

Meeting Date: FEB 02 1993

Agenda No.: B-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Consolidated Cable Communications Commission

BCC Informal 2/2/93 BCC Formal \_\_\_\_\_  
(date) (date)

DEPARTMENT Environmental Services DIVISION Cable Regulatory Office

CONTACT Julie Omelchuck TELEPHONE (503) 248-3576

PERSON(S) MAKING PRESENTATION Julie Omelchuck & Betsy Williams

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: \_\_\_\_\_

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

Informal briefing on the consolidation of the Multnomah Cable  
Regulatory Commission and the Portland Cable Regulatory Commission.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL \_\_\_\_\_  
Or  
DEPARTMENT MANAGER BH Williams

(All accompanying documents must have required signatures)

BOARD OF  
COUNTY COMMISSIONERS  
1993 JAN 26 PM 1:46  
MULTNOMAH COUNTY  
OREGON

# MULTNOMAH CABLE REGULATORY COMMISSION

## MULTNOMAH COUNTY, GRESHAM, FAIRVIEW, TROUTDALE AND WOOD VILLAGE

### Commissioners:

W. Robert Conners, *President*  
Gene Bui, *Vice President*  
Barry Hamilton  
J. Dennis Quail  
Sylvia E. Welch

2115 SE Morrison, Rm. 236  
Portland, OR 97214  
(503) 248-3576  
Telecopier (503) 248-3048

Julie S. Omelchuck, *Director*  
Christina Witka, *Cable Assistant*

### MEMORANDUM

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TO: Gladys McCoy, Chair  
Multnomah County Commissioners

FROM: Julie S. Omelchuck, Director

DATE: January 21, 1993

SUBJECT: Consolidated Cable Communications Commission

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On February 11, the Multnomah County Commission will consider two action items:

1. An ordinance approving amendments to the 1983 Intergovernmental Agreement which created the Multnomah Cable Regulatory Commission (MCRC) in order to consolidate the MCRC with Portland's cable regulatory commission and office.
2. Appointment of Multnomah County's representative to the Consolidated Cable Communications Commission (the recently appointed Multnomah County representative to the MCRC, Jack Adams, expressed an interest in this appointment).

For your information, I have attached the draft Intergovernmental Agreement to consolidate the two cable regulatory commissions and their staffs, and the Joint Cable Consolidation Task Force Final Report issued in November 1992.

### Background

Discussions about merging the East County and Portland cable regulatory commissions and offices occurred in a variety of ways since 1991. More focused discussions took place during two workshops on May 14 and July 16, 1992 which included representatives from Gresham, Troutdale, Fairview, Wood Village, Multnomah County and Portland. The result was the creation of the Joint Cable Regulation Consolidation Task Force charged with developing

1/21/93 Memo  
Page Two

a proposal to form one cable regulatory commission and office in Multnomah County.

On August 20, 1992, the Multnomah County Commission approved Resolution 92-150 authorizing the County's participation in the Task Force. The County appointed Commissioner Sharron Kelly as its representative on the Task Force.

The Multnomah County Commission reviewed an October preliminary report from the Task Force and accepted a final report on December 3. Since that time, Assistant County Counsel H. H. Lazenby and Environmental Services Department Director Betsy Williams participated in negotiations with the other jurisdictions to amend the MCRC Intergovernmental Agreement in order to implement the Task Force recommendations accepted by the all five City Councils and the County Commission.

If you need further background information or have any questions or concerns, feel free to contact me.

Attachments

## CONSOLIDATED CABLE COMMUNICATIONS COMMISSION

D R A F T 12/24/92

**THIS AGREEMENT** is between each of the cities of Fairview, Wood Village, Troutdale, Gresham and Portland, all municipal corporations duly incorporated under the laws of the State of Oregon, and Multnomah County, a home rule county formed under the laws of the State of Oregon, hereinafter referred to as the "Jurisdictions." This Agreement is made pursuant to ORS 190.003 to ORS 190.110, the general laws and constitution of the State of Oregon, and the laws and charters of the Jurisdictions.

Section 1. General Purposes. The Jurisdictions have each separately entered into various franchise agreements providing for the construction and operation of cable communications systems within their boundaries. The City of Portland created the Portland Cable Regulatory Commission, and Multnomah County, Gresham, Troutdale, Fairview and Wood Village created the Multnomah Cable Regulatory Commission, each with the general purpose to regulate and administer cable franchise agreements for the Jurisdictions. The Jurisdictions wish to form a unified cable regulatory commission. The formation of a unified regulatory commission serves the public interest in that the boundaries of the Jurisdictions do not necessarily coincide with the service areas of the Grantees, or with the needs of the citizens within each Jurisdiction or franchise, regarding cable communications. In addition, a unified commission can provide enhanced public benefits in franchising and regulation, and economies of scale in its operation.

To further this public interest and these purposes, the Jurisdictions desire to create a unified cable regulatory commission to jointly regulate and administer franchise agreements within their boundaries. The commission will further serve as an advisory body to the Jurisdictions on matters relating to cable communications and function as the Jurisdictions' representative for regional, state or national cable communications policy matters.

### Section 2. Definitions.

A. "Cable Communications System" or "System" - any system of antennas, cables, amplifiers, towers, microwave links, cable casting studios, and any other conductors, receivers, home terminals, convertors, equipment or facilities, designed and constructed for the purpose of producing, receiving, amplifying, storing, processing or distributing audio, video, digital or other forms of electronic or electrical signals.

B. "Grantee" - any person who is authorized by a franchise agreement or seeks authority to construct, operate and maintain a cable communications system operated within the territories of the Jurisdictions.

C. "Person" - any corporation, partnership, proprietorship, association, individual or organization authorized to do business in the State of Oregon, or any natural person.

D. "Jurisdiction" - any municipality or county which enters into this Agreement.

**Section 3. Commission Creation and Powers.** A unified regulatory commission, the "Consolidated Cable Communications Commission" (Commission) is created to carry out the purposes set forth in this Agreement and to administer the cable communications franchises granted by the Jurisdictions. The Commission is vested with all the powers, rights and duties necessary to carry out these purposes that are vested by law in each Jurisdiction, its officers and agencies, subject only to the limitations contained in this Agreement and in the cable communications franchise agreements. "Law" includes the federal laws and Constitution, the Oregon constitution and laws as well as the charters, ordinances and other regulations of each Jurisdiction.

**A. Regulatory Authority.** The Commission has the authority to act on behalf of the Jurisdictions jointly and separately, and in its own right, to oversee and regulate any cable communications system operated pursuant to the cable communications franchise agreements entered into by the Jurisdictions. The Commission has full authority to take any action necessary to enforce or administer franchise agreements for operation of cable communications systems, except where the power to take a specific action is either limited or reserved to the Jurisdictions by the provisions of Section 4 of this Agreement.

**B. Contracting Authority.** The Commission may make such contracts, grants, and take such other action as it deems necessary and appropriate to accomplish the general purposes of this Agreement. All contracts made shall conform to the requirements of Oregon law.

**Section 4. Powers Retained by Jurisdictions.**

**A. Discretionary Review.** Commission action to find a Grantee in violation of its franchise agreement, or to impose any penalty or financial remedy, or to regulate, establish or approve any Grantee rate or charge, shall become effective 30 days after the Commission's final decision. Any such Commission final decision shall not be effective unless a copy of the final decision is filed with the Recorder of each affected Jurisdiction within 10 days of such action. Such final decisions are subject to review by the governing body of each affected Jurisdiction. Within a 30-day period, any affected Jurisdiction may notify the Commission of its intent to exercise review authority. The Commission shall notify all affected Jurisdictions within 10 days of receiving the review notice. If a majority of the affected Jurisdictions acts within 60 days to overturn the Commission's final decision, such decision shall not become effective, and the matter shall be returned to the Commission for further proceedings as directed by the affected Jurisdictions.

1. Affected Jurisdiction means any Jurisdiction which is a party to the franchise agreement with the Grantee to which the Commission's final decision applies.

2. Recorder means a Jurisdiction's Clerk, Recorder or Auditor.

**B. Full Authority.** As set forth herein, the Jurisdictions reserve the authority to act on their own behalf. Each Jurisdiction agrees to make a good faith effort to weigh the impact of such actions on the overall operation of a cable system and the continuity of the Commission. Each Jurisdiction agrees to take no action in these areas until the Commission has had a prior opportunity to consider the matter.

Authority retained by the Jurisdictions includes:

1. Any decision to grant, revoke, terminate, extend, amend, renew or refuse to renew a franchise agreement.
2. Any decision concerning a change of ownership or control of a cable communications system or a Grantee.
3. Any decision to purchase or condemn a Grantee's interest, in part or in whole, whether or not pursuant to a termination, revocation or expiration of a franchise agreement.
4. Any decision regarding cable regulation which requires adoption of any ordinance or resolution by the Jurisdictions.
5. Any decision which requires the amendment of this Agreement.
6. Any authority which is reserved to or retained by the Jurisdictions by franchise agreement and which may not otherwise be delegated to the Commission.

#### Section 5. Commission Members.

A. The Composition. The Commission shall be composed of Commissioners appointed by the Jurisdictions. Each Jurisdiction, except Portland, shall select and appoint one representative to serve as its Commissioner. Portland shall select and appoint three representatives to serve as its Commissioners.

B. Quorum and Voting. The majority of the members of the Commission shall constitute a quorum. No Commission action shall be in effect except on a majority vote by those Commissioners present.

C. Term of Office and Succession. Commissioners shall be appointed to serve until their successors are appointed and assume their responsibilities, but shall serve under procedures authorized by the governing body of the Jurisdiction appointing them. However, a Jurisdiction's appointee shall not have any ownership interest in a Grantee. A vacancy on the Commission shall be filled by the governing body of the Jurisdiction whose position on the Commission is vacant.

#### Section 6. Meetings, Rules of Procedure and Officers.

A. Meetings to be Public. Meetings of the Commission shall be conducted pursuant to the Oregon Public Meetings law.

B. Rules of Procedure. At the first organizational meeting, or as soon thereafter as practicable, the Commission shall adopt rules governing its procedures including, but not limited to:

1. Times and places of regular meetings;
2. The method and manner of calling special meetings;

3. The method, term and manner of election of officers;
4. The responsibilities and duties of officers; and
5. The procedures for execution of writings and legal documents.

C. Officers. At the first organizational meeting, the Commission shall elect from among its members an interim chairperson and an interim vice-chairperson. The chairperson, and in his or her absence the vice-chairperson, shall preside at all meetings, call special meetings, and determine the order of business, until such time as rules requiring otherwise are adopted.

#### Section 7. Administration and Staffing Services.

The Commission shall contract with the City of Portland (the City) for administrative services as described in the attached Administrative Services Agreement (Exhibit 1). The Commission is authorized to amend, extend, or terminate the Administrative Services Agreement.

#### Section 8. Transfer of Staff and Assets.

##### A. Transferred Employees.

1. Upon termination of the administrative services agreement between the Commission and Multnomah County (the County), the County shall transfer Julie S. Omelchuck to the City's Office of Cable Communications and Franchise Management (Cable Office), providing that the County is no longer performing any cable regulatory services. Pursuant to ORS 236.630, Julie S. Omelchuck shall be placed in a position found by the City to be comparable to the position she enjoyed under the County's employment. The City shall consider Julie S. Omelchuck's education and physical qualifications, experience, and the salary, duties and responsibilities of her prior employment. The County shall furnish all of Julie S. Omelchuck's employment records to the City at the time of transfer. No affected employee shall be deprived of their employment by the County solely because of the transfer of administrative cable regulatory services to the City. The County shall find positions of employment within the County for all other affected employees.

2. The County shall pay each transferred employee all holiday and compensatory time, and any vacation leave time in excess of eighty hours, accumulated by such employee up to the date of the transfer. In addition, funds shall be transferred to the City from within the existing County cable office budget to cover accumulated sick leave, up to the date of transfer, for each transferred employee. The final amount of the payment for accumulated sick leave shall be determined by mutual agreement between the City and the Commission. The County shall reimburse the City for insurance premium costs, if any, resulting from health insurance coverage of preexisting conditions for any transferred employees. If at any time in the future Julie S. Omelchuck transfers back to the County by operation of the terms of Section 8A, the obligations for holiday, compensatory time and vacation leave time under this subsection shall apply equally to the City.

3. Any employees transferred by the County to the Cable Office shall be returned to the County if the transferred employee remains in a comparable employment position within the Cable Office and any one of the following events occurs: 1. The administrative services agreement between the City and the Commission is terminated; 2. The City withdraws from this Agreement; 3. The County withdraws from this Agreement; or 4. The Commission is dissolved under the terms of this Agreement.

4. This consolidation has presented unique circumstances resulting in the employee transfer provisions set forth in this Section. Due to these unique circumstances, the agreements contained in this Section shall not serve as precedent for any future employee transfer discussions between the City and the County.

B. Equipment assets, as listed in Exhibit 2, and general office supplies of the Multnomah Cable Regulatory Commission shall physically transfer to the City and shall become assets of the Commission.

C. The Jurisdictions shall share in the start up costs of the Commission proportionate to the FY 1993-94 budget contribution percentage of the respective Jurisdictions.

#### Section 9. Receiving and Distributing Funds.

A. The Commission shall comply with applicable state and local laws as to budget preparation and for audit of its books and records. The Jurisdictions may inspect all Commission books and records.

B. The annual budget adopted by the Commission shall be transmitted to the Jurisdictions by February 1. Each Jurisdiction shall review the Commission adopted budget prior to April 1 of each year. Upon approval by all Jurisdictions, the Commission-adopted budget shall become effective. If one or more Jurisdictions does not approve, the budget shall be returned to the Commission for modification and resubmitted to the Jurisdictions for approval. If all Jurisdictions do not approve a Commission budget by July 1, the previous fiscal year budget, less 10 percent, shall continue in effect until all Jurisdictions approve a Commission budget.

The Commission shall have the authority, subject to its approved annual budget, to expend funds for any lawful purpose up to the total amount of the approved budget. The Commission must seek approval by the Jurisdictions of budget amendments over the total amount of the approved budget. All Jurisdictions must approve such budget amendments for them to become effective. No Jurisdiction may amend, reduce or increase the approved Commission budget.

C. The cost allocation of each Jurisdiction in support of the Commission's approved budget shall be determined by the methodology as contained in Exhibit 3 to this Agreement. The Commission may adjust or modify the methodology during the annual budget process. The annual approved budget shall establish the specific cost allocation of each Jurisdiction and a schedule for all payments.

D. 1. The Commission is authorized to receive and collect cable franchise fees for all the Jurisdictions except Portland. The Commission shall distribute such fees



according to the terms of the franchise agreements and the Commission budgets approved by the Jurisdictions. Fees collected in excess of budgeted amounts shall be returned to the Jurisdictions from which such fees are attributable.

2. The Commission shall not collect the City of Portland cable franchise fees. The City of Portland agrees to transfer quarterly its share of the cost allocation in accordance with the approved Commission budget.

3. All other funds arising out of cable franchise agreements shall be collected by the Commission. The Commission shall allocate such funds in accordance with the franchise agreements and the Commission budgets approved by the Jurisdictions.

Section 10. Effective Date. This Agreement shall become effective upon its adoption by all Jurisdictions. Any Jurisdiction entering into this shall adopt an authorizing ordinance and shall forward a certified copy to the City of Portland. Within 30 days of the effective date of this Agreement, the City of Portland shall forward copies of the authorizing ordinances to the Secretary of State.

The first meeting of the Commission shall be held within 30 days of the effective date of this Agreement. The time and place for the first meeting of the Commission shall be determined by a majority of the Commissioners.

#### Section 11. Duration and Termination.

A. Duration. The duration of this Agreement is perpetual and the Commission shall continue from year to year, subject to subsection 11B. The Commission shall forward this Agreement to the Jurisdictions every three years for their review.

B. Termination. In order for any Jurisdiction to withdraw from this Agreement and to prevent obligations for its financial contribution to the Commission for the ensuing year, a Jurisdiction may only withdraw from the Commission by filing a written notice of withdrawal with the Commission by November 1 of any year, effective at the end of that fiscal year. Membership shall continue until the effective date of the withdrawal. However, the withdrawing Jurisdiction shall not take action on the Commission's annual budget. Prior to the effective date, the member Jurisdiction may rescind its withdrawal notice at any time.

Section 12. Assets. If a Jurisdiction withdraws before dissolution of the Commission, the Jurisdiction shall have no claim against the assets of the Commission. In the event of dissolution, all remaining assets of the Commission, after payment of obligations, shall be distributed among the then existing Jurisdictions in proportion to the most recent budget cost allocation percentage of the respective Jurisdictions. Jurisdictions may agree to buy out each others portion of assets.

