though this action affects only a part of the fiscal year.)

FTE Increase (Decrease)	POSITION TITLE	Annualized			TOTAL Increase (Decrease)
		BASE PAY Increase (Decrease)	Increase (Decrease) Fringe	Ins.	
5	Corrections Officer	137,638	48,338	29,914	215,890
5	TOTAL CHANGE (ANNUALIZED)	137,638	48,338	29,914	215,890

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts being changed by this Bud Mod.)

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	Current FY			TOTAL Increase (Decrease)
		BASE PAY Increase (Decrease)	Increase (Decrease) Fringe	Ins.	
2.5 FTE	Add positions	68,819	24,169	14,957	107,945

BUDGET MODIFICATION NO. 350 #7

(For Clerk's Use) Meeting Date DEC 29 1992

Agenda No. R-5

REQUEST FOR PLACEMENT ON THE AGENDA FOR 12-29-92
(Date)

DEPARTMENT Sheriff's Office

DIVISION _____

CONTACT Larry Aab

TELEPHONE 251-2489

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD _____

SUGGESTED

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

Budget Modification reducing Sheriff's Office Professional Services appropriation by \$50,000 - reducing the amount paid for the BOEC-contract.

(Estimated Time Needed on the Agenda)

DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This budget modification reduces the General Fund appropriation for the BOEC contract by \$50,000. The County will be receiving \$50,000 in additional "911" telephone tax revenue.

Since the revenue can not be added to the Emergency Communications Fund, it will be included as one of the items considered in the Supplemental Budget which is being prepared for submission to the Board in January.

REVENUE IMPACT (Explain revenues being changed and the reason for the change)

MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS
1992 DEC 23 AM 9:22

CONTINGENCY STATUS (to be completed by Finance/Budget)

Contingency before this modification (as of _____) (Date)

\$

(Specify Fund)

After this modification

\$

Originated By _____ Date _____

Department Manager _____ Date _____

Budget Analyst _____ Date _____

Personnel Analyst _____ Date _____

Board Approval _____ Date _____

_____ Date _____

DEBORAH L BOUSTAO

12/29/92

BUDGET MODIFICATION NO. 2050 + 8

(For Clerk's Use) Meeting Date DEC 29 1992

Agenda No. 9-50

REQUEST FOR PLACEMENT ON THE AGENDA FOR 12-29-92 (Date)

DEPARTMENT Sheriff's Office

DIVISION _____

CONTACT Larry Aab

TELEPHONE 251-2489

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD _____

SUGGESTED

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

Budget Modification Increasing Inverness Jail Serial Levy Revenue, appropriating revenue for the work crews, and increasing the appropriation for the Immigration and Naturalization Service

(Estimated Time Needed on the Agenda)

DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

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

This modification will increase revenue appropriations in the Sheriff's budget. It will add \$346,000 to the serial levy appropriation to correspond to increased levy receipts. It will add \$100,000 to our appropriation for Immigration and Naturalization Service revenue to recognize the amount we expect to receive based on the current trend of INS bookings. And it will add revenue for three work crews to be paid out of the tax title, recreation, and road funds.

MULTICOUNTY COURT
CLERK OF COURT
1992 DEC 23 AM 11:04
CLERK OF COURT
CLERK OF COURT
CLERK OF COURT

REVENUE IMPACT (Explain revenues being changed and the reason for the change)

Increase serial levy \$346,000
Increase INS revenue \$100,000
Increase tax title transfer \$31,640
Increase road fund transfer \$31,640
Increase recreation fund transfer \$31,640

CONTINGENCY STATUS (to be completed by Finance/Budget)

Contingency before this modification (as of _____) \$ _____
(Specify Fund) (Date)
After this modification \$ _____

Originated By	Date	Department Manager	Date
		<u>Bel Skippa pa</u>	<u>12/16/92</u>
Budget Analyst	Date	Personnel Analyst	Date
<u>J. Mark Campbell</u>	<u>12-22-92</u>		
Board Approval	Date		
<u>Deborah C. Bocardo</u>	<u>12/29/92</u>		

EXPENDITURE TRANSACTION EB []												
GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY _____												
Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub-Total	Description
		100	025	3015			7613			(440,920)		CT to Levy Fund
		100	045	9120			7700			540,920		Contingency
		150	030	6410			6220			(31,640)		Supplies
		150	030	6410			7500			31,640		Other Internal
		158	030	5155			7500			31,640		Other Internal
		158	030	5155			6060			(31,640)		Pass Thru
		330	030	5110			7500			15,820		Other Internal
		330	030	5310			7500			15,820		Other Internal
		330	030	9120			7700			(31,640)		Contingency
TOTAL EXPENDITURE CHANGE										100,000		TOTAL EXPENDITURE CHANGE

REVENUE TRANSACTION RB []												
GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY _____												
Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Revenue Source	Current Amount	Revised Amount	Change Increase (Decrease)	Sub-Total	Description
		169	045	7410			1000			340,000		Serial Levy
		100	025	3915			2001			100,000		INS
		169	025	3955		6601				31,640		Road Fund
						6624				31,640		Tax Title Fund
						6410				31,640		Recreation Fund
		169	045	7410			7601			(440,920)		General Fund
TOTAL REVENUE CHANGE										100,000		TOTAL REVENUE CHANGE

Meeting Date: DEC 29 1992

Agenda No.: R-7

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: ORDINANCE GRANTING REGULAR STATUS

BCC Informal _____ BCC Formal 12/29/92
(date) (date)

DEPARTMENT SOCIAL SERVICES DIVISION MHYFS

CONTACT REX SURFACE TELEPHONE 248-3691

PERSON(S) MAKING PRESENTATION GARY NAKAO/GARY SMITH

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 15 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):

Regular status for transferring employees being requested in order to maintain the current level of expertise in Involuntary Commitment duties, and for equity with others who will have rights under ORS 236.630. The agreement with the Mental Health organizations is being revised to cover all anticipated costs of the transfer of employees to the County.

*1/4/93 COPIES TO REX SURFACE, GARY NAKAO,
GARY SMITH & SUSAN AYERS
1/6/93 COPIES TO ORDINANCE DISTRIBUTION
LIST*

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER *Gary Nakao*

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 DEC 22 AM 10:08

ORDINANCE FACT SHEET

Ordinance Title: STATUS OF CERTAIN EMPLOYEES WHOSE FUNCTIONS ARE BEING
TRANSFERRED TO MULTNOMAH COUNTY

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefited, other alternatives explored):

The purpose is to grant regular civil service status to employees transferring to Multnomah County from four separate mental health organizations to perform Involuntary Commitment duties for the County. These include seven Involuntary Commitment Investigators and one Sr. Case Manager. The alternative would be to treat them as new hires, despite their many years of expertise in providing involuntary commitment investigation.

What other local jurisdictions in the metropolitan area have enacted similar legislation?

N/A

What has been the experience in other areas with this type of legislation?

This is similar to the transfer of other functions from private, non-profit organizations to Multnomah County, where the Board of County Commissioners has granted those employees regular civil service status.

What is the fiscal impact, if any?

The costs of this transfer of employees to the County will be covered by the reduction of funds given to the mental health organizations, which had previously performed the involuntary commitment investigation functions for the County.

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: _____

Planning & Budget Division (if fiscal impact): *[Signature]*

Department Manager/Elected Official: *[Signature]*

1 BEFORE THE BOARD OF COUNTY COMMISSIONERS

2 FOR MULTNOMAH COUNTY, OREGON

3 ORDINANCE NO. _____

4
5 An ordinance relating to the status of certain
6 employees whose functions are being transferred to Multnomah
7 County.

8 SECTION I. FINDINGS.

9 A. The Board of County Commissioners desires to
10 directly provide certain mental and emotional disability
11 service functions currently being performed by employees of
12 North/Northeast Community Mental Health, Inc., Mental Health
13 Services, West, Inc., Mt. Hood Community Mental Health Center,
14 Inc., and Southeast Mental Health Network, Inc. (hereinafter
15 referred to as "transferring organizations").

16 B. Employees of transferring organizations who did
17 not transfer to the corporation by virtue of ORS 236 or who did
18 not otherwise acquire civil service status are not entitled to
19 transfer to County employment under the provisions of ORS
20 236.610.

21 C. It is the desire of the Board that all employees
22 of transferring organizations whose mental and emotional
23 disability service functions are being assumed by the County

1 shall enjoy the rights and privileges afforded under ORS
2 236.630 to those who are returning with civil service status
3 pursuant to ORS 236.

4 SECTION II. EMPLOYEE STATUS.

5 A. Subject to any limitations imposed by any
6 applicable County collective bargaining agreement, any employee
7 of a transferring organization, as defined above, who has more
8 than six (6) months of service, and elects to transfer to
9 Multnomah County employment because that function is assumed by
10 Multnomah County on January 1, 1993, shall have the status of a
11 regular employee as defined by MCC 3.10.010 (II), effective the
12 date of transfer. Any person who has not completed six months
13 of continuous service with the transferring organization and
14 elects to transfer shall have the status of probationary
15 employee and shall attain regular status after serving the six
16 month probationary period required in MCC 3.10.230 (A).
17 Continuous time served with the transferring organization and
18 with Multnomah County shall be combined toward completing the
19 probationary period.

20 B. Employees of transferring organizations who
21 perform the following job functions shall be eligible for the
22 transfer rights described in A. above:
23
24
25

1 BEFORE THE BOARD OF COUNTY COMMISSIONERS

2 FOR MULTNOMAH COUNTY, OREGON

3 ORDINANCE NO. 747

4
5 An ordinance relating to the status of certain
6 employees whose functions are being transferred to Multnomah
7 County, and declaring an emergency.

8 SECTION I. FINDINGS.

9 A. The Board of County Commissioners desires to
10 directly provide certain mental and emotional disability
11 service functions currently being performed by employees of
12 North/Northeast Community Mental Health, Inc., Mental Health
13 Services, West, Inc., Mt. Hood Community Mental Health Center,
14 Inc., and Southeast Mental Health Network, Inc. (hereinafter
15 referred to as "transferring organizations").

16 B. Employees of transferring organizations who did
17 not transfer to the corporation by virtue of ORS 236 or who did
18 not otherwise acquire civil service status are not entitled to
19 transfer to County employment under the provisions of ORS
20 236.610.

21 C. It is the desire of the Board that all employees
22 of transferring organizations whose mental and emotional
23 disability service functions are being assumed by the County

1 shall enjoy the rights and privileges afforded under ORS
2 236.630 to those who are returning with civil service status
3 pursuant to ORS 236.

4 SECTION II. EMPLOYEE STATUS.

5 A. Subject to any limitations imposed by any
6 applicable County collective bargaining agreement, any employee
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12 date of transfer. Any person who has not completed six months
13 of continuous service with the transferring organization and
14 elects to transfer shall have the status of probationary
15 employee and shall attain regular status after serving the six
16 month probationary period required in MCC 3.10.230 (A).
17 Continuous time served with the transferring organization and
18 with Multnomah County shall be combined toward completing the
19 probationary period.

20 B. Employees of transferring organizations who
21 perform the following job functions shall be eligible for the
22 transfer rights described in A. above:

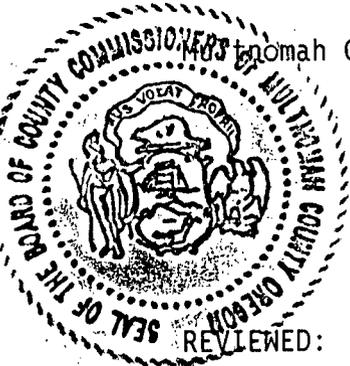
1 1. A Qualified Mental Health Professional who
2 is certified by the State of Oregon as an Involuntary
3 Commitment Investigator and who provides involuntary commitment
4 investigative services at least 50% of his/her time.

5 2. A person who is providing mental hospital
6 discharge planner services, also known as Dammasch liaison
7 services, at least 50% of his/her time.

8 SECTION III. EMERGENCY CLAUSE.

9 This Ordinance, being necessary for the health, safety, and
10 general welfare of the people of Multnomah County, an emergency
11 is declared and the Ordinance shall take effect upon its
12 execution by the County Chair, pursuant to Section 5.50 of the
13 Charter of Multnomah County.

14 ADOPTED this 29th day of December, 1992, being the date of
15 its first reading before the Board of County Commissioners of
16 Multnomah County, Oregon.



17
18 By Gladys McCoy
19 Gladys McCoy, Chair
20 MULTNOMAH COUNTY, OREGON

21
22 for John DuBay
23 Laurence Kressel, County Counsel
24 of Multnomah County, Oregon

25 556ES

Meeting Date: DEC 29 1992

Agenda No.: R-8

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Resolution to Establish the Multnomah County Detention Reform Committee

BOARD BRIEFING _____ REGULAR MEETING December 29, 1992
(date) (date)

DEPARTMENT Social Services DIVISION Juvenile Justice

CONTACT Chris White TELEPHONE 248-3460

PERSON(S) MAKING PRESENTATION Harold Ogburn

ACTION REQUESTED:

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

ESTIMATED TIME NEEDED ON BOARD AGENDA: 15 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 Resolution establishes the Multnomah County Detention Reform Committee, as required by the Annie E. Casey Foundation planning grant received by the Juvenile Justice Division. The Detention Reform Committee will participate in planning for policy reform to develop community-based alternatives to secure detention.

Chair's Office, 1/6/93 copies to CHRIS WHITE, HAL OGBURN, CLARY JAKOO & KAREN TRAYFIELD
(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER *[Signature]*

(All accompanying documents must have required signatures)

1992 DEC 21 PM 3:00
MULTNOMAH COUNTY
OREGON
CLERK'S OFFICE



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL 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
GARY HANSEN • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

TO: Gladys McCoy, Chair
Multnomah County Board of Commissioners

VIA: Dr. Gary Nakao, Director 
Department of Social Services

FROM:  Harold Ogburn, Director
Juvenile Justice Division

DATE: December 18, 1992

SUBJECT: Resolution establishing the Multnomah County Detention Reform Committee

RECOMMENDATION: The Juvenile Justice Division recommends the Board's approval of a Resolution establishing the Multnomah County Detention Reform Committee.

BACKGROUND/ANALYSIS: Multnomah County, through the Department of Social Services and the Juvenile Justice Division, has been awarded a \$75,000 Planning Grant from the Annie E. Casey Foundation. The grant supports a nine-month planning phase to develop alternatives to detention and possible policy reform to reduce the reliance on the County's secure detention facility.

This Resolution establishes the Multnomah County Detention Reform Committee, as required by the Annie E. Casey Foundation. The Detention Reform Committee will participate in planning for the development of alternatives to detention and policy reform which will be implemented following the planning phase.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF MULTNOMAH COUNTY

In the Matter of Establishing)
the Multnomah County Detention)
Reform Committee to Implement)
the Annie E. Casey Foundation)
Planning Grant)

RESOLUTION

WHEREAS, the Consent Decree has called for the construction of a new Juvenile Detention Facility, and

WHEREAS, the capacity of the new Detention Facility is not to exceed a daily capacity of 128 residential beds, and

WHEREAS, the Comprehensive Youth Action Plan Task Force, established by the Board December 12, 1991, recommended that Pre-Adjudicatory Detention Alternatives and Post-Adjudicatory Programs be developed, and

WHEREAS, the Board of County Commissioners on September 4, 1992 gave support to the Juvenile Justice Division's intent to apply for the Annie E. Casey Foundation funding, and

WHEREAS, Multnomah County has been chosen to participate in the Planning Phase of the Annie E. Casey Foundation Detention Reform Initiative to reduce the reliance on Detention for pre-adjudicative youth by reforming policy and developing detention alternatives, and

WHEREAS, the Annie E. Casey Foundation requires the establishment of a Planning Group to develop and implement policy reform and alternatives to Detention, and

WHEREAS, Multnomah County has designated, through the Department of Social Services, that the Juvenile Justice Division be the Lead Agency in the planning effort,

THEREFORE BE IT RESOLVED, the Board of County Commissioners supports involvement with the Annie E. Casey Foundation to develop and implement policy and programming to reduce the reliance on the secure Detention Facility.

THEREFORE BE IT RESOLVED, that the Board hereby establishes the Multnomah County Detention Reform Committee with no fewer than the following representatives to develop the implementation strategy to reduce the reliance on secure detention:

Fred Stickel, Chair, Children's Justice Task Force
Kay Torran, Regional Administrator, Children's Services
Division
Linda Bergman, Chief Juvenile Court Judge
Tony Palermini, Superintendent, David Douglas School
District
Tom Potter, Chief, Portland Police Bureau
John E. Bierwirth, Superintendent, Portland Public Schools
Robert Skipper, Multnomah County Sheriff
James Mason, Project Manager for Multi-Cultural Initiative
Project, Portland State University

William Feyerherm, Director, Regional Research Institute,
Portland State University
Arthur J. Knori, Chief, Gresham Police Department
Harold Ogburn, Director, Juvenile Justice Division
Michael D. Schrunk, District Attorney
Richard Brown, Black United Front
Polo Catalani, Asian/American Coalition
Hank Miggins, Executive Assistant to the Chair
Ingrid Swenson, Metropolitan Public Defender
Sharron Kelley, County Commissioner
Dan Saltzman, County Commissioner-Elect
Nan Waller, Chair, Juvenile Court Advisory Council
Michael Balter, Executive Director, Boys and Girls Aid
Society
Bishop A. A. Wells, Emmanuel Temple General Services
James Edmondson, Program Manager, Child and Adolescent
Mental Health Division
Virginia Salinas, Hispanic Services Roundtable

THEREFORE BE IT RESOLVED, that appointments will be made in accordance with the Charter. The Detention Reform Committee will have, as Chair, Fred Stickel of the Children's Justice Task Force.

THEREFORE BE IT RESOLVED, that the Detention Reform Committee will participate in the overall collaborative effort to develop an implementation plan for policy reform to develop community-based alternatives to secure detention.

THEREFORE BE IT RESOLVED, that the Committee will consider the recommendations of the Juvenile Court Advisory Council, the Central Advisory Board to the Department of Social Services, the Children's Justice Task Force, groups of Youth Serving Agencies called together to offer input on alternatives to secure detention, and other groups as identified by the Committee.

THEREFORE BE IT RESOLVED, that the goal of the implementation plan resulting from the Committee's efforts will be to secure further funding from the Annie E. Casey Foundation to allow for full implementation of the developed plan.

THEREFORE BE IT RESOLVED, that the committee will report to the Board by August 15, 1993. The Board commits to reviewing and adopting a plan.

ADOPTED THIS _____ DAY OF DECEMBER, 1992

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By _____

Reviewed:


Laurence Kressel, County Counsel
By ~~W. H. Lazenby, Jr.~~

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF MULTNOMAH COUNTY

In the Matter of Establishing)
the Multnomah County Detention)
Reform Committee to Implement)
the Annie E. Casey Foundation)
Planning Grant)

RESOLUTION
92-240

WHEREAS, the Consent Decree has called for the construction of a new Juvenile Detention Facility, and

WHEREAS, the capacity of the new Detention Facility is not to exceed a daily capacity of 128 residential beds, and

WHEREAS, the Comprehensive Youth Action Plan Task Force, established by the Board December 12, 1991, recommended that Pre-Adjudicatory Detention Alternatives and Post-Adjudicatory Programs be developed, and

WHEREAS, the Board of County Commissioners on September 4, 1992 gave support to the Juvenile Justice Division's intent to apply for the Annie E. Casey Foundation funding, and

WHEREAS, Multnomah County has been chosen to participate in the Planning Phase of the Annie E. Casey Foundation Detention Reform Initiative to reduce the reliance on Detention for pre-adjudicative youth by reforming policy and developing detention alternatives, and

WHEREAS, the Annie E. Casey Foundation requires the establishment of a Planning Group to develop and implement policy reform and alternatives to Detention, and

WHEREAS, Multnomah County has designated, through the Department of Social Services, that the Juvenile Justice Division be the Lead Agency in the planning effort,

THEREFORE BE IT RESOLVED, the Board of County Commissioners supports involvement with the Annie E. Casey Foundation to develop and implement policy and programming to reduce the reliance on the secure Detention Facility.

THEREFORE BE IT RESOLVED, that the Board hereby establishes the Multnomah County Detention Reform Committee with no fewer than the following representatives (or their designees) to develop the implementation strategy to reduce the reliance on secure detention:

Fred Stickel, Chair, Children's Justice Task Force
Kay Torran, Regional Administrator, Children's Services
Division
Linda Bergman, Chief Juvenile Court Judge
Tony Palermini, Superintendent, David Douglas School
District
Tom Potter, Chief, Portland Police Bureau
John E. Bierwirth, Superintendent, Portland Public Schools
Robert Skipper, Multnomah County Sheriff
James Mason, Project Manager for Multi-Cultural Initiative
Project, Portland State University

William Feyerherm, Director, Regional Research Institute,
 Portland State University
 Arthur J. Knori, Chief, Gresham Police Department
 Harold Ogburn, Director, Juvenile Justice Division
 Michael D. Schrunk, District Attorney
 Richard Brown, Black United Front
 Polo Catalani, Asian/American Coalition
 Hank Miggins, Executive Assistant to the Chair
 Ingrid Swenson, Metropolitan Public Defender
 Sharron Kelley, County Commissioner
 Dan Saltzman, County Commissioner-Elect
 Nan Waller, Chair, Juvenile Court Advisory Council
 Michael Balter, Executive Director, Boys and Girls Aid
 Society
 Bishop A. A. Wells, Emmanuel Temple General Services
 James Edmondson, Program Manager, Child and Adolescent
 Mental Health Division
 Virginia Salinas, Hispanic Services Roundtable
 A representative of the Native American community (to be
 named)

THEREFORE BE IT RESOLVED, that appointments will be made in accordance with the Charter. The Detention Reform Committee will have, as Chair, Fred Stickel of the Children's Justice Task Force.

THEREFORE BE IT RESOLVED, that the Detention Reform Committee will participate in the overall collaborative effort to develop an implementation plan for policy reform to develop community-based alternatives to secure detention.

THEREFORE BE IT RESOLVED, that the Committee will consider the recommendations of the Juvenile Court Advisory Council, the Central Advisory Board to the Department of Social Services, the Children's Justice Task Force, groups of Youth Serving Agencies called together to offer input on alternatives to secure detention, and other groups as identified by the Committee.

THEREFORE BE IT RESOLVED, that the goal of the implementation plan resulting from the Committee's efforts will be to secure further funding from the Annie E. Casey Foundation to allow for full implementation of the developed plan.

THEREFORE BE IT RESOLVED, that the committee will report to the Board by August 15, 1993. The Board commits to reviewing and adopting a plan.

ADOPTED THIS 29th DAY OF DECEMBER, 1992

BOARD OF COUNTY COMMISSIONERS
 FOR MULTNOMAH COUNTY, OREGON

By Gladys McCoy
 Gladys McCoy, Chair



Reviewed: John L. Dubay
 for Laurence Kressel, County Counsel
 By ~~John L. Dubay~~
 John L. Dubay

Meeting Date: DEC 29 1992

Agenda No: R-9

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Revenue Contract from City of Portland Energy Office for Block by Block Weatherization

#103093

Board Briefing: _____ Regular Meeting: _____
Date Date

DEPARTMENT: Social Services DIVISION: Housing & Community Svcs

CONTACT: Rey España TELEPHONE: 248-5464

PERSON(S) MAKING PRESENTATION: Norm Monroe/Rey España

ACTION REQUESTED:

[] INFORMATIONAL ONLY [] POLICY DIRECTION [X] 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 Housing and Community Services Division recommends approval of the \$130,000 revenue contract from the City of Portland Energy Office for Block by Block weatherization services. This is an annual agreement under which the County provides weatherization services in City-targeted neighborhoods, in conjunction with other County-operated weatherization programs for low income households.

The revenue contract is being processed simultaneously with DSS Budget Modification #30, which increases the Division's temporary personnel budget by \$8,000 of City revenues. The \$8,000 is the difference between the currently budgeted amount and the revenue contract.

1/6/93 originals to Tom Brobeck

SIGNATURES:

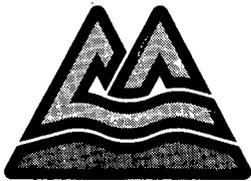
ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Gary Nakao / P.B. 12/8/92
(All accompanying documents must have required signatures)

bbb93a

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 DEC 18 PM 1:34



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
HOUSING & COMMUNITY SERVICES DIVISION
421 S.W. FIFTH AVENUE, SECOND FLOOR
PORTLAND, OREGON 97204
(503) 248-5464
FAX: (503) 248-3332

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, County Chair

VIA: Gary Nakao, Director
Department of Social Services

FROM: Norm Monroe, Director
Housing and Community Services Division

DATE: December 8, 1992

SUBJECT: Revenue Contract from City of Portland Energy Office for Block by Block Weatherization, and DSS Budget Modification #

Retroactive Status: The revenue contract from the City of Portland Energy Office is retroactive to October 12, 1992, the date set by the City for the start of the Block by Block weatherization program. Contract processing was delayed pending negotiations over contract language.

Recommendation: The Housing and Community Services Division recommends Board of County Commissioner approval of the attached revenue contract from the City of Portland Energy Office, for the period October 12, 1992 through August 31, 1993.

The Division also recommends approval of DSS Budget Modification #30, which is being processed simultaneously with the revenue contract.

Analysis: The Housing and Community Services Division has received a \$130,000 revenue contract from the City of Portland Energy Office for Block by Block weatherization services. This is an annual agreement to fund an ongoing program.

Under the agreement, the County conducts weatherization audits of homes in City-identified neighborhoods; selects, schedules, and pays contractors to install weatherization measures; provides energy and conservation education to eligible households; inspects the weatherization work, and applies for utility and state weatherization rebates. These services are coordinated with the other County operated weatherization services for low income households.

DSS Budget Modification #30 adds \$8,000 to the Division budget to bring the current Block by Block budget up to the \$130,000 revenues. The funds are being added to the temporary personnel line to cover exigencies.

Background: City Block by Block revenues are included in the Housing and Community Services Division budget, but at a lower level. The revenue contract is an annual agreement which covers the weatherization season, generally winter and spring.

bbb93z



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 103093

Amendment # —

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement Revenue <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-9</u> DATE <u>12/29/92</u> <u>DEB BOGSTAD</u> BOARD CLERK</p>
--	--	--

Department Social Services Division Hsg & Comm. Svcs Date December 8, 1992

Contract Originator Tom Brodbeck Phone 248-5464 Bldg/Room B161/2nd Floor

Administrative Contact Cilla Murray Phone 248-5464 Bldg/Room B161/2nd Floor

Description of Contract Contract funds Block by Block weatherization program.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name City Of Portland Energy Office

Mailing Address 1120 SW 5th, Room 1030
Portland, OR 97204

Phone (503) 796-7222

Employer ID # or SS # _____

Effective Date October 12, 1992

Termination Date August 30, 1993

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 130,000

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt

Monthly \$ Per Invoice Net 30

Other \$ _____ Other _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

Encumber: Yes No

Date 9 Dec 92

Date _____

Date 12/17/92

Date 12/29/92

Date _____

REQUIRED SIGNATURES:

Department Manager [Signature]

Purchasing Director (Class II Contracts Only) _____

County Counsel [Signature]

County Chair/Sheriff [Signature]

Contract Administration (Class I, Class II contracts only) _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC REV	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.	156	010	1730			2798			BBB	\$130,000	
02.											
03.											

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION
421/1st Flr

CANARY - INITIATION

GREEN - FINANCE
106/1430

INTERGOVERNMENTAL AGREEMENT

This Agreement for Services (Agreement) is between the CITY OF PORTLAND, OREGON (City) and MULTNOMAH COUNTY DEPARTMENT OF SOCIAL SERVICES, HOUSING AND COMMUNITY SERVICES DIVISION, COMMUNITY ACTION PROGRAM OFFICE (Contractor).

RECITALS:

The purpose of this Agreement is to assist the Portland Energy Office with implementation of the 1992-1993 Block-By-Block (BBB) Weatherization Program by providing energy audits, blower door test, weatherization, air leakage control, and inspection services for qualified homes and also to apply for and collect weatherization rebates resulting from the work performed, in accordance with this Agreement.

AGREEMENT:

1. SCOPE OF CONTRACTOR SERVICES

- (a) The Contractor shall provide services specifically to the Energy Office. The Contractor shall provide the City those services set out below:

The Contractor shall provide the services set out in Exhibits A - SCOPE OF WORK, B - SCHEDULE FOR CONTRACTOR SERVICES, and C - BUDGET.

- (b) The Contractor shall provide the services set out in subsection (a) above in accordance with the schedule set out below:

Refer to Exhibit B - SCHEDULE FOR CONTRACTOR SERVICES.

2. SCOPE OF CITY SERVICES

- (a) To assist the Contractor in carrying out its obligations hereunder, the City shall perform the services set out below:

- (1) Provide completed applications from eligible households.

- (2) Make program policy decisions and provide overall program direction. Prioritize energy efficiency measures to be installed, jointly determine audit methodology and cost effective criteria, set budget maximums based on an average cost per job, and set goals for numbers of completed jobs.
- (b) The City shall perform the services set out in subsection (a) above in accordance with the schedule set out below:
- (1) Begin providing completed applications the week of October 12, 1992. A minimum of 260 applications shall be provided on or before December 31, 1992.
 - (2) In conjunction with Exhibit B - SCHEDULE FOR CONTRACTOR SERVICES.

3. COMPENSATION

The City shall pay the Contractor for work performed under this Agreement after the effective date as set out below. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and services.

The City shall pay Multnomah County Community Action Program Office up to \$130,000 as compensation for these services. The budget is set out in Exhibit C - BUDGET.

4. BILLING AND PAYMENT PROCEDURE

The Contractor's billing and City's payment procedures shall be as set out below:

Billings shall be accompanied by supporting documentation. The City shall pay the billed amount within thirty (30) days provided the project manager has certified the billing and documentation as complete and valid.

5. EFFECTIVE AND TERMINATION DATES

This Agreement shall be effective as of October 12, 1992 and shall terminate as of August 31, 1993.

6. EARLY TERMINATION OF AGREEMENT

- (a) The City and Contractor, by mutual written agreement, may terminate this Agreement at any time.
- (b) This contract may be terminated by either party by 30 days written notice to the other party.
- (c) Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

7. PAYMENT ON EARLY TERMINATION

- (a) In the event of termination under subsection 6 (a) or (b) EARLY TERMINATION OF AGREEMENT, hereof, the City shall pay the Contractor for work performed in accordance with the Agreement prior to the termination date.
- (b) In the event of termination under subsection 6 (c), EARLY TERMINATION OF AGREEMENT, hereof, by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.
- (c) In the event of termination under subsection 6 (c), EARLY TERMINATION OF AGREEMENT, hereof, by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, provided for in section 8 (a), REMEDIES.
- (d) In the event of early termination all Contractor's work product will become and remain property of the City.

8. REMEDIES

- (a) In the event of termination under subsection 6 (c), EARLY TERMINATION OF AGREEMENT, 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 under section 3, COMPENSATION, hereof, then the Contractor shall pay to the City the amount of the excess.
- (b) The remedies provided to the City and the Contractor under sections 6, EARLY TERMINATION OF AGREEMENT, and 8, REMEDIES, hereof, for a breach shall not be exclusive. The City and the Contractor also shall be entitled to any other equitable and legal remedies that are available.