Section 13. Dissolution. The Jurisdictions may dissolve the Commission and terminate this Agreement at any time by mutual agreement of all Jurisdictions. The Commission shall continue to exist after the dissolution for such period, no longer than three months, as is necessary to wind up its affairs but for no other purposes.

#### Section 14. General Terms.

A. Severability. The terms of this Agreement are severable and a determination by any Court or agency having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part, shall not affect the remainder of this Agreement.

B. Interpretation. The terms and provisions of this Agreement shall be liberally construed in accordance with its general purposes.

C. Increasing Member Units of Government. The Commission may develop a method for allowing other units of local government to enter into this Agreement, subject to the full authority provision of subsection 4B. A fee or cost for such entrance may be imposed.

D. Amendments. The terms of this Agreement shall not be amended without the written authorization of the governing bodies of all Jurisdictions.

E. 1. General Indemnification. Each Jurisdiction shall be responsible for the negligent acts or omissions of the Jurisdiction, 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.

2. By entering into this Agreement, the Jurisdictions are creating a public body under ORS Chapter 190 which is separately responsible for providing coverage for its officers, agents and employees, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260, et seq.

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

**City of Fairview**

\_\_\_\_\_  
Nancey DiDonato  
City Recorder

\_\_\_\_\_  
Fred Carlson  
Mayor

**City of Gresham**

\_\_\_\_\_  
Bonnie R. Kraft  
City Manager

\_\_\_\_\_  
Gussie McRobert  
Mayor

**Multnomah County**

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Laurence Kressel  
County Counsel

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Gladys McCoy  
County Chair

**City of Portland**

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Barbara Clark  
City Auditor

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Vera Katz  
Mayor

**City of Troutdale**

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Valerie Raglione  
City Recorder

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Gene Bui  
Mayor

**City of Wood Village**

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Sheila Ritz  
City Administrator/Recorder

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Derald Ulmer  
Mayor

*COCCMSSN.IGA*

**EXHIBIT 1**

**12/23/92**

**AGREEMENT BETWEEN  
THE CONSOLIDATED CABLE COMMUNICATIONS COMMISSION  
AND THE CITY OF PORTLAND  
FOR ADMINISTRATIVE SUPPORT SERVICES**

WHEREAS, the City of Portland is a home rule city, incorporated under the laws of the State of Oregon, and

WHEREAS, the Consolidated Cable Communications Commission has been created by an Intergovernmental Agreement between the Cities of Fairview, Gresham, Portland, Troutdale and Wood Village and Multnomah County, pursuant to ORS Chapter 190, the general laws and constitution of the State of Oregon and the laws and charters of the participating jurisdictions, and

WHEREAS, the Consolidated Cable Communications Commission has a need for administrative and support services, and

WHEREAS, the City of Portland has the ability to furnish such services and is willing to do so,

NOW THEREFORE, the City of Portland (City) and the Consolidated Cable Communications Commission (Commission) agree as follows:

Section 1. General Purpose. The general purpose of this Agreement is for the City to provide administrative support services to the Commission. It is the intention of the City and the Commission that the Commission shall retain full independent authority to act on all matters related to the purposes for which the Commission was created and to retain all powers granted to it under the Intergovernmental Agreement, as it was written and as it may be amended from time to time. By this Agreement, the City and the Commission do not intend to confer any liability upon the City for any action of the

Commission, independent of any liability that may now exist, or may arise in the future, because of the City's participation in the Intergovernmental Agreement which created the Commission.

**Section 2. General Administrative Services.**

A. The City agrees to provide the Commission with administrative and staffing support services in the areas of purchasing, fiscal administration, routine cable regulatory legal services, personnel and general support services, as set forth in this Agreement. The Commission shall follow City procedural requirements for purchasing, fiscal administration, personnel and general support services. The Commission shall retain full authority to act on all matters related to the powers granted to it by this Agreement.

B. The City shall defend, hold harmless and indemnify the Commission, its members or its agents from any and all claims, demands, settlements or judgments, including all costs and attorney fees, which arise from any City activity the City has agreed to provide pursuant to this Agreement. The Commission agrees to promptly notify the City Attorney of any claims or demands made against the Commission as a result of any activity of the Commission. The City shall not have any additional liability as a result of this Agreement for any action of the Commission apart from any liability which may result from the City's participation as a Jurisdiction in this Agreement.

**Section 3. Purchasing.** The City agrees to act as the purchasing agency of the Commission and will furnish purchasing agent services to the Commission upon its request provided that in any matter or purchase where the final determination of the successful bidder may be determined under Oregon law by

some criteria other than price, the Commission shall retain final authority to determine a successful bidder or proposal. The City of Portland City Council shall act as the local Public Contract Review Board for the Commission and have jurisdiction over any public contract matter properly brought before a local Public Contract Review Board pursuant to the terms of ORS Chapter 279.

Section 4. Fiscal Administrative Services. The City shall furnish to the Commission the full range of financial administration services requested by the Commission from time to time. These services shall include, but are not limited to, maintenance of Commission accounts, provision of accounts payable, accounting of all Commission revenues and expenditures, assistance in preparing an annual budget and when necessary, budget amendments, preparation of budget monitoring reports on the same frequency as utilized by the City, inclusion of the Commission's approved annual budget within the City's annual budget for transmission to and approval by the Multnomah County Tax Supervision and Conservation Commission, and financial review and external audit services.

The City shall be authorized to receive and expend funds on behalf of the Commission as adopted by the Jurisdictions in the annual budget and at the direction of the Commission. The City will account for such funds in a segregated, dedicated account.

No later than November 1 of each year, the City shall return to the Commission any compensation paid by the Commission to the City for the preceding fiscal year pursuant to Section 8, which was not expended or obligated by June 30 of that fiscal year.

Section 5. General Staff Support. The City agrees to provide sufficient staff to perform the administrative and support services provided in the Commission's approved annual budget. The Commission will set a work plan for each fiscal year and establish regulatory policies for the staff to implement on an ongoing basis. The City agrees to work through its Cable Commissioners to request changes in the Commission's work plan or policies. All decisions regarding creation, filling or reclassification of staff positions, or hiring, disciplining or terminating staff, shall be made by the City, after consultation with the Commission.

Section 6. General Support Services. The City agrees to provide to the Commission the full range of support services generally available to City bureaus and agencies on the same basis, terms, and conditions as such services are generally made available. These services include, but are not limited to, mail pick up and delivery services, access to City vehicles, printing and duplication, telecommunications services, data processing, and management and insurance of physical assets.

Section 7. Cable Regulatory Legal Services. The City agrees to provide routine cable regulatory legal services to the Commission as needed. The Commission may separately contract with third parties or with the City for extraordinary legal services such as rate review, renewal negotiations, litigation or administrative hearings regarding possible cable franchise violations.

Section 8. Compensation. The Commission agrees to pay the City

compensation for the administrative and support services to be provided under this Agreement. The payment shall be made out of the Commission's annual approved budget. By December 31 of each year, the City and the Commission shall agree on the amount to be paid for services for the following fiscal year. The amount shall be based on an estimate of the City's anticipated actual costs of providing such services to the Commission. The City shall keep records of such costs, and such records shall be available for inspection by the Commission upon request.

Section 9. Evaluation. The Commission shall conduct an annual evaluation of the City's administrative services to ensure that the Commission's needs are being met.

Section 10. Term. The term of this Agreement shall be perpetual, unless terminated by the parties pursuant to the terms herein.

Section 11. Termination. This Agreement may be terminated by either party effective July 1st of any year by giving written notice of the intent to terminate on or before the December 31st prior to the July 1st termination date. In addition, this Agreement may be terminated by written agreement of both the City and the Commission effective ninety (90) days after the effective date of the termination agreement.

Section 12. Notices. Notices to the Commission shall be sent to the location of its principal office, to the attention of the Chairperson of the Commission. Notices sent to the City shall be sent to the Office of Cable



Communications and Franchise Management. All notices required under this Agreement shall be sent by certified mail, return receipt requested.

Section 13. Transition. The Commission and the City recognize that on the effective date of this Agreement there continues in existence a similar administrative services agreement between the Commission and Multnomah County (County). These two agreements authorize both the City and the County to provide similar services for the Commission. In order to facilitate the orderly transfer from the County to the City of the administrative services provided to the Commission, the agreement between the Commission and the County may remain in force to a date no later than April 15, 1993. The Commission shall withdraw from the County and transfer to the City, at the Commission's election, the services covered by the County/Commission agreement and this Agreement. The transfer of all services provided by the County to the Commission under the existing County/Commission agreement shall be completed by no later than April 15, 1993.

Section 14. Effective Date. This Agreement will be effective upon its adoption by the Commission.

\_\_\_\_\_  
Chair,  
Consolidated Cable  
Communications Commission

\_\_\_\_\_  
Mayor, City of Portland

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

\_\_\_\_\_  
City Attorney  
Approved as to Form

MULTNOMAH CABLE REGULATORY COMMISSION  
EQUIPMENT ASSETS INVENTORY

November 30, 1992

<u>ITEM</u>	<u>ASSET ID</u>	<u>MAKE/MODEL</u>	<u>SERIALS #</u>	<u>INSTALLED PRODUCTS</u>
Computers (1 only)	29474	Zenith laptop Supersport SX	004DE002864	42MB HD, 3.25" 1.44MB Floppy, 640KB RAM < 2 serial & Parallel & 1 Parallel Ports; Dos 3.3, WORDPERFECT.
Computer (1 only)	28435	WANG 381	Z033Z2	40MB HD, 5.25" 1.2MB & 3.5" 1.44MB Floppy, 650KB RAM, Hercules Video Card, 2 serial & 1 Parallel Ports, WANG;DOS 5.0, WANG System Services, WORDPERFECT, PRIDE, PCLIS, LOTUS
Monitor	-0-	Zenith	019ND0726NOB	
Printer (1 only)	-0-	Kodak Lazer Jet		
File Cabinets (2 each)	-0-	Steel, two drawer, metal		
Supply Cabinet (1 only)	02557	Steel 8' x 4'		
Desk	-0-	Metal with formica top		
Chair Brown Desk Chair	23786			

MULTNOMAH CABLE REGULATORY OFFICE  
FURNITURE INVENTORY

Page 2 of 2

November 30, 1992

<u>ITEM</u>	<u>ASSET ID</u>	<u>MAKE/MODEL</u>	<u>SERIALS #</u>	<u>INSTALLED PRODUCTS</u>
Chair Brown Guest Chair	23785			
Chair Red Desk Chair	-0-			
Typewriter (1 only)	02564	IBM Selectric II	6890552	
Dictaphone (1 only)	05094	Sony BM-25A	622065	
Electric Stapler (1 only)	-0-	FC-90 Isaberg AB Sweden A908	111445	
Tape Recorder (1 only)	-0-	Realistic CAT NO. 14-1052A		
Adding Machines (2 each)	23784	Texas Instruments	135963	
Pencil Sharpener (1 only)	-0-	Boston	68000	
Coffee Pot (1 only)	-0-	Norelco 12 cup HB5193		

## EXHIBIT 3

## CONSOLIDATED CABLE COMMUNICATIONS COMMISSION

01-Dec-92

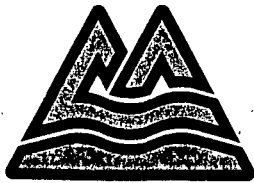
Cost Allocation Methodology						
Functions	Cost Allocation Unit	% of Cost Distribution	Amount of Distribution	Total No. of Units	... No. of Units PCRC	... No. of Units MCRC
1. Complex Franchise Reg./Negotiation/Enforc.	No. of Franchises *	40.0%	\$	3.17	2.17	1.00
2. Consumer Issues	No. of Subscribers	20.0%	\$	125,100.0	95,295.0	29,805
3. Monitoring Access and PCTV	No. of Contracts	10.0%	\$	3.0	1.0	2
4. Liaison with Jurisdiction	No. of Jurisdiction	10.0%	\$	6.0	1.0	5
5. FCC/Legislation	No. of Subscribers	10.0%	\$	125,100.0	95,295.0	29,805
6. Administration	Prop. to 1.2.3 & 4	10.0%	\$	100%	%	%
Total		100.0%				

PCRC: Portland Cable Regulatory Commission

MCRC: Multnomah Cable Regulatory Commission

SR\123\mergmthd

11:40



# MULTNOMAH COUNTY OREGON

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

## BOARD OF COUNTY COMMISSIONERS

GLADYS McCOY •	CHAIR •	248-3308
DAN SALTZMAN •	DISTRICT 1 •	248-5220
GARY HANSEN •	DISTRICT 2 •	248-5219
TANYA COLLIER •	DISTRICT 3 •	248-5217
SHARRON KELLEY •	DISTRICT 4 •	248-5213
CLERK'S OFFICE •	248-3277 •	248-5222

## AGENDA

### MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

#### FOR THE WEEK OF

**February 1 - 5, 1993**

**Monday, February 1, 1993 - 6:00 PM - Planning Commission/Board  
of County Commissioners  
Joint Work Session . . .Page 2**

**Tuesday, February 2, 1993 - 9:30 AM - Board Briefings . . .Page 2**

**Tuesday, February 2, 1993 - 1:30 PM - Agenda Review . . .Page 2**

**Wednesday, February 3, 1993 - 9:30 AM - Work Session. . .Page 2**

**Thursday, February 4, 1993 - 9:30 AM - Regular Meeting. . .Page 3**

**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.**

Monday, February 1, 1993 - 6:00 PM

Multnomah County Courthouse, Room 602

PLANNING COMMISSION/BOARD OF COUNTY COMMISSIONERS  
JOINT WORK SESSION

W-1 Joint Work Session to Discuss Land Use Planning Matters.

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Tuesday, February 2, 1993 - 9:30 AM

Multnomah County Courthouse, Room 602

BOARD BRIEFINGS

- B-1 Update on the Current State of Affairs Surrounding the Availability of Federal Resources for Continuation of Health Care Services for Newly Arriving Refugees. Presented by Jan Sinclair, Ron Spendal and Tom Fronk. 9:30 AM TIME CERTAIN. 45 MINUTES REQUESTED.
- B-2 Discussion Regarding Library Board Recommendations on the Library Capital Improvements/General Obligation Bonds. Presented by Ginnie Cooper and Others. 10:15 AM TIME CERTAIN. 45 MINUTES REQUESTED.
- B-3 Discussion Regarding the Consolidation of the Multnomah Cable Regulatory Commission and the Portland Cable Regulatory Commission. Presented by Julie Omelchuck and Betsy Williams. 11:00 AM CERTAIN. 30 MINUTES REQUESTED.
- B-4 Discussion Regarding the Multi-Disciplinary Team for Child Abuse. Presented by Randy Amundson, Michael Schrunk and Portland Police Bureau Staff. 11:30 AM TIME CERTAIN.
- 

Tuesday, February 2, 1993 - 1:30 PM

Multnomah County Courthouse, Room 602

AGENDA REVIEW

- B-5 Review of Agenda for Regular Meeting of February 4, 1993
- 

Wednesday, February 3, 1993 - 9:30 AM

Multnomah County Courthouse, Room 602

WORK SESSION

- W-1 Continued Discussion and Request for Policy Direction Regarding the Citizen Convention Recommendations. Facilitated by Bill Farver. 9:30 TIME CERTAIN, 60 MINUTES REQUESTED.
- W-2 Discussion Regarding the Public Safety 2000 Report. Facilitated by Bill Farver. 10:30 AM TIME CERTAIN. 90 MINUTES REQUESTED.