9. CITY PROJECT MANAGER

- (a) The City Project Manager shall be David Tooze or such other person as shall be designated in writing by the director of the Portland Energy Office.
- (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.

10. COMPLIANCE WITH LAWS

- (a) In connection with its activities under this Agreement, the Contractor shall comply with all applicable federal, state, and local laws and regulations.
- (b) In the event the Contractor provides goods or services to the City in the aggregate in excess of \$2,500 per fiscal year, Contractor agrees it has certified with the City's Equal Employment Opportunity certification process.

11. OREGON LAW AND FORUM

- (a) This Agreement shall be construed according to the law of the State of Oregon.
- (b) Any litigation between the City and the Contractor arising under this Agreement or out of work performed under this Agreement 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 District of Oregon.

12. 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 three (3) years from the date of completion or termination of this Agreement.

13. AUDIT OF PAYMENTS

- (a) The City, either directly or through a designated representative, may audit the records of the Contractor at any time during the three (3) year period established by section 12, MAINTENANCE OF RECORDS.
- (b) If an audit discloses that payments to the Contractor under section 3, COMPENSATION, and section 4, BILLING AND PAYMENT PROCEDURE, 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.

14. INDEMNIFICATION

The Contractor agrees to hold and save harmless and defend the City, its officers, agents and employees, against all suits, actions or claims of any character arising out of the acts or omissions of the Contractor, or its officers, agents or employees, in carrying out the terms of this agreement, subject to the limitations and conditions of

the Oregon Tort Claims Act, ORS 30.260 et seq., and the Oregon Constitution, Article XI, Section 9.

The City agrees to hold and save harmless and defend the Contractor, its officers, agents and employees, against all suits, actions or claims of any character arising out of the acts or omissions of the City, or its officers, agents or employees, in carrying out the terms of this agreement, subject to the limitations and conditions of the Oregon Tort Act, ORS 30.260 et seq., and the Oregon Constitution, Article XI, Section 9.

15. 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 Agreement. 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.
- (b) In the alternative to maintaining public liability and property damage insurance, Contractor may self-insure. The Contractor's self-insurance shall provide the same amount of protection for the Contractor and the City, its officers, agents and employees as otherwise required under this section. The Contractor shall provide the City with a statement regarding the status of its self-insurance program.

16. WORKERS' COMPENSATION INSURANCE

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. The Contractor further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.

17. SUBCONTRACTING

The Contractor shall not subcontract its work under this Agreement, 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 Contractor as specified in this Agreement. 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. Contractor agrees that if subcontractors are employed in the performance of this Agreement, Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

18. ASSIGNMENT

The Contractor shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the City.

19. INDEPENDENT CONTRACTOR STATUS

- (a) The Contractor is engaged as an independent contractor and will be responsible for any federal, state, and local taxes and fees applicable to payments hereunder.
- (b) The Contractor, its subcontractors, and their 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.

20. BREACH OF AGREEMENT

- (a) The City or the Contractor shall breach this Agreement if it fails to perform any substantial obligation under the Agreement, except as provided in subsection (b) of this section.

- (b) Neither the City nor the Contractor shall have breached this Agreement by reason of any failure to perform a substantial obligation under the Agreement if the failure arises out of causes beyond its control and without its fault or negligence. Such causes may include, without limitation, acts of God or the public enemy, acts of the federal, state, or local governments, fires, floods, epidemics, volcanic eruptions, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. Should either the City or the Contractor fail to perform because of a cause described in this subsection, the City and the Contractor shall make a mutually acceptable revision in the Scope of Services, Schedule, or Compensation.

21. OWNERSHIP OF DOCUMENTS

- (a) All work the Contractor performs under this Agreement shall be considered work made for hire, and shall be the property of the City. The City shall own any and all data, documents, plans, copyrights, specifications, working papers, and any other materials the Contractor produces in connection with this Agreement. On completion or termination of the Agreement, the Contractor shall deliver these materials to the Project Manager.

- (b) The Contractor may retain for its own use and at its own cost copies of the materials referred to in subsection (a) of this section, subject to the following exceptions:

None

- (c) Any use the City makes of the materials referred to in subsection (a) of this section, except for purposes of the work contemplated by this Agreement, shall be at the City's risk.

22. NOTICE

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the City: Portland Energy Office
1120 S.W. Fifth Avenue, Room 1030
Portland, Oregon 97204

If to the Contractor: Multnomah County
Department of Social Services
Community Action Program Office
421 S.W. 5th Avenue, Second Floor
Portland, Oregon 97204

23. SEVERABILITY

If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.

24. AMENDMENTS

- (a) The City and the Contractor may amend this Agreement at any time only by written amendment executed by the City and the Contractor. Unless otherwise provided, any amendment that increases the amount of compensation payable to the Contractor must be approved by ordinance of the City Council. If authorized by the City Council, the Project Manager may agree to and execute any other amendment on behalf of the City.
- (b) Any change in the Scope of Contractor Services shall be deemed an amendment subject to subsection (a).

25. PROGRESS REPORTS

The Contractor shall provide monthly progress reports to the Project Manager. Each progress report shall contain the following information:

For the reporting month and year-to-date report: (1) the number of houses audited, (2) the number of houses having had air infiltration work, (3) the number of houses having a major measure installed, (4) the cost of air infiltration and insulation, (5) the contractor, (6) the serving utility, (7) rebates applied for, and (8) rebates received.

26. INTEGRATION

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

27. NON-WAIVER

The City and the Contractor shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

28. PROHIBITED INTEREST

- (a) No City officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- (b) No City officer or employee who participated in the award of this Agreement shall be employed by the Contractor during the period of the Agreement.

29. PAYMENTS TO VENDORS AND SUBCONTRACTORS

The Contractor shall pay timely all suppliers, lessors, and contractors providing it services, materials or equipment for carrying out its obligations under this Agreement. The Contractor shall not take or fail to take any action in a manner that causes the City or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

30. FUNDS

City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this Agreement.

31. COMMENCEMENT OF WORK

Contractor agrees that work being done pursuant to this Agreement will not be commenced until after:

- (a) workers' compensation insurance is obtained, as outlined in section 16, WORKERS' COMPENSATION INSURANCE; and
- (b) this Agreement is fully executed by the parties and approved by the City Attorney's Office; and
- (c) the effective date of this Agreement as specified in section 5, EFFECTIVE AND TERMINATION DATES.

32. ADDITIONAL PROVISIONS

None

CONTRACTOR: MULTNOMAH COUNTY, OREGON, DEPARTMENT OF SOCIAL SERVICES, COMMUNITY ACTION PROGRAM OFFICE

By: *Ann Monte*
Housing and Community Services Division
Director

Date: 12/7/92

By: *Gladys McLaughlin*
Multnomah County Chair

Date: 12/29/92

Reviewed: Multnomah County Counsel

**APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS**
AGENDA # R-9 DATE 12/29/92
DEB BOGSTAD
BOARD CLERK

By: *Matthew Ryan*

Date: 12/17/92

CITY OF PORTLAND

By: _____
MIKE LINDBERG
Commissioner of Public Affairs

Date: _____

By: _____

Date: _____

Name: _____

Title: _____

Approved as to form:

By: *J. Kelly*
Deputy City Attorney

Date: 4/20/97

D015/DT111892

EXHIBIT A

MULTNOMAH COUNTY HOUSING AND COMMUNITY SERVICES DIVISION COMMUNITY ACTION PROGRAM OFFICE BLOCK-BY-BLOCK WEATHERIZATION PROGRAM 1992-93

SCOPE OF CONTRACTOR SERVICES

Introduction

The Block-By-Block (BBB) Weatherization Program is a City of Portland Energy Office, neighborhood-based conservation program providing free house tightening and insulation work in low income homes. This program will be marketed to four selected neighborhoods with assistance from each neighborhood association. Three all-day Energy Fairs serve as the primary means for participant sign-up and offers opportunity to educate residents about wise energy practices. After sign-up, an energy analysis is provided to identify cost effective weatherization work which is performed by licensed contractors.

Multnomah County, Housing and Community Services Division, Community Action Program Office (CAPO) will be involved by providing an energy audit to identify the work to be performed, selecting, scheduling and paying contractors to perform the work, Providing in home energy education and follow-up, inspecting completed jobs, and making application for utility and state weatherization rebates.

The contractor shall perform the following.

1. Receive a minimum of 250 qualified participant names from the Energy Office. If during the contract period, it appears that additional qualified participants will be needed to meet the 200 weatherized home goal, CAPO will notify the Energy Office.
2. Contact each BBB participant to schedule and perform a total of 250 "Home Energy Visits". The "Home Energy Visit" has two major components, including A) a weatherization audit, and B) in-home energy education.

A. Weatherization Audit.

- (1) This weatherization/ energy audit shall be a "short form" assessment with a level of detail to meet minimum requirements of the BBB audit approved for use by State of Oregon and utility programs. Audit methodology, procedures and priority of measures will be jointly agreed upon by CAPO and the Energy Office.

The purpose of the audit is to prioritize and identify the most cost effective insulation and/or oil furnace measures to be installed, keeping in mind that the objective of BBB is to provide one major conservation measure and air infiltration work at an average job cost of less than \$700. CAPO and the Energy Office will jointly create a priority list stating which measures will be recommended and under which circumstances.

- (2) When an oil furnace is present, perform an efficiency test determining net exhaust gas temperature, smoke spot, O₂ percentages, and steady state furnace efficiency. Also perform a combustion flue backdraft analysis. The auditor shall include in the audit report their recommendation to (a) tune the furnace, (b) install a flame retention burner and fire box liner, (c) power vacuum the fire box, (d) clean the oil tank, (e) refer this customer to CAPO's program for furnace replacement if eligible and if funds are available, or (f) recommend no action. Furnace tune-ups will be offered along with one insulation measure, where burner replacement will be considered a major measure by itself.
- (3) Perform a blower door air leakage test, recording the results, and identifying major infiltration points to be sealed by a sub-contractor if an insulation measure is installed.

B. In-Home Energy Education.

- (1) CAPO staff, as part of the Home Energy Visit, will meet with members of the household to discuss energy use in the home. The objectives of this visit will be to (a) review what uses account for most of the cost of energy, i.e. space heat and hot

water, (b) identify actions that household members can take to reduce use, and (c) to enlist a written commitment from the resident to follow through on their Energy Action Plan. Follow-up will include mailing a postcard reminding the customer of their commitment approximately ten days after the home visit. The targeted time for the energy education component is 30 minutes.

- (2) The Energy Office will work jointly with CAPO to develop the In-Home Education Procedure, produce supporting materials, and to arrange for training for CAPO staff.
 - (3) At the discretion of the energy auditor, the auditor may install the low flow showerhead issued at the Energy and Housing Fair, and turn down the thermostat setting on water heaters.
3. Select contractor(s), schedule and pay for major measure work on 200 homes as recommended and prioritized in the energy audit report. Standards for work performance by shall be agreed upon by CAPO and the Energy Office. For wall insulation, CAPO will require use of dense fill cellulose application for walls, (or an alternative only if approved by the Energy Office), with a maximum voided area of five percent. Charges for sub-contractor services shall be based upon a predetermined pricing schedule developed by CAPO for use in their state funded weatherization program. The target for average sub-contractor cost is less than \$700 per home.
 4. Conduct post work inspections on at least 50 percent (approximately 100) of the homes weatherized. In general, wall and attic insulation will receive first priority for scheduling inspections with burner replacement having less importance. Infrared scan inspection of wall insulation is desirable, and should be used when equipment is available to determine if the work meets the five percent maximum voided area standard. The inspection call will also include a blower test when insulation measures are installed. Complete inspections within 10 working days of receipt of contractor invoices.
 5. Complete all necessary documentation, and apply for all weatherization rebates and administrative reimbursement from the Oregon Department of Energy, Northwest Natural Gas Co., Portland General

Electric Co., and Pacific Power and Light Co. for all completed weatherization jobs. All applications and supporting paperwork should be submitted by CAPO in a timely manner. Utility and staterebates shall be collected, documented and applied directly to weatherization costs of BBB. This years program budget anticipates receipt of \$30,000 in rebates and administrative reimbursement.

6. Carryover to the 1992-93 BBB weatherization budget any rebates applied for and/or collected but not spent on BBB jobs in previous years. This years budget, Exhibit C, notes approximately zero dollars in carryover rebates (collection is pending) to be used for direct weatherization work this year. Similarly, any unspent rebates from this years contract will be transferred to the 1993-94 Block-By-Block Program.
7. Keep accurate records on the work performed and the corresponding cost, and provide monthly reports as set out in Section 28, Progress Reports.
8. Maintain a client/job database, and use the database for monthly and final reports.
9. Produce a final report, both written and in data base form. Include name, address, utility, cost of work, rebate amount for each job, and a brief narrative discussing program problems, strengths, and recommendations for improvement.
10. The City desires to encourage the development of stronger economic bases in the neighborhoods served by BBB, as well as a qualified and experienced labor pool. If private contractors are used for the performance of weatherization services, CAPO shall consider this goal. When possible, preference in selecting contractors shall be given to residents of and businesses located in this years participating neighborhoods. Additionally, small disadvantaged businesses with previous weatherization experience should be used, when possible.

EXHIBIT B

MULTNOMAH COUNTY HOUSING AND COMMUNITY SERVICES DIVISION COMMUNITY ACTION PROGRAM OFFICE BLOCK-BY-BLOCK WEATHERIZATION PROGRAM 1992-93

SCHEDULE FOR CONTRACTOR SERVICES

- | | |
|--|-------------------------|
| 1. Contract begins. | Oct. 12, 1992 |
| 2. Three Energy Fairs are produced by the Energy Office and M.A.P. Demand Side Management. | Oct. 10, 17, & 24, 1992 |
| 4. Begin home energy visits.
The schedule for completion is: | Oct. 12, 1992 |
| • 125 completed by | Dec. 31, 1992 |
| • 250 completed by | Feb. 28, 1993 |
| 5. Assign and complete all weatherization work within 60 days of the audit/infiltration date.
The schedule for completion is: | |
| • 125 completed by | Feb. 28, 1993 |
| • 250 completed by | Apr. 30, 1993 |
| 6. Complete inspections on 50 percent of the houses. | Jun. 15, 1993 |
| 7. Complete applications for utility and state rebates on all jobs. | Jul. 15, 1993 |
| 8. Contract ends. | Aug. 31, 1993 |
| 9. Submit final billing to Energy Office. | Sep. 30, 1993 |
| 10. Submit final report. | Sep. 30, 1993 |

EXHIBIT C

**MULTNOMAH COUNTY
HOUSING AND COMMUNITY SERVICES DIVISION
COMMUNITY ACTION PROGRAM OFFICE
BLOCK-BY-BLOCK WEATHERIZATION PROGRAM
1992-93**

BUDGET

BUDGET FOR CONTRACTOR SERVICES

1. Supplies, transportation, office space, and all additional non-personnel expenses to perform the Scope of Work. Perform 250 energy audits and home education visits, 100 post-job inspections, maintain the BBB data base, select, supervise and pay subcontractors, produce monthly and final reports, and apply for and process weatherization rebates. This budget item covers personnel and overhead expenses dedicated to these services and is equivalent to one half time FTE Energy Auditor and one half FTE Clerical positions. \$ 40,000

2. Provide insulation and weatherization services for 200 houses. Qualified subcontractors will perform the major measure insulation work as identified and directed in the energy analysis.

This budget item will increase beyond \$90,000 as CAPO applies for and collects utility and state rebates and administrative reimbursements for this and previous years work. (see Rebate Budget below)

90,000

TOTAL \$130,000

**REBATE BUDGET
1992-93**

In addition to the above contracted budget, CAPO will collect rebates and administrative reimbursements from utilities and State weatherization programs for work performed. When collected, current year rebates will be combined with rebates carried over from 1991-92 to be used only for direct weatherization, and will be used after funds in this year's budget for weatherization (line 2 above) are expended. If the rebates are not spent in this fiscal year, they will be carried over into next year's Block-By-Block program. The following is an accounting of the source of rebate funds to be used as a supplement to the \$90,000 budgeted for weatherization (item 2 above) on the current year's program.

- | | |
|--|-----------------|
| 1. Rebates applied for and not spent in 1991-92 total \$11,885. As collection of these funds is still pending, rebates available for use will be estimated at zero. When a final accounting of these rebates is completed, the rebates will rolled into the 1992-93 budget for direct] weatherization. | \$ Zero |
| 2. Estimated 1992-1993 BBB Program rebates | <u>35,000</u> |
| REBATE TOTAL (estimated) | \$35,000 |



MULTNOMAH COUNTY OREGON

GLADYS MCCOY
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

(503) 248-5015
(503) 248-3312
(503) 248-5135
(503) 248-3883
(503) 248-3797

(503) 248-5170 TDD

PORTLAND BUILDING
1120 S.W. FIFTH, 14TH FLOOR
P.O. BOX 14700
PORTLAND, OREGON 97214

PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

2505 S.E. 11TH, 1ST FLOOR
PORTLAND, OREGON 97202

May 29, 1992

Howard Cutler
City of Portland
Bureau of Community Development

Dear Howard:

The purpose of this letter is to inform you of Multnomah County's insurance program. Multnomah County does not carry liability insurance. The County is self-insured in accordance with the provisions of the Oregon Tort Claims Act, ORS 30.270. The County maintains an insurance fund from which to pay all costs and expenses relating to claims for which they are self-insured including liability. 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

362R/JMM/js

c: Cilla Murray

File Name: ca938

EXPENDITURE

TRANSACTION EB []

GM [] TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY 1992-93

Document Number	Action	Fund	Agency	Organi- zation	Activity	Rept Categ	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	010	1730			5200			7,182		Temporary Personnel
		156	010	1730			5500			590		Fringe
		156	010	1730			5550			228		Insurance
		156	010	1730			7100			928	8,000	SUBTOTAL, PERSONNEL Indirect
		400	040	7531			6520			228		Serv Reimb/Insurance
		100	010	0105			7608			928		Cash Transfer
TOTAL EXPENDITURE CHANGE											10,084	TOTAL EXPENDITURE CHANGE

REVENUE

TRANSACTION EB []

GM [] TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY 1992-93

Document Number	Action	Fund	Agency	Organi- zation	Activity	Rept Categ	Rev Source	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	010	1730			2798			8,000		County General Fund
		156	010	1730			7601			928		County Gen Fund Indirect
		400	040	7531			6602			228		Serv Reimb/Insurance
		100	045	7410			6602			928		Serv.Reimb./Gen.Fund
TOTAL REVENUE CHANGE											10,084	TOTAL REVENUE CHANGE

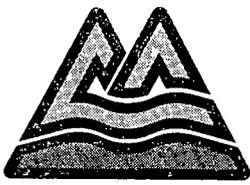
PERSONNEL DETAIL FOR BUD MOD NO: 005 30

5. ANNUALIZED PERSONNEL CHANGES (Compute on a full year basis even though this action affects only a part of a year.)

A N N U A L I Z E D				
FTE Increase (Decrease)	POSITION TITLE	BASE PAY Increase (Decrease)	FRINGE/INSURANCE Increase (Decrease)	TOTAL Increase (Decrease)
N/A, temporary personnel				
TOTAL				

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts being changed by this Bud Mod.)

C U R R E N T F Y				
Full Time, Part Time, Overtime or Premium	Explanation of Change	BASE PAY Increase (Decrease)	FRINGE/INSURANCE Increase (Decrease)	TOTAL Increase (Decrease)
Temporary	Add to cover exigencies	\$7,182	\$590 / \$228	\$8,000
TOTAL		\$7,182	\$590 / \$228	\$8,000



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
HOUSING & COMMUNITY SERVICES DIVISION
421 S.W. FIFTH AVENUE, SECOND FLOOR
PORTLAND, OREGON 97204
(503) 248-5464
FAX: (503) 248-3332

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, County Chair

VIA: Gary Nakao, *Gary Nakao by D. Rogun*
Director of Social Services *AM*

FROM: Norm Monroe, Director
Housing and Community Services Division

DATE: December 8, 1992

SUBJECT: Revenue Contract from City of Portland Energy Office for Block by Block Weatherization, and DSS Budget Modification #30

Retroactive Status: The revenue contract from the City of Portland Energy Office is retroactive to October 12, 1992, the date set by the City for the start of the Block by Block weatherization program. Contract processing was delayed pending negotiations over contract language.

Recommendation: The Housing and Community Services Division recommends Board of County Commissioner approval of the attached revenue contract from the City of Portland Energy Office, for the period October 12, 1992 through August 31, 1993.

The Division also recommends approval of DSS Budget Modification #30, which is being processed simultaneously with the revenue contract.

Analysis: The Housing and Community Services Division has received a \$130,000 revenue contract from the City of Portland Energy Office for Block by Block weatherization services. This is an annual agreement to fund an ongoing program.

Under the agreement, the County conducts weatherization audits of homes in City-identified neighborhoods; selects, schedules, and pays contractors to install weatherization measures; provides energy and conservation education to eligible households; inspects the weatherization work, and applies for utility and state weatherization rebates. These services are coordinated with the other County operated weatherization services for low income households.

DSS Budget Modification #30 adds \$8,000 to the Division budget to bring the current Block by Block budget up to the \$130,000 revenues. The funds are being added to the temporary personnel line to cover exigencies.

Background: City Block by Block revenues are included in the Housing and Community Services Division budget, but at a lower level. The revenue contract is an annual agreement which covers the weatherization season, generally winter and spring.

bbb93z

BUDGET MODIFICATION NO. DSS 37

(For Clerk's Use) Meeting Date DEC 29 1992
Agenda No. R-11

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

DEPARTMENT: Social Services DIVISION: Juvenile Justice
CONTACT: Marie Eighmey TELEPHONE: 248-3550
*NAME OF PERSON MAKING PRESENTATION TO BOARD: Harold Ogburn

SUGGESTED AGENDA TITLE:

Budget Modification DSS #37 reclassifies an Office Assistant II to a Data Technician.

(Estimated Time Needed On The Agenda)

2. DESCRIPTION OF MODIFICATION:
{X} PERSONNEL CHANGES.

This budget modification reclassifies an Office Assistant II position, located in the Juvenile Justice Division's Information Systems unit, to a Data Technician. The position is funded by County General Fund. The increase in personnel cost for the remainder of this fiscal year is transferred from Temporary personnel, resulting in a net change of zero to the Personnel budget.

The reclassification will be annualized for FY93-94.

BOARD OF
COUNTY COMMISSIONERS
1992 DEC 21 AM 10:15
MULTNOMAH COUNTY
OREGON

3. REVENUE IMPACT: N/A.

4. CONTINGENCY STATUS: N/A.

Originated By <u>X Harold Ogburn</u>	Date <u>12/9/92</u>	Department Manager <u>Jay Pekeo</u>	Date <u>11 Dec 92</u>
Budget Analyst <u>Calvin Sims</u>	Date <u>12-15-92</u>	Personnel Analyst <u>CR Malvas</u>	Date <u>12/14/92</u>
Board Approval <u>Deborah C. Coates</u>		Date <u>12/29/92</u>	

EXPENDITURE

BUD MOD DSS # 37

TRANSACTION EB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY _____

DOCUMENT NUMBER	ACTION	FUND	AGENCY	ORGANI-ZATION	REPORT 'G CATEGORY	OBJECT	CURRENT AMOUNT	REVISED AMOUNT	CHANGE	SUB-TOTAL	DESCRIPTION
		100	010	2520		5100			3,153		Inc Permanent.
		100	010	2520		5200			(3,749)		Dec Temporary.
		100	010	2520		5500			554		Inc Fringe.
		100	010	2520		5550			42		Inc Insurance.
										0	SUBTOTAL, ORG 2520 CG/F.
										0	TOTAL, ORG 2500 CG/F.
		400	040	7531		6520			42	42	INSURANCE FUND.

										42	TOTAL EXPENSE.

TRANSACTION RB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY _____

DOCUMENT NUMBER	ACTION	FUND	AGENCY	ORGANI-ZATION	REPORT 'G CATEGORY	REVENUE SOURCE	CURRENT AMOUNT	REVISED AMOUNT	CHANGE	SUB-TOTAL	DESCRIPTION
		400	040	7531		6600			42	42	SVC REIMB CG/F TO INS.

										42	TOTAL REVENUE.

PERSONNEL DETAIL FOR BUD MOD NO. 050 37

5. ANNUALIZED PERSONNEL CHANGES:

FTE		BASE PAY	FRINGE	INSURANCE	TOTAL
1.0	Data Technician	23,657	6,416	4,676	34,749
-1.0	Office Assistant II	(17,351)	(4,706)	(4,487)	(26,544)
0.0	TOTAL CHANGE, ANNUALIZED:	\$6,306	\$1,710	\$189	\$8,205

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES:

FTE	EXPLANATION OF CHANGE	BASE PAY	FRINGE	INSURANCE	TOTAL
0.5	DATA TECHNICIAN	\$11,829	\$3,208	\$2,338	\$17,375
-0.5	OFFICE ASST II	(\$8,676)	(\$2,353)	(\$2,244)	(\$13,273)
0.0	TOTAL	\$3,153	\$855	\$94	\$4,102
	TEMPORARY PERSONNEL	(\$3,749)	(\$301)	(\$52)	(\$4,102)
0.0	TOTAL PERSONNEL SERVICES	(\$596)	\$554	\$42	\$0



MULTNOMAH COUNTY OREGON

GLADYS McCOY
MULTNOMAH COUNTY CHAIR
1120 S.W. 5th, ROOM 1410
PORTLAND, OREGON 97204

12/15/92

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

BOARD OF COUNTY COMMISSIONERS
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TO: Gladys McCoy
Multnomah County Chair

VIA: Dr. Gary Hansen by D. Bogues
Director, Department of Social Services

FROM:  Harold Ogburn
Director, Juvenile Justice Division

DATE: December 10, 1992

SUBJECT: Budget Modification DSS #37, To Reclassify An Office Assistant II Position
To A Data Technician Position.

RECOMMENDATION: The Juvenile Justice Division recommends Board of County Commissioners' approval of a request to reclassify an Office Assistant II position to a Data Technician.

BACKGROUND/ANALYSIS: This modification reclasses a clerical position to a Data Technician for the remainder of this fiscal year. The position is funded by County G/F. The additional cost for the remaining six months of the fiscal year is \$4,102. Temporary Personnel has been decreased to cover this additional expense, resulting in a zero net change to personnel expense.

The reclassification, reflecting additional staff needed to support the Division's computer and data needs, has been approved by Employee Services (see attached). It will be annualized for FY93-94.

me/reoacovr.dec

REQUEST TO CREATE/RECLASSIFY A POSITION

1. List the proposed duties of the position (please do not copy from the class specification):

a. See attached sheet.

b.

c.

d.

e.

Use the reverse side or attached additional sheets, if needed.

2. State the proposed classification title:

Data Technician

3. Is this a new position? Yes No

4. If this is an existing position, state the name of the incumbent:

Vacant

5. Proposed effective date of change: 1/1/92

Hiring Manager: Jann Brown

Date: 11/19/92 Department/Division: DSS/JJD

EMPLOYEE SERVICES DIVISION USE ONLY:

- Action: Approved as submitted.
 Approved for classification title.
 Denied (for Reclassification Requests only).

Analyst Name: @Rllmbras Date: 12/4/92

TO: Lorenzo Poe

FROM: Jann Brown *Jann*

DATE: December 9, 1992

SUBJECT: BUDGET MODIFICATION FOR RECLASSIFICATION OF POSITION

Please prepare a budget modification to reclassify an Office Assistant II position in Information Systems to a Data Technician in Information Systems. Attached is the "Request to Reclassify a Position" form approved by Employee Services Division. The Position Control Number is I015.

The proposed duties of the Data Technician are as follows:

1. Develop data collection, entry and retrieval procedures; develop, maintain and enter data into automated information systems; manipulate data to produce statistical reports, spreadsheets, graphics and other documents.
2. Set up, install and maintain personal computer hardware and software.
3. Provide technical support and training to users in personal computer and mainframe hardware, software and applications.
4. Assist in the administration and maintenance of a Novell Local Area Network.

Please let me know if you need any further information. I am going to start recruiting for this position now, so I would appreciate your help in expediting this request. Thank you.

cc: Hal Ogburn

Marie

For necessary action!
Lorenzo

BUDGET MODIFICATION NO.

DSS 38

(For Clerk's Use) Meeting Date
Agenda No.

DEC 29 1992
B-12

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

DEPT. SOCIAL SERVICES DIVISION MHYFSD

CONTACT SUSAN CLARK/KATHY TINKLE PHONE 3691

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD GARY NAKAO/GARY SMITH

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

Bud Mod DSS # 38 increases budgeted revenues in the Mental Health, Youth & Family Services Division Developmental Disabilities Operations and Contracts budgets by \$161,518 to reflect the current grant award from the State Mental Health Division.

2. DESCRIPTION OF MODIFICATION: (Explain the changes this Bud Mod makes. What budget does it increase: What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space).
[X] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This modification appropriates State Mental Health Division revenue through Amendment #34 awarded to DD Operations (Org 1210) and DD Contracts (Org 1215).

In Org 1210, \$51,900 in revenue will be used to fund a .50 FTE Case Management Assistant effective 9/1/92 and to bring MS expenditure budgets into line with actual spending patterns.

In Org 1215, \$109,618 will be placed in Pass-Through to reflect actual contract requirements.

3. REVENUE IMPACT (Explain revenues being changed and reason for the change)

Increases Revenue #2605, State MHD, by	\$161,518
Increases County General Fund Indirect Support by	\$6,521
Increases Service Reimbursement from Fed/State Fund to Insurance Fund by	\$1,858
Increases Service Reimbursement from Fed/State Fund to Distribution Fund by	\$500
Increases Service Reimbursement from Fed/State Fund to General Fund by	\$6,521
TOTAL	\$176,918

4. CONTINGENCY STATUS (to be completed by Budget & Planning)

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

AFTER THIS MODIFICATION: \$ _____

Originated By <u>Susan Clark</u>	Date <u>12/16/92</u>	Department Director <u>Tom Hudus/DB</u>	Date <u>17 Dec 92</u>
Chief Budget Analyst <u>Walter Sims</u>	Date <u>12/16/92</u>	Employee Services <u>CRumbas</u>	Date <u>12/17/92</u>
Board Approval <u>Deborah Coarsto</u>	Date <u>12/29/92</u>		

File: Lotus9293\Budmod\DDMOD2

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 DEC 21 AM 10:15

EXPENDITURE

TRANSACTION EB GM [] TRANSACTION DATE: _____ ACCOUNTING PERIOD: _____ BUDG FY: _____

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	010	1210			5100			6,424		Permanent
		156	010	1210			5500			3,085		Fringe
		156	010	1210			5550			1,858		Insurance
											11,367	PS Subtotal
		156	010	1210			6110			21,183		Professional Services
		156	010	1210			6120			1,500		Printing
		156	010	1210			6200			500		Postage
		156	010	1210			6230			6,025		Supplies
		156	010	1210			6270			1,860		Food
		156	010	1210			6310			5,165		Education/Training
		156	010	1210			6330			2,000		Travel
		156	010	1210			7100			5,754		Indirect
											43,987	MS Subtotal
		156	010	1210			8400			2,300		Equipment
											2,300	CO Subtotal
											57,654	ORG 1210 TOTAL
		156	010	1215			6060			109,618		Pass - Through
		156	010	1215			7100			767		Indirect
											110,385	ORG 1215 TOTAL
		400	040	7531			6520			1,858	1,858	Insurance Fund
		404	030	7345			6200			500	500	Distribution Fund
		100	010	0104			7608			6,521	6,521	Cash Transfer
											176,918	176,918

REVENUE

TRANSACTION EB GM [] TRANSACTION DATE: _____ ACCOUNTING PERIOD: _____ BUDG FY: _____

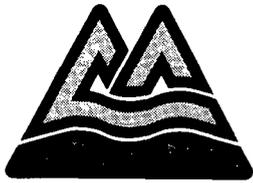
Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Revenue Source	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	010	1210			2605			51,900		State MHD, DD 57
		156	010	1210			7601			5,754		CGF
											57,654	TOTAL ORG 1210
		156	010	1215			2605			109,618	109,618	Total State MHD, DD 40-57
		156	010	1215			7601			767	767	CGF
											110,385	TOTAL ORG 1215
		400	040	7531			6602			1,858	1,858	Svc Reimb F/S to Insurance
		404	030	7345			6602			500	500	Svc Reimb F/S to Distribution
		100	045	7410			6602			6,521	6,521	Svc Reimb F/S to GF Indirect
											176,918	176,918

PERSONNEL DETAIL FOR BUDGET MODIFICATION NO.

DSS 33

5. ANNUALIZED PERSONNEL CHANGES		(Compute on a full-year basis even though this action affects only a part of the fiscal year (FY).)			
FTE Incr (Decr)	POSITION TITLE	ANNUALIZED			
		BASE PAY	FRINGE	INSUR	TOTAL
0.50	Case Management Assistant	\$9,293	\$5,392	\$2,262	\$16,947
0.50	TOTAL ANNUALIZED CHANGES	\$9,293	\$5,392	\$2,262	\$16,947

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES		(Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this BudMod.)				
FTE Incr (Decr)	POSITION TITLE	EXPLANATION	CURRENT YEAR			
			BASE PAY	FRINGE	INSUR	TOTAL
0.42	Case Mgmt Assistant	.50 Effective 9/1/92	\$6,424	\$3,085	\$1,858	\$11,367
0.42	TOTAL CURRENT FISCAL YEAR CHANGES		\$6,424	\$3,085	\$1,858	\$11,367



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
SOCIAL AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK ST., 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691
FAX (503) 248-3379

BOARD OF COUNTY COMMISSIONERS
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RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

To: Gladys McCoy
Multnomah County Chair

Via: Gary Nakagawa, Director
Department of Social Services

From: Gary Smith, Director
Mental Health, Youth and Family Services Division

Date: December 11, 1992

Subject: Approval of Budget Modification DSS # 38 and DSS # 39

RECOMMENDATION: The Mental Health, Youth and Family Services Division recommends County Chair and Board approval of the attached budget modifications, DSS # 38 and DSS # 39.

BACKGROUND/ANALYSIS: These budget modifications adjust the County budget to current revenue agreements and the State Mental Health Intergovernmental Agreement as of Amendment #34. Approval of these modifications will increase the MHYFSD Developmental Disabilities (DD) budget by \$415,869.

DSS # 38 appropriates \$51,900 to DD Operations (Org 1210). These funds will be used to fund a .50 FTE Case Management Assistant effective 9/1/92 and materials and services and equipment to reflect actual spending. This modification also appropriates \$109,618 to DD Contracts (Org 1215) for services.

DSS # 39 appropriates \$254,351 to DD Case Management (Org 1270). This revenue will be used to fund 3.0 FTE Case Manager II's effective 9/1/92; to increase a .80 FTE Case Manager II to a 1.0 FTE effective 9/1/92; and, to fund a 1.0 FTE Senior Case Manager effective 9/1/92 who will serve as a Protective Services Investigator. Also, associated materials and services and equipment line items will be increased. \$94,926 in County funds is being reappropriated and used as a match for Title XIX funds which is returned to the County as \$254,351 in Case Management funds.

The MHYFSD has a biennial intergovernmental agreement with the State Mental Health and Developmental Disabilities Services Division to provide mental health services. This agreement is amended many times during the course of the biennium. With these amendments, increases and decreases in funding for current services and funding for new services are passed on to the County. With the acceptance of the changes, contract amendments are processed with community service providers to initiate the actions.

BUDGET MODIFICATION NO.

DSS 39

(For Clerk's Use) Meeting Date
Agenda No.

DEC 29 1992
R-13

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPT. SOCIAL SERVICES

DIVISION MHYFSD

CONTACT SUSAN CLARK/KATHY TINKLE

PHONE 3691

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

GARY NAKAO/GARY SMITH

SUGGESTED

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

Bud Mod DSS # 39 increases budgeted revenues in the Mental Health, Youth & Family Services Division Developmental Disabilities Case Management budget by \$254,351 to reflect the current grant award from the State MHD.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION: (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space).

PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This modification appropriates State Mental Health Division revenue through Amendment #34 to DD Case Management (Org 1270).

The revenue will be used to fund 3.0 FTE Case Manager II's effective 9/1/92.
A .80 FTE Case Manager II position will be increased to a 1.0 FTE position effective 9/1/92.
And a 1.0 FTE Senior Case Manager effective 9/1/92 will serve as a Protective Services Investigator.
Also, associated Materials and Service and Capital Outlay costs will be increased.

\$94,926 in County funds is being reappropriated and used as a match for Title XIX funds which is returned to the County as \$254,351 in Case Management funds.

1992 DEC 21 AM 10:15
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS

3. REVENUE IMPACT (Explain revenues being changed and reason for the change)

Increase Revenue #2605, State MHD, by	\$254,351
Increase County General Fund by	\$18,577
Increase Service Reimbursement from Fed/State Fund to General Fund by	\$18,577
Increase Service Reimbursement from Fed/State Fund to Insurance by	\$8,141
Increase Service Reimbursement from Fed/State Fund to Fleet Fund by	\$1,000
Increase Service Reimbursement from Fed/State Fund to Telephone Fund by	\$1,000
Increase Service Reimbursement from Fed/State Fund to Distribution Fund by	\$1,000
TOTAL	\$302,646

4. CONTINGENCY STATUS (to be completed by Budget & Planning)

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

Originated By <u>S Clark</u>	Date <u>12/16/92</u>	Department Director/ <u>Gary Nakao</u>	Date <u>16 Dec 92</u>
Plan/Budget Analyst <u>Kathy Tinkle</u>	Date <u>12/16/92</u>	Employee Services <u>G. R. ...</u>	Date <u>12/17/92</u>
Board Approval <u>Deborah Coats</u>	Date <u>12/29/92</u>		

EXPENDITURE

TRANSACTION EB GM [] TRANSACTION DATE: _____ ACCOUNTING PERIOD: _____ BUDG FY: _____

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	010	1270			5100			79,288		Permanent
		156	010	1270			5500			18,764		Fringe
		156	010	1270			5550			8,141		Insurance
											106,183	PS Subtotal
		156	010	1270			6050			94,926		County Supplement
		156	010	1270			6110			22,000		Professional Services
		156	010	1270			6180			3,000		Repairs
		156	010	1270			6230			16,232		Supplies
		156	010	1270			6310			4,000		Education/Training
		156	010	1270			7150			1,000		Telephone
		156	010	1270			7300			1,000		Motor Pool
		156	010	1270			7560			1,000		Distribution/Postage
		156	010	1270			7100			18,577		Indirect
											161,735	MS Subtotal
		156	010	1270			8400			5,000		Equipment
											5,000	CO Subtotal
											272,928	Total ONG 1270
		100	010	0104			7808			18,577	18,577	Cash Transfer
		400	040	7531			6520			8,141	8,141	Insurance
		401	030	5920			6230			1,000	1,000	Motor Pool
		402	040	7990			6140			1,000	1,000	Telephone
		404	030	7345			6200			1,000	1,000	Distribution/Postage
										302,646	302,646	

REVENUE

TRANSACTION EB GM [] TRANSACTION DATE: _____ ACCOUNTING PERIOD: _____ BUDG FY: _____

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Revenue Source	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	010	1270			2605			254,351	254,351	State MFD - DD 48
		156	010	1270			7601			18,577	18,577	CGF Indirect
		100	045	7410			6602			18,577	18,577	Svc Reimb F/S to GF Indirect
		400	040	7531			6602			8,141	8,141	Svc Reimb F/S to Insurance
		401	030	5920			6602			1,000	1,000	Svc Reimb F/S to Fleet
		402	040	7990			6602			1,000	1,000	Svc Reimb F/S to Telephone
		404	030	7345			6602			1,000	1,000	Svc Reimb F/S to Distrib
										302,646	302,646	

PERSONNEL DETAIL FOR BUDGET MODIFICATION NO. 05539

5. ANNUALIZED PERSONNEL CHANGES		(Compute on a full-year basis even though this action affects only a part of the fiscal year (FY).)			
FTE Incr (Decr)	POSITION TITLE	ANNUALIZED			
		BASE PAY	FRINGE	INSUR	TOTAL
3.00	Case Manager II	\$80,647	\$18,787	\$6,385	\$105,819
0.20	Case Manager II	\$5,376	\$1,252	\$1,140	\$7,768
1.00	Case Manager Senior	\$28,245	\$7,660	\$2,805	\$38,710
4.20	TOTAL ANNUALIZED CHANGES	\$114,268	\$27,699	\$10,330	\$152,297

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES		(Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this BudMod.)				
FTE Incr (Decr)	POSITION TITLE	EXPLANATION	CURRENT YEAR			
			BASE PAY	FRINGE	INSUR	TOTAL
2.50	Case Manager II	Add new position for Title XIX effective 9/1/92.	\$55,959	\$12,608	\$4,984	\$73,551
0.17	Case Manager II	Increase .80 FTE to 1.0 FTE effective 9/1/92.	\$3,731	\$841	\$944	\$5,516
0.83	Case Manager Senior	1.0 FTE Protective Services Investigator effective 9/1/92.	\$19,598	\$5,315	\$2,213	\$27,126
3.50	TOTAL CURRENT FISCAL YEAR CHANGES		\$79,288	\$18,764	\$8,141	\$106,193



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
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426 S.W. STARK ST., 6TH FLOOR
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BOARD OF COUNTY COMMISSIONERS
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GARY HANSEN • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

To: Gladys McCoy
Multnomah County Chair

Via: Gary Nakagawa, Director
Department of Social Services

From: Gary Smith, Director
Mental Health, Youth and Family Services Division

Date: December 11, 1992

Subject: Approval of Budget Modification DSS # 35 and DSS # 39

RECOMMENDATION: The Mental Health, Youth and Family Services Division recommends County Chair and Board approval of the attached budget modifications, DSS # 35 and DSS # 39.

BACKGROUND/ANALYSIS: These budget modifications adjust the County budget to current revenue agreements and the State Mental Health Intergovernmental Agreement as of Amendment #34. Approval of these modifications will increase the MHYFSD Developmental Disabilities (DD) budget by \$415,869.

DSS # 35 appropriates \$51,900 to DD Operations (Org 1210). These funds will be used to fund a .50 FTE Case Management Assistant effective 9/1/92 and materials and services and equipment to reflect actual spending. This modification also appropriates \$109,618 to DD Contracts (Org 1215) for services.

DSS # 39 appropriates \$254,351 to DD Case Management (Org 1270). This revenue will be used to fund 3.0 FTE Case Manager II's effective 9/1/92; to increase a .80 FTE Case Manager II to a 1.0 FTE effective 9/1/92; and, to fund a 1.0 FTE Senior Case Manager effective 9/1/92 who will serve as a Protective Services Investigator. Also, associated materials and services and equipment line items will be increased. \$94,926 in County funds is being reappropriated and used as a match for Title XIX funds which is returned to the County as \$254,351 in Case Management funds.

The MHYFSD has a biennial intergovernmental agreement with the State Mental Health and Developmental Disabilities Services Division to provide mental health services. This agreement is amended many times during the course of the biennium. With these amendments, increases and decreases in funding for current services and funding for new services are passed on to the County. With the acceptance of the changes, contract amendments are processed with community service providers to initiate the actions.

BUDGET MODIFICATION NO. 03041

(For Clerk's Use) Meeting Date DEC 29 1992
 Agenda No. R-14

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

DEPT. SOCIAL SERVICES DIVISION MHYFSD

CONTACT SUSAN CLARK/KATHY TINKLE PHONE 3691

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD GARY NAKAO/GARY SMITH

SUGGESTED
AGENDA TITLE (to assist in preparing a description for the printed agenda)
 Budget Modification DSS # 41 transfers State funds within the Mental Health, Youth and Family Services Division, Mental and Emotional Disabilities Program from Org 1305 Contracts to the newly created Org 1381 so that Involuntary Commitment Program (ICP) Investigations can be performed by the County as recommended by the MED Task Force.
 (Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION: (Explain the changes this Bud Mod makes. What budget does it increase: What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space).
 PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This budget modification will transfer State funds from MED's Org 1305 Pass-Through budget to the newly created Org 1381 for the Involuntary Commitment Program (ICP).

The funding will provide for 11 total FTE's: 1 Office Assistant II, 9 Involuntary Commitment Investigators, and 1 ICP Supervisor. Up to now this function has been performed in the quadrant agencies under contract with Multnomah County. However, the MED Task Force has recommended that this function now be performed by the County. Therefore, contracts with North/North East, Mental Health Services West, Mt. Hood, and South East Mental Health will be reduced by a total of \$361,847, the 9 FTE staff currently performing the investigations will become County employees, and we will hire a supervisor and clerical support.

The amendments to reduce these County contracts by a total of \$361,847 are being processed.

122 DEC 22 AM 10:08
 MULTNOMAH COUNTY
 CLERK

3. REVENUE IMPACT (Explain revenues being changed and reason for the change)

Increases CGF Indirect by	\$36,599
Increase the service reimb. from Fed/State fund to Telephone Fund by	\$7,145
Increase the service reimb. from Fed/State Fund to Fleet Fund by	\$4,300
Increase the service reimb. from Fed/State Fund to Building Mgmt. Fund by	\$8,158
Increase the service reimbursement from Fed/State Fund to Distribution Fund by	\$800
Increase the service reimbursement from Fed/State Fund to GF Indirect	\$36,599
Total	\$93,601

4. CONTINGENCY STATUS (to be completed by Budget & Planning)

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

AFTER THIS MODIFICATION: \$ _____

Originated By <i>Susan Clark</i>	Date <i>12/21/92</i>	Department Director <i>David Boyachi</i>	Date <i>21 Dec 92</i>
Plan/Budget Analyst <i>Kathleen Burns</i>	Date <i>12/22/92</i>	Employee Services <i>Chlembras</i>	Date <i>12/21/92</i>
Board Approval <i>Deborah Coarzo</i>	Date <i>12/29/92</i>		

EXPENDITURE

TRANSACTION EB GM [] TRANSACTION DATE: _____ ACCOUNTING PERIOD: _____ BUDG FY: _____

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	010	1305			6060			(361,847)	(361,847)	Pass - Through
		156	010	1305			7100			(2,533)	(2,533)	Indirect @ .7%
											(364,380)	TOTAL ORG 1305
		156	010	1381			5100			182,086	182,086	Permanent
		156	010	1381			5500			49,382	49,382	Fringe
		156	010	1381			5550			51,074	51,074	Insurance
											282,542	Org 1381 PS Subtotal
		156	010	1381			6110			7,800	7,800	Professional Services
		156	010	1381			6120			800	800	Printing
		156	010	1381			6230			23,724	23,724	Supplies
		156	010	1381			6310			1,100	1,100	Education and Training
		156	010	1381			6330			978	978	Travel
		156	010	1381			7150			7,145	7,145	Telephone Services
		156	010	1381			7300			4,300	4,300	Motor Pool Services
		156	010	1381			7400			8,158	8,158	Building Mgmt Services
		156	010	1381			7560			800	800	Distribution and Postage
		156	010	1381			7100			39,132	39,132	MS & PS Indirect Costs @ 11.6%
											93,937	Org 1381 MS Subtotal
		156	010	1381			8400			24,500	24,500	Equipment
											24,500	Org 1381 CO Subtotal
											400,979	TOTAL ORG 1381
		402	040	7990			6140			7,145	7,145	Telephone Fund
		401	030	5920			6230			4,300	4,300	Motor Pool Fund
		100	030	5610			7400			8,158	8,158	Building Mgmt Fund
		404	030	7345			6200			800	800	Distribution and Postage Fund
		100	010	0104			7608			36,599	36,599	Cash Transfer
											93,601	93,601

REVENUE

TRANSACTION EB GM [] TRANSACTION DATE: _____ ACCOUNTING PERIOD: _____ BUDG FY: _____

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Revenue Source	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	010	1305			2605			(361,847)	(361,847)	State MHD
		156	010	1305			7601			(2,533)	(2,533)	CGF Indirect
											(364,380)	TOTAL ORG 1305
		156	010	1381			2605			361,847	361,847	State MHD
		156	010	1381			7601			39,132	39,132	CGF Indirect
											400,979	TOTAL ORG 1381
		100	045	7410			6602			36,599	36,599	Svc Reimb F/S to GF
		402	040	7990			6602			7,145	7,145	Svc Reimb F/S to Telephone
		401	030	5920			6602			4,300	4,300	Svc Reimb F/S to Fleet
		100	030	5610			6602			8,158	8,158	Svc Reimb F/S to GF (Bldg Mgmt)
		404	030	7345			6602			800	800	Svc Reimb F/S to Distribution
											93,601	93,601

PERSONNEL DETAIL FOR BUDGET MODIFICATION NO. 41

5. ANNUALIZED PERSONNEL CHANGES (Compute on a full-year basis even though this action affects only a part of the fiscal year (FY).)

FTE Incr (Decr)	POSITION TITLE	ANNUALIZED Increase (Decrease)			
		BASE PAY	FRINGE	INSUR	TOTAL
1.00	Office Assistant II	\$18,186	\$4,932	\$4,512	\$27,630
9.00	Involuntary Commitment Investigators	\$295,270	\$80,077	\$44,552	\$419,899
1.00	Involuntary Commitment Supervisor (Case Management Supervisor)	\$32,202	\$8,733	\$5,190	\$46,125
11.00	TOTAL ANNUALIZED CHANGES	\$345,658	\$93,742	\$54,254	\$493,654

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this BudMod.)

FTE Incr (Decr)	POSITION TITLE	EXPLANATION	CURRENT YEAR Increase (Decrease)			
			BASE PAY	FRINGE	INSUR	TOTAL
0.50	Office Assistant II	Effective 12/31/92	\$9,121	\$2,474	\$4,408	\$16,003
4.50	Invol Commit Investig.	Effective 12/31/92	\$154,557	\$41,916	\$41,843	\$238,316
0.50	Invol Commit Super (Case Mgmt Super)	Effective 12/31/92	\$18,408	\$4,992	\$4,823	\$28,223
5.50	TOTAL CURRENT FISCAL YEAR CHANGES		\$182,086	\$49,382	\$51,074	\$282,542



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
SOCIAL AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK ST., 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691
FAX (503) 248-3379

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

TO: Gladys McCoy
Multnomah County Chair

VIA: Dr. Gary Nakagawa, Director
Department of Social Services

FROM: Gary Smith, Director
Mental Health, Youth and Family Services Division

DATE: December 16, 1992

SUBJECT: Budget Modification DSS # 41

RECOMMENDATION: The Mental Health, Youth and Family Services Division recommends County Chair and Board approval of the attached modification DSS # 41.

BACKGROUND/ANALYSIS: This modification will transfer State funding from Org 1305 Pass-Through to the newly created Org 1381 for the Involuntary Commitment Program. Although the involuntary commitment investigations are currently being performed in the quadrant agencies, effective December 31, 1992 this function will be transferred to Multnomah County as recommended by the MED Task Force in April of 1992, followed by the approval of the Board of County Commissioners.

As a result, contracts with North/North East, Mental Health Services West, Mt. Hood, and South East Mental Health are being reduced by a total of \$361,847. The 9.0 FTE Investigators currently performing the investigations will be transferred as County employees. Funding also allows for the hiring of a supervisor and clerical support. The amendments to reduce these contracts are currently being processed.

The 11 FTE's funded by this action are comprised of a 1.0 FTE Office Assistant II, 9.0 FTE Involuntary Commitment Investigators, and a 1.0 FTE Supervisor all effective as of December 31, 1992.

Meeting Date: DEC 29 1992

Agenda No.: R-15

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Purchase of Real Property for Department of
SUBJECT: Health Northeast Health Clinic.

BCC Informal _____ BCC Formal December 29, 1992
(date) (date)

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Bob Oberst TELEPHONE 248-3851

PERSON(S) MAKING PRESENTATION Billi Odegaard, Dwayne Prather,
Dave Boyer, Bob Oberst

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 30 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):

It is proposed that Multnomah County purchase the real property located at 5315-5329 N.E. Martin Luther King Jr. Blvd., in which the Northeast Health Clinic and Aging Services Northeast Branch are presently located under lease. The proposal is that Certificates of Participation be issued for the sum required to pay the purchase price of \$1,400,000.00; to provide \$450,000.00 in capital maintenance to bring the building to appropriate maintainable standards and to provide \$1,000,000. for the improvement of the Northeast Health Clinic for furnishing of clinic service to residents of its service area for a period of twenty years or over.

(OVER)
Certified true copy of Resolution to Bob Oberst
(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Gladys McCray

Or
DEPARTMENT MANAGER [Signature]

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 DEC 22 PM 3:29

(All accompanying documents must have required signatures)

Rental payments by Multnomah County of \$351,050.00 per year (at current rates) to the present owner will be eliminated and an additional rental revenue of approximately \$181,000.00 per year, minimum, will be received by Multnomah County.

Multnomah County will incur property operating costs of approximately \$256,550.00 per year and annual debt service costs of approximately \$314,500.00.

The resulting net annual cost of acquisition and improvement spread over the 20 year financing period is thus \$69,000.00. At the end of the financing period, acquisition results in net annual gain of \$245,500.00. All of the above are expressed in 1992 dollars.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Acquisition of the
WALNUT PARK BUILDING for County Purposes
and Approval of Related Documents

RESOLUTION
92-241

WHEREAS, the County Departments of Health and Social Services provide health services and aging services to residents in Northeast Portland at the Northeast Health Clinic and Northeast Aging Services Branch; and

WHEREAS, the Northeast Health Clinic and Northeast Aging Services Branch is located at the Walnut Park Building, 5305 Martin Luther King, Jr., Blvd., Portland which is a suitable permanent location for such facilities; and

WHEREAS, the County presently leases the Walnut Park Building; and

WHEREAS, the County may more economically provide health and aging services through ownership of the Walnut Park Building over the long term;

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS HEREBY RESOLVES:

1. Purchase of the Walnut Park Building on the terms and conditions of the proposed Purchase and Sale Agreement, attached hereto as Exhibit A, (the "AGREEMENT" herein) is hereby approved.
2. The Chair or the Chair's authorized designee is authorized to sign the AGREEMENT and any supplementary documents or agreements required by the terms and conditions of the AGREEMENT to make the AGREEMENT a binding contract.

ADOPTED this 29th day of December, 1992.



By Gladys McCoy
Gladys McCoy
Multnomah County, Oregon

REVIEWED:

By Peter Livingston
Peter Livingston
Assistant County Counsel
For Multnomah County, Oregon

D:\WPDATA\NINE\122PL.RES\mw

**ADDENDUM TO PURCHASE AND SALE AGREEMENT
DATED THE 1ST DAY OF AUGUST, 1992 BETWEEN
URBAN EQUITIES, INC., AN OREGON CORPORATION (SELLER)
AND
MULTNOMAH COUNTY, OREGON (PURCHASER)**

Seller agrees to have a qualified engineer (Mackenzie Engineering Incorporated) prepare and certify a Plan for the improvement of the Property necessary to bring it into compliance with the forthcoming Seismic Zone III Standards of the City of Portland Uniform Building Code. The Plan will be submitted by the Qualified engineer to the City of Portland and approved by the City. Seller will obtain written proposals for construction of the Plan improvements, including the costs thereof, from two construction firms acceptable to Seller and Purchaser prior to closing of the sale of the Property.

Further Seller agrees that the purchase price of One Million, Four Hundred Thousand Dollars (\$1,400,000), to be paid by Purchaser under the proposed PURCHASE AND SALE AGREEMENT, shall be reduced by the amount of the cost to make the roof, when it is removed and replaced, conform with the UBC Seismic Zone III Standards, as specified in the Plan, measured by the average of the estimates of such cost by the two construction firms. Such cost of conforming excludes cost of labor and materials for the removal of the existing roof(s) and roofing material and for its replacement with a new roof and roofing materials, which shall be the sole responsibility of Purchaser.

Seller shall provide for the other construction of the improvements to the Property required under the Plan, exclusive of making the roof conform as specified above, at Seller's cost. These improvements shall be completed not later than six months after closing of the PURCHASE AND SALE AGREEMENT. At closing, a portion of the purchase price equal to One Hundred Twenty Five percent (125%) of the cost of construction of these improvements, measured by the average of the estimates of such cost by the two construction firms, shall remain in escrow until the completion of construction and its approval by the City of Portland. In the event the improvements are not completed within six (6) months following closing, the Purchaser may complete the improvements itself and apply the funds held in escrow to payment for the improvements. All excess funds shall be refunded in full to Seller.

In the event the cost to complete the Plan as submitted by the qualified engineer exceeds \$50,000 the Seller may at the Seller's option, terminate the Purchase and Sale Agreement.

Closing of this proposed sale shall occur on or before April 30, 1993.

Purchaser intends to finance the purchase of the Property through issuance of Certificates of Participation which are subject to legal challenge for a defined period after final administrative approval. In the event that Purchaser is legally enjoined from issuing and selling such Certificates of Participation, Purchaser may terminate this Agreement by written notice to Seller sent or delivered in person not later than April 1, 1993; in the event of such termination, neither Seller nor Purchaser shall have any further obligation to the other hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written below.

Seller:

Urban Equities, Inc.

By: _____
Date

Purchaser:

Multnomah County

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-15 DATE 12/29/92
DEB BOGSTAD
BOARD CLERK

By: Gladys McLoey _____
Date 12/29/92

Reviewed:

**Laurence Kressel, County Counsel
for Multnomah County, Oregon**

By: Peter Lurnyston _____
Date 12.22.92

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made this 15th day of August, 1992 between Urban Equities, Inc., an Oregon corporation (Seller) and Multnomah County, Oregon (Purchaser).

RECITALS

A. Seller owns certain real property (Property) situated in Multnomah County, Oregon and described as follows:

Lots 1 and 2 of Block 8, All of Block 9 and
Lots 1 and 2 of Block 10, Walnut Park Addition
to the City of Portland.

B. Seller desires to sell and Purchaser desires to purchase the Property for the price and upon the terms and conditions recited below.

TERMS AND CONDITIONS

1. Purchase and Sale. Seller agrees to sell to Purchaser and Purchaser agrees to purchase from seller the Property for the price and in accordance with the terms and conditions set forth in this Agreement.

2. Purchase Price and Payment. The purchase price for the Property shall be ONE MILLION, FOUR HUNDRED THOUSAND DOLLARS (\$1,400,000.00), payable in full in cash upon closing.

3. Title. Seller shall furnish to Purchaser, within ten days from the date hereof, a preliminary title report covering the property, to be prepared by Fidelity National Title Company of Oregon (Fidelity); Purchaser shall have ten days from the receipt of said title report to examine the condition of title to the Property and notify Seller of any objections to any exceptions to title shown therein. Failure to notify Seller of any objections to such exceptions within such time shall be deemed approval by Buyer of any exceptions to which Buyer fails to object.

4. Warranty Deed, Title Insurance and Closing Expenses. Upon closing, the Property shall be conveyed by Seller by statutory warranty deed, free of encumbrances except for the approved exceptions as provided in paragraph 3 above. Seller, at its expense, will furnish to Purchaser a standard form of owner's title insurance policy in the amount of the purchase price insuring title to be vested in Purchaser subject only to the usual printed exceptions and the exceptions authorized to be included in the statutory warranty deed. The sale will be closed in escrow by Fidelity and the escrow fees will be shared equally by Seller and Purchaser.

5. Closing Date. Closing will take place by December 31, 1992. Purchaser may select the date for closing (Closing Date) and will give Seller not less than 15 days written notice of the Closing Date. Prior to the Closing Date, each party will deposit with Fidelity the funds, documents and instructions necessary for closing.

6. Prorations.

(a) General. For purposes of calculating prorations, Purchaser shall be deemed to be entitled to the Property, and therefore entitled to the income and responsible for the expenses, commencing on the day after the Closing Date and the reference to the Closing Date in this paragraph 6 shall be construed and applied accordingly.

(b) Operating Cost Pass-Throughs. Operating cost pass-throughs, percentage rentals, additional rentals and other retroactive rental escalations, sums or charges, if any, payable by tenants which accrue as of the Closing Date, but are not then due and payable, shall be prorated as of the Closing Date and shall be paid to the appropriate party when such amounts are collected.

(c) Prepaid Rentals. Rentals received by Seller attributable to periods after the Closing Date and the amounts of any other credits due tenants attributable to periods after the Closing Date shall be credited to Purchaser. Rentals and other amounts received by Purchaser attributable to periods prior to the Closing Date shall be promptly accounted for and paid over by Purchaser to Seller when collected.

(d) Taxes and Assessments. Real property taxes and assessments shall be prorated as of the closing date.

(e) Operating Expenses. All utility service charges for electricity, heat and air conditioning service, other utilities, common area maintenance and other expenses incurred in operating the Property that Seller customarily pays, and any cost incurred in the ordinary course of management and operation of the Property shall be prorated on an accrual basis. Seller shall pay all such expenses that accrue prior to the Closing Date and Purchaser shall pay all such expenses accruing from and after the Closing Date. To the extent possible, Seller and Purchaser shall obtain billings and meter readings as of the Closing Date to aid in such prorations.

(f) Tenant Deposits. Purchaser shall be credited and Seller shall be charged with an amount equal to all refundable tenant deposits being held under the tenant leases as of the Closing Date, including any such deposits made by Purchaser as a tenant prior to the Closing Date.

(g) Service Contracts. Amounts payable under service contracts shall be prorated as of the Closing Date on an accrual basis. Seller shall pay all amounts due thereunder which accrue prior to the Closing Date and Purchase shall pay all amounts

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accruing from and after the Closing Date.

(h) Adjustments. Prorations, if and to the extent known and agreed upon as of the Closing Date, shall be paid by Purchaser to Seller (if the prorations result in a net credit to Seller) or by Seller to Purchaser (if the prorations result in a net credit to Purchaser), by adjusting the cash to be paid by Purchaser for closing. Any such adjustments not determined or not agreed upon as of the Closing Date shall be paid by Purchaser to Seller, or by Seller to Purchaser, as the case may be, in cash as soon as practicable following the closing of escrow.