Thursday, February 4, 1993 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

NON-DEPARTMENTAL

- C-1 In the Matter of the Re-Appointment of Pat Bozanich to the CITIZEN INVOLVEMENT COMMITTEE, Term Expires February 1, 1995
- C-2 In the Matter of the Appointment of Micky Ryan, Term Expires July, 1993; and Margaret Ann Jozsa, Term Expires July, 1995; to the HOUSING AND COMMUNITY DEVELOPMENT COMMISSION
- C-3 In the Matter of the Appointments of Margaret (Peg) Caliendo to the COMMUNITY CORRECTIONS CITIZEN BUDGET ADVISORY COMMITTEE; and Dan Phegley to the SHERIFF'S CITIZEN BUDGET ADVISORY COMMITTEE; Terms Expire September, 1995
- C-4 In the Matter of the Appointments of Commissioner Dan Saltzman, Public Sector; and Ramsay Weit (Representing Mayor Vera Katz), Public Sector, to the MULTNOMAH COUNTY COMMUNITY ACTION COMMISSION, Terms Expire February, 1995

DEPARTMENT OF SOCIAL SERVICES

- C-5 Ratification of an Intergovernmental Renewal Agreement, Contract #103883, between Multnomah County Alcohol and Drug Program Office and the City of Portland Serves as the Fiscal Agent for the Regional Drug Initiative, for the Period January 1, 1993 through June 30, 1993

REGULAR AGENDA

JUSTICE SERVICES

SHERIFF'S OFFICE

- R-1 Budget Modification MSCO #9 Requesting the Transfer of \$70,999 form General Fund Contingency to the Sheriff's Office Enforcement Budget to Pay for a Multidisciplinary Child Abuse Team (Continued from 1/21/93)

NON-DEPARTMENTAL

- R-2 RESOLUTION in the Matter of Commissioner Liaison Assinnments for the 1993 Calendar Year
- R-3 In the Matter of a Contract Amendment to the Oregon Nurses Association Contract 1991-1994
- R-4 RESOLUTION in the Matter of Thanking County Employees for Their Participation in the 1992 Charitable Giving Campaign for Multnomah County

- R-5 First Reading of an ORDINANCE Amending ORDINANCE 748, (Columbia River Gorge National Scenic Area Plan Implementation) by Repealing MCC 11.15.3568(H) and Amending MCC 11.15.3572 to Clarify Multnomah County Review Procedures for Land Use Decisions in the Columbia River Gorge - 10:30 TIME CERTAIN. 15 MINUTES REQUESTED.
- R-6 RESOLUTION in the Matter of Submitting a Three Year Rate Based Serial Levy to Fund Library Services to the Voters at a Countywide Election
- R-7 RESOLUTION in the Matter of Submitting to the Voters in a Countywide Election a Three Year Rate Based Serial Levy to Fund Jail Operations
- R-8 In the Matter of the Department of Community Corrections Requesting an Exemption from the Hiring Freeze for All Department Staff who are Providing Direct Service and Supervision of Offenders Including: Probation/Parole Officers, Corrections Technicians, and Corrections Counselors
- R-9 In the Matter of the Department of Environmental Services Requesting an Exemption from the Hiring Freeze to Fill Two Positions in Critical Services: an Office Assistant 2 Position in the Records Management Section of Assessment and Taxation; and a Senior Planner in the Land Use Planning Division
- R-10 In the Matter of the Request of an Exemption from the Hiring Freeze to Fill a Position in the Chair's Office

#### MANAGEMENT SUPPORT

- R-11 BUDGET MODIFICATION NOND 17 Requesting Authorization to Transfer \$28,738 from Finance, Employee Services, and Planning & Budget to General Fund Contingency, to Implement Hiring Freeze Savings

#### JUSTICE SERVICES

##### COMMUNITY CORRECTIONS

- R-12 BUDGET MODIFICATION DCC #23 Requesting Authorization to Reduce a Vacant Fiscal Specialist Sr. Position in the DCC Administrative Services Division and Reduce a Program Development Specialist Position in the Diagnostic and Program Development Division, Reducing the General Fund Allocation by \$74,107 to Implement Hiring Freeze Savings

#### DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-13 RESOLUTION in the Matter of Requesting State Legislators to Maintain State Funding for the Multnomah County Fair
- R-14 BUDGET MODIFICATION DES #12 Requesting Authorization to Transfer \$10,427 from DES Administration Personnel Services, to General Fund Contingency, to Implement Hiring Freeze Savings



- R-15 BUDGET MODIFICATION DES #13 Requesting Authorization to Reduce the 92-93 Adopted Animal Control Division Budget by \$7,290 and Return the Savings to General Fund Contingency, to Implement Hiring Freeze Savings
- R-16 BUDGET MODIFICATION DES #14 Requesting Authorization to Transfer \$19,034 from Various Personal Services Categories within the Expo Center Division Budget, to General Fund Contingency, to Implement Hiring Freeze Savings
- R-17 BUDGET MODIFICATION DES #15 Requesting Authorization to Transfer \$10,393 from DES Facilities & Property Management, to General Fund Contingency, to Implement Hiring Freeze Savings
- R-18 BUDGET MODIFICATION DES #16 Requesting Authorization to Transfer \$21,250 from the ISD Division, DP Fund Personal Services Budget, to General Fund Contingency, to Implement Hiring Freeze Savings
- R-19 BUDGET MODIFICATION DES #17 Requesting Authorization to Transfer \$8,000 from the Planning and Development Division Budget, to General Fund Contingency, to Implement Hiring Freeze Savings
- R-20 BUDGET MODIFICATION DES #18 Requesting Authorization to Transfer \$41,764 from the Assessment and Taxation Division Budget, to General Fund Contingency, to Implement Hiring Freeze Savings

DEPARTMENT OF SOCIAL SERVICES

- R-21 BUDGET MODIFICATION DSS #27 Requesting Authorization to Reduce \$3,300 from the DSS Director's Office Personnel Budget, to General Fund Contingency, to Implement Hiring Freeze Savings
- R-22 BUDGET MODIFICATION DSS #28 Requesting Authorization to Reduce \$90,223 from the Mental Health, Youth and Family Services Personnel Budget, to General Fund Contingency, to Implement Hiring Freeze Savings
- R-23 BUDGET MODIFICATION DSS #29 Requesting Authorization to Reduce \$19,132 from Aging Services Administration Budget, to General Fund Contingency, to Implement Hiring Freeze Savings
- R-24 BUDGET MODIFICATION DSS #30 Requesting Authorization to Reduce \$8,250 from the Housing and Community Services Division Personnel Budget, to General Fund Contingency, to Implement Hiring Freeze Savings
- R-25 BUDGET MODIFICATION DSS #31 Requesting Authorization to Reduce \$44,095 from the Juvenile Justice Division Budget, to General Fund Contingency, to Implement Hiring Freeze Savings

LIBRARY SERVICES

R-26 BUDGET MODIFICATION DLS #4 Requesting Authorization to Reduce \$80,500 from the Library Personal Services Budget, to General Fund Contingency, to Implement Hiring Freeze Savings

PUBLIC COMMENT

R-27 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.

Meeting Date: FEB 01 1993

Agenda No.: W-1

(Above space for Clerk's Use)

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AGENDA PLACEMENT FORM

SUBJECT: Joint Planning Commission/Board of County Commissioners Work Session

REGULAR MEETING: Date Requested 2/1/93 (6:00 pm)

Time Needed 2.5 hrs.

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

Time Confirmed \_\_\_\_\_

DEPARTMENT Nondepartmental

DIVISION County Chair's Office

CONTACT Scott Pemble

TELEPHONE X-3182

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

ACTION REQUESTED

     Informational      Policy Direction      Approval      Other

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

Joint Planning Commission/Board of County Commissioners Work Session to discuss County Planning Program

SIGNATURES

ELECTED OFFICIAL: Gladys McCarty

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  
1993 JAN 28 PM 2:04  
MULTI-UTAH COUNTY  
OREGON

# Multnomah County Planning Commission



## AGENDA

**Multnomah County  
Board of Commissioners  
and  
Planning Commission  
Joint Work Session  
on  
Land Use Planning Matters**

**February 1, 1993  
Multnomah County Courthouse, Rm 602  
6:00 P.M.**

1. Overview of Multnomah County (slide presentation)
2. Multnomah County Land Use Planning Program
3. Federal, State, Local Planning Requirements
4. Work Program Fy 1992/93
5. Other Planning Projects in the Portland Metro Region
6. Future Focus, Interest, Issues, and Projects

RECEIVED

JAN 25 1993

Meeting Date: FEB 02 1993

GLADYS McCOY  
MULTNOMAH COUNTY CHAIR

Agenda No.: B-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Refugee Health Services

BCC Informal Feb. 2, 1993 BCC Formal (date)  
(date)

DEPARTMENT: Health DIVISION: Specialty Care

CONTACT: Jan Sinclair TELEPHONE: 248-3674

PERSON(S) MAKING PRESENTATION Jan Sinclair, Ron Spendal,  
and Tom Fronk

**ACTION REQUESTED:**

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

ESTIMATED TIME NEEDED ON BOARD AGENDA: 45 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):

An update for the Board on the current state of affairs surrounding the availability of federal resources for continuation of Health Care Services for newly arriving refugees. These services were started in 1975 as a grant funded program, and changed into a capitated, risk based agreement in fiscal year 1985-86. Eligibility has been reduced over the years from 36 months of arrival to eight months. Recent actions by the Federal Office of Refugee Resettlement (ORR) may significantly impact our ability to continue as the provider of services for refugees in the metropolitan area.

(If space is inadequate, please use other side)

**SIGNATURES:**

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

**Or**

**DEPARTMENT MANAGER** Billi Oslegard

(All accompanying documents must have required signatures)

BOARD OF  
COUNTY COMMISSIONERS  
1993 JAN 26 PM 1:45  
MULTNOMAH COUNTY  
OREGON

## Refugee Health Services

(REEP Agreement)  
BCC Informal 2-2-93

*Briefing #B-1  
2-2-93  
Handout #1*

Presented by:

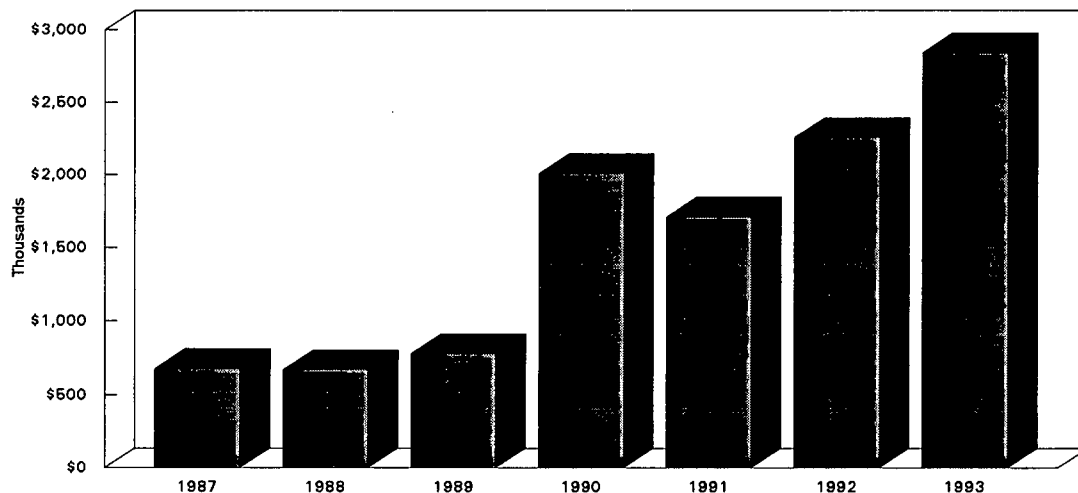
Ron Spendal, State Refugee Coordinator  
Jan Sinclair and Tom Fronk, Health Department

The REEP agreement is for a full range of health care (primary care, specialty referrals, and hospitalization) for new refugee arrivals into the metro area. New arrivals are eligible for services for eight months after arrival into the United States. It is a risk based agreement. This means that if the County collects more or less in capitation payments than it expends to provide services it may make or lose money. Payments are capitated, meaning that the County is paid a monthly premium for each client enrolled, independent of how much service they demand.

**Risk** Risk is generated from three sources:

- a single or group of catastrophic events may occur. The County purchases insurance, called stop-loss insurance, to protect against this type of loss.
- should the agreement terminate, outstanding claims for outside referrals incurred but not realized (IBNR's) would need to be paid after the revenue stream ends.
- the continuing out of pocket expense could exceed the negotiated capitation revenue.

The County has been the local provider of refugee health services since 1975. The current capitated agreement has been in place seven years. Since its inception, revenues have grown significantly:



**Current Budget:**

The current budget of \$2,843,500 is projected based on the current cap rate of \$207 and the current average enrollment of 1,145 clients. The revenues fund the International Health Center; specialty referrals and hospital care for refugees; dental services for refugees at County dental clinics; and support from the MultiCare and Medical payables unit.

**Proposed Changes:**

States currently design with federal approval the health care delivery systems for refugees. The federal government is proposing the creation of a national, private health care intermediary for all refugees. In addition, the fed proposed limiting eligibility to seven months, and capping of total expenditures to \$1,000 per new arrival.

The federal government has let a medical care RFP but has been enjoined by the federal court system from pursuing this model at this time. There is not prediction how the Clinton administration will deal with the outstanding issue.

REFUGEE INFORMATION  
FOR  
MULTNOMAH COUNTY  
COMMISSIONERS

LEGAL DEFINITION OF A REFUGEE

FOR THE UNITED STATES

A refugee is a person who has been screened by the Immigration and Nationality Service and approved as a person who has been persecuted or has a well-founded fear of persecution on account of race, religion, nationality, membership in a particular social group, or political opinion.

At this time, the United States no longer stipulates that the person has had to have fled his native country to be considered as a refugee.



**Ron Spendal**  
State Refugee Coordinator  
Income Maintenance Section



# Oregon

DEPARTMENT OF  
HUMAN RESOURCES

Adult and Family Services  
Human Resources Building,  
2nd Floor  
Salem, Oregon 97310-1013  
(503) 945-6099  
In Portland 294-0328  
FAX (503) 378-3782



REFUGEE ADMISSIONS INTO THE UNITED STATES / OREGON

FEDERAL FISCAL YEAR	EAST ASIA	EAST EUROPE	FORMER SOVIET UNION	LATIN AMERICA	AFRICA	NEAR EAST & S. ASIA	PRIVATE SECTOR	TOTALS	ANNUAL ADMISSION CEILINGS	OREGON ARRIVALS	% OF U.S.
1975	135,000	1,947	6,211	3,000				146,158	N/A	2,063	1.41%
1976	15,000	1,756	7,450	3,000				27,206	N/A	484	1.78%
1977	7,000	1,755	8,191	3,000				19,946	N/A	356	1.78%
1978	20,574	2,245	10,688	3,000				36,507	N/A	649	1.78%
1979	76,521	3,393	24,449	7,000				111,363	N/A	2,086	1.87%
1980	163,799	5,025	28,444	6,662	955	2,231		207,116	N/A	6,213	3.00%
1981	131,139	6,704	13,444	2,017	2,119	3,829		159,252	217,000	4,123	2.59%
1982	73,522	10,780	2,756	602	3,326	6,369		97,355	140,000	1,862	1.91%
1983	39,408	12,083	1,409	668	2,648	5,465		61,681	90,000	1,029	1.67%
1984	51,960	10,285	715	160	2,747	5,246		71,113	72,000	1,164	1.64%
1985	49,970	9,350	640	138	1,953	5,994		68,045	70,000	966	1.42%
1986	45,454	8,713	787	173	1,315	5,998		62,440	67,000	886	1.42%
1987	40,112	8,606	3,694	315	1,994	10,107		64,828	70,000	793	1.22%
1988	35,015	7,818	20,421	2,497	1,588	8,415	733	76,487	87,500	914	1.19%
1989	45,680	8,948	39,553	2,605	1,922	6,980	1,550	107,238	116,500	1,853	1.73%
1990	51,611	6,196	50,716	2,309	3,494	4,991	3,009	122,326	125,000	2,350	1.92%
1991	53,485	6,855	38,661	2,237	4,424	5,359	1,789	112,810	131,000	1,926	1.71%
1992	51,848	2,886	61,298	2,924	5,491	6,844	853	132,144	142,000	2,550	1.93%
TOTALS	1,087,098	115,345	319,527	42,307	33,976	77,828	7,934	1,684,015		32,267	
1993 CEILING	52,000	1,500	50,000	3,500	7,000	7,000	10,000		132,000*		

\* = INCLUDES 1,000 UNALLOCATED ADMISSIONS SLOTS.