7. Financing Contingency. Purchaser intends to finance the purchase of the Property through issuance of Certificates of Participation which are subject to legal challenge for a defined period after final administrative approval. In the event that Purchaser is legally enjoined from issuing and selling such Certificates of Participation, Purchaser may terminate this Agreement by written notice to Seller sent or delivered in person not later than November 1, 1992; in the event of such termination, neither Seller nor Purchaser shall have any further obligation to the other hereunder.

8. Condition of Property. No representations as to the condition or repair of the Property have been made by Seller or any agent of Seller except as expressly set forth in this Agreement. No agreement to alter, repair or remove the Property has been made by Seller or by any agent of Seller and except as otherwise herein provided, Purchaser shall take the Property "as is" and in the condition existing at the Closing Date, subject to the condition that the Property shall be in the same condition at the Closing Date as at the time of execution of this Agreement, ordinary wear and tear excepted.

9. Casualty or Condemnation. In the event that prior to the Closing Date condemnation proceedings are commenced against the Property or any part thereof or if the Property or any part thereof is destroyed or damaged and not restored or agreed to be restored by Seller, then, at Purchaser's option, (i) this Agreement shall terminate and neither party shall have any further rights or obligations hereunder, or (ii) the closing shall proceed as provided pursuant to this Agreement and Purchaser shall receive any and all insurance or condemnation proceeds attributable to casualty or condemnation, which proceeds shall not be credited against Purchaser's obligation to pay the purchase price.

10. Brokers. Seller and Purchaser represent to each other that they have not employed or dealt with any real estate brokers, sales persons or finders in connection with this sale and purchase other than Norris & Stevens. Seller will be responsible for the commission due to Norris & Stevens upon closing.

11. Remedies. There is no earnest money in connection with this purchase and sale. In the event of a breach or default by

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either party, the other party shall be entitled to such remedies for breach of contract as may be available under applicable law.

12. Tenant Leases. (a) Attached hereto as Exhibit "A" and by this reference incorporated herein, are all tenant leases of the Property and all amendments and modifications of said leases. Seller warrants and represents to Purchaser that all tenant leases of the Property and all amendments and modifications thereof are disclosed on Exhibit "A".

(b) At closing, Seller shall deliver to Purchaser a duly executed Assignment of Leases assigning to Purchaser all of Seller's right, title and interest in and to all of the tenant leases and tenant deposits.

(c) During the period following the execution of this Agreement to the Closing Date, Seller shall not modify, extend or renew any existing tenant leases or enter into any new tenant leases without first obtaining Purchaser's written approval thereof, which approval shall not be unreasonably withheld or delayed.

13. Assignment. Purchaser may not assign this Agreement or its interest therein without first obtaining prior written consent of Seller, which consent shall not unreasonably withheld.

14. Entire Agreement. This instrument is the entire, final and complete agreement of the parties pertaining to the sale and purchase of the property, and supersedes and replaces all written or oral agreements heretofore made or existing by and between the parties or their representatives insofar as the Property is concerned. Neither party shall be bound by any promises, representations or agreements except as are herein expressly set forth.

15. Notices. Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when actually delivered in person or forty eight (48) hours after having been deposited in the United States mail as certified or registered mail addressed as follows:

Seller: Urban Equities, Inc.
c/o Norris & Stevens
610 S.W. Broadway
Portland, OR 97205

Purchaser: Multnomah County
Property Management
2505 S.E. 11th Ave.
Portland, OR 97202

16. Attorney Fees. In the event any controversy or claim arises under this Agreement, the prevailing party shall be entitled to its reasonable costs, disbursements and attorney fees together with all expenses which it may reasonable incur in taking such action, including but not limited to costs incurred in searching records, expert witnesses and consulting fees, discovery depositions whether or not introduced into evidence in the trial, hearing or other proceeding and travel expenses in any arbitration, trial or other proceeding, including any proceeding brought to enforce an award to judgement and any and all appeals taken

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therefrom.

17. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions hereof shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

18. No Merger. The obligations set forth in this Agreement shall not merge with the transfer or conveyance of title to any party of the Property but shall remain in effect until fulfilled.

19. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon.

20. Captions. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Agreement.

21. Binding Effect. The covenants, conditions and terms of this Agreement shall extend to and be binding upon and inure to the benefit of the successors and assigns of the parties hereto, subject to the restrictions on assignment as set forth in paragraph 13 above.

22. Required Notice. 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, the parties have executed this Agreement as of the date first above written.

Seller:
Urban Equities, Inc.

Purchaser:
Multnomah County

BY

Peter L. ...
President

BY

Gladys McCoy

Reviewed:
LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

BY

Peter L. ...

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-15 DATE 12/29/92
DEB BOGSTAD
BOARD CLERK

Exhibit A

OFFICE LEASE

This lease, made and entered into at Portland, Oregon, this _____ day of _____

June 28, 19 90, by and between

LANDLORD: URBAN EQUITIES, INC.

and TENANT: CENTER FOR COMMUNITY MENTAL HEALTH, an Oregon non-profit corporation.

Landlord hereby leases to Tenant the following: approximately 4,725 square feet of office space on the ground floor, as set forth in attached Exhibit A. (the

Premises in the Walnut Park Building building

(the Building) at 5305 N.E. M.L. King, Jr. Blvd., Portland, Oregon (building address)

Portland, Oregon, for a term commencing September 1, 19 90.

and continuing through June 30, 1995; at a Base Rental of

\$ 3,694.00 (see Exhibit B) (U.S.) per month payable in advance on the 1st day

of each month commencing September 1, 19 90.

Landlord and Tenant covenant and agree as follows:

- 1.1 **Delivery of Possession** Should Landlord be unable to deliver possession of the Premises on the date fixed for the commencement of the term, commencement will be deferred and Tenant shall owe no rent until notice from Landlord tendering possession to Tenant. If possession is not so tendered within 90 days following commencement of the term, then Tenant may elect to cancel this lease by notice to Landlord within 10 days following expiration of the 90-day period. Landlord shall have no liability to Tenant for delay in delivering possession, nor shall such delay extend the term of this lease in any manner.
- 2.1 **Rent Payment** Tenant shall pay the Base Rent for the Premises and any additional rent provided herein without deduction or offset. Rent for any partial month during the lease term shall be prorated to reflect the number of days during the month that Tenant occupies the Premises. Additional rent means amounts determined under paragraphs 19.1 and 19.3 of this Lease and any other sums payable by Tenant to Landlord under this Lease. Rent not paid when due shall bear interest at the rate of one-and-one-half percent per month until paid. Landlord may at its option impose a late charge of \$.05 for each \$1 of rent for rent payments made more than 10 days late in lieu of interest for the first month of delinquency, without waiving any other remedies available for default. **
- 3.1 **Lease Consideration** Upon execution of the lease Tenant has paid the Base Rent for the first full month of the lease term for which rent is payable and in addition has paid the sum of \$ See Exhibit B as lease consideration. Landlord may apply the lease consideration to pay the cost of performing any obligation which Tenant fails to perform within the time required by this lease, but such application by Landlord shall not be the exclusive remedy for Tenant's default. If the lease consideration is applied by Landlord, Tenant shall on demand pay the sum necessary to replenish the lease consideration to its original amount. To the extent not applied by Landlord to cure defaults by Tenant, the lease consideration shall be applied against the rent payable for the last month of the term. The lease consideration shall not be refundable. ~~XXXXXXXXXXXX~~ as set forth in Ex.B

Please initial

Landlord

Tenant

R.S.

** if tax exemption obtained

4.1 Use

Tenant shall use the Premises as business offices for health facility and for no other purpose without Landlord's written consent. In connection with its use, Tenant shall at its expense promptly comply with all applicable laws, ordinances, rules and regulations of any public authority and shall not annoy, obstruct, or interfere with the rights of other tenants of the Building. Tenant shall create no nuisance nor allow any objectionable fumes, noise, or vibrations to be emitted from the Premises. Tenant shall not conduct any activities that will increase Landlord's insurance rates for any portion of the Building or that will in any manner degrade or damage the reputation of the Building.

4.2 Equipment

Tenant shall install in the Premises only such office equipment as is customary for general office use and shall not overload the floors or electrical circuits of the Premises or Building or alter the plumbing or wiring of the Premises or Building. Landlord must approve in advance the location and manner of installing any electrical, heat generating or communication equipment or exceptionally heavy articles. Any additional air conditioning required because of heat generating equipment or special lighting installed by Tenant shall be installed and operated at Tenant's expense.

4.3 Signs

No signs, awnings, antennas, or other apparatus shall be painted on or attached to the Building or anything placed on any glass or woodwork of the Premises or positioned so as to be visible from outside the Premises without Landlord's written approval as to design, size, location, and color. All signs installed by Tenant shall comply with Landlord's standards for signs and all applicable codes and all signs and sign hardware shall be removed upon termination of this lease with the sign location restored to its former state unless Landlord elects to retain all or any portion thereof.

5.1 Utilities and Services

Landlord will furnish heat, electricity, elevator service, and if the Premises are air conditioned, air conditioning during the normal Building hours of 8:00 AM to 6:00 PM, Monday through Friday, except holidays and 8:00 AM to 12:00 noon Saturdays, except holidays. Janitorial service will be provided in accordance with the regular schedule of the Building, which schedule and service may change from time to time. Tenant shall comply with all government laws or regulations regarding the use or reduction of use of utilities on the Premises. Interruption of services or utilities shall not be deemed an eviction or disturbance of Tenant's use and possession of the Premises, render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this lease, but Landlord shall take all reasonable steps to correct any interruptions in service. Electrical service furnished will be 110 volts unless different service already exists in the Premises.

5.2 Extra Usage

If Tenant uses excessive amounts of utilities or services of any kind because of operation outside of normal Building hours, high demands from office machinery and equipment, nonstandard lighting, or any other cause, Landlord may impose a reasonable charge for supplying such extra utilities or services, which charge shall be payable monthly by Tenant in conjunction with rent payments. In case of dispute over any extra charge under this paragraph, Landlord shall designate a qualified independent engineer whose decision shall be conclusive on both parties. Landlord and Tenant shall each pay one-half of the cost of such determination.

6.1 Maintenance and Repair

Landlord shall have no liability for failure to perform required maintenance and repair unless written notice of the needed maintenance or repair is given by Tenant and Landlord fails to commence efforts to remedy the problem in a reasonable time and manner. Landlord shall have the right to erect scaffolding and other apparatus necessary for the purpose of making repairs, and Landlord shall have no liability for interference with Tenant's use because of repairs and installations. Tenant shall have no claim against Landlord for any interruption or reduction of services or interference with Tenant's occupancy, and no such interruption or reduction shall be construed as a constructive or other eviction of Tenant. Repair of damage caused by negligent or intentional acts or breach of this lease by Tenant, its employees or invitees shall be at Tenant's expense.

6.2 Alterations

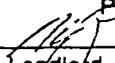
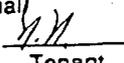
Tenant shall not make any alterations, additions, or improvements to the Premises, change the color of the interior, or install any wall or floor covering without Landlord's prior written consent. Any such additions, alterations, or improvements, except for removable machinery and unattached movable trade fixtures, shall at once become part of the realty and belong to Landlord. Landlord may at its option require that Tenant remove any alterations and restore the Premises to the original condition upon termination of this lease. Landlord shall have the right to approve the contractor used by Tenant for any work in the Premises, and to post notices of nonresponsibility in connection with any work being performed by Tenant in the Premises.

7.1 Indemnity

Tenant shall not allow any liens to attach to the Building or Tenant's interest in the Premises as a result of its activities. Tenant shall indemnify and defend Landlord from any claim, liability, damage, or loss occurring on the Premises, arising out of any activity by Tenant, its agents, or invitees or resulting from Tenant's failure to comply with any term of this lease. Landlord shall have no liability to Tenant because of loss or damage caused by the acts or omissions of other Tenants of the Building, or by third parties.

7.2 Insurance

Tenant shall carry liability insurance with the following limits: \$1,000,000 combined single limits which insurance shall have an endorsement naming Landlord and Landlord's agent, if any, as an insured and covering the liability insured under paragraph 7.1 of this lease. Tenant shall furnish a certificate evidencing such insurance which shall state that the coverage shall not be cancelled or materially changed without 10 days' advance notice to Landlord and Landlord's agent, if any, and a renewal certificate shall be furnished at least 10 days prior to expiration of any policy.

Please initial

 Landlord

 Tenant

8.1 Fire or Casualty

"Major Damage" means damage by fire or other casualty to the Building or the Premises which causes the Premises or any substantial portion of the Building to be unusable, or which will cost more than 25 percent of the pre-damage value of the Building to repair, or which is not covered by insurance. In case of Major Damage, Landlord may elect to terminate this lease by notice in writing to Tenant within 30 days after such date. If this lease is not terminated following Major Damage, or if damage occurs which is not Major Damage, Landlord shall promptly restore the Premises to the condition existing just prior to the damage. Tenant shall promptly restore all damage to tenant improvements or alterations installed by Tenant or pay the cost of such restoration to Landlord if Landlord elects to do the restoration of such improvements. Rent shall be reduced from the date of damage until the date restoration work being performed by Landlord is substantially complete, with the reduction to be in proportion to the area of the Premises not useable by Tenant.

8.2 Waiver of Subrogation

Tenant shall be responsible for insuring its personal property and trade fixtures located on the Premises and any alterations or tenant improvements it has made to the Premises. Neither Landlord nor Tenant shall be liable to the other for any loss or damage caused by water damage, sprinkler leakage, or any of the risks that are or could be covered by a standard all risk insurance policy with an extended coverage endorsement, or for any business interruption, and there shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss.

9.1 Eminent Domain

If a condemning authority takes title by eminent domain or by agreement in lieu thereof to the entire Building or a portion sufficient to render the Premises unsuitable for Tenant's use, then either party may elect to terminate this lease effective on the date that possession is taken by the condemning authority. Rent shall be reduced for the remainder of the term in an amount proportionate to the reduction in area of the Premises caused by the taking. All condemnation proceeds shall belong to Landlord, and Tenant shall have no claim against Landlord or the condemnation award because of the taking.

10.1 Assignment and Subletting

This lease shall bind and inure to the benefit of the parties, their respective heirs, successors, and assigns, provided that Tenant shall not assign its interest under this lease or sublet all or any portion of the Premises without first obtaining Landlord's consent in writing. This provision shall apply to all transfers by operation of law including but not limited to mergers and changes in control of Tenant. No assignment shall relieve Tenant of its obligation to pay rent or perform other obligations required by this lease, and no consent to one assignment or subletting shall be a consent to any further assignment or subletting. Landlord shall not unreasonably withhold its consent to any assignment, or to subletting provided the subrental rate or effective rental paid by the assignee is not less than the current scheduled rental rate of the Building for comparable space and the proposed Tenant is compatible with Landlord's normal standards for the Building. If Tenant proposes a subletting or assignment to which Landlord is required to consent under this paragraph, Landlord shall have the option of terminating this lease and dealing directly with the proposed subtenant or assignee, or any third party. If an assignment or subletting is permitted, any cash profit, or the net value of any other consideration received by Tenant as a result of such transaction shall be paid to Landlord promptly following its receipt by Tenant. Tenant shall pay any costs incurred by Landlord in connection with a request for assignment or subletting, including reasonable attorneys' fees.

11.1 Default

Any of the following shall constitute a default by Tenant under this lease:

(a) Tenant's failure to pay rent or any other charge under this lease within 10 days after it is due, or failure to comply with any other term or condition within 20 days following written notice from Landlord specifying the noncompliance. If such noncompliance cannot be cured within the 20-day period, this provision shall be satisfied if Tenant commences correction within such period and thereafter proceeds in good faith and with reasonable diligence to effect compliance as soon as possible. Time is of the essence of this lease.

(b) Tenant's insolvency, business failure or assignment for the benefit of its creditors. Tenant's commencement of proceedings under any provision of any bankruptcy or insolvency law or failure to obtain dismissal of any petition filed against it under such laws within the time required to answer; or the appointment of a receiver for Tenant's properties.

(c) Assignment or subletting by Tenant in violation of paragraph 10.1.

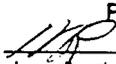
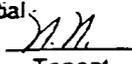
(d) Vacation or abandonment of the Premises without the written consent of Landlord.

11.2 Remedies for Default

In case of default as described in paragraph 11.1 Landlord shall have the right to the following remedies which are intended to be cumulative and in addition to any other remedies provided under applicable law:

(a) Landlord may terminate the lease and retake possession of the Premises. Following such retaking of possession, efforts by Landlord to relet the Premises shall be sufficient if Landlord follows its usual procedures for finding tenants for the space at rates not less than the current rates for other comparable space in the Building. If Landlord has other vacant space in the Building, prospective tenants may be placed in such other space without prejudice to Landlord's claim to damages or loss of rentals from Tenant.

(b) Landlord may recover all damages caused by Tenant's default which shall include an amount equal to rentals lost because of the default, lease commissions paid for this lease, and the unamortized cost of any tenant improvements installed by Landlord to meet Tenant's special requirements. Landlord may sue periodically to recover damages as they occur throughout the lease term, and no action for accrued damages shall bar a later action for damages subsequently accruing. Landlord may elect in any one action to recover accrued damages plus damages attributable to the remaining term of the lease. Such damages shall be measured by the difference between the rent under this lease and the reasonable rental value of the Premises for the remainder of the term, discounted to the time of judgement at the prevailing interest rate on judgements.

Please initial:

Landlord

Tenant

(c) Landlord may make any payment or perform any obligation which Tenant has failed to perform, in which case Landlord shall be entitled to recover from Tenant upon demand all amounts so expended, plus interest from the date of the expenditure at the rate of one-and-one-half percent per month. Any such payment or performance by Landlord shall not waive Tenant's default.

12.1 Surrender

On expiration or early termination of this lease Tenant shall deliver all keys to Landlord and surrender the Premises broom clean and in the same condition as at the commencement of the term subject only to reasonable wear from ordinary use. Tenant shall remove all of its furnishings and trade fixtures that remain its property and restore all damage resulting from such removal. Failure to remove shall be an abandonment of the property, and Landlord may dispose of it in any manner without liability. If Tenant fails to vacate the Premises when required, including failure to remove all its personal property, Landlord may elect either: (i) to treat Tenant as a tenant from month to month, subject to the provisions of this lease except that rent shall be one-and-one-half times the total rent being charged when the lease term expired; or (ii) to eject Tenant from the Premises and recover damages caused by wrongful holdover.

13.1 Regulations

Landlord shall have the right (but shall not be obligated) to make, revise and enforce regulations or policies consistent with this lease for the purpose of promoting safety, order, economy, cleanliness, and good service to all tenants of the Building. All such regulations and policies shall be complied with as if part of this lease.

14.1 Access

During times other than normal Building hours Tenant's officers and employees or those having business with Tenant may be required to identify themselves or show passes in order to gain access to the Building. Landlord shall have no liability for permitting or refusing to permit access by anyone. Landlord shall have the right to enter upon the Premises at any time by passkey or otherwise to determine Tenant's compliance with this lease, to perform necessary services, maintenance and repairs to the Building or the Premises, or to show the Premises to any prospective tenant or purchasers. Except in case of emergency such entry shall be at such times and in such manner as to minimize interference with the reasonable business use of the Premises by Tenant.

14.2 Furniture and Bulky Articles

Tenant shall move furniture and bulky articles in and out of the Building or make independent use of the elevators only at times approved by Landlord following at least 24 hours' written notice to Landlord of the intended move. Landlord will not unreasonably withhold its consent under this paragraph.

15.1 Notices

Notices between the parties relating to this lease shall be in writing, effective when delivered, or if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated in this lease or to such other address as either party may specify by notice to the other. Notice to Tenant may always be delivered to the Premises. Rent shall be payable to Landlord at the same address and in the same manner, but shall be considered paid only when received.

16.1 Subordination

This lease shall be subject and subordinate to any mortgages, deeds of trust, or land sale contracts (hereafter collectively referred to as encumbrances) now existing against the Building. At Landlord's option this lease shall be subject and subordinate to any future encumbrance hereafter placed against the Building (including the underlying land) or any modifications of existing encumbrances, and Tenant shall execute such documents as may reasonably be requested by Landlord or the holder of the encumbrance to evidence this subordination.

16.2 Transfer of Building

If the Building is sold or otherwise transferred by Landlord or any successor, Tenant shall attorn to the purchaser or transferee and recognize it as the lessor under this lease, and, provided the purchaser assumes all obligations hereunder, the transferor shall have no further liability hereunder.

16.3 Estoppels

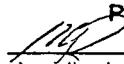
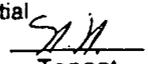
Either party will within 20 days after notice from the other execute, acknowledge and deliver to the other party a certificate certifying whether or not this lease has been modified and is in full force and effect; whether there are any modifications or alleged breaches by the other party; the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent; and any other facts that may reasonably be requested. Failure to deliver the certificate within the specified time shall be conclusive upon the party of whom the certificate was requested that the lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate. If requested by the holder of any encumbrance, or any ground lessor, Tenant will agree to give such holder or lessor notice of and an opportunity to cure any default by Landlord under this lease.

17.1 Attorneys' Fees

In any litigation arising out of this lease, the prevailing party shall be entitled to recover attorneys' fees at trial and on any appeal.

18.1 Quiet Enjoyment

Landlord warrants that so long as Tenant complies with all terms of this lease it shall be entitled to peaceable and undisturbed possession of the Premises free from any eviction or disturbance by Landlord. Landlord shall have no liability to Tenant for loss or damages arising out of the acts of other tenants of the Building or third parties, nor any liability for any reason which exceeds the value of its interest in the Building.

Please initial
 Landlord
 Tenant

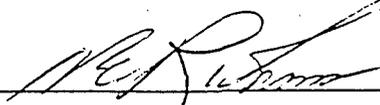
- 19.1 **Additional Rent-Tax Adjustment** Whenever for any calendar year the real property taxes levied against the Building and its underlying land (and any tax levied wholly or partially in lieu thereof) exceed those levied during the calendar year in which this lease commenced, then the monthly rental for the next succeeding calendar year shall be increased by one-twelfth of such tax increase times Tenant's proportionate share. "Real property taxes" as used herein means all taxes and assessments of any public authority against the Building and the land on which it is located and the cost of contesting any tax. If any portion of the Building is occupied by a tax-exempt tenant so that the Building has a partial tax exemption under ORS 307.112 or a similar statute, then real property taxes shall mean taxes computed as if such partial exemption did not exist. If a separate assessment or identifiable tax increase arises because of improvements to the Premises, then Tenant shall pay 100 percent of such increase.
- 19.2 **Tenant's Proportionate Share** "Tenant's proportionate share" as used herein means the area of the Premises, divided by the total area of the Building (not including basement storage space), with area determined using one of the methods of building measurement defined by the Building Owners and Managers Association (BOMA). Tenant's proportionate share as of the lease commencement date shall be 10.4% percent.
- 19.3 **Additional Rent-Cost-of-Living Adjustment** On each anniversary date of this lease, the Landlord shall adjust the base rental in the same percentage as the increase, if any, in the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics. The change shall be computed by comparing the schedule entitled "U.S. City Average, All Items, All Urban Consumers, 1982 - 84 = 100" for the latest available month preceding the month in which the lease term commenced with the same figure for the same month in the years for which the adjustment is computed. All comparisons shall be made using index figures derived from the same base period and in no event shall this provision operate to decrease the monthly rental for the Premises below the initial stated monthly rental, plus property tax adjustment as stated above. If the index cited above is revised or discontinued during the term of this Lease then the index that is designated by the Portland Metropolitan Association of Building Owners and Managers to replace it shall be used.
- 20.1 **Complete Agreement** This lease and the attached Exhibits and Schedules if any, constitute the entire agreement of the parties and supersede all prior written and oral agreements and representations. Neither Landlord nor Tenant is relying on any representations other than those expressly set forth herein.

ADDENDUM TO LEASE ATTACHED AS EXHIBIT B

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this lease as of the day and year first written above.

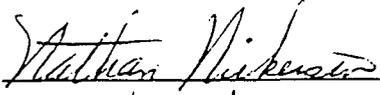
LANDLORD:

Address for notices: 1755 West
Broadway, #407, Vancouver,
B.C. V6J 4S5 CANADA

By 
Name: Harvey E. Richman
Title: President

TENANT:

Address for notices: 5305 N.E. Martin
Luther King Jr. Boulevard
Portland, Oregon 97211

By 
Name: Nathan Nickerson
Title: Ex. Director

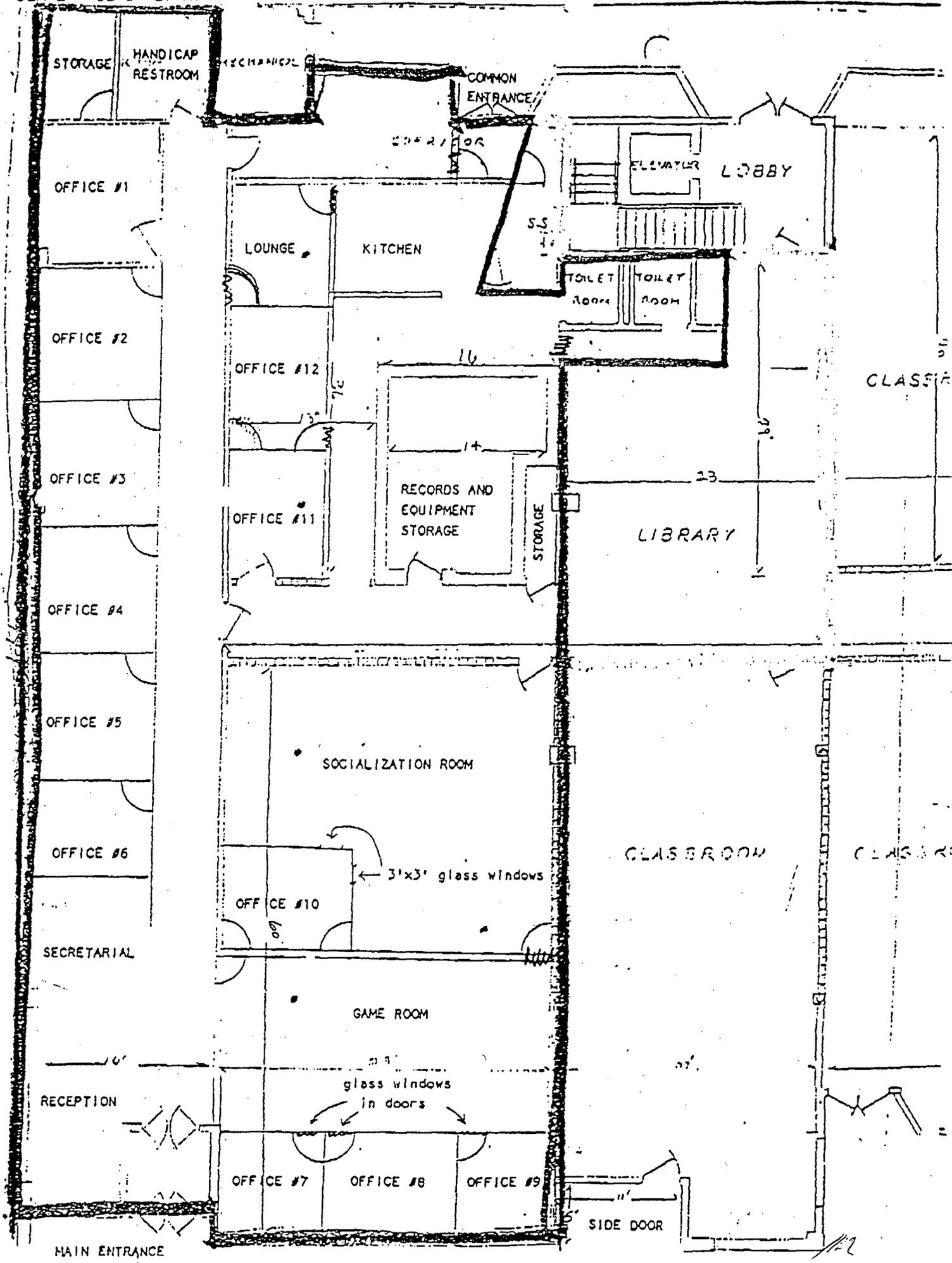


EXHIBIT B
ADDENDUM TO LEASE

1. The monthly rent for the term of the Lease is \$3,694. Tenant represents it is an Oregon non-profit corporation and is going to attempt to obtain tax-exempt status with regard to payment of ad valorem real property taxes, pursuant to ORS Chapters 307 and 311, as Tenant of the property, effective the 1991 tax year and for each year thereafter for the duration of the Lease term. If Tenant obtains this status, and for so long as Tenant retains this status, Landlord shall provide Tenant with a monthly credit against rent equal to 1/12 of the estimated reduction in annual ad valorem real property taxes attributable to the premises. On December 1st of each year or as soon thereafter as possible, Landlord shall compute the actual amount of reduction in property taxes for that tax year (July 1st through June 30th). In the event that the credit previously allowed to Tenant was too high, Landlord will bill Tenant for any deficiency, which Tenant shall pay within ten (10) days of billing. In the event the credit previously allowed Tenant was too low, Landlord shall give Tenant credit for this amount in the month of December. The parties agree that, based on the records of Multnomah County, the premises comprise 10.4% of the Walnut Park Building.

2. Provided Tenant is not then in default, rent will be abated for the month of August, 1991, and Tenant will not be entitled to the tax credit for that month.

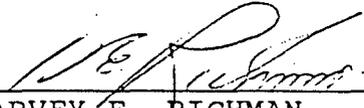
3. Tenant has paid Landlord the sum of \$16,300. Of this sum, the amount of \$3,260 is for rent for the first full month of the Lease. Provided Tenant is not then in default and Landlord has not applied any sum to cure the default, Landlord shall apply the sum of \$3,260 against the rent for each of the following months: September, 1990; July, 1991; July, 1992; August, 1992 and June, 1995. Landlord shall not be required to segregate any portion of the initial sum paid from any of its other funds. The sum retained by Landlord and not applied against the rent as specified above shall bear interest at the rate of 8½% per annum, computed as simple interest. In January of each year of the Lease term, Landlord shall compute the interest for the preceding year of the Lease term and give Tenant a credit equal to that amount against the January rent. In June, 1995, Landlord shall compute interest for the period of time from January 1, 1995 through May 31, 1995, and shall credit that amount against the June, 1995 rent. If the credit exceeds the amount owing, Landlord shall refund the balance.

4. In the event the State of Oregon vacates its present

premises in the Walnut Park Building, Landlord will provide Tenant with 15 parking spaces, of which 12 will be in one of the parking lots immediately surrounding the building. The parking spaces for Tenant's use will not be specifically reserved for Tenant's use, but will be among the general unmarked spaces in the lots. In the event the state does not vacate, Landlord will provide Tenant with 15 unreserved parking spaces in a lot not immediately surrounding the building. If Landlord decides that parking spaces are available in lots surrounding the building, Landlord will provide up to 12 of the 15 spaces in those lots.

DATED: 6/28/90

URBAN EQUITIES, INC.



HARVEY E. RICHMAN
President

DATED: 6/28/90

CENTER FOR COMMUNITY MENTAL
HEALTH



By :
Its:

EXHIBIT C

Tenant Improvements

1. Twelve private offices as shown on the space plan.
2. Kitchen: electrical for hot water heater, coffee maker, microwave, range and refrigerator; approximately six new wall outlets and vent for range; and ten feet of cabinets with formica, as shown on space plan.
3. Three of the office doors have relites as indicated on the space plan.
4. Lounge as shown on the space plan.
5. Three restrooms, one handicapped accessible, as shown on the space plan.
6. Reception/secretarial area as shown on the space plan.
7. Game room as shown on the space plan.
8. Socialization room as shown on the space plan.
9. Records/storage area as shown on the space plan.
10. Plumbing for a washer as shown on the space plan.
11. Electrical for washer/dryer and venting for a dryer in the storage room next to the handicapped restroom, as show on the space plan.

OFFICE LEASE



This lease, made and entered into at Portland, Oregon, this 28th day of

June, 1992 by and between

LANDLORD: URBAN EQUITIES, INC.

and

TENANT: A. A. "ANDY" ANDERSON

Landlord hereby leases to Tenant the following: approximately 650 square feet (the Premises)

in Walnut Park Building (the Building)

at 5309 N.E. MLK Jr., Portland Oregon, for a term commencing July 1, 1992

and continuing through June 30, 1997 at a Monthly Base Rental as follows:

See attached addendum

Rent is payable in advance on the 1 day of each month commencing, 1992, July 1

Landlord and Tenant covenant and agree as follows:

1.1 Delivery of Possession. Should Landlord be unable to deliver possession of the Premises on the date fixed for the commencement of the term, commencement will be deferred and Tenant shall owe no rent until notice from Landlord tendering possession to Tenant. If possession is not so tendered within 90 days following commencement of the term, then Tenant may elect to cancel this lease by notice to Landlord within 10 days following expiration of the 90-day period. Landlord shall have no liability to Tenant for delay in delivering possession, nor shall such delay extend the term of this lease in any manner.

2.1 Rent Payment. Tenant shall pay the Base Rent for the Premises and any additional rent provided herein without deduction or offset. Rent for any partial month during the lease term shall be prorated to reflect the number of days during the month that Tenant occupies the Premises. Additional rent means amounts determined under Section 19 of this lease and any other sums payable by Tenant to Landlord under this lease. Rent not paid when due shall bear interest at the rate of one-and-one-half percent per month until paid. Landlord may at its option impose a late charge of \$.05 for each \$1 of rent for rent payments made more than 10 days late in lieu of interest for the first month of delinquency, without waiving any other remedies available for default. Failure to impose a late charge shall not be a waiver of Landlord's rights hereunder.

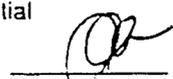
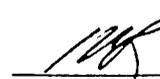
3.1 Lease Consideration. Upon execution of the lease Tenant has paid the Base Rent for the first full month of the lease term for which rent is payable and in addition has paid the sum of \$ N/A

as lease consideration. Landlord may apply the lease consideration to pay the cost of performing any obligation which Tenant fails to perform within the time required by this lease, but such application by Landlord shall not be the exclusive remedy for Tenant's default. If the lease consideration is applied by Landlord, Tenant shall on demand pay the sum necessary to replenish the lease consideration to its original amount. To the extent not applied by Landlord to cure defaults by Tenant, the lease consideration shall be applied against the rent payable for the last month of the term. The lease consideration shall not be refundable.

Handwritten signatures and initials for Landlord and Tenant, with the instruction 'Please Initial' above the Tenant signature.

- 4.1 Use.** Tenant shall use the Premises as business for and for no other purpose without Landlord's written consent. In connection with its use, Tenant shall at its expense promptly comply with all applicable laws, ordinances, rules and regulations of any public authority and shall not annoy, obstruct, or interfere with the rights of other tenants of the Building. Tenant shall create no nuisance nor allow any objectionable fumes, noise, or vibrations to be emitted from the Premises. Tenant shall not conduct any activities that will increase Landlord's insurance rates for any portion of the Building or that will in any manner degrade or damage the reputation of the Building.
- 4.2 Equipment.** Tenant shall install in the Premises only such office equipment as is customary for general office use and shall not overload the floors or electrical circuits of the Premises or Building or alter the plumbing or wiring of the Premises or Building. Landlord must approve in advance the location of and manner of installing any wiring or electrical, heat generating or communication equipment or exceptionally heavy articles. All telecommunications equipment, conduit, cables and wiring and any additional air conditioning required because of heat generating equipment or special lighting installed by Tenant shall be installed and operated at Tenant's expense.
- 4.3 Signs.** No signs, awnings, antennas, or other apparatus shall be painted on or attached to the Building or anything placed on any glass or woodwork of the Premises or positioned so as to be visible from outside the Premises without Landlord's written approval as to design, size, location, and color. All signs installed by Tenant shall comply with Landlord's standards for signs and all applicable codes and all signs and sign hardware shall be removed upon termination of this lease with the sign location restored to its former state unless Landlord elects to retain all or any portion thereof.
- 5.1 Utilities and Services.** Landlord will furnish water, electricity and elevator service and, during the normal Building hours of 8:00 AM to 6:00 PM Monday through Friday except holidays, will furnish heat and air conditioning (if the Building is air conditioned). Janitorial service will be provided in accordance with the regular schedule of the Building, which schedule and service may change from time to time. Tenant shall comply with all government laws or regulations regarding the use or reduction of use of utilities on the Premises. Interruption of services or utilities shall not be deemed an eviction or disturbance of Tenant's use and possession of the Premises, render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this lease. Landlord shall take all reasonable steps to correct any interruptions in service. Electrical service furnished will be 110 volts unless different service already exists in the Premises. Tenant shall provide its own surge protection for power furnished to computers.
- 5.2 Extra Usage.** If Tenant uses excessive amounts of utilities or services of any kind because of operation outside of normal Building hours, high demands from office machinery and equipment, nonstandard lighting, or any other cause, Landlord may impose a reasonable charge for supplying such extra utilities or services, which charge shall be payable monthly by Tenant in conjunction with rent payments. In case of dispute over any extra charge under this paragraph, Landlord shall designate a qualified independent engineer whose decision shall be conclusive on both parties. Landlord and Tenant shall each pay one-half of the cost of such determination.
- 6.1 Maintenance and Repair.** Landlord shall have no liability for failure to perform required maintenance and repair unless written notice of such maintenance or repair is given by Tenant and Landlord fails to commence efforts to remedy the problem in a reasonable time and manner. Landlord shall have the right to erect scaffolding and other apparatus necessary for the purpose of making repairs, and Landlord shall have no liability for interference with Tenant's use because of repairs and installations. Tenant shall have no claim against Landlord for any interruption or reduction of services or interference with Tenant's occupancy, and no such interruption or reduction shall be construed as a constructive or other eviction of Tenant. Repair of damage caused by negligent or intentional acts or breach of this lease by Tenant, its employees or invitees shall be at Tenant's expense.
- 6.2 Alterations.** Tenant shall not make any alterations, additions, or improvements to the Premises, change the color of the interior, or install any wall or floor covering without Landlord's prior written consent. Any such improvements, alterations, wiring, cables or conduit installed by Tenant shall at once become part of the Premises and belong to Landlord except for removable machinery and unattached movable trade fixtures. Landlord may at its option require that Tenant remove any improvements, alterations, wiring, cables or conduit installed by Tenant and restore the Premises to the original condition upon termination of this lease. Landlord shall have the right to approve the contractor used by Tenant for any work in the Premises, and to post notices of nonresponsibility in connection with work being performed by Tenant in the Premises.

Please Initial



- 7.1 Indemnity.** Tenant shall not allow any liens to attach to the Building or Tenant's interest in the Premises as a result of its activities. Tenant shall indemnify and defend Landlord and its managing agents from any claim, liability, damage, or loss occurring on the Premises, arising out of any activity by Tenant, its agents, or invitees or resulting from Tenant's failure to comply with any term of this lease. Neither Landlord nor its managing agent shall have any liability to Tenant because of loss or damage to Tenant's property or for death or bodily injury caused by the acts or omissions of other Tenants of the Building, or by third parties (including criminal acts).
- 7.2 Insurance.** Tenant shall carry liability insurance with limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage which insurance shall have an endorsement naming Landlord and Landlord's managing agent, if any, as an additional insured and covering the liability insured under paragraph 7.1 of this lease. Tenant shall furnish a certificate evidencing such insurance which shall state that the coverage shall not be cancelled or materially changed without 10 days advance notice to Landlord and Landlord's managing agent, if any. A renewal certificate shall be furnished at least 10 days prior to expiration of any policy.
- 8.1 Fire or Casualty.** "Major Damage" means damage by fire or other casualty to the Building or the Premises which causes the Premises or any substantial portion of the Building to be unusable, or which will cost more than 25 percent of the pre-damage value of the Building to repair, or which is not covered by insurance. In case of major damage, Landlord may elect to terminate this lease by notice in writing to Tenant within 30 days after such date. If this lease is not terminated following Major Damage, or if damage occurs which is not Major Damage, Landlord shall promptly restore the Premises to the condition existing just prior to the damage. Tenant shall promptly restore all damage to tenant improvements or alterations installed by Tenant or pay the cost of such restoration to Landlord if Landlord elects to do the restoration of such improvements. Rent shall be reduced from the date of damage until the date restoration work being performed by Landlord is substantially complete, with the reduction to be in proportion to the area of the Premises not useable by Tenant.
- 8.2 Waiver of Subrogation.** Tenant shall be responsible for insuring its personal property and trade fixtures located on the Premises and any alterations or tenant improvements it has made to the Premises. Neither Landlord, its managing agent nor Tenant shall be liable to the other for any loss or damage caused by water damage, sprinkler leakage, or any of the risks that are or could be covered by a standard all risk insurance policy with an extended coverage endorsement, or for any business interruption, and there shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss.
- 9.1 Eminent Domain.** If a condemning authority takes title by eminent domain or by agreement in lieu thereof to the entire Building or a portion sufficient to render the Premises unsuitable for Tenant's use, then either party may elect to terminate this lease effective on the date that possession is taken by the condemning authority. Rent shall be reduced for the remainder of the term in an amount proportionate to the reduction in area of the Premises caused by the taking. All condemnation proceeds shall belong to Landlord, and Tenant shall have no claim against Landlord or the condemnation award because of the taking.
- 10.1 Assignment and Subletting.** This lease shall bind and inure to the benefit of the parties, their respective heirs, successors, and assigns, provided that Tenant shall not assign its interest under this lease or sublet all or any portion of the Premises without first obtaining Landlord's consent in writing. This provision shall apply to all transfers by operation of law including but not limited to mergers and changes in control of Tenant. No assignment shall relieve Tenant of its obligation to pay rent or perform other obligations required by this lease, and no consent to one assignment or subletting shall be a consent to any further assignment or subletting. Landlord shall not unreasonably withhold its consent to any assignment or subletting provided the effective rental paid by the subtenant or assignee is not less than the current scheduled rental rate of the Building for comparable space and the proposed Tenant is compatible with Landlord's normal standards for the Building. If Tenant proposes a subletting or assignment to which Landlord is required to consent under this paragraph, Landlord shall have the option of terminating this lease and dealing directly with the proposed subtenant or assignee, or any third party. If an assignment or subletting is permitted, any cash profit, or the net value of any other consideration received by Tenant as a result of such transaction shall be paid to Landlord promptly following its receipt by Tenant. Tenant shall pay any costs incurred by Landlord in connection with a request for assignment or subletting, including reasonable attorneys' fees.

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11.1 Default.

Any of the following shall constitute a default by Tenant under this lease:

(a) Tenant's failure to pay rent or any other charge under this lease within 10 days after it is due, or failure to comply with any other term or condition within 20 days following written notice from Landlord specifying the noncompliance. If such noncompliance cannot be cured within the 20-day period, this provision shall be satisfied if Tenant commences correction within such period and thereafter proceeds in good, faith and with reasonable diligence to effect compliance as soon as possible. Time is of the essence of this lease.

(b) Tenant's insolvency, business failure or assignment for the benefit of its creditors. Tenant's commencement of proceedings under any provision of any bankruptcy or insolvency law or failure to obtain dismissal of any petition filed against it under such laws within the time required to answer; or the appointment of a receiver for Tenant's properties.

(c) Assignment or subletting by Tenant in violation of paragraph 10.1.

(d) Vacation or abandonment of the Premises without the written consent of Landlord or failure to occupy the Premises within 20 days after notice tendering possession.

11.2 Remedies for Default.

In case of default as described in paragraph 11.1 Landlord shall have the right to the following remedies which are intended to be cumulative and in addition to any other remedies provided under applicable law:

(a) Landlord may at its option terminate the lease by notice to Tenant. With or without termination, Landlord may retake possession of the Premises and may use or relet the Premises without accepting a surrender or waiving the right to damages. Following such retaking of possession, efforts by Landlord to relet the Premises shall be sufficient if Landlord follows its usual procedures for finding tenants for the space at rates not less than the current rates for other comparable space in the Building. If Landlord has other vacant space in the Building, prospective tenants may be placed in such other space without prejudice to Landlord's claim to damages or loss of rentals from Tenant.

(b) Landlord may recover all damages caused by Tenant's default which shall include an amount equal to rentals lost because of the default, lease commissions paid for this lease, and the unamortized cost of any tenant improvements installed by Landlord to meet Tenant's special requirements. Landlord may sue periodically to recover damages as they occur throughout the lease term, and no action for accrued damages shall bar a later action for damages subsequently accruing. Landlord may elect in any one action to recover accrued damages plus damages attributable to the remaining term of the lease. Such damages shall be measured by the difference between the rent under this lease and the reasonable rental value of the Premises for the remainder of the term, discounted to the time of judgement at the prevailing interest rate on judgements.

(c) Landlord may make any payment or perform any obligation which Tenant has failed to perform, in which case Landlord shall be entitled to recover from Tenant upon demand all amounts so expended, plus interest from the date of the expenditure at the rate of one-and-one-half percent per month. Any such payment or performance by Landlord shall not waive Tenant's default.

12.1 Surrender.

On expiration or early termination of this lease Tenant shall deliver all keys to Landlord and surrender the Premises vacuumed, swept, and free of debris and in the same condition as at the commencement of the term subject only to reasonable wear from ordinary use. Tenant shall remove all of its furnishings and trade fixtures that remain its property and restore all damage resulting from such removal. Failure to remove shall be an abandonment of the property, and Landlord may dispose of it in any manner without liability. If Tenant fails to vacate the Premises when required, including failure to remove all its personal property, Landlord may elect either: (i) to treat Tenant as a tenant from month to month, subject to the provisions of this lease except that rent shall be one-and-one-half times the total rent being charged when the lease term expired; or (ii) to eject Tenant from the Premises and recover damages caused by wrongful holdover.

13.1 Regulations.

Landlord shall have the right but shall not be obligated, to make, revise and enforce regulations or policies consistent with this lease for the purpose of promoting safety, health (including regulation or prohibition of smoking), order, economy, cleanliness, and good service to all tenants of the Building. All such regulations and policies shall be complied with as if part of this lease.

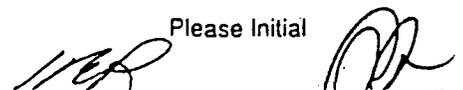
14.1 Access.

During times other than normal Building hours Tenant's officers and employees or those having business with Tenant may be required to identify themselves or show passes in order to gain access to the Building. Landlord shall have no liability for permitting or refusing to permit access by anyone. Landlord shall have the right to enter upon the Premises at any time by passkey or otherwise to determine Tenant's compliance with this lease, to perform necessary services, maintenance and repairs or alterations to the Building or the Premises, or to show the Premises to any prospective tenant or purchasers. Except in case of emergency such entry shall be at such times and in such manner as to minimize interference with the reasonable business use of the Premises by Tenant.

14.2 Furniture and Bulky Articles.

Tenant shall move furniture and bulky articles in and out of the Building or make independent use of the elevators only at times approved by Landlord following at least 24 hours written notice to Landlord of the intended move. Landlord will not unreasonably withhold its consent under this paragraph.

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- 15.1 **Notices.** Notices between the parties relating to this lease shall be in writing, effective when delivered, or if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated in this lease or to such other address as either party may specify by notice to the other. Notice to Tenant may always be delivered to the Premises. Rent shall be payable to Landlord at the same address and in the same manner, but shall be considered paid only when received.
- 16.1 **Subordination.** This lease shall be subject to and subordinate to any mortgages, deeds of trust, or land sale contracts (hereafter collectively referred to as encumbrances) now existing against the Building. At Landlord's option this lease shall be subject and subordinate to any future encumbrance hereafter placed against the Building (including the underlying land) or any modifications of existing encumbrances, and Tenant shall execute such documents as may reasonably be requested by Landlord or the holder of the encumbrance to evidence this subordination.
- 16.2 **Transfer of Building.** If the Building is sold or otherwise transferred by Landlord or any successor, Tenant shall attorn to the purchaser or transferee and recognize it as the lessor under this lease, and, provided the purchaser or transferee assumes all obligations hereunder, the transferor shall have no further liability hereunder.
- 16.3 **Estoppels.** Either party will within 10 days after notice from the other execute, acknowledge and deliver to the other party a certificate certifying whether or not this lease has been modified and is in full force and effect; whether there are any modifications or alleged breaches by the other party; the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent; and any other facts that may reasonably be requested. Failure to deliver the certificate within the specified time shall be conclusive upon the party of whom the certificate was requested that the lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate. If requested by the holder of any encumbrance, or any ground lessor, Tenant will agree to give such holder or lessor notice of and an opportunity to cure any default by Landlord under this lease.
- 17.1 **Attorneys' Fees.** In any litigation arising out of this lease, the prevailing party shall be entitled to recover attorney's fees at trial and on any appeal. If Landlord incurs attorneys' fees because of a default by Tenant, Tenant shall pay all such fees whether or not litigation is filed.
- 18.1 **Quiet Enjoyment.** Landlord warrants that so long as Tenant complies with all terms of this lease it shall be entitled to peaceable and undisturbed possession of the Premises free from any eviction or disturbance by Landlord. Neither Landlord nor its managing agent shall have any liability to Tenant for loss or damages arising out of the acts, including criminal acts, of other tenants of the Building or third parties, nor any liability for any reason which exceeds the value of its interest in the Building.
- 19.1 **Additional Rent: Tax Adjustment.** Whenever for any July 1 - June 30 tax year the real property taxes levied against the Building and its underlying land exceed those levied for the 19 91 - 19 92 tax year, then the monthly rental for the next succeeding calendar year shall be increased by one-twelfth of such tax increase times Tenant's proportion-ate share. "Real property taxes" as used herein means all taxes and assessments of any public authority against the Building and the land on which it is located, the cost of contesting any tax and any form of fee or charge imposed on Landlord as a direct consequence of owning or leasing the Premises, including but not limited to rent taxes, gross receipt taxes, leasing taxes, or any fee or charge wholly or partially in lieu of or in substitution for ad valorem real property taxes or assessments, whether now existing or hereafter enacted. If any portion of the Building is occupied by a tax-exempt tenant so that the Building has a partial tax exemption under ORS 307.112 or a similar statute, then real property taxes shall mean taxes computed as if such partial exemption did not exist. If a separate assessment or identifiable tax increase arises because of improvements to the Premises, then Tenant shall pay 100 percent of such increase.
- 19.2 **Tenant's Proportionate Share.** "Tenant's proportionate share" as used herein means the area of the Premises, divided by the total area of office space in the Building, with area determined using one of the methods of building measurement defined by the Building Owners and Managers Association (BOMA). Tenant's proportionate share as of the lease commencement date shall be 0.9 percent.
- 19.3 **Additional Rent: Cost-of-Living Adjustment.** ~~On each anniversary date of this lease, the Landlord shall adjust the base rental in the same percentage as the increase, if any, in the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics. The change shall be computed by comparing the schedule entitled "U.S. City Average, All Items, All Urban Consumers, 1982 - 84 = 100" for the latest available month preceding the month in which the lease term commenced with the same figure for the same month in the years for which the adjustment is computed. All comparisons shall be made using index figures derived from the same base period and in no event shall this provision operate to decrease the monthly rental for the Premises below the initial stated monthly rental, plus property tax adjustments and operating expense adjustments as provided in this Lease. If the index cited above is revised or discontinued during the term of this Lease then the index that is designated by the Portland Metropolitan Association of Building Owners and Managers to replace it shall be used.~~

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19.4 Additional Rent: Operating Expense Adjustment.

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Tenant shall pay as additional rent its proportionate share, as defined in paragraph 19.2, of the amount by which operating expenses for the Building increase over those experienced by Landlord during the calendar year 1991 (base year). Effective January 1 of each year Landlord shall estimate the amount by which operating expenses are expected to increase, if any, over those incurred in the base year. Monthly rental for that year shall be increased by one-twelfth of Tenant's share of the estimated increase. Following the end of each calendar year, Landlord shall compute the actual increase in operating expenses and bill Tenant for any deficiency or credit Tenant with any excess collected. As used herein "operating expenses" shall mean all costs of operating and maintaining the Building as determined by standard real estate accounting practice, including, but not limited to: all water and sewer charges; the cost of natural gas and electricity provided to the building; janitorial and cleaning supplies and services; administration costs and management fees; superintendent fees; security services, if any; insurance premiums; licenses; permits for the operation and maintenance of the building and all of its component elements and mechanical systems; the annual amortized capital improvement cost (amortized over such a period as Landlord may select but not shorter than the period allowed under the Internal Revenue Code and at a current market interest rate) for any capital improvements to the Building required by any governmental authority or those which have a reasonable probability of improving the operating efficiency of the Building.

20.1 Complete Agreement.

This lease and the attached Exhibits and Schedules if any, constitute the entire agreement of the parties and supersede all prior written and oral agreements and representations. Neither Landlord nor Tenant is relying on any representations other than those expressly set forth herein.

20.2 Space Leased as Is.

Unless otherwise stated in this Lease, the Premises are leased as is in the condition now existing with no alterations or other work to be performed by Landlord.

20.3 Captions.

The titles to the paragraphs of this lease are descriptive only and are not intended to change or influence the meaning of any paragraph or to be part of this lease.

20.4 Nonwaiver.

Failure by Landlord to promptly enforce any regulation, remedy or right of any kind under this Lease shall not constitute a waiver of the same and such right or remedy may be asserted at any time after Landlord becomes entitled to the benefit thereof notwithstanding delay in enforcement.

20.5 Exhibits.

The following Exhibits are attached hereto and incorporated as a part of this lease:

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this lease as of the day and year first written above.

LANDLORD: URBAN EQUITIES, INC.
Address for notices:
610 S.W. Broadway
Portland, OR 97205

By: _____
Title: _____

By: URBAN EQUITIES INC.
President
Title: _____

TENANT: A. A. "ANDY" ANDERSON
Address for notices:
5311 N.E. MLK Jr. Blvd.
Portland, OR 97201

By: _____
Title: _____

By: _____
Title: _____

By: AA Anderson
Title: President

By: _____
Title: _____

By: _____
Title: _____

By: _____
Title: _____

Please Initial

Landlord

Tenant

ADDENDUM

ADDENDUM TO THAT LEASE DATED MAY 28, 1992 BETWEEN URBAN EQUITIES, INC., LESSOR, AND A. A. "ANDY" ANDERSON, LESSEE

I. Base Rent Schedule

July 1, 1992 - June 30, 1993	\$ 550/Month
July 1, 1993 - June 30, 1994	\$ 565/Month
July 1, 1994 - June 30, 1995	\$ 580/Month
July 1, 1995 - June 30, 1996	\$ 595/Month
July 1, 1996 - June 30, 1997	\$ 610/Month

II. Option to Renew

Lessee shall have the option to renew lease for an additional period of five (5) years at a rental rate of to be agreed upon in advance by both parties. Such rental rate shall not be less than the monthly rental rate in effect at the time Lessee notifies Lessor of their intention to exercise the option. Said notice shall be given at least ninety (90) days prior to the lease expiration date but not more than one hundred eighty (180) days prior to the expiration date.

**Norris &
Stevens**
REALTORS



610 S.W. Broadway
Portland, OR 97205
503 223 8111
503 223 1061 FAX

Commercial Leasing
Sales and Property
Management

June 30, 1992

Mr. Andy Anderson
5309 N.E. MLK Jr.
Portland, OR 97211

**RE: JANITORIAL SERVICE
WALNUT PARK STORE**

Dear Andy:

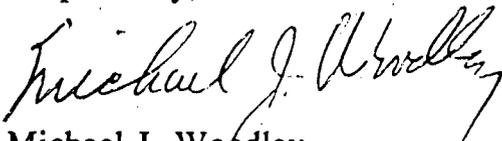
In regard to the above service at Walnut Park I thought it would be a good idea to clarify exactly what duties we are performing for you. This letter should become part of the lease dated June 28, 1992 between you and Urban Equities, lessor.

The duties we presently perform for you are:

1. vacuum the front customer service area
2. dust counters
3. take out the trash
4. clean the entry glass

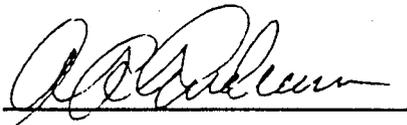
Because of your expressed concerns for security we do not go behind the counter. If these services are satisfactory and agreeable to you please sign below and return to our office.

Respectfully,


Michael J. Woodley

APPROVED AND ACCEPTED

By:



Date:

7-7-92

THIS LEASE, made and entered into at the City of Portland, Oregon, this _____ day of

February 19 84, by and between URBAN EQUITIES, INC.

hereinafter called the Lessor,

and MULTNOMAH COUNTY, a home rule subdivision of the State of Oregon

hereinafter called the Lessee, WITNESSETH:

The Lessor hereby leases to the Lessee the following described premises in consideration of _____ and _____ /100 Dollars (\$ _____) and in accordance with the terms, covenants and conditions herein set forth:

Premises Rooms Numbered That entire second floor located at 5329 N.E. Union in the Said premises containing approximately 18,600 square feet Portland, Oregon

Term For the term beginning on the First day of July 1984, and expiring on the 30th day of June 1994,

Rental For a monthly rental of SEE PARAGRAPH 34.1 and _____ /100 Dollars (\$ _____), except rental for the month of _____ 19 _____ shall be One Dollar (\$1.00)

payable monthly in advance on the first day of each and every calendar month, at the office of the Lessor or the Lessor's agent.

The Lessee covenants and agrees as follows:

1.1 Payment The Lessee will pay said monthly rental in lawful money of the United States at the office of the Lessor or Lessor's agent, in advance on the first day of each and every calendar month of said term. Rent for a part of a month shall be prorated in proportion to the number of days of the month included in the term of this lease.

1.2 Delivery of Possession ~~Should Landlord be unable to deliver possession of the Premises on the date fixed for the commencement of the term Tenant shall owe no rent until notice from Landlord tendering possession to Tenant. If possession is not so tendered within 45 days following commencement of the term, then Tenant may elect to cancel this lease by notice to Landlord within 10 days following expiration of the 45-day period. Landlord shall have no liability to Tenant for delay in delivering possession, nor shall such delay extend the term of this lease in any manner.~~ SEE PARAGRAPH 45.1

1.3 Unpaid Rent If rent is not paid within 10 days after it is due Lessor may at its option impose a late charge of \$ 0 Unpaid rent shall bear interest at the rate of 10 percent per annum from the date it is due until paid.

2.1 Use The Lessee will use and occupy said premises for General offices and clinic and for no other purposes; and the Lessee will at Lessee's own expense repair any damage caused by the Lessee or any of Lessee's employees or agents, or licencees or invitees.

2.2 Assignment and Sub-letting ~~The Lessee will not assign this lease or any interest hereunder, and will not permit any assignment hereof by operation of law, and will not sub-rent or sub-let said premises or any portion thereof, and will not permit the use or occupancy of said premises by other than the Lessee and his agents and employees of the Lessee, without first obtaining the written consent of the Lessor. SEE PARAGRAPH 46.1~~

2.3 Alterations ~~The Lessee will make no alterations in or additions to said premises without first obtaining the written consent of the Lessor, and all additions, improvements and fixtures (except the movable office furniture of the Lessee) made or added either by the Lessee or Lessor shall be and remain the property of the Lessor; provided, however, the Lessor may require that the Lessee remove upon termination of this lease any additions made or fixtures added by the Lessee at the Lessee's expense. SEE PARAGRAPH 43.1~~

- 2.4 Fees Prohibited** The Lessor will not use or permit in said premises anything that will increase the rate of fire insurance thereon or prevent the Lessor's taking advantage of any ruling of the Insurance Services Office of Oregon or its successors, which would allow the Lessor to obtain reduced rates on long term insurance policies; or maintain anything that may be dangerous to life or limb; or in any manner deface or injure said building or any portion thereof; or overload the floors; or permit any objectionable noise or odor to escape or to be emitted from said premises; or permit anything to be done upon said premises in any way tending to create a nuisance or to disturb any other tenants of the building, or to injure the reputation of the building; or to use or permit the use of said premises for lodging or sleeping purposes, or for any immoral or illegal purposes; and that the Lessee will comply at Lessee's own cost and expense with all orders, notices, regulations or requirements of any municipality, state or other governmental authority respecting the use of said premises.
- 3.1 Liability for Injury and Damage** The Lessor shall not be liable to the Lessee for damage to person or property resulting from the negligence of a co-tenant or anyone else other than the Lessor, or for any damage to person or property resulting from any condition of the premises or other cause, including but not limited to damage by water, not resulting from the negligence of the Lessor.
- 3.2** ~~The Lessee shall indemnify and save harmless the Lessor against and from any and all claims by or on behalf of any person, firm or corporation arising from the conduct or management of or from any work or thing whatsoever done by the Lessee or its agents, contractors, servants or employees in or about the demised premises or the building, and will further indemnify and save the Lessor harmless against and from any and all claims arising from any breach or default on the part of the Lessee in the performance of any covenant or agreement on the part of the Lessee to be performed, pursuant to the terms of this lease or arising from any act or negligence of the Lessee, or any of its agents, contractors, servants or employees, occurring during the term of this lease in or about the demised premises or the building, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon. In case any action or proceeding be brought against the Lessor by reason of any such claim, the Lessor may, at its option, require that the Lessee resist or defend such action or proceeding at the Lessee's own cost and expense and by counsel reasonably satisfactory to the Lessor.~~ See Paragraph 35.1.
- 4.1 Vacation or Abandonment** Upon vacation or abandonment of the premises by the Lessee without the written consent of the Lessor endorsed hereon, the Lessor may forthwith enter upon the premises or any portion thereof and re-let and otherwise exercise control over the same and that for the purpose of such re-letting the said Lessor is authorized at the cost of the Lessee to make any repairs, changes, alterations or additions in or to said demised premises which may be necessary in the opinion of the Lessor for the purpose of such re-letting, and such entry and control shall not release the Lessee from the obligations herein, but Lessee shall nevertheless remain liable and continue bound, unless the Lessor, at Lessor's election, shall cancel the lease, and in that event cancellation shall be effected and Lessor and Lessee released from all obligations thereunder thereafter to accrue, upon the mailing of such notice of cancellation by Lessor to Lessee at Lessee's last known address.
- 5.1 Admittance by Pass-key** The Lessor shall not be liable for the consequences of admitting by pass-key or refusing to admit to said premises the Lessee or any of the Lessee's agents or employee or other persons claiming the right of admittance.
- 6.1 Signs** No sign, picture, advertisement or notice shall be displayed, inscribed, painted or affixed to any of the glass or woodwork of the premises hereby demised, except such as shall be approved by the Lessor and shall be painted by a sign painter designated by the Lessor; that no signs or devices shall be hung on or placed against the windows of said premises nor on the exterior wall of the building; and that no furniture, curtain or other obstruction of any kind or size shall be placed before the glass partition dividing said premises from the corridors of said building.
- 7.1 Electrical and Mechanical Devices** The Lessee shall not, without Lessor's written consent, operate or install any electrical equipment or operate or install any machinery or mechanical device on said premises other than that normal to office use, a medical and dental clinic or office use.
- 8.1 Electrical Installations** No electric wiring, telegraph call boxes, or telegraphic, telephonic, or other electrical apparatus, including air conditioning equipment, shall be installed, maintained or operated on said premises except with the approval of and in a manner satisfactory to the Lessor; and in no event shall the Lessee overload the electrical circuits from which the Lessee obtains current.
- 9.1 Awnings** No awnings shall be attached to the outside of any windows of the premises hereby leased.
- 10.1 Windows** The Lessee shall not allow anything to be placed on the outside window ledges of said premises; and nothing shall be thrown out of the windows of said building by the Lessee or others.
- 11.1 Floor Coverings** Neither the Lessee nor or any other person, shall lay linoleum or other similar floor covering or attach or fix any covering to the walls or ceiling of the premises or any part thereof with paste material save and excepting one which may be easily removed with water. The use of cement or similar adhesive material is expressly prohibited. The tacking or fastening of any such material to the base board or molding is expressly prohibited. Prior to termination of this lease, Lessee, at its own expense, may remove any such floor, wall or ceiling coverings or materials, and upon so doing will restore the floor, wall or ceiling to the condition in which it existed at the time Lessee took possession under this lease. In the event Lessee removed such coverings and fails to restore the floor, walls or ceiling to that condition, Lessee on demand shall pay Lessor the cost of such restoration. If such covering is not removed prior to the termination of this lease the covering shall become and remain the property of Lessor.
- 12.1 Inspection of Premises** The Lessor and the Lessor's agents, janitors, workmen and engineers may retain and use a pass-key to the premises described herein to enable them to examine said premises from time to time with reference to any emergency or to the general maintenance of said premises, or for the purposes of exhibiting the same.
- 13.1 Care of Premises** The Lessee shall at all times take good care of the demised premises.
- 14.1 Surrender of Premises** At the expiration or sooner termination of this lease, the Lessee will surrender and deliver up said premises to the Lessor, or those having the Lessor's estate therein, in the same condition as the Lessee now receives said premises, ordinary wear and tear and damage by fire and the elements alone excepted.