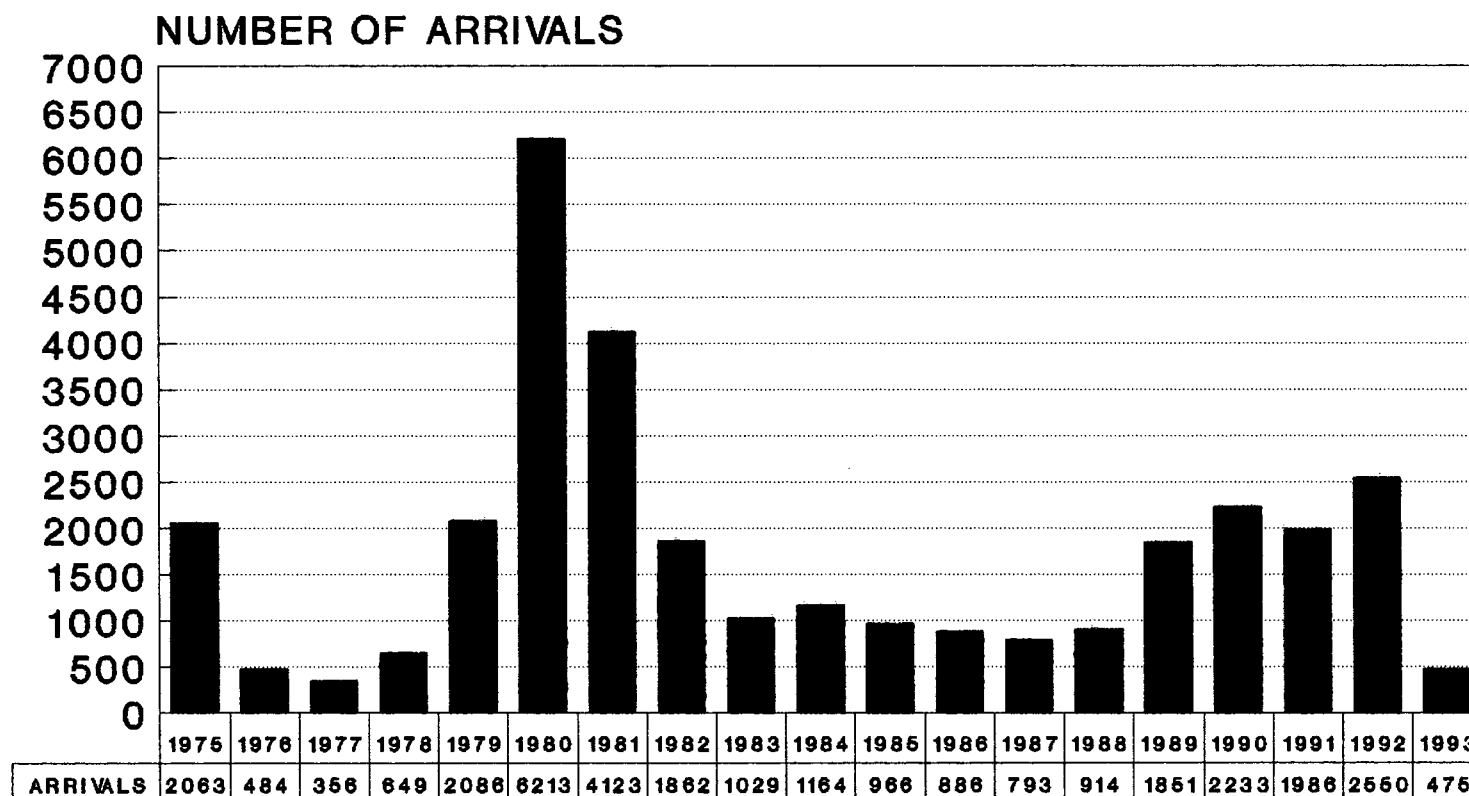
OREGON REFUGEE POPULATIONAN ANALYSIS

The current era of the refugee program begins in 1975. As of the end of 1992, Oregon has received 32,742 refugees. Oregon ranks as the 29th largest state by population and is the eleventh largest refugee resettlement state in the country.

	General Population	Refugee Population	Ratio
Oregon	2,979,000	32,742	1 : 91
City of Portland	458,275	21,282	1 : 22
Multnomah County	605,000	23,247	1 : 26
Tri-County	1,308,700	27,503	1 : 48

# OREGON REFUGEE ARRIVALS

## TOTAL ARRIVALS BY YEAR



FEDERAL FISCAL YEARS

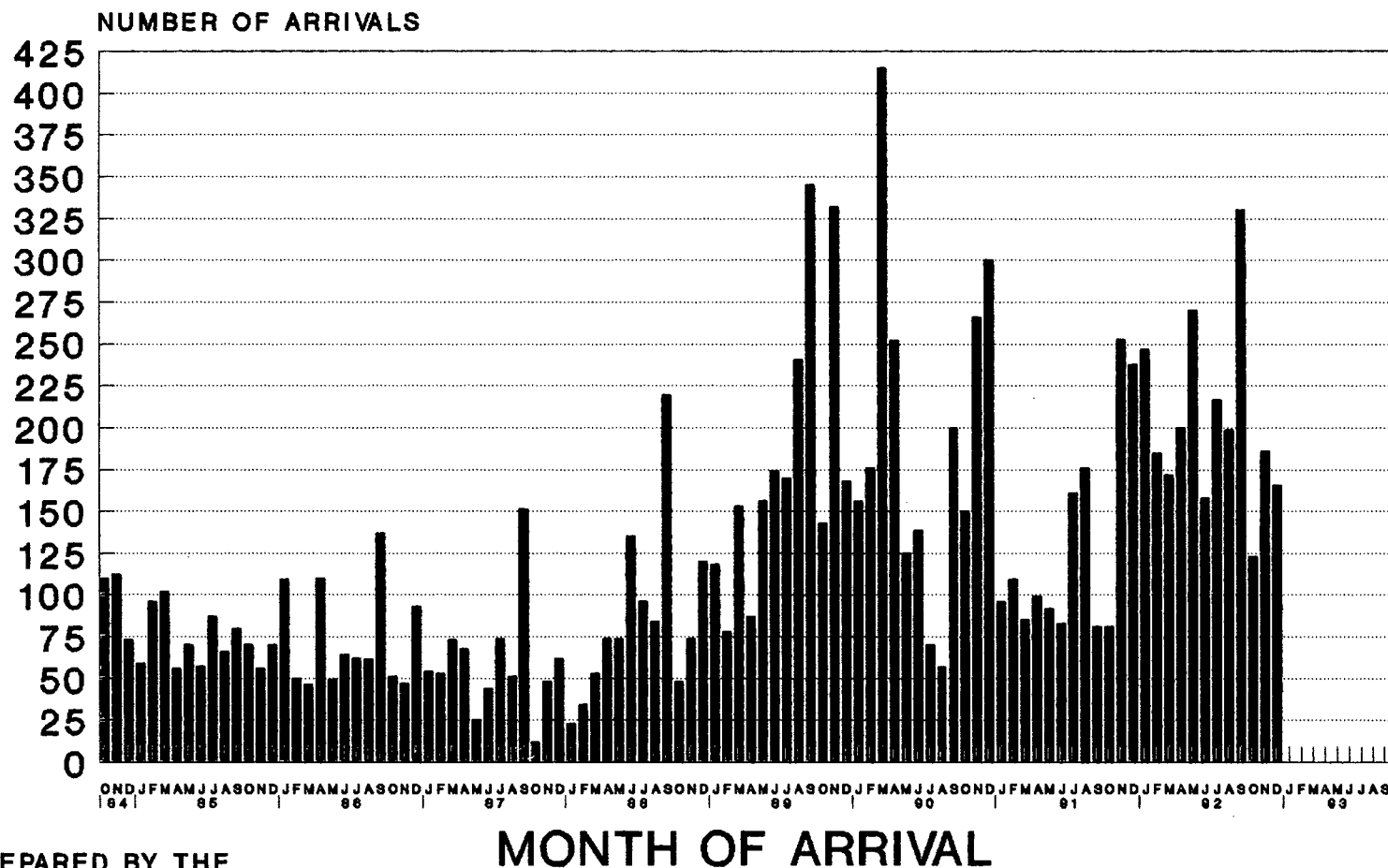
■ ARRIVALS

PREPARED BY THE  
STATE OF OREGON  
REFUGEE PROGRAM

December 31, 1992

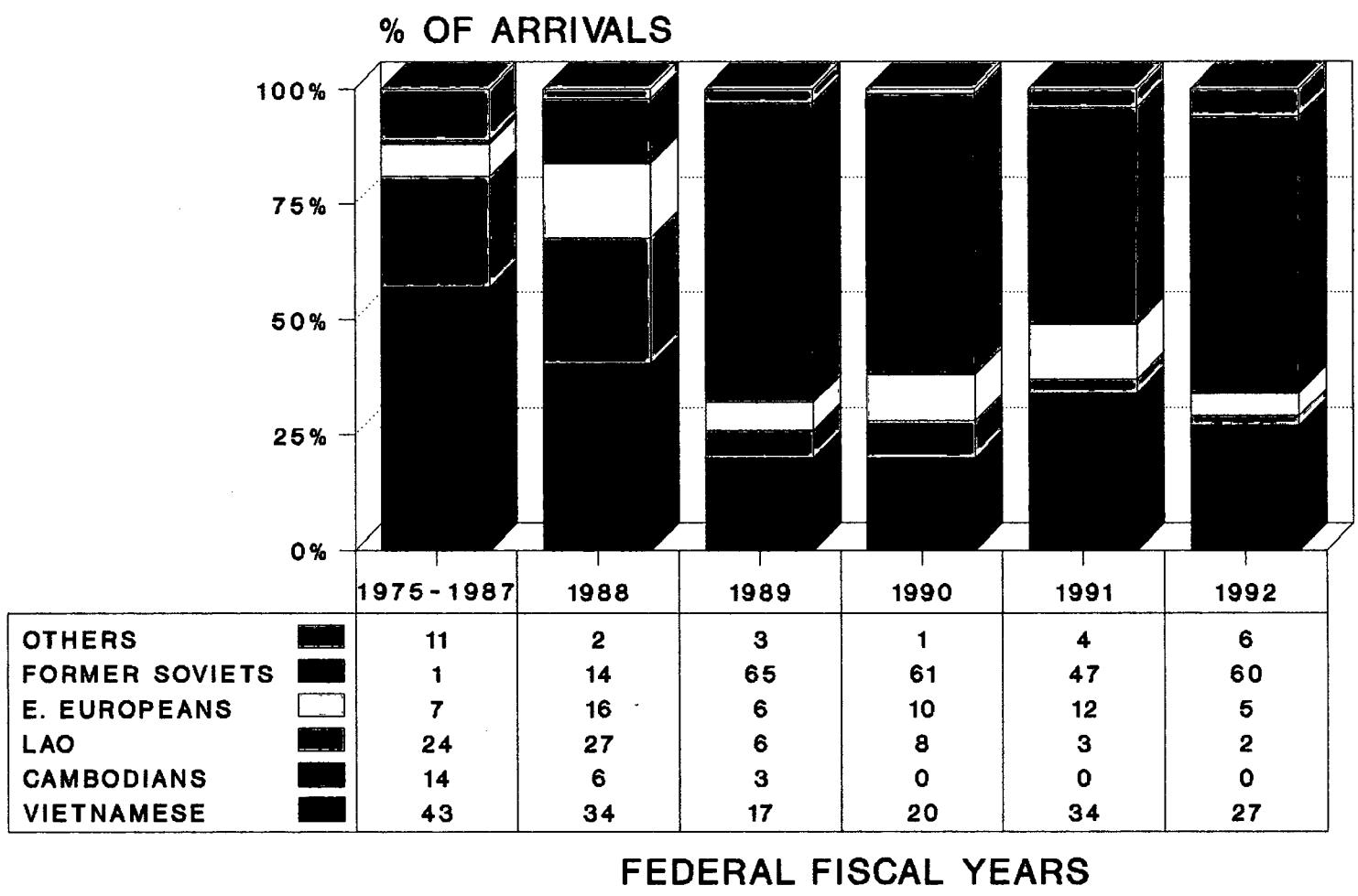
# OREGON REFUGEE ARRIVALS

## TOTAL BY MONTH



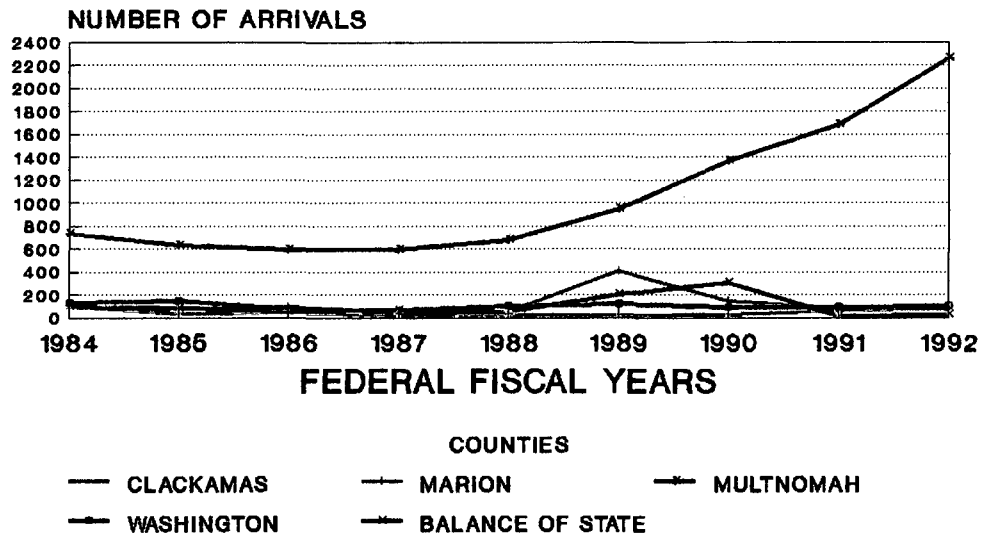
PREPARED BY THE  
STATE OF OREGON  
REFUGEE PROGRAM

# OREGON REFUGEE ARRIVALS ETHNIC COMPOSITION



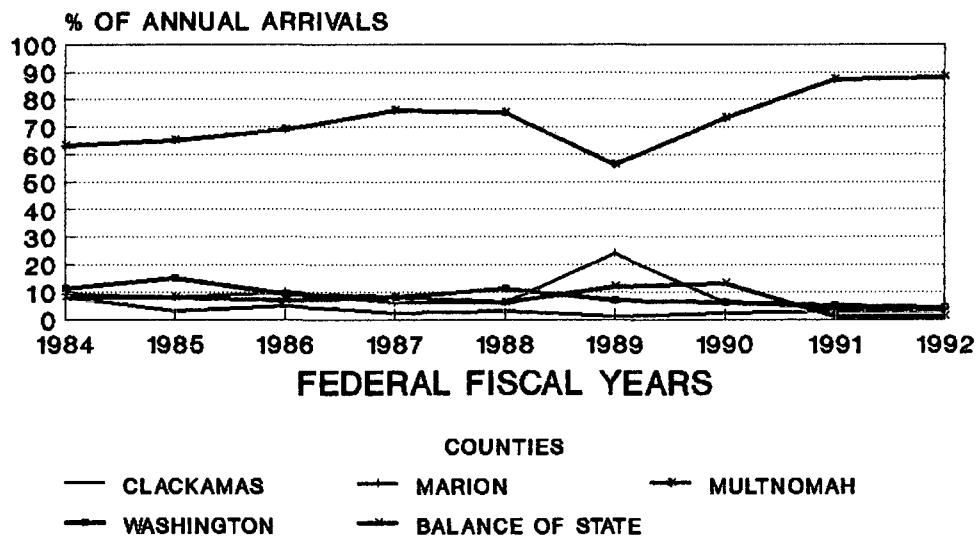
JANUARY 20, 1993

## OREGON REFUGEE ARRIVALS BY COUNTY



JUNE 1992

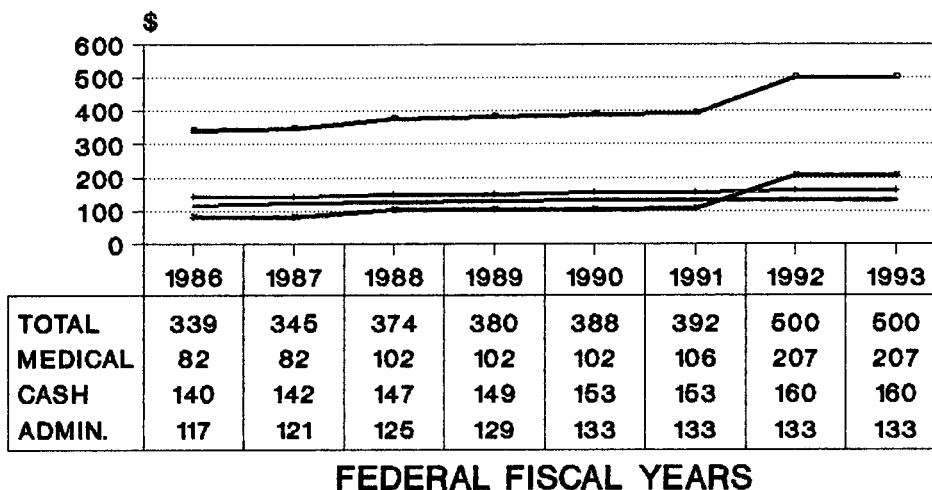
## OREGON REFUGEE ARRIVALS BY COUNTY



JUNE 1992

DEVELOPED BY THE  
STATE OF OREGON  
REFUGEE PROGRAM

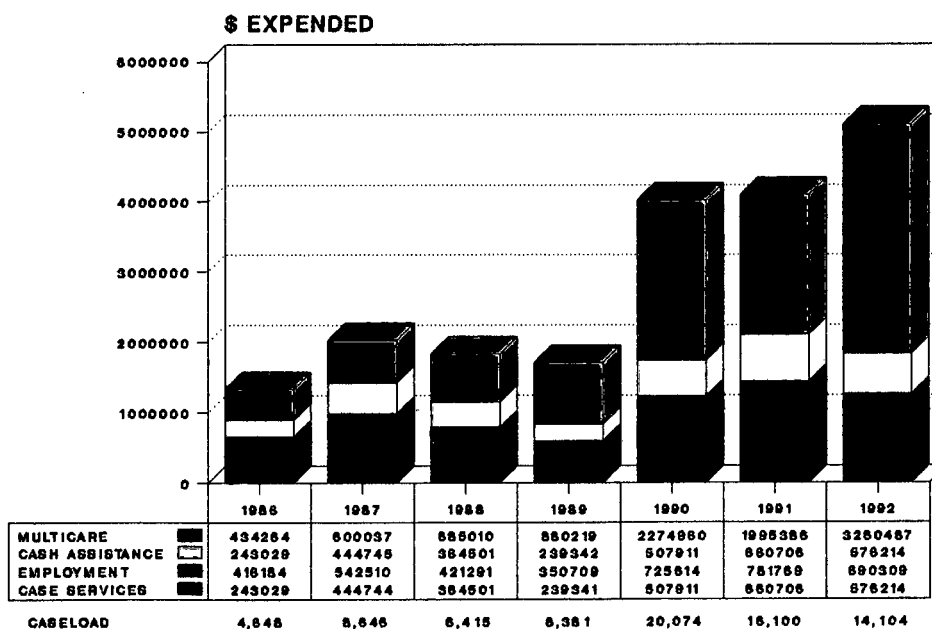
## R.E.E.P. BUDGET CAPITATION AMOUNTS



— ADMIN. — CASH — MEDICAL — TOTAL

PRODUCED BY THE  
STATE OF OREGON  
REFUGEE PROGRAM

## R.E.E.P. EXPENDITURES BY FEDERAL FISCAL YEAR





Meeting Date: FEB 02 1993

Agenda No.: B-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Library Capital Improvements - General Obligation Bonds

BCC Informal 2/2/93 BCC Formal \_\_\_\_\_  
(date) (date)

DEPARTMENT Library DIVISION \_\_\_\_\_

CONTACT \_\_\_\_\_ TELEPHONE 5403

PERSON(S) MAKING PRESENTATION Ginnie Cooper and others

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☒ POLICY DIRECTION ☐ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 45 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):

You have made the preliminary decision to ask for voter approval for general obligation bonds to fund library capital needs. The purpose of this briefing is to provide you with Library Board recommendations on Central Library and review the work planned for Central as well as current cost estimates. Information on Midland Library will also be provided.

County staff, architect George McMath, library board members, and others will be present to answer questions you may have.

(If space is inadequate, please use other side)

SIGNATURES:

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

Or

DEPARTMENT MANAGER Ginnie Cooper

(All accompanying documents must have required signatures)

1993 JAN 26 PM 11:45  
CLERK OF COUNTY BOARD  
MULTI-NOVA COUNTY  
OREGON



## MULTNOMAH COUNTY OREGON

NEWS

CONTACT: Teri Duffy, Public Information Officer, 248-3308  
PHOTO, VIDEO, AUDIO OPPORTUNITY: YES IMMEDIATE RELEASE

### MULTNOMAH COUNTY PROPOSES MAJOR RENOVATION OF CENTRAL AND MIDLAND LIBRARIES

On Tuesday, February 2, at 10:15 A.M. in Room 602 of the County Courthouse at 1021 S.W. 4th. Ave., the Multnomah Board of County Commissioners will receive a briefing on the proposed \$31 million general obligation bond to fund library capital improvements. The purpose of the discussion is to provide the Multnomah County Board with current cost estimates and specific recommendations for major renovation at both Central and Midland libraries.

General obligation bonds may be used to cover costs of construction and major capital repairs. The revenue option requires voter approval and allows the County to levy additional property taxes for twenty years outside the \$10 cap imposed by Measure 5.

-MORE-

BOARD OF  
COUNTY COMMISSIONERS  
1993 JAN 29 AM 9:11  
MULTNOMAH COUNTY  
OREGON

In May of 1990, Central Library was found to be structurally dangerous because of accumulated damage from small earthquakes and the lack of supports in the building's second floor interior walls. The City of Portland is obligated to close the Central Library if structural defects are not repaired. Multnomah County has examined several options and finds renovation over a five year period to be the most cost effective. Additional suggested repairs include, electrical improvements; disabled accessibility enhancements; asbestos removal; upgrades to the fire and security systems; and increased space made available to improve the public's access to open book shelves.

The Midland Library, one of the County's busiest branches, is over-crowded and inadequate. Residents of mid-county have anticipated an expansion of the facility to provide greater accessibility to needed library books and materials.

Architect George McMath; members of the Library Advisory Board; Ginnie Cooper, Director of Libraries; and Multnomah County staff from facilities management, budget and finance will be present at the Board's briefing. Discussion will focus on the financial implications of the proposed \$31 million general obligation bond to be approved by voters in a "vote-by-mail" election on May 18, 1993.


# # #

MULTNOMAH COUNTY  
**LIBRARY**

205 N.E. Russell Street • Portland, OR 97212-3796 • PHONE: (503)248-5402 • FAX: (503)248-5441

Ginnie Cooper, Director of Libraries

*Briefing # B-2*  
*2-2-93*  
*Handout #1*



## MEMORANDUM

---

TO: Multnomah County Board of Commissioners

Tanya Collier  
Gary Hansen  
Sharron Kelley  
Dan Saltzman  
Gladys McCoy, Chair

FROM: Ginnie Cooper, Director of Libraries

DATE: January 19, 1993

SUBJECT: Briefing on Library General Obligation Bonds

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You have made the preliminary decision to ask for voter approval for general obligation bonds to fund library capital needs. On Tuesday, February 2, at 10:15, I will brief you on the decisions that have been made so far on the projects to be funded, and find out what additional information you will need before the general obligation bond is approved for the ballot.

The Library Board's Capital Needs Subcommittee makes the following recommendations relating to the Central Library:

1. Central Library should be repaired and renovated, and will then be able to fill the functions as a central library for the foreseeable future. This alternative is preferable to a new building or another site.
2. The technology of installing seismic isolators should not be pursued for the Central Library. Though the building would be more likely to survive and be usable after a major earthquake, the cost of retrofitting the building to accommodate this technology is very high.
3. Cost estimates assume that the construction is done in phases and that the building stays open during the construction. The construction will take about five years.

## WORK TO BE DONE AT CENTRAL LIBRARY

The need to renovate the Central Library, as well as plans to do so, began some years ago. Phase one of the renovation was included in the 1990 library levy. The discovery of the lack of supports in the second floor interior walls in May of 1990 made the need for renovation of the building even more acute.

The following will be accomplished with the work that has been planned:

- The library's structural problems will be fixed, and the new code requirements for seismic safety will be met.
- The electrical service for the building will be up-graded. The requirements for electricity, phone lines, and computer cable have changed since the building was constructed in 1913.
- Humidity and temperature control will be added for the comfort of the people in the building, and, more importantly, to stop the deterioration of the book collection.
- The book stacks which are closed to the public will be removed, and increased public space made available. Seventy per cent - about 300,000 books - of the Central Library collection now kept on those closed stacks will be shelved on open shelves.
- Additional building modifications include providing for greater handicap accessibility, completion of asbestos removal, and upgrading fire sprinkler and alarm system.

Architect George McMath of McMath-Hawkins-Dortignacq will be present at the briefing to answer any questions you may have about the work planned. Mr. McMath has been involved with the Central Library since 1959, and was hired by the County for the preliminary planning work for the renovation of Central Library.

## ESTIMATE OF COSTS FOR CENTRAL LIBRARY

At the BCC briefing of August of 1990, Commissioners were given an estimate of \$24.6 million for the work planned. This estimate assumed that a decision about funding this project be made in fall of 1992. We are slightly behind on that schedule.

Jim Emerson, County Construction Manager, will be present at the briefing to review cost estimates with you. Before the briefing date, you will receive a report from Jim that will include the cost estimates that were developed with the assistance

of George McMath and the independent construction cost estimators. The Library Board's Capital Needs Subcommittee requested that estimates provided by County staff be verified by professional cost estimators.

## MIDLAND LIBRARY

The Library Board has recommended that costs for expansion of Midland Library be included in the general obligation bonds. In your preliminary discussions of the bond measure, Commissioners have agreed that Midland Library should be included if we know enough information to be reasonably sure of site and costs before the deadline for filing the general obligation bond.

With the help of Jim Emerson, other County staff, and Bob Boileau of SERA Architects who did the Gresham Regional Library, I can now tell you that a Midland Library of 20,000 to 24,000 square feet (about the size of Gresham Library) can be built on the site of the present Midland Library for a total project cost of \$5.3 million. This is the same cost estimate Commissioners were given at the briefing in August of 1991.

## ADDITIONAL QUESTIONS

Dave Boyer, County finance manager, and Dave Warren, County budget manager, will also be present to answer questions you may have about the financial implications of this decision about what costs can be paid with general obligation bonds, timing for issuance of the bonds and for calling for the election.

If you have other specific questions you will want to have answered, please let me know. As you know, the general obligation bonds need to be filed soon.

GC:rg

cc: Multnomah County Library Board Members  
Jeanne Goodrich  
June Mikkelsen  
Margaret Epting  
Dave Warren  
Dave Boyer  
George McMath  
Jim Emerson



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES  
DIVISION OF FACILITIES AND  
PROPERTY MANAGEMENT  
2505 S.E. 11TH AVENUE  
PORTLAND, OREGON 97202  
(503) 248-3322

GLADYS McCOY  
MULTNOMAH COUNTY CHAIR

*Briefing #B-2  
2-2-93  
Handled #2*

## MEMO

To: Board of County Commissioners  
Gladys McCoy, Chair  
Tanya Collier  
Gary Hansen  
Sharron Kelley  
Dan Saltzman

From: Jim Emerson, Construction Manager

Date: January 26, 1993

Re: Facilities Data to Support Library G.O. Bond Request

The primary purpose of this memo and attachments is to familiarize you with the cost estimates for both the Central Library Renovation and the Midland Library Expansion. Much of this information has been issued piecemeal to various parties over the past 18 months, so I have attempted to summarize each key decision affecting the estimates, as well as to make figures current. Please feel free to call me at 248-3322 to clarify items.

This data package contains the following elements, on separate pages to make reference and revision easier:

- A. Summary descriptions, & decisions approved by the Library Board.
  - 1. Facilities Management PROJECT COST Estimates: Concept
  - 2. Central Library Project Description
  - 3. Central Library Decision: Remodel vs. New Building
  - 4. Central Library Decision: Requirements + Recommendations
  - 5. Central Library Decision: Seismic Response/Isolators
  - 6. Midland Library Project Description
  - 7. Midland Library Decision: Existing Site vs. New Site
- B. ESTIMATE DATA FOR LIBRARIES
  - 1. Estimate Summary Sheets, Central and Midland
  - 2. Estimate Detail Sheets, Central (by Cost Planners, Inc.)
  - 3. Contingency explanations for Central estimates

cc: Multnomah County Library Board  
Blanche Schroeder, Chamber of Commerce  
George McMath, Architect  
Ginnie Cooper  
Jeanne Goodrich  
June Mikkelsen  
Margaret Epting

F. Wayne George  
Betsy Williams  
Dave Warren  
Dave Boyer  
F.M. Proj. Mgrs:  
M. Harrington (Cntrl)  
L. Sobo (Midland)

## FACILITIES MANAGEMENT PROJECT COST ESTIMATES: CONCEPT

The Estimate Summary sheets (labelled B.1 in the Library Data package) are meant to convey the total one-time facilities costs which result from a decision by the organization to implement the described strategy. There are 16 categories of cost on the sheet, plus a contingency selected according to the stage of development of the project. We have had a lot of experience with Murphy's Law at work on projects, and emphasize that the contingency is as real a project cost as any other.

We believe that comprehensive estimating gives decision-makers the most solid basis of comparison between options, and presents the least risk of funding a project inadequately. That the initial funding hurdle seems higher is more than offset by the probability of completing the project within budget and to a satisfactory level of utility for the long term.

It is critical to understand that published figures about other projects, from both public and private sources, rarely are based on full project cost disclosure. Newspaper accounts generally give construction bid costs, or estimates thereof. These are about half of full project costs. Contractors, building owners, and architects are prone to discuss buildings in terms of construction costs, or construction and engineering costs, only. Often, just the "shell" costs are quoted, with "tenant buildout" (to make the structure useable) left as an "extra." Another strong tendency in the competitive bid and leasing realm is to quote very optimistic, "lowest possible" cost figures. Obviously, neither tendency benefits a public body which must fund every cost between the fall of the gavel on decision day, and the reality of a building full of working people, from a fixed project budget.

Aside from competitive factors, most organizations do not account for all costs in such a way as to capture everything we include. Due to different capital and expense accounts, such items as move costs, furniture, telecommunications cabling, and interim leases, are commonly not made part of the project costs.

There are some costs which Facilities Management does NOT estimate, and which may occur as real costs to the County as a result of a project going forward. The Department involved typically estimates these:

- Staff overtime, call-in time, and/or temporaries during moves, shutdowns, or interim remote locations;
- Management or consulting costs associated with press releases, public hearings, internal review, staff concerns or training;
- Losses due to damage to books or equipment;
- Inflation due to unanticipated delays in decision-making;
- Ongoing operating cost differences in energy consumption, or due to different staffing levels.



## CENTRAL LIBRARY PROJECT DESCRIPTION

With the recognition that the Central Library could be greatly improved in both patron accessibility to the collection and in staff efficiency, Library staff began planning for building renovation, under the auspices of the Library Association of Portland, in the late 1980's.

County Facilities Management staff began working closely with Library staff in 1989 to resolve the serious roof leak problems (the roof and skylights were replaced in 1991.) When the Library transferred to the County from the L.A.P. in 1990, the work was continued. Structural problems were first noticed by engineers working on the roofing design, and the County commissioned a structural engineering study of the building which was completed late in 1990. The building was declared a "Dangerous Structure" (see sheet A.4.) Additional damage was noticed by staff in May of 1991, resulting in more structural revelations and the placement of protective scaffolding on much of the second floor. The City is obligated to close the building if the County does not remedy the structural deficiencies in a reasonable period of time.

The planned project shuts down roughly half a floor at a time, leaving the rest of the building functioning. In each closed section, most interior walls and ceiling are removed, then replaced with structural walls which brace the concrete frame against lateral motion. All room finishes will have to be removed and replaced, including built-in shelving along all walls. At the same time, the 1913 electrical system will be upgraded to eliminate the breaker opening and overheating which plague it now, and the asbestos insulation in the heating system will be removed. New air shafts connected to an air-conditioning system will be hidden in the new walls. The building will be brought into compliance with ADA accessibility standards and energy codes.

Functionally, the old stack core at the center of the building - inaccessible to the public due to exit codes - will be eliminated and replaced with 3 open floors connected to existing public spaces. This will result in 70% of the collection being in open stacks and only 30% requiring stack-call access by staff, reversing the existing proportion. The meeting room will be relocated to allow expansion of the children's library and separation of the public restrooms from that area. A new, small 4th level housing staff lockers, lunchroom, and workroom will be added (in a low design satisfactory to the Landmarks Commission) to free up maximum space within the 3 main floors for public access.