- 15.1 **Action or Suit** If any suit, action or appeal thereof is instituted by either party for the enforcement of any covenant contained in this lease, the prevailing party shall recover, in addition to costs and disbursements, such attorneys' fees as the court may adjudge reasonable to be allowed in such suit or action or appeal thereof.
- 16.1 **Default Insolvency and Damages** ~~If the rent shall be in arrears for a period of ten (10) days; or if the Lessee fails to keep or perform any of the covenants or conditions of this lease; or if the leasehold interest of the Lessee shall be attached or levied on under execution; or if a petition is filed by Lessee for an arrangement with his creditors under Chapter II of the Bankruptcy Act; or if the Lessee shall be declared bankrupt or insolvent according to law; or if any assignment of the Lessee's property shall be made for the benefit of creditors, or otherwise, or if the Lessee fails to make prompt payment of any amounts due the Lessor in connection with the Lessee's occupancy of the premises, then, and in any of said events, the Lessor may at the Lessor's option at once, without notice to the Lessee or any other person, terminate this lease, and upon the termination of said lease at the option of the Lessor, as aforesaid, or at the expiration of this lease, and upon the termination of said lease by its terms, the Lessee will at once surrender possession of said premises to the Lessor and remove all the Lessee's effects therefrom; and if such possession be not immediately surrendered, the Lessor may forthwith enter into and on said premises and repossess them as of the Lessor's former estate and expel the Lessee, or those claiming under the Lessee, and remove the effects of any of them, forcibly if necessary, and lock said premises, without being deemed guilty in any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant; and that in such event the Lessee expressly waives the service of any notice of intention so to terminate this lease or to retake the premises, and waives service of any demand for payment of rent or for possession, and of any and every other notice or demand prescribed by any law of the State of Oregon.~~ See Paragraph 40.1.
- 16.2 ~~In the event of termination on default, the Lessor shall be entitled to request immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the lease term, any excess of the value of the Lessee's obligations under this lease, including the obligation to pay rent from the date of default until the end of the term over the reasonable rental value of the property for the same period figured as of the date of default, plus the reasonable costs of reentry and reletting, including, without limitation, the cost of any cleanup, refurbishing, removal of the Lessee's property and fixtures or any other expense occasioned by the Lessee's failure to quit the demised premises upon termination or to leave them in the required condition, any remodeling costs, attorneys' fees, court costs, broker commissions and advertising costs, plus the unpaid cost of any tenant improvements being amortized over the term of this lease, plus the amount of the loss of reasonable rental value from the date of default until a new tenant has been, or, with the exercise of reasonable diligence, could have been, secured.~~ See Paragraph 40.1.
- 17.1 **Liens** The Lessee shall not suffer or permit any mechanic's lien to be filed against the fee of the demised premises nor against the Lessee's leasehold interest in said premises by reason of work, labor, services or materials supplied or claim to have been supplied to the Lessee or anyone holding the demised premises or any part thereof through or under the Lessee, and nothing in this lease contained shall be deemed or construed in any way as constituting the consent or request of the Lessor, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of or to the demised premises or any part thereof, nor as giving the Lessee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanic's lien against the fee of the demised premises. If any such mechanic's lien shall at any time be filed against the demised premises, the Lessee shall cause the same to be discharged of record within 20 days after the date of filing the same.
- 18.1 **Light and Air** This lease does not grant any rights of access to light and air over property.
- 19.1 **Building Alterations and Repairs** In the event the Lessor, during the term of this Lease, shall be required by the City of Portland, the order or decree of any court, or any other governmental authority, to repair, alter, remove, reconstruct, or improve any part of the demised premises or of the building of which said premises are part, then such repairing, alteration, removal, reconstruction or improvement may be made by and at the expense of the Lessor without any interference or claim for damages by the Lessee, but there shall be such an abatement or adjustment of rent as shall be just in proportion to the interference with Lessee's occupation of the premises; and that the Lessor and Lessor's agents and employees shall have the right from time to time during the term of this lease to enter into and upon said premises for the purposes of maintaining said premises and making such alterations and repairs and doing such other things thereto and to the equipment or building in which said premises are located, as may become necessary or advisable, without any interference or claim for damages by the Lessee.
- 20.1 **Damage to Premises** In case the leased premises, or the building in which they are located, shall be destroyed or damaged by fire or other casualty, making the premises or building untenable, the Lessor may at Lessor's option, exercised within thirty (30) days from the happening of the casualty, elect to terminate this lease or to repair said damages. If the Lessor does not so elect to repair said damages, or the building containing said premises shall have been wholly destroyed, the lease may be terminated by either party as of the date of such damage. If the Lessor elects to repair said damages the Lessor shall at its own expense promptly repair the damages to said leased premises, and the Lessee shall be entitled to an abatement of the rent, or a fair and just proportion thereof, according to the nature of the damage sustained, until said premises have been made fit for occupancy and use.
- 20.2 If the Lessor becomes obligated to repair or reconstruct the premises or the building in which they are located, the Lessor shall be relieved of such obligation and the Lessor may terminate this lease if the Lessor is unable to obtain the necessary labor or materials, or if the Lessor is unable to perform such obligation due to any cause beyond its control, including, but not limited to, strikes, lockouts and labor disturbances, acts of civil or military authorities, restrictions by municipal authorities, restrictions by municipal ordinances or federal or state statutes, and military activity.
- 21.1 **Eminent Domain** If the premises or the building in which the same are located, or any part thereof, shall be taken or acquired by any municipal or other corporation having the right of eminent domain, either under said right or by purchase without the exercise of said right, the Lessor may at its option terminate this lease without paying any consideration to the Lessee, except that any unearned rental in its possession shall be refunded.

- 22.1 **Holding Over** If the Less. shall hold over after the expiration of the term of lease, and shall not have agreed in writing with the Lessor upon the terms and provisions of a new lease prior to such expiration, the Lessee shall remain bound by all the terms, covenants and agreements hereof, except that the tenancy shall be one from month to month.
- 23.1 **Electric Service** The Lessor shall furnish electric current and lamps for light in such quantity and of such wattage as in the Lessor's opinion shall be necessary; and if the tenant demands additional electric service, it is understood that the same shall be paid for at the public utility's regular scheduled rate.
- 24.1 **Elevator Service, Heat, Janitor Service** ~~Elevator service and heat and janitor service will be furnished in accordance with the regular schedule of the building; but that failure to furnish elevator service, light or heat or janitor service, when such failure is caused by accidents, strikes or other causes beyond the reasonable control of the Lessor, shall not make for an abatement of rent, nor release the Lessee from the prompt fulfillment of any of the covenants of the Lessee under this lease or render the Lessor liable for damages therefor. SEE PARAGRAPH 44.1~~
- 24.2 ~~Lessor may change such schedule of janitorial service, or the nature and extent of such service, whenever Lessor shall deem such change necessary, desirable or expedient. Lessee shall be solely responsible for the professional cleaning and upkeep of any and all carpeting and drapery installed in the premises. SEE PARAGRAPH 44.1~~
- 25.1 **Air Conditioning** If the monthly rental rate herein stipulated includes air conditioning to be provided by the Lessor it is understood and agreed that such air conditioning will be furnished in accordance with the regular schedule of the building, but that failure to furnish air conditioning, when such failure is caused by accidents, strikes or other causes beyond the reasonable control of the Lessor, shall not make for an abatement of rent, nor release the Lessee from the prompt fulfillment of any of the covenants of the Lessee under this lease or render the Lessor liable for damages therefor. *Cooling shall be provided to lower the outside temperature 20 degrees Fahrenheit.
- 25.2 **Hours of Operation** Hours of operation for heating, ventilating and air conditioning equipment shall be from 7 A.M. to 6 P.M. Monday through Friday, except Holidays; and from ~~from~~ A.M. to P.M. Saturday, except Holidays. OR as mutually agreed to accommodate special clinics.
- 26.1 **Furniture and Bulky Articles** Safes, furniture or bulky articles shall be moved in or out of said premises only at such hours and in such manner as shall least inconvenience other tenants, and as the Lessor shall decide; and no safe or other article of over 1,000 pounds shall be moved into said premises without the consent of the Lessor, the Lessor to have the right to fix the position of any article of weight in said premises.
- 27.1 **Regulations** The Lessor, for the proper maintenance of said building, the rendering of good service, and the providing of safety, order and cleanliness may make and enforce regulations appropriate for such purposes but not in enlargement of or inconsistent with the terms, covenants and conditions of this lease.
- 28.1 **Waiver of Breach of Covenant** Any waivers shall be in writing. The covenants of this lease are continuing covenants and the waiver by the Lessor of breaches of said covenants shall not be deemed a waiver of subsequent breaches thereof.
- 29.1 **Modification** This lease may not be modified except by endorsement in writing attached to this lease, dated and signed by all the parties hereto, and Lessor shall not be bound by any oral or written statement of any servant, agent, or employee modifying this lease.
- 30.1 **Parties Affected** The rights, liabilities, and remedies provided for herein shall extend to the heirs, legal representatives, successors and, so far as the terms of this lease permit, assigns of the parties hereto, and the words "Lessor" and "Lessee" and their accompanying verbs or pronouns, wherever used in this lease, shall apply equally to all persons, firms or corporations which may be or become parties hereto.
- 31.1 **Waiver of Subrogation** Lessor shall be responsible for insuring the Premises and Tenant for insuring its personal property and trade fixtures located on the Premises. Neither party shall be liable to the other for any loss or damage caused by water damage, sprinkler leakage, or any of the risks covered by a standard fire insurance policy with an extended coverage endorsement, and there shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss.
- 32.1 **Subordination** This lease shall be subject and subordinate to such liens and encumbrances as are now on or as lessor may hereafter impose on the land and building, and the lessee shall upon request of lessor, execute and deliver agreements of subordination consistent herewith.
- 33.1 **Rental Adjustment** Whenever, for any ^{fiscal} calendar year, lessor's operating and maintenance costs* are greater than the operating and maintenance costs for the prior ^{fiscal} calendar year, then the monthly rental for the next succeeding ^{fiscal} calendar year may be increased, effective as of ^{July 1st} January 1st of each succeeding year, over the rental specified by an amount representing one-twelfth of such proportion of such increase in costs as is measured by the ratio between the floor area of the leased premises and the total rentable floor area of said building. For the purposes hereof, the term "operating and maintenance costs" shall include all costs of operation and maintenance as determined by standard accounting practices and shall include the following costs by way of illustration, but not limitation: Real estate taxes and assessments, insurance premiums, licenses, permit and inspection fees; the costs of wages, materials and services for the operation and maintenance of the building, but shall not include alterations and depreciation. replacement of the roof, exterior walls or mechanical equipment, (e.g., heating units, air conditioning units and elevator). The Lessee shall have the opportunity to review all elements of alleged cost increases. The base year shall be from July, 1984 to June 30, 1985, unless occupancy shall occur after July 1, 1984, then the base year shall be one year from the date of occupancy.

* for the 18,600 square foot premises herein leased together with entry ways and roof over the leased premises,

** or the cost

34.1 MONTHLY
RENTAL:

The monthly rental due shall be determined as follows. The base rent shall be \$10.00 per square foot per year based on a full floor space of approximately 18,600 square feet. Provided, however, if the cost of janitorial services, including supplies and utilities including gas, electricity, refuse removal and water and sewer shall exceed \$2.00 per square foot in the first full year, Lessee shall pay to Lessor as additional rent the cost of said services in excess of \$2.00 per square foot. These costs are specific to the square footage occupied by the Lessee.

35.1 LIABILITY:

Lessee is a public body and liable for the torts of its employees and agents pursuant to the Oregon Tort Claims Act.

36.1 LEASE
CANCELLATION:

It is understood and agreed that the Lessee may cancel said agreement by giving the Lessor not less than ninety days prior written notice of such intent if the program funding to maintain a county health center at the Walnut Park location is not provided by the Multnomah County Board of Commissioners. In the event program funding is not provided by the Board of Commissioners, every effort will be made to renegotiate the terms of this agreement for a reduced rate and/or reduced total square footage. The provisions of this cancellation clause will not be used to provide an opportunity for cancellation of this agreement for the purpose of leasing alternative health center space at another location in Northeast Portland where services would be provided at the same level as at Walnut Park.

37.1 PROPERTY TAXES:

Under the provisions of ORS 307.112 certain real property tax savings resulting from the exemption of the property leased herein may accrue to the building. The tax savings resulting from the exemption under such statute shall be attributed to benefit the Lessee by a monthly reduction in the rent equal to the annual savings caused by the exemption divided by eight.

The amount of the rental offset shall be determined annually in November by multiplying the exempt value by the current tax rate, divided by eight, and then applying the reduction to the lease payments, November through June, coincident with the tax year in question.

38.1 TENANT
IMPROVEMENTS:

The Lessor agrees to provide at their sole cost and expense all improvements listed in Exhibit "A". The Lessee will contract for the preparation of final detailed architectural plans and materials specifications as the elaboration of Exhibit "A".

39.1 APPROVAL OF
FINANCING:

This lease is contingent on the approval of adequate financing which is to be obtained by the Lessor.

40.1 DEFAULT, INSOL-
VENCY AND DAMAGES:

The occurrence of any of the following shall constitute a material default and breach of this lease by Lessee:

- a. Any failure by Lessee to pay the rental or to make any other payment required to be made by Lessee hereunder where such failure continues for ten (10) days following written notice that such is due from the Lessor.
- b. The abandonment or vacation of the leased premises by Lessee.
- c. A failure by Lessee to observe and perform any other provision of this lease to be observed or performed by Lessee, where such failure continues for thirty (30) days after written notice thereof by Lessor to Lessee specifying the nature of such default; provided, however, that if the nature of the default is such that the same cannot reasonably be cured within the thirty (30) day period allowed, Lessee shall not be deemed to be in default if Lessee shall, within such period, commence to cure and thereafter diligently prosecute the same to completion.

41.1 CONSTRUCTION
MANAGER:

During construction of the work, the County shall supply at its own expense a Construction Project Manager to act as the County's representative. The Construction Project Manager shall monitor construction to ensure that final plan design and standards are adhered to. Both parties acknowledge that final plans will be provided by the County (Lessee) (see 38.1 above). The Construction Project Manager shall observe the construction and shall have the sole authority to request changes in the work that may be desired by the County, including changes that may affect the construction cost. In return, the Lessor agrees that all changes in the work desired by the Lessor during construction be approved by the Construction Project Manager prior to implementation. Any changes shall be subject to the final approval of the Lessor or his agent. All change requests (from both Lessee and Lessor) must be submitted in writing. All approvals of changes must be documented in writing.

If construction is not performed to specifications included in final plans provided by the Lessee and/or as per authorized and documented changes in those plans, this agreement shall be null and void.

42.1 COST OF
IMPROVEMENTS:

This lease shall be subject to a bid not to exceed a cost of \$560,000.00 for all tenant improvements. The plans and specifications provided by the Lessee (see section 38.1) shall be the basis of bids solicited by the Lessor or his agents. If the total construction bid exceeds this figure, either Lessor or Lessee shall have the right to rescind this lease.

42.2

If the total cost of the tenant improvements is less than \$560,000.00, the savings shall be split on an equal basis between the Lessee and Lessor. Any sums passed through to the Lessee shall be amortized over the term of the lease.

42.1 ALTERATIONS:

After occupancy, the Lessee will make no alterations in or addition to said premises without first obtaining the written consent of the Lessor, and all additions, improvements and fixtures (except the movable shelving cabinets and office furniture of the Lessee) made or added either by the Lessee or Lessor shall be and remain the property of the Lessor; provided, however, the Lessor may require that the Lessee remove upon termination of this lease any additions made or fixtures added by the Lessee at the Lessee's expense. Attached or affixed personal property added to the premises will remain the property of the Lessee. The Lessee will bear full responsibility for the maintenance and repair of such property and will restore the premises if said property is removed at Lessee's expense.

44.1 ELEVATOR SERVICE,
HEAT, JANITOR
SERVICE:

Elevator service and heat to a temperature of at least 50 degrees Farenheit above that of the outside air temperature and janitor service will be furnished by the Lessor in accordance with the regular schedule of the building; but that failure to furnish elevator service, light or heat or janitor service, when such failure is caused by accidents, strikes or other causes beyond the reasonable control of the Lessor, shall not make for an abatement of rent, nor release the Lessee from the prompt fulfillment of any of the covenants of the Lessee under this lease or render the Lessor liable for damages therefore. The Lessee will be provided with the opportunity to examine and approve the janitorial service schedule for the building to ensure the adequacy of service for a clinic facility.

Lessor may change such schedule of janitorial service, or the nature and extent of such service, whenever Lessor shall deem such change necessary, desirable or expedient. Lessee shall be solely responsible for the professional cleaning and up-keep of any and all carpeting and drapery installed in the premises.

45.1 DELIVERY OF
POSSESSION:

Should Landlord be unable to deliver possession of the Premises on the date fixed for the commencement of the term Tenant shall own no rent until notice from Landlord tendering possession to Tenant. Landlord shall have no liability to Tenant for delay in delivering possession, nor shall such delay extend the term of this lease in any manner. Possession shall be tendered upon mutual acceptance of remodeling by both Lessor and Lessee.

46.1 ASSIGNMENT AND
SUB-LETTING:

The Lessee will not assign this lease or any interest hereunder, and will not permit any assignment hereof by operation of law, and will not sub-rent or sub-let said premises or any portion thereof, and will not permit the use or occupancy of said premises by other than the Lessee and his agents and employees of the Lessee without first obtaining the written consent of the Lessor. Written consent of the Lessor will not be unreasonably withheld. The Lessee may sub-rent or sub-lease said premises or a portion thereof to private non-profit or government agencies for the purpose(s) of offering health or social services without obtaining permission from the Lessor provided that no fee in excess of maintenance and operating costs is charged and such use shall not be allowed to adversely effect Lessor or other tenants of the Walnut Park Shopping Center. Notification of intent to sub-rent or sub-lease for these purposes shall be provided to the Lessor.

47.1 PARKING:

Lessor shall provide 176 parking spaces which shall be shared on a non-exclusive basis with other tenants of the Walnut Park Shopping Center.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate at the place and on the day and year first herein written, any corporate signature being by authority of the Board of Directors.

URBAN EQUITIES, INC.

[Handwritten Signature]

Lessor

MULTNOMAH COUNTY, a Home Rule Sub-division of the State of Oregon.

[Handwritten Signature]

Lessee

Norris & Stevens
Realtors

*Commercial Leasing, Sales
and Property Management*

*610 S.W. Broadway
Portland, Oregon 97205*



APPROVED AS TO FORM:
BY *[Signature]*
Deputy

OFFICE LEASE

This lease, made and entered into at Portland, Oregon, this 22nd day of

January, 19 91, by and between

LANDLORD: Urban Equities, Inc.

and TENANT: Multnomah County

Landlord hereby leases to Tenant the following

approximately 15,542 square feet; see attached Exhibit A (the

Premises in the Walnut Park Building building

(the Building) at 5315 NE Martin Luther King Boulevard

Portland, Oregon, for a term commencing March 1, 1991

and continuing through February 28, 19 96; at a Base Rental of

\$14,222.92 (U.S.) per month payable in advance on the day

of each month commencing March 1, 1991

Landlord and Tenant covenant and agree as follows:

Delivery of Possession

Should Landlord be unable to deliver possession of the Premises on the date fixed for the commencement of the term, commencement will be deferred and Tenant shall owe no rent until notice from Landlord tendering possession to Tenant. If possession is not so tendered within 90 days following commencement of the term, then Tenant may elect to cancel this lease by notice to Landlord within 10 days following expiration of the 90-day period. Landlord shall have no liability to Tenant for delay in delivering possession, and shall such delay extend the term of this lease in any manner. *

Rent Payment

Tenant shall pay the Base Rent for the Premises and any additional rent provided herein without deduction or offset. Rent for any partial month during the lease term shall be prorated to reflect the number of days during the month that Tenant occupies the Premises. Additional rent means amounts determined under paragraphs 19.1 and 19.3 of this Lease and any other sums payable by Tenant to Landlord under this Lease. Rent not paid when due shall bear interest at the rate of one-and-one-half percent per month until paid. Landlord may at its option impose a late charge of \$.05 for each \$1 of rent for rent payments made more than 10 days late in lieu of interest for the first month of delinquency, without waiving any other remedies available for default.

Lease Consideration

Upon execution of the lease Tenant has paid the Base Rent for the first full month of the lease term for which rent is payable and in addition has paid the sum of \$ as lease consideration. Landlord may apply the lease consideration to pay the cost of performing any obligation which Tenant fails to perform within the time required by this lease, but such application by Landlord shall not be the exclusive remedy for Tenant's default. If the lease consideration is applied by Landlord, Tenant shall on demand pay the sum necessary to replenish the lease consideration to its original amount. To the extent not applied by Landlord to cure defaults by Tenant, the lease consideration shall be applied against the rent payable for the last month of the term. The lease consideration shall not be refundable.

Please initial
[Signature] Landlord
[Signature] Tenant

* If possession occurs after the above commencement date, then the expiry date shall be changed so that it is sixty (60) months after the possession date.

205 - 20 11

Tenant shall use the Premises as business offices for office & activity center for citizens. and for no other purpose without Landlord's written consent. In connection with its use, Tenant shall at its expense promptly comply with all applicable laws, ordinances, rules and regulations of any public authority and shall not annoy, obstruct, or interfere with the rights of other tenants of the Building. Tenant shall create no nuisance nor allow any objectionable fumes, noise, or vibrations to be emitted from the Premises. Tenant shall not conduct any activities that will increase Landlord's insurance rates for any portion of the Building or that will in any manner degrade or damage the reputation of the Building.

Equipment

Tenant shall install in the Premises only such office equipment as is customary for general office use and shall not overload the floors or electrical circuits of the Premises or Building or alter the plumbing or wiring of the Premises or Building. Landlord must approve in advance the location and manner of installing any electrical, heat generating or communication equipment or exceptionally heavy articles. Any additional air conditioning required because of heat generating equipment or special lighting installed by Tenant shall be installed and operated at Tenant's expense.

Signs

No signs, awnings, antennas, or other apparatus shall be painted on or attached to the Building or anything placed on any glass or woodwork of the Premises or positioned so as to be visible from outside the Premises without Landlord's written approval as to design, size, location, and color. All signs installed by Tenant shall comply with Landlord's standards for signs and all applicable codes and all signs and sign hardware shall be removed upon termination of this lease with the sign location restored to its former state unless Landlord elects to retain all or any portion thereof.

Utilities and Services

Landlord will furnish heat, electricity, elevator service, and if the Premises are air conditioned, air conditioning during the normal Building hours of 8:00 AM to 6:00 PM, Monday through Friday, except holidays and 8:00 AM to 12:00 noon Saturdays, except holidays. Janitorial service will be provided in accordance with the regular schedule of the Building, which schedule and service may change from time to time. Tenant shall comply with all government laws or regulations regarding the use or reduction of use of utilities on the Premises. Interruption of services or utilities shall not be deemed an eviction or disturbance of Tenant's use and possession of the Premises, render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this lease, but Landlord shall take all reasonable steps to correct any interruptions in service. Electrical service furnished will be 110 volts unless different service already exists in the Premises.

Extra Usage

If Tenant uses excessive amounts of utilities or services of any kind because of operation outside of normal Building hours, high demands from office machinery and equipment, nonstandard lighting, or any other cause, Landlord may impose a reasonable charge for supplying such extra utilities or services, which charge shall be payable monthly by Tenant in conjunction with rent payments. In case of dispute over any extra charge under this paragraph, Landlord shall designate a qualified independent engineer whose decision shall be conclusive on both parties. Landlord and Tenant shall each pay one-half of the cost of such determination.

Maintenance and Repair

Landlord shall have no liability for failure to perform required maintenance and repair unless written notice of the needed maintenance or repair is given by Tenant and Landlord fails to commence efforts to remedy the problem in a reasonable time and manner. Landlord shall have the right to erect scaffolding and other apparatus necessary for the purpose of making repairs, and Landlord shall have no liability for interference with Tenant's use because of repairs and installations. Tenant shall have no claim against Landlord for any interruption or reduction of services or interference with Tenant's occupancy, and no such interruption or reduction shall be construed as a constructive or other eviction of Tenant. Repair of damage caused by negligent or intentional acts or breach of this lease by Tenant, its employees or invitees shall be at Tenant's expense.

Alterations

Tenant shall not make any alterations, additions, or improvements to the Premises, change the color of the interior, or install any wall or floor covering without Landlord's prior written consent. Any such additions, alterations, or improvements, except for removable machinery and unattached movable trade fixtures, shall at once become part of the realty and belong to Landlord. Landlord may at its option require that Tenant remove any alterations and restore the Premises to the original condition upon termination of this lease. Landlord shall have the right to approve the contractor used by Tenant for any work in the Premises, and to post notices of nonresponsibility in connection with any work being performed by Tenant in the Premises.

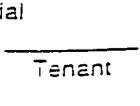
Indemnity

~~Tenant shall not allow any liens to attach to the Building or Tenant's interest in the Premises as a result of its activities. Tenant shall indemnify and defend Landlord from any claim, liability, damage, or loss occurring on the Premises, arising out of any activity by Tenant, its agents, or invitees or resulting from Tenant's failure to comply with any term of this lease. Landlord shall have no liability to Tenant because of loss or damage caused by the acts or omissions of other Tenants of the Building, or by third parties.~~

Insurance

~~Tenant shall carry liability insurance with the following limits:
which insurance shall have an endorsement naming Landlord and Landlord's agent, if any, as an insured and covering the liability insured under paragraph 7.1 of this lease. Tenant shall furnish a certificate evidencing such insurance which shall state that the coverage shall not be cancelled or materially changed without 10 days advance notice to Landlord and Landlord's agent, if any, and a renewal certificate shall be furnished at least 10 days prior to expiration of any policy.~~

Lessee is a self-insured public body, liable for the torts of its employees, agents and invitees pursuant to the Oregon Torts Claim Act.

Please initial
 Landlord
 Tenant

(c) Landlord may make any payment or perform any obligation which Tenant has failed to perform, in which case Landlord shall be entitled to recover from Tenant upon demand all amounts so expended, plus interest from the date of the expenditure at the rate of one-and-one-half percent per month. Any such payment or performance by Landlord shall not waive Tenant's default.

Surrender

On expiration or early termination of this lease Tenant shall deliver all keys to Landlord and surrender the Premises broom clean and in the same condition as at the commencement of the term subject only to reasonable wear from ordinary use. Tenant shall remove all of its furnishings and trade fixtures that remain its property and restore all damage resulting from such removal. Failure to remove shall be an abandonment of the property, and Landlord may dispose of it in any manner without liability. If Tenant fails to vacate the Premises when required, including failure to remove all its personal property, Landlord may elect either: (i) to treat Tenant as a tenant from month to month, subject to the provisions of this lease except that rent shall be one-and-one-half times the total rent being charged when the lease term expired; or (ii) to eject Tenant from the Premises and recover damages caused by wrongful holdover.

Regulations

Landlord shall have the right (but shall not be obligated) to make, revise and enforce regulations or policies consistent with this lease for the purpose of promoting safety, order, economy, cleanliness, and good service to all tenants of the Building. All such regulations and policies shall be complied with as if part of this lease.

Access

During times other than normal Building hours Tenant's officers and employees or those having business with Tenant may be required to identify themselves or show passes in order to gain access to the Building. Landlord shall have no liability for permitting or refusing to permit access by anyone. Landlord shall have the right to enter upon the Premises at any time by passkey or otherwise to determine Tenant's compliance with this lease, to perform necessary services, maintenance and repairs to the Building or the Premises, or to show the Premises to any prospective tenant or purchasers. Except in case of emergency such entry shall be at such times and in such manner as to minimize interference with the reasonable business use of the Premises by Tenant.

Furniture and Bulky Articles

Tenant shall move furniture and bulky articles in and out of the Building or make independent use of the elevators only at times approved by Landlord following at least 24 hours' written notice to Landlord of the intended move. Landlord will not unreasonably withhold its consent under this paragraph.

Notices

Notices between the parties relating to this lease shall be in writing, effective when delivered, or if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated in this lease or to such other address as either party may specify by notice to the other. Notice to Tenant may always be delivered to the Premises. Rent shall be payable to Landlord at the same address and in the same manner, but shall be considered paid only when received.

Subordination

This lease shall be subject and subordinate to any mortgages, deeds of trust, or land sale contracts (hereafter collectively referred to as encumbrances) now existing against the Building. At Landlord's option this lease shall be subject and subordinate to any future encumbrance hereafter placed against the Building (including the underlying land) or any modifications of existing encumbrances, and Tenant shall execute such documents as may reasonably be requested by Landlord or the holder of the encumbrance to evidence this subordination.