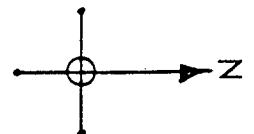
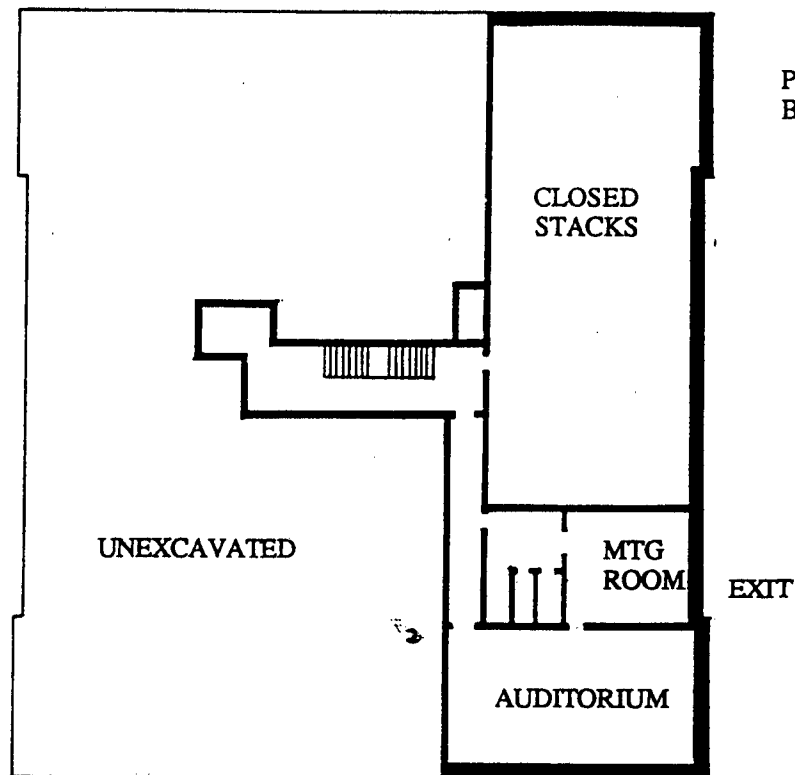
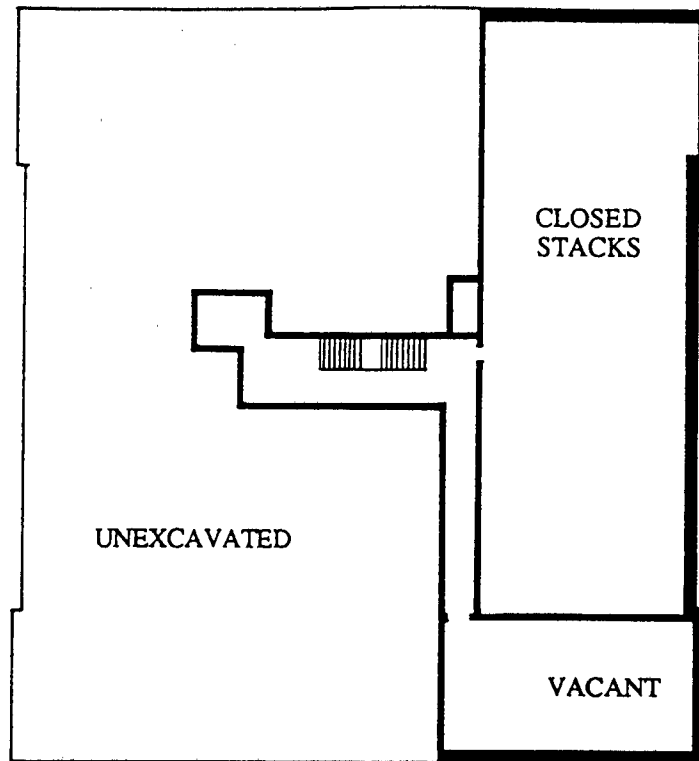
continued

Other revisions allow a more logical and open arrangement of departments, and provide for a coffee shop and library store on the first floor to generate revenue.

Central Library as modified will then be safe and efficient, and ready to serve the community through the next century. The transformation will have been wrought while preserving the historic architectural features of the building and the pleasing proportions of its spaces, such as the high ceilings and symmetrical main rooms.

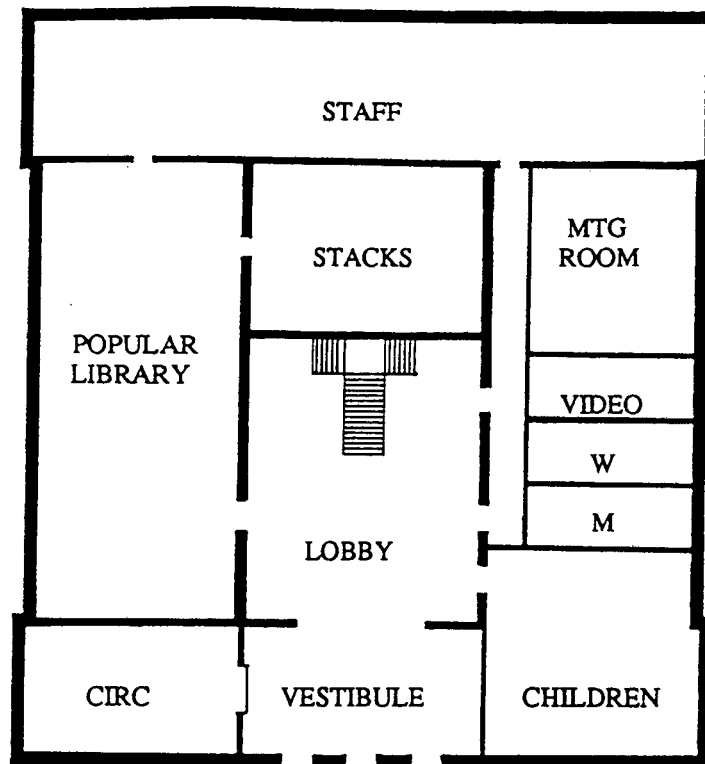
If project funding is approved in May 1993, schematic plans will be turned to working drawings for the first phase over the next 10 months, with the first phase to bid in 1994. The project is planned at 5 years, resulting in completion in 1999.

Please see the attached "before and after" schematic plans and sections.

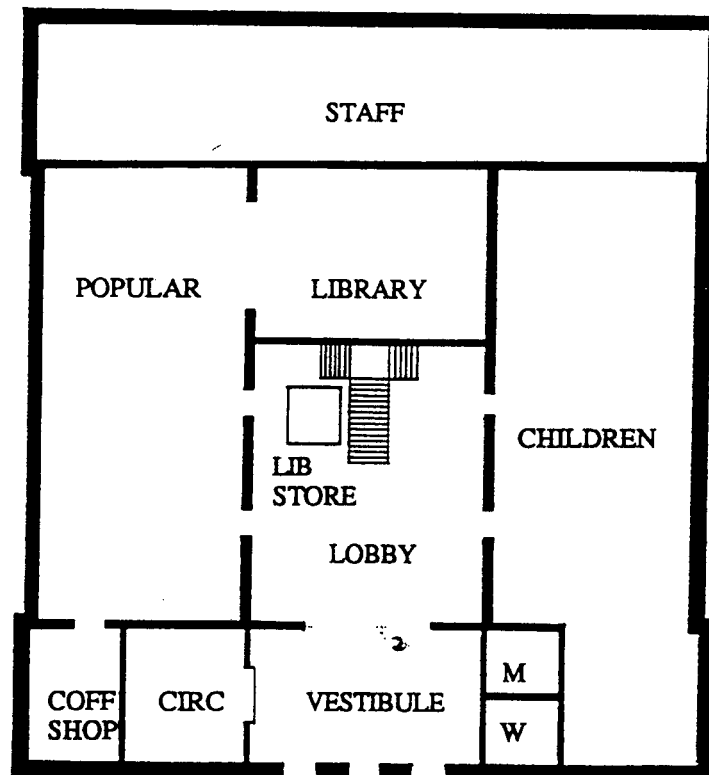


# MULTNOMAH COUNTY LIBRARY CENTRAL LIBRARY DEVELOPMENT PLAN

MCMATH HAWKINS DORTIGNACQ ARCHITECTS - JANUARY 1993



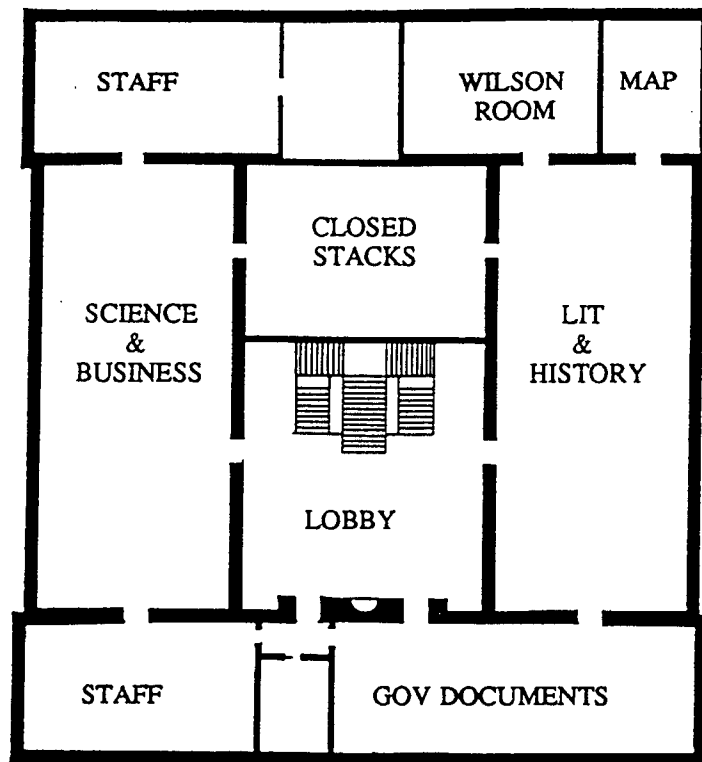
EXISTING  
FIRST FLOOR PLAN



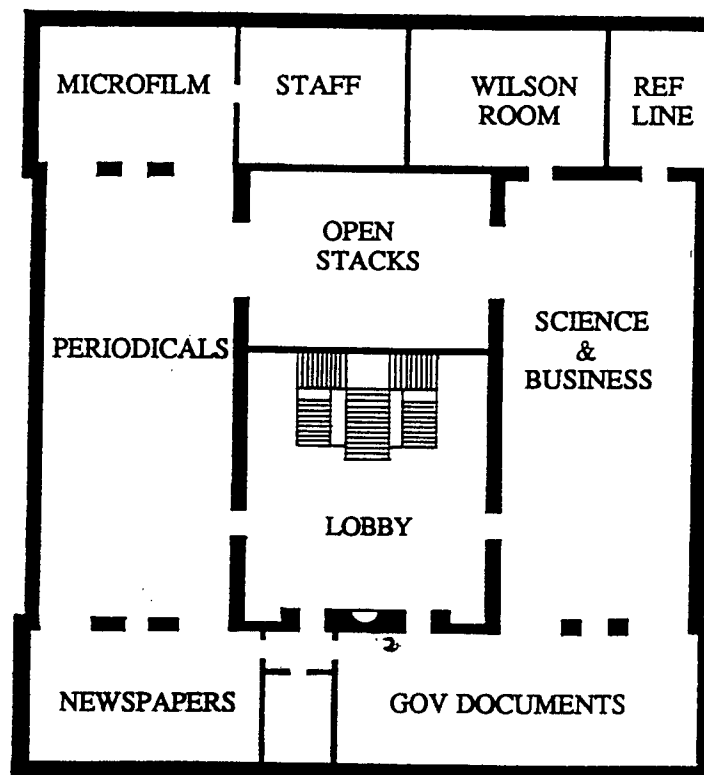
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FIRST FLOOR PLAN

# MULTNOMAH COUNTY LIBRARY CENTRAL LIBRARY DEVELOPMENT PLAN

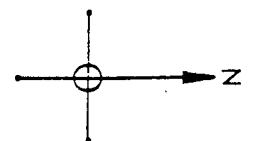
MCMATH HAWKINS DORTIGNACQ ARCHITECTS - JANUARY 1993



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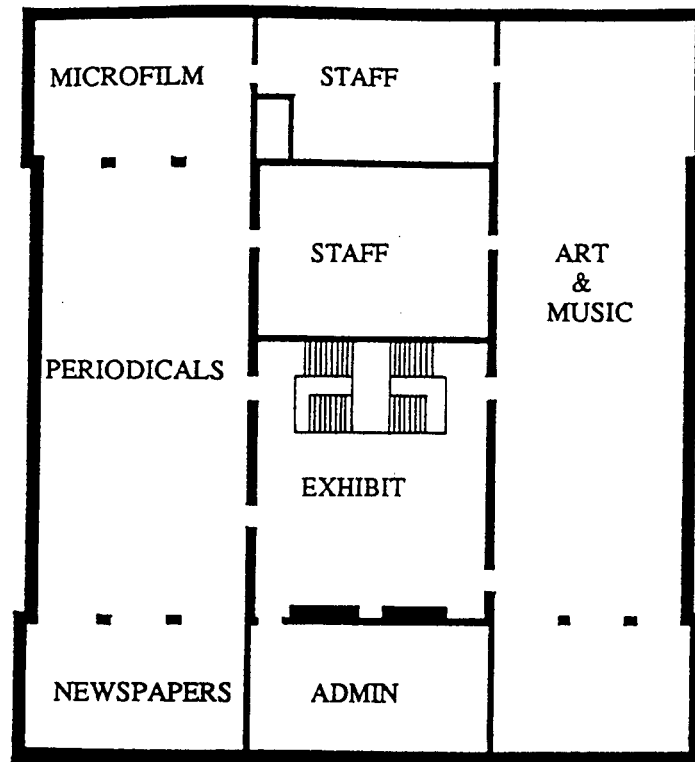


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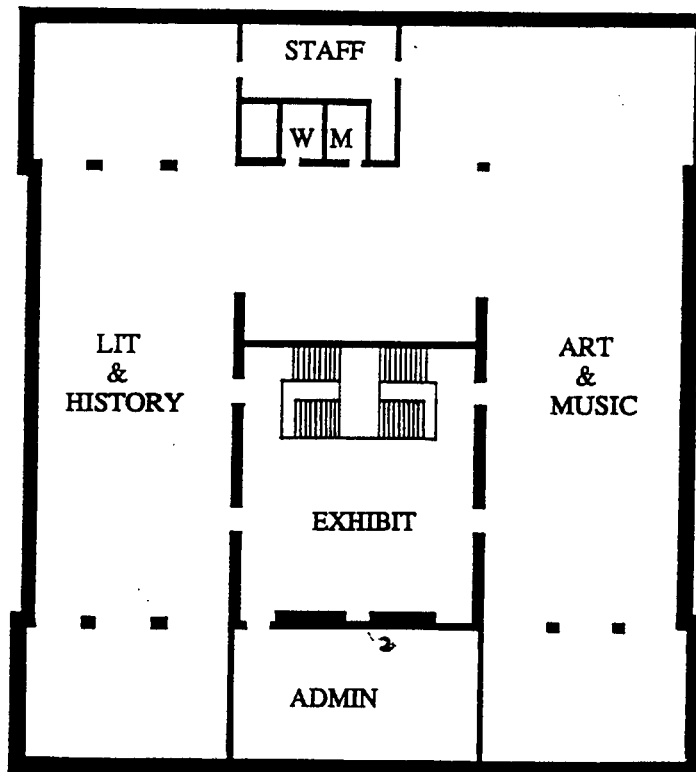


# MULTNOMAH COUNTY LIBRARY CENTRAL LIBRARY DEVELOPMENT PLAN

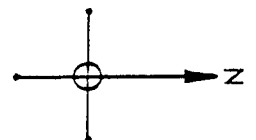
MCMATH HAWKINS DORTIGNACQ ARCHITECTS - JANUARY 1993



EXISTING  
THIRD FLOOR PLAN

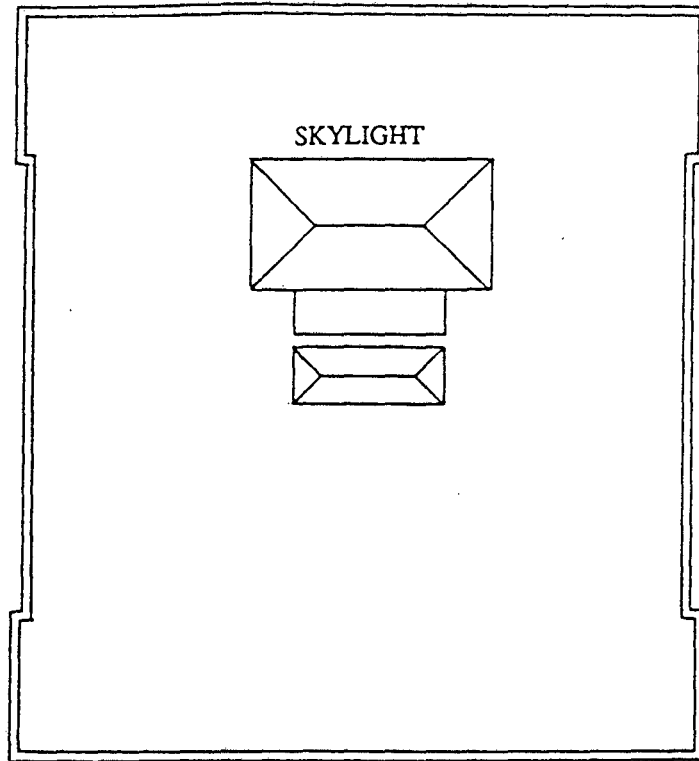


PROPOSED  
THIRD FLOOR PLAN

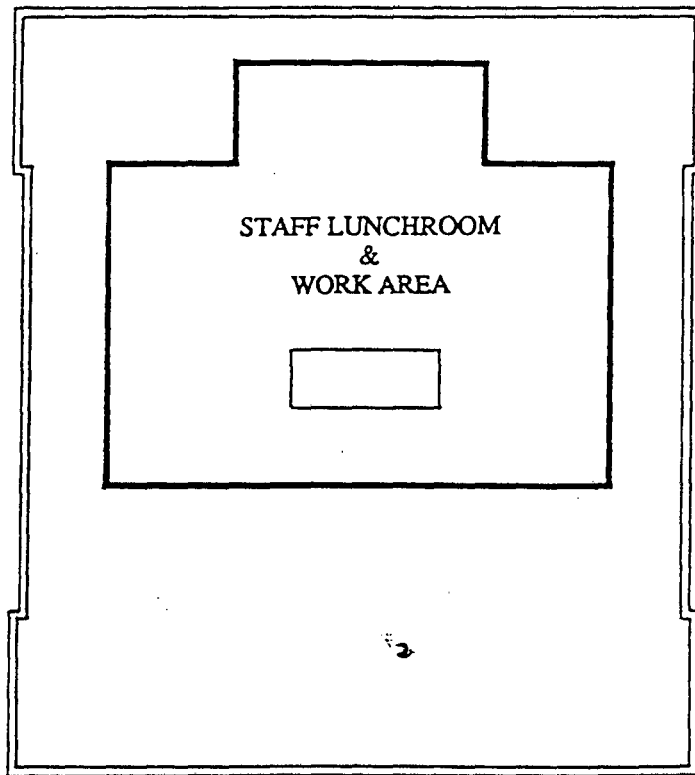


# MULTNOMAH COUNTY LIBRARY CENTRAL LIBRARY DEVELOPMENT PLAN

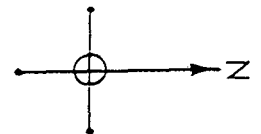
MCMATH HAWKINS DORTIGNACQ ARCHITECTS - JANUARY 1993



EXISTING  
ROOF PLAN



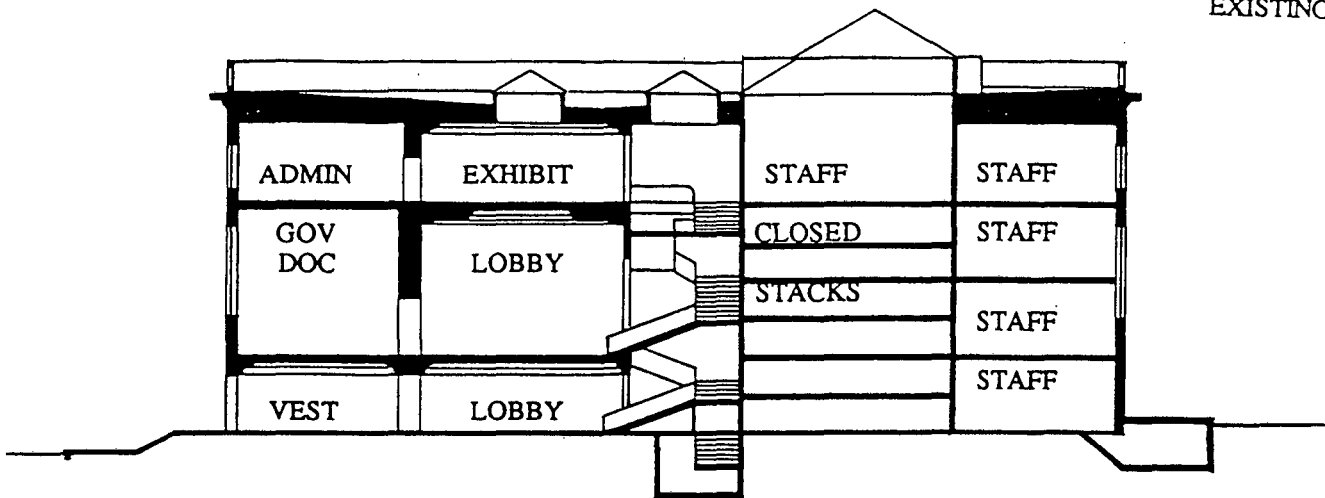
PROPOSED  
ROOF AND  
FOURTH FLOOR PLAN



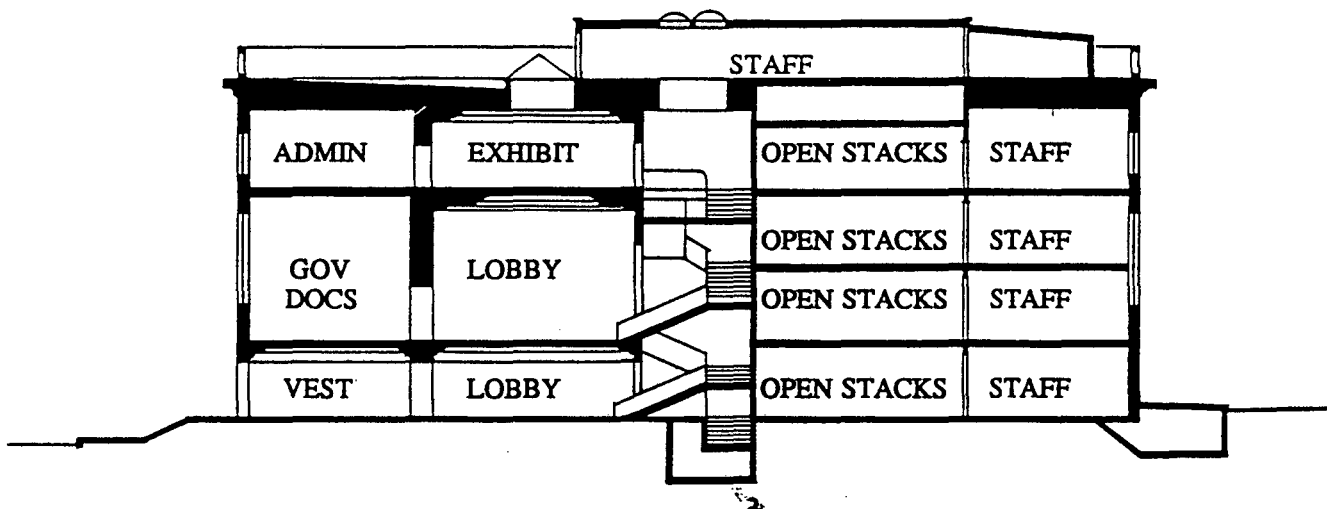
MULTNOMAH COUNTY LIBRARY  
CENTRAL LIBRARY DEVELOPMENT PLAN

MCMATH HAWKINS DORTIGNACQ ARCHITECTS - JANUARY 1993

EXISTING



PROPOSED



# MULTNOMAH COUNTY LIBRARY CENTRAL LIBRARY DEVELOPMENT PLAN

MCMATH HAWKINS DORTIGNACQ ARCHITECTS - JANUARY 1993



**CENTRAL LIBRARY DECISION: REMODEL VS. NEW BUILDING**

The Library Board recommends strongly that the existing Central Library be remodelled to serve this community for many more decades, rather than replaced by a new building. Several key ideas lie behind this decision:

1. The existing building, with proposed modifications, is the right size and configuration for a Central Library to function through the next century.
2. The existing location is ideal for access from both business and individual patrons, considering downtown foot traffic as well as parking and MAX access.
3. The existing building is an Historic structure on both National and City registers, and is a truly fine example of its grand architectural type. The community will preserve this structure, at considerable cost, even if it were not to be used as a Library.
4. Alternative, quality downtown locations, with existing uses removed and a new building erected, would be considerably more expensive on a total project cost basis. This is particularly true if, as is likely, a quality, long-life building with some architectural presence was the selected response.
5. Locations away from downtown, which might allow acquisition and construction of a mall-style building for comparable cost, would be rejected by the community for a Central Library, on both functional and historic bases.
6. The process of finding and agreeing on a new site, plus agreeing on a new design, would add several years (and hence several million dollars) to the project.

Comparison estimates have been prepared several times; updated for the present and rounded:

Proposed renovation of Central Library:	\$24.6 million
New building, same site & interim loc.:	39 Million
New building, new downtown site :	38 million
New building, owned site (Motor Pool) :	33 million
Renovated warehouse, not downtown :	23+ million

The above figures are to provide the same net useable library space and minimum required parking. If size or parking was increased to take advantage of the project opportunity, costs of alternatives would be higher. Also, if a unique design and/or special finishes were adopted (due to the cultural prominence of Central Libraries in most large cities) the project costs could easily double.

**CENTRAL LIBRARY DECISION: REQUIREMENTS/RECOMMENDED**

A large portion of the Renovation of Central Library is not optional, if the community expects to keep the building open. Other aspects are discretionary, but make sense to do at the same time that sections of the building are shut down, and major wall replacement is going on.

**Requirements:**

The key requirement is to reinforce the building's structure, walls, and ceilings to better resist wind and earthquake loading. The building is notably deficient with respect to seismic resistance - both under the new Code requirements adopted by the State of Oregon in January 1993 and under the previous code. Central Library is classified as a "Dangerous Structure" under the City's Building Regulations (Title 24). While it is barely more dangerous today than when new (aside from some cracks accumulated in minor earthquakes, the most notable of which resulted in the present scaffolding installed on the second floor,) it is so deficient relative to eventual expected earthquakes that the City will force closure if the County does not remediate the building in a reasonable amount of time. Because of the extent of structural renovation, the rest of the building will also have to be brought up to Code.

**Discretionary:**

Some aspects of proposed renovation are not strictly required by Code, but are driven by a logical desire to make the functioning of the building adequate to support Library operations in a structure which will be ready for its next hundred years. For example, provision of positive ventilation, and air conditioning, will increase comfort of both patrons and staff, plus protect the collection from the temperature and humidity variations, and dust, that accompanies the existing window-opening. Additional connections between departments, and opening an additional 40% of the collection to public access by removal of the submarine-like cast-iron stack core, will not only make the patrons' visits smoother, but also will enhance staff utilization.

The functional renovations cannot, by Code, be done without the structural upgrade; the structural upgrade cannot be done without substantial Code compliance work on electrical distribution, restrooms, and exits; the reconstruction of the building interior to meet codes is the only feasible time to incorporate major HVAC and wall changes.

**CENTRAL LIBRARY DECISION: SEISMIC RESPONSE/ISOLATORS**

After the initial discoveries of the library's tenuous structural condition, the structural engineers proposed a reinforcement scheme in keeping with industry norms and local construction practices. Basically, the interior walls, which currently lend no lateral strength to the concrete frame and indeed are in danger of collapsing themselves, will be replaced by steel-reinforced concrete core walls at strategic locations. The visible finish walls will look no different. The initial estimates were based on this scheme, in June 1991.

Subsequently, the project team was introduced to a new technology in seismic protection, invented in New Zealand and licensed to a San Francisco firm: "seismic isolation." In effect, the new or retrofitted building is mounted on large shock absorbers which reduce the magnitude of force experienced by the structure by a factor of about 8, in a large earthquake. Ideally, this technique has two primary advantages: the force reduction often eliminates the need for extensive retrofitting above the foundation; and the building is very likely to survive a major earthquake in operating condition (conventional stiffening, even to the new Code, is meant only to provide for safe egress. The Code succeeds if the building does not collapse, but many buildings are damaged beyond repair in major quakes.)

Due to the potential advantages, we spent several months schematically engineering and estimating an isolation system for Central Library. Unfortunately, the building's foundation system is unusually difficult to retrofit, and the rest of the building is so weak that seismic isolation does not eliminate the need to do complete interior wall replacement. The premium to install the system in this case is about \$7,000,000. The Library Board decided that the reduced risk to long-term useability is not worth that much initial investment.

Current estimates are based on conventional reinforcing as were the initial estimates.

## MIDLAND LIBRARY PROJECT DESCRIPTION

The desire for increased space at the Midland Branch was recognized in the 1980's by Library staff under the Library Association of Portland. Midland had the highest circulation among the 14 branch libraries, until Gresham Regional Library opened. Yet the Midland Branch, built in 1958, is no larger than most other branches. As the population of its service area increases, Midland has become so crowded that at many times of day, it is hard to move around the library. Parking is also at a premium.

Each of the last two Library levy descriptions has contained language promising an enlarged branch, but none has been built. With G.O. Bonds to ensure a stable funding source, the mid-County neighborhoods can look forward to a more effective branch.

The existing Midland site is too small to accomodate any useful increase in building size. Bounded by streets to the north and east, and by a City park to the west, the only potential site increase is on the commercial property to the south. As this parcel is not for sale, and the owners have recently entered into a new 5-year lease agreement with a commercial tenant, we believe that the only feasible course for Midland expansion is to locate a new site, construct (or modify) a building, then move the Branch. The existing branch can be put to a new public use or sold.

Preliminary site investigations have been made, but serious inquiry and negotiation will await funding approval. The possibility of jointly siting other County or City functions, such as a Senior Center, has been explored. Several potentially co-located agencies have expressed interest, but it will only occur if a suitable large site can be found and if separate funding is obtained at nearly the same time for all parties.

The building is intended to be similar in design to the successful Gresham Regional Library, allowing for additional children's programs and reference services compared to a standard branch. The most likely outcome in Mid-County is construction of a new building of that type. However, if a building suitable for efficient conversion becomes available in a good location and for a good price, that option will be strongly considered. We expect the Branch to end up with at least 20,000 square feet, but since useage data justify a 30,000 + square foot facility, we will build what is possible once site parameters are known. The estimates are designed to cover several contingencies.

If the Bonds are approved, we hope to identify a suitable site by early 1994, complete design by late 1994, and occupy the new building early in 1996. The existing Branch will continue to operate in the meanwhile.

**MIDLAND LIBRARY DECISION: EXISTING VS. NEW SITE**

The existing Midland Branch location has several important advantages over alternatives. Using it for branch expansion would eliminate the need to search for, and pay for, a new site; the zoning is established; and the patrons are familiar with it. Therefore, we investigated several ways of re-using the existing site.

With only one acre to work with, the planned 20,000 + square foot building, plus increased parking, simply does not fit on the site unless a multi-story design is adopted (most likely, 3 stories.) This solution would not only increase construction costs due to provision of stairwells and elevator service, but also would permanently increase operating costs due to inherent staffing inefficiencies in a multi-story branch. In addition, the existing building would have to be closed for up to 15 months during demolition and construction.

The Library Board therefore strongly recommends siting Midland at a new location, adequate for the construction of a one-story building conceptually patterned after the Gresham Regional Library. The new location should have excellent transit access, adequate parking, identity as good as the existing branch, and safe immediate surroundings. Of course, market opportunities will also be prime determinants. The County is prepared to spend enough time to find a good site, since the existing branch will continue to operate throughout the project.

# SUMMARY ESTIMATE

B.1

CEN

DATE:

4.1.92

PROJECT: CENTRAL LIBRARY

BY: KIONKA CP, INC. / MACMATH EMERSON  
Facilities & Property Management

LOCATION: 801 S.W. 10<sup>th</sup> - RENOVATION

EXPECTED COMPLETION DATE: MARCH 1998 \*

OPTION # 1 ESTIMATE # 4

	\$		COMMENTS
1. Site Acquisition		- 0 -	
2. Demolition & Site Preparation		IN # 8	
3. Off-Site Utilities & Development		250,000	ELEC., DRAINS
4. Architectural & Engineering		2,067,000	16 %
5. Project Management		300,000	5 MAN-YEARS
6. Permits		100,000	
7. Fees (Testing, Utility Connections)		150,000	
8. Construction Total		12,916,000	
Includes:			
Asbestos Abatement		1,000,000	
New Construction		-	
Remodel		11,796,000	SEE DETAIL SHEETS
Parking & On-Site Roads		-	
Landscaping		120,000	
Site Utilities		-	
9. Furnishings & Equipment		1,100,000	
10. Telecommunications Costs		100,000	
11. Move Costs		500,000	ALL DEPTS MOVED TWICE ON-SITE
12. Percent for Art		172,000	
13. Decommissioning at Prior Site		- 0 -	
14. Temporary Lease or Interim Costs		1,370,000	SEE SEPARATE NOTES
15. Special Conditions Factor (Overtime, Site Accessibility, etc.)		420,000	5% OF LABOR
16. Inflation to DEC 1995 AVE. Bid Date		1,023,000	50% COMPLETE 12/95 @ 3 1/2 %/YR ON #6-12
SUBTOTAL:	\$	20,468,000	
Project Contingency (select one)			
Preliminary	20%	4,094,000	
Schematic	15%		
Design	10%		
Bid	5%		

TOTAL

\$ 24,562,000 \* (SAY \$ 24.6 MILLION)

1. This sheet shows one-time costs only.

2. Expected funding source: G.O. BOND

\* 1.26.93: EXPECTED COMPLETION DATE NOW 4/99. INFLATION ADJUSTMENT ADDS \$900,000.  
(CE) HOWEVER, MGMT. DECISION IS TO KEEP TOTAL AT \$24.6 MILLION, REDUCING CONTINGENCY.