Transfer of Building

If the Building is sold or otherwise transferred by Landlord or any successor, Tenant shall attorn to the purchaser or transferee and recognize it as the lessor under this lease, and, provided the purchaser assumes all obligations hereunder, the transferor shall have no further liability hereunder.

Estoppels

Either party will within 20 days after notice from the other execute, acknowledge and deliver to the other party a certificate certifying whether or not this lease has been modified and is in full force and effect; whether there are any modifications or alleged breaches by the other party; the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent; and any other facts that may reasonably be requested. Failure to deliver the certificate within the specified time shall be conclusive upon the party of whom the certificate was requested that the lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate. If requested by the holder of any encumbrance, or any ground lessor, Tenant will agree to give such holder or lessor notice of and an opportunity to cure any default by Landlord under this lease.

Attorneys' Fees

In any litigation arising out of this lease, the prevailing party shall be entitled to recover attorneys' fees at trial and on any appeal.

Quiet Enjoyment

Landlord warrants that so long as Tenant complies with all terms of this lease it shall be entitled to peaceable and undisturbed possession of the Premises free from any eviction or disturbance by Landlord. Landlord shall have no liability to Tenant for loss or damages arising out of the acts of other tenants of the Building or third parties, nor any liability for any reason which exceeds the value of its interest in the Building.

Landlord

Tenant

Please initial

1.1 Additional Rent-Tax Adjustment Whenever for any calendar year the real property taxes levied against the Building and its underlying land (and any tax levied wholly or partially in lieu thereof) exceed those levied during the calendar year in which this lease commenced, then the monthly rental for the next succeeding calendar year shall be increased by one-twelfth of such tax increase times Tenant's proportionate share. "Real property taxes" as used herein means all taxes and assessments of any public authority against the Building and the land on which it is located and the cost of contesting any tax. If any portion of the Building is occupied by a tax-exempt tenant so that the Building has a partial tax exemption under ORS 307.112 or a similar statute, then real property taxes shall mean taxes computed as if such partial exemption did not exist. If a separate assessment or identifiable tax increase arises because of improvements to the Premises, then Tenant shall pay 100 percent of such increase.

1.2 Tenant's Proportionate Share "Tenant's proportionate share" as used herein means the area of the Premises, divided by the total area of the Building (not including basement storage space), with area determined using one of the methods of building measurement defined by the Building Owners and Managers Association (BOMA). Tenant's proportionate share as of the lease commencement date shall be 20.74% percent.

1.3 Additional Rent-Operating Expense Adjustment Tenant shall pay as additional rent its proportionate share, as defined in 19.2, of the amount by which operating expenses for the Building increase over those experienced by Landlord during the calendar year when this lease commenced (base year). As of January 1 of each year Landlord shall estimate the amount by which operating expenses are expected to increase, if any, over those incurred in the base year. Monthly rental for the year shall be increased by one-twelfth of Tenant's share of the estimated increase. Following the end of each calendar year, Landlord shall compute the actual increase in operating expenses and bill Tenant for any deficiency or credit Tenant with any excess collected. As used herein "operating expenses" shall mean all costs of operating and maintaining the Building as determined by standard real estate accounting practice, including, but not limited to: all water and sewer charges; the cost of steam, natural gas, electricity provided to the Building; janitorial and cleaning supplies and services; administration costs and management fees; superintendent fees; security services, if any; insurance premiums; licenses, permits for the operation and maintenance of the Building and all of its component elements and mechanical systems; the annual amortized capital improvement cost (amortized over such a period as Lessor may select but not shorter than the period allowed under the Internal Revenue Service Code and at a current market interest rate) for any capital improvements to the Building required by any governmental authority or those which have a reasonable probability of improving the operating efficiency of the Building.

3.1 Complete Agreement This lease and the attached Exhibits and Schedules, if any, constitute the entire agreement of the parties and supersede all prior written and oral agreements and representations. Neither Landlord nor Tenant is relying on any representations other than those expressly set forth herein.

Addendum attached.

Reviewed:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By: _____

Date: _____

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this lease as of the day and year first written above.

LANDLORD: Urban Equities, Inc.

By Urban Equities Inc.

Address for notices: c/o Norris & Stevens, Inc.
610 SW Broadway, Suite 200
Portland, Oregon 97205

Name: [Signature]

Title: [Signature]

TENANT: Multnomah County

By _____

Address for notices: 2505 SE Eleventh

Name: _____

Portland, Oregon 97202

Title: _____

ADDENDUM

Addendum to that lease dated January 22, 1991, by and between Urban Equities, Inc., Lessor, and Multnomah County, Lessee.

1. Option:

Lessor grants lessee an option to extend said lease for a term of four years, commencing March 1, 1996, and expiring on February 28, 2000. Lessee shall notify Lessor in writing of its intention to exercise this option not less than ninety (90) days and not more than one hundred eighty (180) days prior to the expiration of the lease. All terms and conditions shall remain the same, except the rental rate, which shall be negotiated between Lessor and Lessee, but in no event shall the new rent be less than \$11,008.92 plus any operating expenses passed through to Lessee throughout the term of the original lease presently being paid. If the possession date and expiry date are changed in accordance with paragraph 1.1, then the above dates for commencement and expiration of the option shall be changed accordingly.

2. Property Taxes:

Under the provisions of ORS 307.112, certain real property tax savings resulting from the exemption of the property leased herein may accrue to the building. The tax savings resulting from the exemption under such statute shall be attributed to benefit the Lessee by a monthly reduction in the rent equal to the annual savings caused by the exemption divided by eight.

The amount of the rental offset shall be determined annually in November by multiplying the exempt value by the correct tax rate, divided by eight, and applying the reduction to the lease payments due in November through June coincident with the tax year in question.

3. First Right of Refusal:

Lessee shall have the first right of refusal to buy the Walnut Park Office Building, located at 5315 NE Martin Luther King Jr. Boulevard. Upon written notice by Lessor (or Lessor's agent) to Lessee that Lessor has received a bona fide offer to buy said building, Lessee shall have thirty (30) days to meet or better said offer. If Lessee chooses to meet or better said offer, Lessee and Lessor shall be bound by the terms and conditions in the offer or such other terms as may be acceptable to Lessor. If Lessee does not within the thirty (30) day period accept the offer, Lessor is free to enter into the transaction as outlined in the bona fide offer and Lessee shall have no further claim or rights to the building offered, or claim against Lessor. Lessee's first right of refusal shall be reinstated if Lessor is unable to conclude the sale.

4. Amortization of Tenant Improvements:

Lessor and Lessee agree that the tenant improvement allowance provided by Lessor is \$144,481. This sum is in addition to \$55,000 paid by Lessor towards tenant improvements as referred in paragraph 5 below. \$144,481 shall be amortized over the term of the lease at 12% per annum in the amount of \$3,213.90 per month. The sum of \$3,213.90 combined with the monthly rent of \$11,008.92 equals \$14,222.82, which is the base monthly rent due on the first day of the month of the lease term, plus any rental adjustments herein. Lessor agrees to recalculate the monthly amortization of the tenant improvement allowance if Lessee makes a lump sum payment to reduce the tenant improvement allowance balance. Said recalculation shall be based upon the remaining unpaid principle balance of tenant improvement allowance at the time of payment less the payment tendered, and the new tenant improvement balance shall be amortized over the remaining month of the lease, using a 12% per annum interest rate. This new monthly amortization amount shall be added to the monthly rental rate of \$11,008.92, plus any amounts of rental adjustments herein to determine a new base rent for the remainder of the lease term.

5. Lessee will make a cash payment of \$55,000 in addition to the first month's rent. Said payment shall be applied against the tenant improvement costs.
6. Lessee accepts responsibility for the cost of repair and/or replacement of exterior window glass, which is part of their leased premises.
7. Non-Recordation:

Neither party shall record this lease or any memoranda based hereon. Any attempt to do so shall constitute a material breach of the lease.
8. Upon execution of this lease by Lessee and Lessor, it is agreed and understood by Lessee and Lessor that lease dated November 7, 1990, shall be null and void.

The signatures affixed below signify approval and acceptance of the foregoing lease proposal.

APPROVED AND ACCEPTED

BY: Gladys McCoy DATE: 3/11/91
Gladys McCoy
Multnomah County Chair

BY: [Signature] DATE: 3/29/91
Urban Equities, Inc.

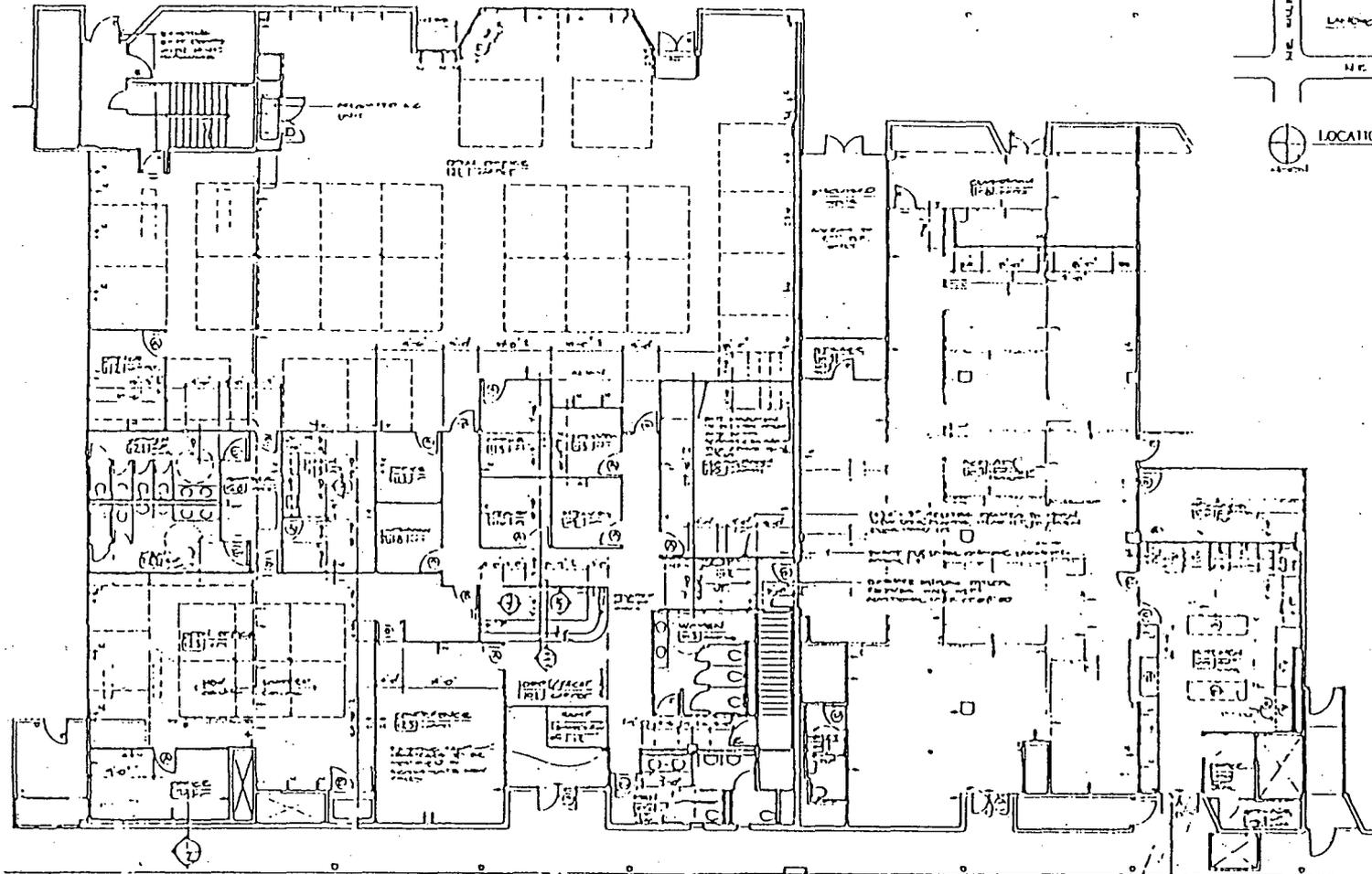
Reviewed:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

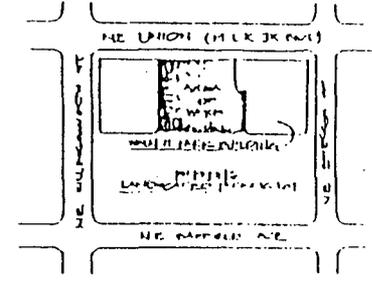
BY: [Signature]

Date: 2/12/91

Exhibit A



FIRST FLOOR PLAN



LOCATION MAP

OFFICE LEASE

This lease, made and entered into at Portland, Oregon, this 25th day of March, 19 91, by and between LANDLORD: Urban Equities, Inc. and TENANT: Mid-K Beauty Supply, Inc. an Illinois Corporation

Landlord hereby leases to Tenant the following approximately 5,636 square feet located at 5411 NE Martin Luther King Jr. Blvd, Portland, Oregon (the Premises in the Walnut Park Building building (the Building) at 5411 NE Martin Luther King Jr. Blvd. Portland, Oregon, for a term commencing May 1, 19 91, and continuing through April 30, 19 96; at a Base Rental of \$ see rent schedule in Addendum (U.S.) per month payable in advance on the day of each month commencing May 1, 1991.

Landlord and Tenant covenant and agree as follows:

- 1.1 Delivery of Possession: Should Landlord be unable to deliver possession of the Premises on the date fixed for the commencement of the term, commencement will be deferred and Tenant shall owe no rent until notice from Landlord tendering possession to Tenant. If possession is not so tendered within 90 days following commencement of the term, then Tenant may elect to cancel this lease by notice to Landlord within 10 days following expiration of the 90-day period. Landlord shall have no liability to Tenant for delay in delivering possession, nor shall such delay extend the term of this lease in any manner. For each day past commencement day until Lessor is able to deliver possession Lessor grants Lessee an additional day of free rent.
2.1 Rent Payment: Tenant shall pay the Base Rent for the Premises and any additional rent provided herein without deduction or offset. Rent for any partial month during the lease term shall be prorated to reflect the number of days during the month that Tenant occupies the Premises. Additional rent means amounts determined under paragraphs 19.1 and 19.3 of this Lease and any other sums payable by Tenant to Landlord under this Lease. Rent not paid when due shall bear interest at the rate of one-and-one-half percent per month until paid. Landlord may at its option impose a late charge of \$.05 for each \$1 of rent for rent payments made more than 10 days late in lieu of interest for the first month of delinquency, without waiving any other remedies available for default.
3.1 Lease Consideration: Upon execution of the lease Tenant has paid the Base Rent for the first full month of the lease term for which rent is payable and in addition has paid the sum of \$ 3,600.00 as lease consideration. Landlord may apply the lease consideration to pay the cost of performing any obligation which Tenant fails to perform within the time required by this lease, but such application by Landlord shall not be the exclusive remedy for Tenant's default. If the lease consideration is applied by Landlord, Tenant shall on demand pay the sum necessary to replenish the lease consideration to its original amount. To the extent not applied by Landlord to cure defaults by Tenant, the lease consideration shall be applied against the rent payable for the last month of the term. The lease consideration shall not be refundable.

Please initial Landlord Tenant

*to that available under paragraph 21.1 of the Addendum attached hereto.

tail of beauty supplies, hair and skin care products and small gift items. *PK*

4.1 Use

Tenant shall use the Premises as business offices for and for no other purpose without Landlord's written consent. In connection with its use, Tenant shall at its expense promptly comply with all applicable laws, ordinances, rules and regulations of any public authority and shall not annoy, obstruct, or interfere with the rights of other tenants of the Building. Tenant shall create no nuisance nor allow any objectionable fumes, noise, or vibrations to be emitted from the Premises. Tenant shall not conduct any activities that will increase Landlord's insurance rates for any portion of the Building or that will in any manner degrade or damage the reputation of the Building.

4.2 Equipment

Tenant shall install in the Premises only such office equipment as is customary for general office use and shall not overload the floors or electrical circuits of the Premises or Building or alter the plumbing or wiring of the Premises or Building. Landlord must approve in advance the location and manner of installing any electrical, heat generating or communication equipment or exceptionally heavy articles. Any additional air conditioning required because of heat generating equipment or special lighting installed by Tenant shall be installed and operated at Tenant's expense.

4.3 Signs

No signs, awnings, antennas, or other apparatus shall be painted on or attached to the Building or anything placed on any glass or woodwork of the Premises or positioned so as to be visible from outside the Premises without Landlord's written approval as to design, size, location, and color. All signs installed by Tenant shall comply with Landlord's standards for signs and all applicable codes and all signs and sign hardware shall be removed upon termination of this lease with the sign location restored to its former state unless Landlord elects to retain all or any portion thereof.

5.1 Utilities and Services

Landlord will furnish heat,*electricity, elevator service, and if the Premises are air conditioned, air conditioning during the normal Building hours of 8:00 AM to 6:00 PM, Monday through Friday, ~~except holidays and 8:00 AM to 12:00 noon Saturdays, except holidays.~~ ~~Janitorial service will be provided in accordance with the regular schedule of the Building, which schedule and service may change from time to time.~~ Tenant shall comply with all government laws or regulations regarding the use or reduction of use of utilities on the Premises. Interruption of services or utilities shall not be deemed an eviction or disturbance of Tenant's use and possession of the Premises, render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this lease; but Landlord shall take all reasonable steps to correct any interruptions in service. Electrical service furnished will be 110 volts unless different service already exists in the Premises. See Addendum for Lessee's hours of operation. *PK*

5.2 Extra Usage

If Tenant uses excessive amounts of utilities or services of any kind because of operation outside of normal Building hours, high demands from office machinery and equipment, nonstandard lighting, or any other cause, Landlord may impose a reasonable charge for supplying such extra utilities or services, which charge shall be payable monthly by Tenant in conjunction with rent payments. In case of dispute over any extra charge under this paragraph, Landlord shall designate a qualified independent engineer whose decision shall be conclusive on both parties. Landlord and Tenant shall each pay one-half of the cost of such determination.

6.1 Maintenance and Repair

Landlord shall have no liability for failure to perform required maintenance and repair unless written notice of the needed maintenance or repair is given by Tenant and Landlord fails to commence efforts to remedy the problem in a reasonable time and manner. Landlord shall have the right to erect scaffolding and other apparatus necessary for the purpose of making repairs, and Landlord shall have no liability for interference with Tenant's use because of repairs and installations. Tenant shall have no claim against Landlord for any interruption or reduction of services or interference with Tenant's occupancy, and no such interruption or reduction shall be construed as a constructive or other eviction of Tenant. Repair of damage caused by negligent or intentional acts or breach of this lease by Tenant, its employees or invitees shall be at Tenant's expense.

6.2 Alterations

Tenant shall not make any alterations, additions, or improvements to the Premises, change the color of the interior, or install any wall or floor covering without Landlord's prior written consent. Any such additions, alterations, or improvements, except for removable machinery and unattached movable trade fixtures, shall at once become part of the realty and belong to Landlord. Landlord may at its option require that Tenant remove any alterations and restore the Premises to the original condition upon termination of this lease. Landlord shall have the right to approve the contractor used by Tenant for any work in the Premises, and to post notices of nonresponsibility in connection with any work being performed by Tenant in the Premises.

7.1 Indemnity

Tenant shall not allow any liens to attach to the Building or Tenant's interest in the Premises as a result of its activities. Tenant shall indemnify and defend Landlord from any claim, liability, damage, or loss occurring on the Premises, arising out of any activity by Tenant, its agents, or invitees or resulting from Tenant's failure to comply with any term of this lease. Landlord shall have no liability to Tenant because of loss or damage caused by the acts or omissions of other Tenants of the Building, or by third parties.

7.2 Insurance

Tenant shall carry liability insurance with the following limits \$500,000.00 of combined single limit. *PK*
which insurance shall have an endorsement naming Landlord and Landlord's agent, if any, as an insured and covering the liability insured under paragraph 7.1 of this lease. Tenant shall furnish a certificate evidencing such insurance which shall state that the coverage shall not be cancelled or materially changed without 10 days' advance notice to Landlord and Landlord's agent, if any, and a renewal certificate shall be furnished at least 10 days prior to expiration of any policy.

*See Addendum Paragraph 24.1

Please initial
[Signature] Landlord
[Signature] Tenant

(c) Landlord may make any payment or perform any obligation which Tenant has failed to perform, in which case Landlord shall be entitled to recover from Tenant upon demand all amounts so expended, plus interest from the date of the expenditure at the rate of one-and-one-half percent per month. Any such payment or performance by Landlord shall not waive Tenant's default.

12.1 Surrender

On expiration or early termination of this lease Tenant shall deliver all keys to Landlord and surrender the Premises broom clean and in the same condition as at the commencement of the term subject only to reasonable wear from ordinary use. Tenant shall remove all of its furnishings and trade fixtures that remain its property and restore all damage resulting from such removal. Failure to remove shall be an abandonment of the property, and Landlord may dispose of it in any manner without liability. If Tenant fails to vacate the Premises when required, including failure to remove all its personal property, Landlord may elect either: (i) to treat Tenant as a tenant from month to month, subject to the provisions of this lease except that rent shall be one-and-one-half times the total rent being charged when the lease term expired; or (ii) to eject Tenant from the Premises and recover damages caused by wrongful holdover.

13.1 Regulations

Landlord shall have the right (but shall not be obligated) to make, revise and enforce regulations or policies consistent with this lease for the purpose of promoting safety, order, economy, cleanliness, and good service to all tenants of the Building. All such regulations and policies shall be complied with as if part of this lease.

14.1 Access

During times other than normal Building hours Tenant's officers and employees or those having business with Tenant may be required to identify themselves or show passes in order to gain access to the Building. Landlord shall have no liability for permitting or refusing to permit access by anyone. Landlord shall have the right to enter upon the Premises at any time by passkey or otherwise to determine Tenant's compliance with this lease, to perform necessary services, maintenance and repairs to the Building or the Premises, or to show the Premises to any prospective tenant or purchasers. Except in case of emergency such entry shall be at such times and in such manner as to minimize interference with the reasonable business use of the Premises by Tenant.

14.2 Furniture and Bulky Articles

Tenant shall move furniture and bulky articles in and out of the Building or make independent use of the elevators only at times approved by Landlord following at least 24 hours' written notice to Landlord of the intended move. Landlord will not unreasonably withhold its consent under this paragraph.

15.1 Notices

Notices between the parties relating to this lease shall be in writing, effective when delivered, or if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated in this lease or to such other address as either party may specify by notice to the other. Notice to Tenant may always be delivered to the Premises. Rent shall be payable to Landlord at the same address and in the same manner, but shall be considered paid only when received.

16.1 Subordination

This lease shall be subject and subordinate to any mortgages, deeds of trust, or land sale contracts (hereafter collectively referred to as encumbrances) now existing against the Building. At Landlord's option this lease shall be subject and subordinate to any future encumbrance hereafter placed against the Building (including the underlying land) or any modifications of existing encumbrances, and Tenant shall execute such documents as may reasonably be requested by Landlord or the holder of the encumbrance to evidence this subordination.

16.2 Transfer of Building

If the Building is sold or otherwise transferred by Landlord or any successor, Tenant shall attorn to the purchaser or transferee and recognize it as the lessor under this lease, and, provided the purchaser assumes all obligations hereunder, the transferor shall have no further liability hereunder.

16.3 Estoppels

Either party will within 20 days after notice from the other, execute, acknowledge and deliver to the other party a certificate certifying whether or not this lease has been modified and is in full force and effect; whether there are any modifications or alleged breaches by the other party; the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent; and any other facts that may reasonably be requested. Failure to deliver the certificate within the specified time shall be conclusive upon the party of whom the certificate was requested that the lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate. If requested by the holder of any encumbrance, or any ground lessor, Tenant will agree to give such holder or lessor notice of and an opportunity to cure any default by Landlord under this lease.

17.1 Attorneys' Fees

In any litigation arising out of this lease, the prevailing party shall be entitled to recover attorneys' fees at trial and on any appeal.

18.1 Quiet Enjoyment

Landlord warrants that so long as Tenant complies with all terms of this lease it shall be entitled to peaceful and undisturbed possession of the Premises free from any eviction or disturbance by Landlord. Landlord shall have no liability to Tenant for loss or damages arising out of the acts of other tenants of the Building or third parties, nor any liability for any reason which exceeds the value of its interest in the Building.

Landlord  Tenant 
Please initial

19.1 **Additional Rent-Tax Adjustment** Whenever for any calendar year the real property taxes levied against the Building and its underlying land (and any tax levied wholly or partially in lieu thereof) exceed those levied during the calendar year in which this lease commenced, then the monthly rental for the next succeeding calendar year shall be increased by one-twelfth of such tax increase times Tenant's proportionate share. "Real property taxes" as used herein means all taxes and assessments of any public authority against the Building and the land on which it is located and the cost of contesting any tax. If any portion of the Building is occupied by a tax-exempt tenant so that the Building has a partial tax exemption under ORS 307.112 or a similar statute, then real property taxes shall mean taxes computed as if such partial exemption did not exist. If a separate assessment or identifiable tax increase arises because of improvements to the Premises, then Tenant shall pay 100 percent of such increase. The annual increase shall not exceed 5% over the previous year.

19.2 **Tenant's Proportionate Share** Tenant's proportionate share" as used herein means the area of the Premises, divided by the total area of the Building (not including basement storage space), with area determined using one of the methods of building measurement defined by the Building Owners and Managers Association (BOMA). Tenant's proportionate share as of the lease commencement date shall be 7.52% percent.

19.3 **Additional Rent-Operating Expense Adjustment** Tenant shall pay as additional rent its proportionate share, as defined in 19.2, of the amount by which operating expenses for the Building increase over those experienced by Landlord during the calendar year when this lease commenced (base year). As of January 1 of each year Landlord shall estimate the amount by which operating expenses are expected to increase, if any, over those incurred in the base year. Monthly rental for the year shall be increased by one-twelfth of Tenant's share of the estimated increase. Following the end of each calendar year, Landlord shall compute the actual increase in operating expenses and bill Tenant for any deficiency or credit Tenant with any excess collected. As used herein "operating expenses" shall mean all costs of operating and maintaining the Building as determined by standard real estate accounting practice, including, but not limited to: all water and sewer charges; the cost of steam, natural gas, electricity provided to the Building; janitorial and cleaning supplies and services; administration costs and management fees; superintendent fees; security services, if any; insurance premiums; licenses, permits for the operation and maintenance of the Building and all of its component elements and mechanical systems; the annual amortized capital improvement cost (amortized over such a period as Lessor may select but not shorter than the period allowed under the Internal Revenue Service Code and at a current market interest rate) for any capital improvements to the Building required by any governmental authority or those which have a reasonable probability of improving the operating efficiency of the Building. The annual increase shall not exceed 5% over the previous year.

20.1 **Complete Agreement** This lease and the attached Exhibits and Schedules, if any, constitute the entire agreement of the parties and supersede all prior written and oral agreements and representations. Neither Landlord nor Tenant is relying on any representations other than those expressly set forth herein.

The attached Addendum is, by this mention, made a part of this Lease.

*of the lessee's prorata tax obligation.

**of the lessee's prorata operating expense obligation.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this lease as of the day and year first written above.

LANDLORD: Urban Equities, Inc.
c/o Norris & Stevens, Inc.
Address for notices: 610 SW Broadway
Portland, OR 97205

By [Signature]
Name: XL JARA PARTNERSHIP
Title: Managing Partner

TENANT: Mid-K Beauty Supply, Inc.
5411 NE Martin Luther King Jr. Blvd.
Address for notices: _____
Portland, OR 97211

By [Signature]
Name: DONG K. KIM
Title: President

ADDENDUM

Addendum to that certain lease dated March 25, 1991 between Urban Equities, Inc., Lessor and Mid-K Beauty Supply, Inc. an Illinois Corporation, Lessee.

21.1 Rent Schedule:

<u>Months</u>	<u>Monthly Rent</u>
1 & 2	\$ 0.00
3 - 20	\$ 3,000.00
21 - 40	\$ 3,300.00
41 - 60	\$ 3,600.00

22.1 Lessors Tenant Improvements at Lessor's Expense:

- A. Construct a wall labeled D (see attached plan).
- B. Remove wall labeled B (see attached plan).
- C. Remove steel siding from exterior windows labeled C (see attached plan).
- D. Remove wall labeled E (see attached plan).
- E. Construct a firewall around stairwell to west mezzanine.
- F. Extend the partial height east wall of west mezzanine up to the ceiling.

23.1 Lessee Responsibilities:

- A. Any windows broken during the lease term will be replaced at lessee's expense.
- B. Interior maintenance of tenants leased space is at lessee's expense.

24.1 Lessee's Weekly Hours of Operation:

Monday through Thursday	9:00 AM - 7:00 PM
Friday and Saturday	9:00 AM - 8:00 PM
Sunday	11:00 AM - 5:00 PM

Addendum

Urban Equities, Inc./Mid-K Beauty Supply, Inc.

March 25, 1991

Page 2

24.1 continued:

It is estimated that the Lessee will operate an additional eighteen (18) hours per week or approximately seventy two (72) hours per month more than the accustomed stated operating hours of the building. As a result, Lessee agrees to reimburse Lessor seventy two dollars (\$72.00) each month in addition to the monthly rent. If either the cost of electricity or the hours of operation change, this additional charge may be changed accordingly. In no event shall reduced hours of operation result in a net monthly payment for rent to Lessor less than the stated rent in Paragraph 21.1.

Lessor waives his requirement for heat on weekend and weekday evenings beyond 6:00 PM.

25.1 Option:

Lessor grants lessee an option to extend said lease for an additional term of five (5) years. All terms and conditions will remain the same except the monthly rental which will be negotiated between lessee and lessor. However, in no event will the monthly rent be less than the monthly rental at the time of lease expiration. Lessee shall notify lessor of his intention to exercise the option within ninety (90) days prior to the expiration date.

26.1 Lessor shall not lease space in the same building in which Lessee's space is located to another cosmetic retailer of hair and skin care products.

A handwritten signature in black ink, appearing to be 'R. P. O.', is located in the bottom right corner of the page.

GUARANTY

Guaranty to that certain lease dated March 25, 1991 between Urban Equities, Inc., Lessor and Mid-K Beauty Supply, Inc. an Illinois Corporation, Lessee.

In consideration of Urban Equities, Inc., a Washington Corporation ("Obligee" entering into a Commercial Lease ("the Lease") with Mid-K Beauty Supply, Inc., an Illinois Corporation ("Tenant"), pertaining to approximately five thousand six hundred thirty-six (5,636) square feet of space situated in the building located at 5411 NE Martin Luther King, Jr. Boulevard, Portland, Oregon, the undersigned Guarantor hereby unconditionally guarantees punctual payment of all rent and other payments required to be paid under the Lease when due and prompt performance of all other obligations under the Lease. Guarantor shall be directly liable to Obligee for any sum due from Tenant under the Lease without requiring the Obligee to first proceed against Tenant. Guarantor agrees that Obligee may deal with Tenant in any manner in which Obligee sees fit in connection with the Lease, without any further consent of Guarantor. Specifically, but without limitation, Guarantor agrees that any extension of time, amendment or modification of the Lease; compromise of the amount of any obligation or liability under the Lease; or assignment, hypothecation, subletting or other transfer of Tenant's interest in this Lease shall not affect Guarantor's liability under this Guaranty.

Guarantor hereby waives presentment, protest, notice of default, demand for payment and all other suretyship defenses whatsoever with respect to any payment guaranteed under this Guaranty, and agrees to pay unconditionally upon demand all amounts owed under the Lease.

If any action or any appeal is necessary in connection with this Guaranty or the Lease or the collection of any payment under this Guaranty or the Lease, Obligee shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which Obligee may be entitled. Guarantor agrees that Guarantor will promptly reimburse Obligee, to the extent that the payment of such attorneys; fees, costs and necessary disbursements are due from and not made by, Tenant.

Each reference in this Guaranty to "Obligee" shall be deemed to include the successors and assigns of Obligee, in whose favor the provisions of this Guaranty shall also inure. Each reference in this Guaranty to the "Guarantor" shall be deemed to include the successors and assigns of Guarantor, all of whom shall be bound by the provisions of the Guaranty.

Meeting Date: DEC 29 1992
Agenda No.: R-10

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Resolution Approving Financing for Walnut Park Building

BCC Informal 12/29/92 Bcc Formal 12/29/92
(date) (date)

DEPARTMENT Mgmt Support Services DIVISION Finance/Treasury

CONTACT Patricia Shaw TELEPHONE x 3290

PERSON(S) MAKING PRESENTATION Patricia Shaw

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):

Resolution in the Matter of the Approving of the Issuance and Negotiated Sale of Approximately \$3,265,000 Certificates of Participation (COP) for Walnut Park Building, Approving and Authorizing the Certificate Purchase Agreement, the Lease-Purchase and Escrow Agreement, and the Preliminary Official Statement and Official Statement; and Designating an Authorized Officer

1/6/93 certified true copy and copies to Patricia Shaw and Bob Oberst

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

OR

DEPARTMENT MANAGER *Paul Boyer*

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
MULTI-COUNTY
OREGON
1992 DEC 22 PM 12:16

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

In the matter of authorizing the issuance)
and negotiated sale of Series 1993A)
Certificates of Participation, authorizing)
the Certificate Purchase Agreement, the)
Lease Purchase and Escrow Agreement and)
the Preliminary and Final Official Statement,)
and designating an Authorized Officer.)

**RESOLUTION
#92 - 242**

WHEREAS, the Board of County Commissioners of Multnomah County, Oregon (the "Board") desire to acquire the Walnut Park Building known as Multnomah County Northeast Health Clinic and located at 5329 N.E. Martin Luther King Boulevard, Portland, Oregon including land and building (the "Facilities") and to make certain remodeling and improvements to the Facilities, fund a Debt Service Reserve Account and to pay the costs of issuance of Certificates of Participation (the "Certificates"). The Facilities will house the Multnomah County, Oregon (the "County") Northeast Health Clinic, a non-profit agency that acts on behalf of the County's Aging Services Division or such other agencies, divisions and departments of the County as may be located therein from time to time; and

WHEREAS, the Board has reviewed the proposed plan to provide funds for payment of the costs of such acquisition and improvements of the Facilities through the issuance of Certificates of Participation in a Lease Purchase and Escrow Agreement to be entered into between the County and Bank of America Oregon, as vendor and escrow agent (the "Vendor" and "Escrow Agent"). The Board has determined that the proposed issuance of Certificates of Participation would be in the best interests of the County; and

WHEREAS, the Board is advised that pursuant to the provisions of the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder, the County may not issue tax-exempt certificates of participation for that portion of the Facilities that is currently leased and occupied by private activity tenants. Therefore, it is proposed that a portion of the Certificates shall be designated and issued as tax-exempt certificates of participation and a portion of the Certificates shall be designated as taxable certificates of participation for federal income tax purposes. The Director, Finance Division, for and on behalf of the County, shall allocate portions of the Certificates as tax-exempt and taxable; and

WHEREAS, the Board is advised that it is the reasonable expectation that the cost of the acquisition and improvements to the Facilities, the funding of a Debt Service Reserve Account and the payment of the costs of issuance of the Certificates shall not exceed the sum of \$3,265,000; and

WHEREAS, the Director, Finance Division, needs to negotiate documents for the issuance of the Certificates and receive from Lehman Brothers Division of Shearson Lehman Brothers Inc. (the "Underwriter") a Certificate Purchase Contract for the purchase of the Certificates evidencing proportionate interests in the Lease Purchase payments to be made by the County; and

WHEREAS, the Board does find and determine that it is reasonable and necessary to authorize and approve the negotiation and execution of the financing documents;

THEREFORE BE IT RESOLVED THAT:

1. Pursuant to the authority of Oregon Revised Statutes Section 271.390 and the Charter of the County the Board determines and authorizes the lease-purchase of the Walnut Park Building and improvements thereto for the housing of the County's Northeast Health Clinic, a non-profit agency acting on behalf of the County's Aging Services Division and such other agencies, divisions and departments of the County as may be located therein from time to time.

2. The Board authorizes the issuance and private-negotiated sale of Certificates of Participation in an amount not to exceed \$3,265,000 to finance the acquisition and improvements to the Facilities and to fund a debt service reserve account to secure the payment of the Certificates and provide for the payment of the costs of issuance of the Certificates.

3. The Board authorizes the Director, Finance Division, or the Treasury Manager, as Authorized Officers, to negotiate a Certificate Purchase Agreement, with the advice and consent of the Chair, to execute the Certificate Purchase Contract on behalf of the County.

4. The County does authorize the issuance of the Series 1993A Certificates in fully registered form, in denominations of five thousand dollars (\$5,000) each or integral multiples thereof to be dated and to mature and to bear interest semi-annually as set forth in the Certificate Purchase Contract. The Certificates may be issued as book-entry-only certificates. Interest shall be calculated on the basis of a thirty-day month, three hundred and sixty-day year and shall be payable by check or draft mailed on the interest payment date to the Certificate owners whose names appear on the registration books of the County maintained by the Paying Agent as of the close of business on the fifteenth (15th) day of the month preceding an interest payment date. The County may prepay the Certificates in whole, or in part, at any time as may be set forth in the Certificate Purchase Contract. In addition the Certificates may be refunded or redeemed, in whole or in part, in the event of the prepayment of the Lease Payments as set forth in the Certificate of Purchase Agreement by the deposit by the County of sufficient cash or government obligations to prepay in whole or in part the outstanding Certificates of Participation.

6. The County may budget and appropriate expenditures sufficient to pay the Lease Payments for each fiscal year in the amount of the annual principal component and the accruing interest components on the outstanding Certificates, but the County is not obligated to budget and appropriate such expenditures unless the Board of County Commissioners included such payments in the County budget for each fiscal year. In the event of appropriation of funds for Lease Payments, the County covenants to maintain such appropriation in full force and effect during that fiscal year and shall expend such appropriated funds only for Lease Payments. In the event the County determines not to appropriate funds sufficient for Lease Payments in any fiscal year, such failure shall constitute a termination of the Lease Purchase and Escrow Agreement and the Escrow Agent may exercise such remedies as are provided in the Lease Purchase and Escrow Agreement.

7. The Board authorizes the establishment of certain funds or accounts as maybe provided in the Lease Purchase and Escrow Agreement including the "Multnomah County, Oregon Series 1993A Walnut Park Facilities Reserve Account". At the Certificate sale closing, moneys to be held in trust to secure payment of Lease Payments pursuant to the Lease Purchase and Escrow Agreement shall be deposited in the Reserve Account. In the event of the failure to appropriate funds, or if other appropriated funds for payment of the Certificates are not available in any fiscal year for the payment of the Lease Payments, the Escrow Agent is authorized to transfer from the Reserve Account moneys, until the Reserve Account is exhausted, in sufficient amounts to make up any deficiency in the amount of the Lease Payments due during the ensuing fiscal year. Funds in the Reserve Account shall be applied only upon the Lease Payments.

8. The Certificates shall be secured by a pledge and covenant of the County to apply "appropriated funds" from the general funds or from other available appropriated funds of the County in payment of the Lease Payments and to secure the Lease Payments by funds in the Reserve Account and by a pledge of the County's interest in the Facilities.

9. The County designates and appoints Bank of America Oregon as the Vendor, Escrow Agent and the Paying Agent and Registrar for the Certificates and requests the Paying Agent and Registrar to authenticate the Certificates as of the date of delivery to the purchasers thereof.

10. The County authorizes an Authorized Officer to approve the preparation and distribution of the Preliminary Official Statement to prospective purchasers of the Certificates and the preparation and distribution of the Official Statement. When an Authorized Officer has been advised that the final Official Statement does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements contained in the Official Statement not misleading in the light of the circumstances under which they are made, then an Authorized Officer may certify the accuracy of the Official Statement on behalf of the County.

11. The County does authorize an Authorized Officer of the County to execute such other and necessary documents as are proper to consummate the issuance of the Certificates.

ADOPTED this 29th day of December, 1992.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON



By *Gladys McCoy*
Multnomah County Chair
Gladys McCoy

Reviewed By:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By *J. L. DuBay*
County Counsel
John L. DuBay

Meeting Date: DEC 29 1992

Agenda No.: R-17

(Above space for Clerk's Use)

AGENDA PLACEMENT FORM

SUBJECT: Request for authorization to administer a grants package

REGULAR MEETING: Date Requested December 29, 1992

Time Needed 5-10 minutes

BRIEFING: Date Requested _____

Time Confirmed _____

DEPARTMENT _____ DIVISION Chair Gladys McCoy

CONTACT Sharon Timko TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION Sharon Timko

ACTION REQUESTED

Informational Policy Direction Approval Other

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

On December 31, 1991, the Board prioritized a list of project proposals to be submitted to the Oregon Tourism Alliance and the Oregon Economic Development Department for review. At that time, it was anticipated that the Forest Service would administer the grant for the Historic Columbia River interpretative panel project. Since that time, the Forest Service has declined to administer the project but will remain a funding partner. I am requesting authorization for Multnomah County SIGNATURES to administer the grant.

1/7/93 copy of annotated

ELECTED OFFICIAL: Gladys McCoy (ss) to Sharon Timko

OR

DEPARTMENT MANAGER: _____

All original accompanying documents must have required signatures. Questions: call Office of the Board Clerk 248-3277/248-5222.

9465G/3

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 DEC 23 AM 11:59



GLADYS McCOY, Multnomah County Chair

Room 1410, Portland Building
1120 S.W. Fifth Avenue
Portland, Oregon 97204
(503) 248-3308

M E M O R A N D U M

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

FROM: Sharon Timko *Sharon Timko*
Columbia Gorge Coordinator

DATE: December 23, 1992

RE: Request for Authorization to Administer a Grant Package

Last year, the Board approved and submitted three grant applications to the Oregon Tourism Alliance and the Oregon Economic Development Department. At that time, it was anticipated that the Forest Service would be the project leader and administer the grant for the Historic Columbia River interpretative panels project. Since that time, the Forest Service has declined to be the project leader or administer the grants but will remain a funding partner.

The project consists of installing a series of panels along the Historic Columbia River Highway in Multnomah and Hood River Counties to interpret the outstanding cultural, historical and natural resources of the area.

There are many partners involved in funding this \$151,000 project:

Forest Service	\$28,000
Oregon State Parks & Recreation	\$10,000
Hood River County Visitors Council	\$5,000
Friends of Vista House	\$2,000
Regional Strategies Funding	\$46,000
Federal Transportation Grant (pending)	\$60,000
	<hr/>
	\$151,000
Multnomah County (In-kind administration costs)	\$2,368
	<hr/>
Total	\$153,368

Memo to Board
December 23, 1992
Page 2

This is a one time grant funding commitment. The Finance Department has reviewed the contract from Regional Strategies and stated the contract contains the normal grant recording and reporting requirements

The citizens of Multnomah County will benefit greatly from this project. I encourage the Board to grant authorization to administer this grant package.

cc: Dave Boyer
Dave Warren

Meeting Date: DEC 17 1992 DEC 29 1992

Agenda No.: R-4 R-18

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: PILOT Transfer

BCC Informal _____ (date) BCC Formal December 17, 1992 (date)

DEPARTMENT Non DIVISION BCC

CONTACT Fred Christ TELEPHONE 248-5276

PERSON(S) MAKING PRESENTATION Fred Christ, Hank Miggins

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 15 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):

Resolution accepting terms of IGA with Portland Public Schools, City of Portland, transferring property and assigning PILOT funds

1/6/93 COPIES TO HANK MIGINNS

BOARD OF COUNTY COMMISSIONERS
1992 DEC 10 PM 12:11
MULTNOMAH COUNTY
OREGON

(If space is inadequate, please use other side)

SIGNATURES

ELECTED OFFICIAL *Hank Miggins*

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

BEFORE THE BOARD OF COMMISSIONERS
FOR
MULTNOMAH COUNTY, OREGON

In the Matter of an Intergovernmental)
Agreement with the Portland School)
District and City of Portland,)
Designating PILOT Fund Use and)
Transferring Title to Dickinson Park)
and Kennedy School)

RESOLUTION _____

WHEREAS Multnomah County is presently entitled to receive a portion of payments in lieu of taxes (PILOT) made by the Housing Authority of Portland, and

WHEREAS the Portland School District has agreed to forego its right to receive PILOT funds for up to ten years, and

WHEREAS the City of Portland is expected to agree to forego its right to receive its share of PILOT Funds, and

WHEREAS the Housing and Community Development Commission (HCDC) is a county-wide cooperative organization, with representation from the County, City of Portland and City of Gresham, concentrating on the development of low income housing and implementing the goals of the County-Wide Housing Affordability Strategy (CHAS), and

WHEREAS the HCDC would receive over one million dollars toward implementation of CHAS during the course of the PILOT agreement, and

WHEREAS the PILOT agreement would provide for the development of the Kennedy School site, and

WHEREAS the PILOT agreement would provide for the development of the building and campus at Jefferson High School, and

WHEREAS the PILOT agreement would provide funding to develop a social service siting policy to assist the County in equitably siting social services throughout the County, and

WHEREAS the PILOT agreement provides for a unique opportunity to cooperate with other jurisdictions to stabilize and assist in the development of housing, social services and related projects,

THEREFORE, BE IT RESOLVED, the Multnomah County Board of Commissioners will enter into an Intergovernmental Agreement with the Portland School District and the City of Portland providing for (a) the City of Portland and Multnomah County to forego its right to PILOT funds for not more than ten years, (b) the District to forego its right to receive PILOT funds for a period of not more than ten years, (c) the payment to the District of \$650,000 in installments for a portion of the development costs at Jefferson High School, (d) a transfer of Kennedy School to the City of Portland, and (e) a transfer of an unfettered Dickinson Park to the District.

Dated this _____ of _____, 1992.

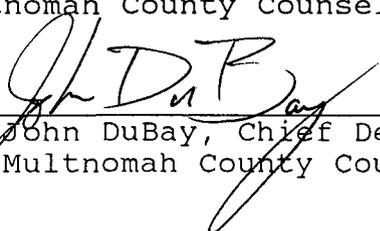
Board of County Commissioners
for Multnomah County, Oregon

Gladys McCoy, Chair

Reviewed:

Laurence Kressel,
Multnomah County Counsel

By



John DuBay, Chief Deputy
Multnomah County Counsel

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of an Intergovernmental)
Agreement with the Portland School) RESOLUTION
District and the City of Portland) 92-243
Designating PILOT Fund Use and)
Transferring Title to Dickinson Park)
and Kennedy School)

WHEREAS Multnomah County is presently entitled to receive a portion of payments in lieu of taxes (PILOT) made by the Housing Authority of Portland, and

WHEREAS the Portland School District has agreed to forego its right to receive PILOT funds for up to ten years, and

WHEREAS the City of Portland is expected to agree to forego its right to receive its share of PILOT funds, and

WHEREAS the Housing and Community Development Commission (HCDC) is a county-wide cooperative organization, with representation from the County, City of Portland and City of Gresham, concentrating on the development of low income housing and implementing the goals of the County-wide Housing Affordability Strategy (CHAS), and

WHEREAS the HCDC would receive over one million dollars toward implementation of CHAS during the course of the PILOT agreement, and

WHEREAS the PILOT agreement would provide for the development of the Kennedy School site, and

WHEREAS the PILOT agreement would provide for the development of the building and campus at Jefferson High School, and

WHEREAS the PILOT agreement would provide funding to develop a social service siting policy to assist the County in equitably siting social services throughout the County, and

WHEREAS the PILOT agreement provides for a unique opportunity to cooperate with other jurisdictions to stabilize and assist in the development of housing, social services and related projects,

THEREFORE, BE IT RESOLVED, the Multnomah County Board of Commissioners intend to enter into an Intergovernmental Agreement with the Portland School District and the City of Portland providing for (a) the City of Portland and Multnomah County to forego its right to PILOT funds for not more than ten years, (b) the District to forego its right to receive PILOT funds for a period of not more than ten years, (c) the payment to the District of \$650,000 in installments for a portion of the development costs at Jefferson High School, (d) a transfer of Kennedy School to the City of Portland, and (e) a transfer of Dickinson Park to the District, pending a mutually satisfactory resolution of the future use of Dickinson Park by the Portland School District and Multnomah County and the role of Multnomah County in the plans for Kennedy School.

APPROVED this 29th day of December, 1992.



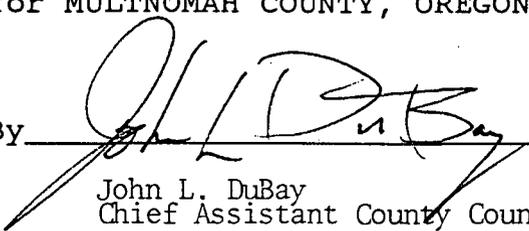
MULTNOMAH COUNTY, OREGON



Gladys McCoy
Multnomah County Chair

REVIEWED:
LAURENCE KRESSEL, COUNTY COUNSEL
for MULTNOMAH COUNTY, OREGON

BY



John L. DuBay
Chief Assistant County Counsel

Meeting Date: DEC 29 1992

Agenda No.: R-19

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Resolution Supporting a Three Lane Design for a Section of Foster Rd.

BOARD BRIEFING: Dec. 29, 1992 REGULAR MEETING Dec. 31, 1992
(date) (date)

DEPARTMENT Non-dept. DIVISION BCC

CONTACT Karen Belsey TELEPHONE 248-5237

PERSON(S) MAKING PRESENTATION _____

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5-10 min

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):

Supports a threelane design for Foster Rd. between SE 122nd and SE 136th and urges improvements to occur in the spring and summer as originally scheduled

*11/4/93 copies to Patsy Williams, Larry
NICHOLAS & HARRIET WEBER*

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 DEC 22 PM 3:45

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

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

In the Matter of Supporting a Three Lane)
Design for SE Foster Road between 122nd)
and 136th and Urging Improvements to Occur) RESOLUTION
in the Spring and Summer as Originally) 92-244
Scheduled)

WHEREAS SE Foster Road from 122nd Avenue to 136th Street is classified as a minor arterial in the Comprehensive Framework Plan and the 1990 Capital Improvement Plan approved by the Board of County Commissioners in 1989 identifies the improvement of this section of SE Foster Road as a high priority; and

WHEREAS the current CIP proposes an improvement from the existing two lanes to a five lane facility with sidewalks, bike lanes, and traffic lights at two additional intersections; and

WHEREAS testimony from residents of the community indicates that they are eager for many of the improvements but many are concerned that a five lane facility will disrupt neighborhood livability and create hazard for local pedestrians; and

WHEREAS the current accident rate on this section of Foster Road will be substantially mitigated by the addition of a center turn lane and two additional sets of traffic lights; and

WHEREAS road engineers have determined that a three lane facility on this stretch of Foster Road will be sufficient to handle the projected volume of traffic during a 15 minute period of the peak hour at a service Level E; and

WHEREAS the County differs with other municipalities in the region in its definition of acceptable peak saturation levels and this issue regarding Foster Road illustrates that difference; and

WHEREAS there will be a projected cost savings if a three lane rather than a five lane improvement is made; and

WHEREAS the Multnomah County Board of Commissioners has heard from citizens, staff, community groups, and urban planners about the three lane and five lane alternatives; and

WHEREAS Tri-Met is awaiting the completion of the Foster Road improvement before they install the Tri-Met turnaround at 136th - a program which will improve service to the area; and

WHEREAS administrative constraints will delay formal approval of the Foster Road design until the spring of 1993, after the current board adjourns;

NOW THEREFORE BE IT RESOLVED that the Multnomah County Commissioners express their support for the three lane improvement to Foster Road and urge the Transportation Division to take whatever action is necessary to expand this section of road to no more than three lanes in the spring and summer of 1993 according to the original schedule.

Adopted this 29th day of December , 1992



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By:

Glady's McCoy
Glady's McCoy
Multnomah County Chair

REVIEWED:

John DuBay
John DuBay, County Counsel
Multnomah County, Oregon

Meeting Date: DEC 29 1992

Agenda No.: R-20

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Resolution Dedicating Forest

BCC Informal _____ (date) BCC Formal Dec 29, 1992 (date)

DEPARTMENT Non-Dept. DIVISION BCC

CONTACT Maureen Leonard TELEPHONE 248-5076

PERSON(S) MAKING PRESENTATION Rick Bauman

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 15 minutes

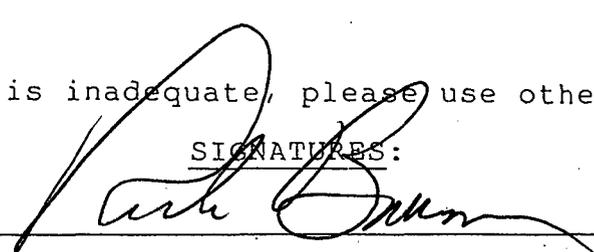
CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

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

Honors out-going Com. Pauline Anderson by naming 160 acres of old growth forest inside Oxbow Park as the "Pauline Anderson Forest"

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL 

Or

DEPARTMENT MANAGER _____

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 DEC 18 AM 10:37

(All accompanying documents must have required signatures)

BEFORE THE BOARD OF COUNTY COMMISSIONERS
IN MULTNOMAH COUNTY, OREGON

In the Matter of Naming 160 Acres of)
Old Growth Forest within Oxbow Park) RESOLUTION
The Pauline Anderson Forest) 92-245

WHEREAS, during her eight years as a Commissioner for Multnomah County, Pauline Anderson placed park and environmental concerns high on her list of priorities; and

WHEREAS, Commissioner Anderson has been an eloquent, persuasive and determined voice for the preservation and enhancement of fish, wildlife, recreation and scenic resources, acquisition of important natural areas, investment in parks and environmental education, conservation of renewable resources, and land use policies which protect our quality of life and economy; and

WHEREAS, without Commissioner Anderson's vigilance and creativity, opportunities for preserving the natural resources which make Multnomah County a unique place to live would have been forever lost; and

WHEREAS, Multnomah County is richer for her contributions as a leader, an environmentalist, an innovator and a decent person; and,

WHEREAS, it is appropriate that present and future generations acknowledge her contributions and emulate her outstanding example;

NOW, THEREFORE, BE IT RESOLVED, that the 160-acre old growth forest within Oxbow Park is named "The Pauline Anderson Forest."

Adopted this 29th day of December, 1992.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By Gladys McCoy
Gladys McCoy
County Chair

REVIEWED
JOHN DUBAY
CHIEF ASSISTANT COUNTY COUNSEL

BY John L. Dubay

DEC 29 1992

Meeting Date: _____

Agenda No.: R-21

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Recognizing efforts of Commissioner Bauman

AGENDA REVIEW/
BOARD BRIEFING 12/29 REGULAR MEETING 12/29
(date) (date)

DEPARTMENT non-departmental DIVISION District 2

CONTACT Mike Delman TELEPHONE 248-5219

PERSON(S) MAKING PRESENTATION Commissioner ~~XXXXXX~~ Hansen

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

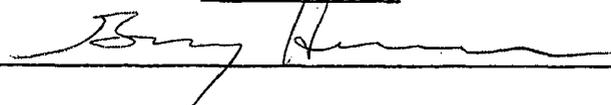
CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

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

Recognition of achievements by Commissioner Rick Bauman

(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
MULTI-UTAH COUNTY
OREGON
1992 DEC 22 PM 3:55

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

In the matter of recognizing)
Commissioner Rick Bauman for)
his considerable contributions)

RESOLUTION
92-246

WHEREAS, Commissioner Rick Bauman has served on the Multnomah County Board of Commissioners from 1989 to 1992;

WHEREAS, Commissioner Bauman has worked to make the County safer through increased gun control legislation;

WHEREAS, Commissioner Bauman has worked on behalf of the homeless to increase emergency housing options and break the cycle of homelessness;

WHEREAS, Commissioner Bauman has worked on behalf of the youth conservation corp;

WHEREAS, Commissioner Bauman has worked to improve health care options for all county employees through the domestic partners benefits;

WHEREAS, Commissioner Bauman has worked as an advocate for a quality library system and a permanent funding mechanism;

WHEREAS, Commissioner Bauman has never been afraid to confront controversial issues and support those who are unable to speak for themselves;

THEREFORE IT MAY BE PROCLAIMED, that we recognize Commissioner Rick Bauman for all his contributions and thank him for his dedication, selflessness and compassionate efforts during his term.

ADOPTED this 29th day of December, 1992



by Gladys McCoy, chair
MULTNOMAH COUNTY, OREGON

Gladys McCoy

REVIEWED

John DuBay
John DuBay, County Counsel
of Multnomah County, Oregon



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 200923

Amendment # 1

MULTNOMAH COUNTY OREGON

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>UA-1</u> DATE <u>12/29/92</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u> BOARD CLERK</p> <p>REVENUE</p>
--	--	--

Department Brame Division _____ Date _____

Contract Originator FRONK Phone x4274 Bldg/Room 160/7

Administrative Contact BROME Phone x2670 Bldg/Room 160/2

Description of Contract Change effective date retroactive to January 1, 1992. This will permit the county to be reimbursed for services already provided.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Oregon Department of Human Resources Office of Medical Assistance Programs

Mailing Address 203 Public Service Bldg. Salem, Oregon 97310

Phone 378-2263

Employer ID# or SS# _____

Effective Date January 1, 1992

Termination Date June 30, 1993

Original Contract Amount \$ _____

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ Requirements

Remittance Address (If Different) _____

Payment Schedule _____ Terms _____

- Lump Sum \$ _____ Due on receipt
- Monthly \$ _____ Net 30
- Other \$ _____ Other _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

Encumber: Yes No

Date 12-29-92

Date _____

Date 12.29.92

Date 12/29/92

Date _____

REQUIRED SIGNATURES:

Department Manager [Signature]

Purchasing Director (Class II Contracts Only) [Signature]

County Counsel [Signature]

County Chair / Sheriff [Signature]

Contract Administration (Class I, Class II Contracts Only) _____

VENDOR CODE			VENDOR NAME					TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.	156	015	0490			2603		0323	Requirements		
02.											
03.											

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

1/5/93

ORIGINALS to

HERMAN BRAME

OMAP contract # 92 - IAA - 195

INTERAGENCY AGREEMENT

between
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
and
MULTNOMAH COUNTY

entitled

HIV TARGETED CASE MANAGEMENT AGREEMENT

This Agreement is between the Office of Medical Assistance Programs, referred to as "OMAP" in this Agreement and MULTNOMAH County, referred to as "County" in this Agreement.

The purpose of this Agreement is to ensure that services provided by County under the (Human Immune Virus) HIV Targeted Case Management Program that are eligible for reimbursement under the Oregon Medical Assistance program and provided to Medical Assistance eligible clients are documented, processed, and paid appropriately.

This Agreement replaces the previous Agreement of the same name signed October 16, 1992.

TERMS AND CONDITIONS

1. TERM

This Agreement is effective January 1, 1992 through June 30, 1993 and may be renewed by written stipulation of the parties.

2. SERVICES

- a. OMAP agrees to promulgate rules under the Oregon Medical Assistance Program describing what HIV Targeted Case Management Program services are eligible for reimbursement as Medical Assistance program covered services not later than 60 days after the signing of this Agreement.



Barbara Roberts
Governor

500 Summer Street NE
Salem OR 97310-1014
Salem - (503) 378-2263
FAX - (503) 373-7689
TDD - (503) 373-8791

- b. The parties agree that services provided under this Agreement are subject to OMAP administrative rules.
- c. County agrees to provide those services under the HIV Targeted Case Management Program which are eligible for reimbursement under the Oregon Medical Assistance Program for Medical Assistance eligible clients.

3. DOCUMENTATION OF SERVICES PROVIDED

- a. County agrees to submit claims electronically with sufficient documentation, and in the required format, to be paid by OMAP through the Medical Management Information System. Required billing information shall include, but is not limited to, the following: appropriate service codes (CPT Codes), date(s) of service, Medical Assistance "prime number(s)" (unique eligibility number(s)) of the client(s) served, and County's Medical Assistance provider number and performing provider number, if required.

4. PAYMENT AND SOURCES OF PAYMENT FOR SERVICES PROVIDED

- a. Upon receipt of a valid electronic claim from the County, OMAP agrees to pay County at current Medicaid rates for the services provided.
- b. OMAP agrees to process and pay County for all eligible claims with sufficient information within 30 days of receipt of a valid electronic claim.
- c. OMAP agrees to provide County with an invoice showing all payments to County on a monthly basis. The invoice shall identify the total share of payments made under this Agreement that is funded by federal financial participation (FFP) and the share paid with state funds, e.g. the non-federal portion of the payment.
- d. County agrees to reimburse OMAP for the non federal portion of the payment within 30 days of receipt of the invoice from OMAP.
- e. County certifies that funds used to pay the non federal portion to OMAP are not federal funds and will not be included as costs in any other County program and billed to OMAP. If County operates a Federally Qualified Health Center (FQHC), County agrees not to include the county share of the cost for the HIV Targeted Case Management program in the FQHC cost statement.

- f. County agrees to make payments for the state fund portion in the name of the Oregon Medical Assistance Program and send payments to:

SDSD Accounting
Attention: HIV Targeted Case Management
313 Public Service Building
Salem, OR 97310

5. AMENDMENTS TO THIS AGREEMENT

The terms of this agreement shall not be waived, altered, modified, or amended in any manner whatsoever except by written instrument signed by all parties to this Agreement.

6. TERMINATION OF THIS AGREEMENT

This Agreement may be terminated by mutual consent of all parties or by any party upon 60 days notice in writing delivered by mail or in person to the parties.

AGREED:

Her Croft 12-17-92
Director Date
Office of Medical Assistance Programs

Gladys McCoy 12/29/92
(County Official(s) with authority to sign) Date

Gladys McCoy, Multnomah County Chair
Name and Title (County Signature)

Her Croft 12-17-92
Assistant Director, OMAP Date

Contract Manager, OMAP Date

REVIEWED:

LAURENCE B. KRESSEL, County Counsel
for Multnomah County, Oregon

By: *H. H. Lazenby, Jr.*
H. H. Lazenby, Jr.
Date: 12-25-92

December 16, 1992

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APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # UA-1 DATE 12/29/92
DEB BOGSTAD
BOARD CLERK