**SUMMARY ESTIMATE**

B.1  
MID

DATE: 1.26.93 (REV. 7.3.91)

PROJECT: MIDLAND LIBRARY

BY: JIM EMERSON  
Facilities & Property Management

LOCATION: NEW SITE (TO BE FOUND)

EXPECTED COMPLETION DATE: JANUARY 1996

OPTION # 2 ESTIMATE # 2A

	\$	COMMENTS
1. Site Acquisition	<u>750,000</u>	
2. Demolition & Site Preparation	<u>25,000</u>	1 STORY BLDG.
3. Off-Site Utilities & Development	<u>35,000</u>	100 PARKING
4. Architectural & Engineering	<u>400,000</u>	2+ ACRES
5. Project Management	<u>100,000</u>	@ \$8.50/s.f.
6. Permits	<u>50,000</u>	
7. Fees (Testing, Utility Connections)	<u>30,000</u>	
8. Construction Total	<u>2,235,000</u>	
Includes:		
Asbestos Abatement	<u>-0-</u>	
New Construction	<u>2,100,000</u>	39,000 SF.
Remodel	<u>-0-</u>	@ \$70/sf
Parking & On-Site Roads	<u>80,000</u>	
Landscaping	<u>35,000</u>	
Site Utilities	<u>20,000</u>	
9. Furnishings & Equipment	<u>400,000</u>	
10. Telecommunications Costs	<u>30,000</u>	
11. Move Costs	<u>10,000</u>	BOOKS BY STAFF
12. Percent for Art	<u>30,000</u>	
13. Decommissioning at Prior Site	<u>5,000</u>	NOTHALL
14. Temporary Lease or Interim Costs	<u>-0-</u>	
15. Special Conditions Factor (Overtime, Site Accessibility, etc.)	<u>-0-</u>	
16. Inflation to <u>NOV. 1994</u> Bid Date	<u>335,000</u>	8.2 %
SUBTOTAL:	\$ <u>4,285,000</u>	
Project Contingency (select one)		
Preliminary	20%	<u>855,000</u>
Schematic	15%	
Design	10%	
Bid	5%	
TOTAL	\$ <u>5,290,000</u>	(SAY \$5.3 MILLION)
1. This sheet shows one-time costs only.		
2. Expected funding source:	<u>G.O. BOND</u>	

NOTE: LAND COSTS HIGHLY VARIABLE. BUILDING SIZE MAY BE REDUCED IF LAND COST IS HIGH.

CODE NO.	SYSTEM DESCRIPTION	TOTAL COST	----PARAMETRIC ANALYSIS-----			LEVEL 2 SUMMARY	% OF TOTAL COSTS	\$/GSF
			MEASURE	UNIT	COST			
0010	DEMOLITION					306,000	2.6%	2.55
0011	SELECTIVE DEMOLITION	306,000	120,000	GSF	2.55			
0100	FOUNDATIONS					269,900	2.3%	2.25
0110	STANDARD FOUNDATIONS			FPA				
0111	WALL FOUNDATIONS			FLF				
	Perimeter Foundations	107,900	332	FLF	325.00			
	Interior Foundations	162,000	810	FLF	200.00			
0112	COLUMN FOUNDATIONS & PILE CAPS			NCF				
0120	SPECIAL FOUNDATION CONDITIONS							
0126	OTHER SPECIAL FOUNDATION CONDITIONS			FPA				
0200	SUBSTRUCTURE					75,153	0.6%	0.63
0210	SLAB ON GRADE			FPA				
0211	STANDARD SLAB ON GRADE	62,953	25,181	GSA	2.50			
0214	TRENCHES, PITS AND BASES	12,200	2	EOP	6,100			
0220	BASEMENT EXCAVATION			BCF				
0221	EXCAVATION FOR BASEMENTS			CY				
0222	STRUCTURE BACKFILL & COMPACTION			CY				
0230	BASEMENT WALLS			BWA				
0231	BASEMENT WALL CONSTRUCTION			BWA				
0232	MOISTURE PROTECTION			BWA				
0300	SUPERSTRUCTURE					572,560	4.9%	4.77
0310	FLOOR CONSTRUCTION			UFA				
0312	UPPER FLOOR CONSTRUCTION	171,000	9,500	UFA	18.00			
	(4th Floor Structure)							
0315	SPECIAL FLOOR CONSTRUCTION	210,560	8,960	SFA	23.50			
	(Library Stack Floor Structure)							
0320	ROOF CONSTRUCTION			FPA				
0321	STANDARD ROOF CONSTRUCTION	152,000	9,500	RA	16.00			
0323	CANOPIES			CA				
0324	SPECIAL ROOF SYSTEMS			SRA				
0330	STAIR CONSTRUCTION			FLT				
0331	STAIR STRUCTURE			FLT				
	New Stairs	12,900	2.0	FLT	6,450			



CODE NO.	SYSTEM DESCRIPTION	TOTAL COST	----PARAMETRIC ANALYSIS-----			LEVEL 2 SUMMARY	% OF TOTAL COSTS	\$/GSF
MEASURE	UNIT	COST						
0400	Modify Existing Stairs	26,100	9.0	FLT	2,900	886,209	7.5%	7.39
0410	EXTERIOR CLOSURE							
0411	EXTERIOR WALLS			XWA				
0411	EXTERIOR WALL CONSTRUCTION (Existing Wall Construction)	554,464	34,654	XWA	16.00			
0412	(4th Floor Wall Construction)	46,860	4,260	XWA	11.00			
0412	EXTERIOR LOUVER AREA	10,500	300	XLA	35.00	119,329	1.0%	0.99
0415	EXTERIOR SOFFITS	1,085	217	XSA	5.00			
0420	EXTERIOR DOORS AND WINDOWS			XDWA				
0421	WINDOWS (Existing Windows)	225,298	7,096	XGA	31.75			
0423	(4th Floor Windows)	40,896	1,704	XGA	24.00			
0423	EXTERIOR DOORS	7,106	323	XDA	22.00	2,089,196	17.7%	17.41
0500	ROOFING							
0510	ROOFING ASSEMBLY							
0501	ROOF COVERING	22,800	9,500	RA	2.40			
0503	ROOF INSULATION AND FILL	19,475	9,500	RA	2.05			
0504	FLASHING AND TRIM	7,924	566	RLF	14.00	471,400	4.0%	3.93
0505	SKYLIGHTS	69,130	1,115	SKA	62.00			
0600	INTERIOR CONSTRUCTION							
0610	PARTITIONS			PSF				
0611	FIXED PARTITIONS			PSF				
	Seismic Core Partitions	779,856	37,136	PSF	21.00			
	Standard New Partitions	94,900	14,600	PSF	6.50			
0614	COMPARTMENTS AND CUBICLES	7,000	14	CBCLE	500	471,400	4.0%	3.93
0616	INTERIOR DOORS AND FRAMES	51,840	72	IDL	720			
0620	INTERIOR FINISHES							
0621	WALL FINISHES	85,600	107,000	WFA	0.80			
0622	FLOOR FINISHES	476,000	112,000	FFA	4.25			
0623	CEILING FINISHES	336,000	112,000	CFA	3.00	471,400	4.0%	3.93
0630	SPECIALTIES			GSF				
0631	GENERAL SPECIALTIES	18,000	120,000	GSF	0.15			
0632	BUILT-IN FITTINGS	240,000	120,000	GSF	2.00			
0700	CONVEYING							

CODE NO.	SYSTEM DESCRIPTION	TOTAL COST	-----PARAMETRIC ANALYSIS-----			LEVEL 2 SUMMARY	% OF TOTAL COSTS	\$/GSF
			MEASURE	UNIT	COST			
0710	VERTICAL TRANSPORTATION SYSTEMS							
	New Public Elevator	105,000	5	STP	21,000			
	New Staff Elevator	127,400	7	STP	18,200			
	Renovate Staff Elevator	55,000	5	STP	11,000			
	New Freight Elevator	161,000	7	STP	23,000			
	Handicap Lift	23,000	1	LS	23,000			
0800	MECHANICAL					1,449,880	12.3%	12.08
0811	PLUMBING	194,880	56	FXT	3,480			
0820	HVAC	1,075,000	250	TON	4,300			
0830	FIRE PROTECTION	180,000	120,000	AP	1.50			
0900	ELECTRICAL					792,000	6.7%	6.60
0910	SERVICE AND DISTRIBUTION	480,000	120,000	GSF	4.00			
0920	LIGHTING AND POWER	192,000	120,000	GSF	1.60			
0930	SPECIAL ELECTRICAL SYSTEMS	120,000	120,000	GSF	1.00			
1000	GENERAL CONDITIONS					564,000	4.8%	4.70
1010	FIELD OVERHEADS	564,000	24	MOS	23,500			
1100	EQUIPMENT							
1110	FIXED EQUIPMENT			GSF				
1120	FURNISHINGS			GSF				
1130	SPECIAL CONSTRUCTION			GSF				
1200	SITWORK					84,000	0.7%	0.70
1210	SITE PREPARATION			GSF				
1220	SITE IMPROVEMENTS			GSF				
	Perimeter Fence	24,000	120,000	GSF	0.20			
	West Sidewalk & Vault	42,000	120,000	GSF	0.35			
1230	SITE UTILITIES/New storm drain	18,000	120,000	GSF	0.15			
		7,679,627						
3000	CONTRACTOR FEE/BONDS/INSURANCE	652,768	8.5%			652,768	5.5%	5.44

CODE NO.	SYSTEM DESCRIPTION	TOTAL COST	----PARAMETRIC ANALYSIS-----			LEVEL 2 SUMMARY	% OF TOTAL COSTS	\$/GSF
			MEASURE	UNIT	COST			
4000	DESIGN AND ESTIMATING CONTINGENCY	1,151,944	15.0%			1,151,944	9.8%	9.60
5000	ESCALATION CONTINGENCY ( September 1993 bid dollars )	345,583	4.5%			345,583	2.9%	2.88
		9,829,922						
6000	PHASING CONTINGENCY (6 Phases x 8 months each)	1,965,984	20.0%			1,965,984	16.7%	16.38
	TOTAL PROBABLE CONSTRUCTION COST (at bid September 1993)	11,795,906	120,000	GSF		11,795,906	100.0%	98.30

CODE NO.	SYSTEM DESCRIPTION	TOTAL COST	----PARAMETRIC ANALYSIS----- MEASURE UNIT COST	LEVEL 2 SUMMARY	% OF TOTAL COSTS	\$/GSF
	DEFINITIONS:					
FPA	Footprint area		New footings for shear walls/underpinned			
FLF	Lineal feet of foundations					
NCF	Number of column foundations		Patch slab for movable shelving/plumbing runs/new footings			
GSA	Grade slab area		New pit for new elevators			
EOP	Elevator override pit		Allowance items			
LS	Lump sum					
BCF	Cubic feet of basement					
CY	Cubic yards					
BWA	Basement wall area		Structural steel scheme; fireproofed; metal deck & concrete topping			
UFA	Upper floor area		Structural steel scheme; fireproofed; metal deck & concrete topping			
SFA	Special floor area		Structural steel scheme; fireproofed; metal deck			
RA	Roof area					
CA	Canopy area					
SRA	Special roof area					
FLT	Stair flights		Handrail/balustrade revisions to non-architectural stairs; metal pan stairs with concrete topping			
XWA	Exterior wall area		Face brick cleaning & restoration; metal stud furring & insulation; seismic reinforcing of walls/pilasters; "Dryvit" at penthouse; anchor balcony & cornice stones			
XLA	Exterior louver & screen area		Anodized aluminum louvers with screen			
XSA	Exterior soffit area		Exterior suspended cement plaster soffit patching & painting			
XDWA	Exterior door & window area					
XGA	Exterior glazing area		Seismic reinforcement of existing frames; some repair; new insulated gl			
XDA	Exterior door area		Clean/repair existing; some new HM service doors			
RLF	Lineal feet of roof edge		Copper flashings			
SKA	Skylight area		Glass and aluminum skylight system			
PSF	Square feet of partitions		Metal studs w/ veneer plaster systems; some SAB; new seismic walls			
CBCLE	Compartments & cubicles		Baked enamel ceiling hung toilet partitions			
IDL	Interior doors & frames		HM/raised panel oak w/ mortised hardware; restore some existing doors			
WFA	Wall finish area		CT on bathroom walls; 3 ct. paint all others			
FFA	Floor finish area		CT in bathrooms; new marble in lobby; carpet all others			
CFA	Ceiling finish area		Furred 5/8" GWB in bathrooms; Susp. new/restored plaster all others; some suspended ACT ceilings			
GSF	Gross square feet		Gross building area inclusive of stack infills & new penthouse			
STP	Elevator stops		Some elevator modifications; extend to penthouse; new elevators			
FXT	Fixtures		Commercial grade fixtures; roof drainage; drinking fountains			
TON	Tonnage of cooling required		New fan coil units; dist. piping & ductwork; grilles & diffusers; new chiller, AHU's; new control systems; new steam piping			
AP	Area protected		Wet sprinkler system modifications and extensions			
MOS	Months		Full time supervision: material/man hoist; etc.			
ACR	Acre		Area of ground affected by construction			

## CONTINGENCY EXPLANATIONS FOR CENTRAL LIBRARY

Most of the estimate elements on the Summary sheets are self-evident. The Central estimates were developed by a professional construction cost estimating firm, Cost Planners, Inc. working with the architect and County Facilities Management.

- #14, Temporary Lease: Although the Central Library will remain open during the phased renovation, one large section of the building will always be under construction, and the stack core is being removed. We calculate that 20,000 sq.ft. of storage, accessible to Library staff, will be required during the 5-year construction period. Costs shown are for rental, shelving and set-up, collection move in and out, phone and Dynix connections, unamortized warehouse improvements to accomodate staff (ADA, etc.), and A/E/PM fees.
- #15, Special Conditions: Due to the complex renovation in an operating building, we have figured construction labor with 5% on overtime (for drilling, etc.)
- #16, Inflation: Cost Estimators, Inc. figured all data at costs current at estimate date (April 1992), then added an inflation factor for September 1993 bid (code #5000 in the detail estimate.) Once a phased construction program was selected, we added a factor under #16 to cover average bid inflation on multiple bids received over the five years from first bid (now projected to be 1994-1999.)

Contingencies: Three separate, additive contingencies are included in these estimates. Cost Planners, Inc. code #4000 is a design and estimating contingency operating on construction costs only, to cover the many unknowns in designing comprehensive rehabilitation of an 80-year-old building, already known to be different from the original drawings. Their code #6000 is a phasing contingency to cover the exigencies of moving construction activities around the building while protecting operations, and multiple bid awards (even within a CM/GC umbrella.) The phasing contingency operates only on construction costs.

Please note that despite the costs inherent in phasing construction in an operating building, our estimates to rent public-accessible space for 5+ years downtown, and move the entire operation, more than exceed phasing costs, and increase total project costs and time.

The Facilities Summary contains a Project Contingency which covers ALL project costs. We believe that at the present stage of project development it is wise to retain this contingency at 20% in order to ensure that the project is buildable within the approved amount. Value-engineering during implementation will reduce the amount actually levied.

Meeting Date: FEB 02 1993

Agenda No.: B-4

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Board Briefing - Multiple Disciplinary Team

~~Time Certain:~~ 11:30

~~AGENDA REVIEW/~~

BOARD BRIEFING Feb. 2, 1993

(date)

REGULAR MEETING

(date)

DEPARTMENT Sheriff's Office

DIVISION Enforcement

CONTACT Larry Aab

TELEPHONE 251-2489

PERSON(S) MAKING PRESENTATION Chief Deputy Randy Amundson, District Attorney  
and Portland Police Bureau

ACTION REQUESTED:

☒ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☐ APPROVAL

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

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):

The Multi-Disciplinary Team for Child Abuse is an interagency response to the investigation, prosecution and follow-up of child abuse cases. The Multi-agency approach assures that all agencies (enforcement, prosecution, and social services) responsible for the investigation and intervention with the family do so in a coordinated fashion, which will ensure quick response and follow-up, yet minimize the trauma to the victim and family.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

Bel Shipp

Or

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

(All accompanying documents must have required signatures)

1  
CLERK OF  
BOARD OF  
COUNTY COMMISSIONERS  
1993 JAN 27 PM 3:54  
MULTNOMAH COUNTY  
OREGON



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

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

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

**DATE:** January 28, 1993

**TO:** Chair McCoy  
County Commissioners

**FROM:** Dan Saltzman *Don*

**RE:** Agenda Item B-4: Information on Child Abuse and  
Multidisciplinary Team (MDT)

Enclosed for your information are two items of information relevant to our briefing on Tuesday, February 2 and our consideration of the Sheriff's contingency request to dedicate a Sergeant and two deputy sheriffs to the MDT.

The first attachment is the portion of the ORS that establishes MDTs in each county. Please note that ORS 718.747 (1) states that the teams shall consist of law enforcement personnel.

The second attachment is an excerpt from a recent research paper on child abuse prepared by a third year Lewis & Clark law school student. Please note the underlined sentences, that to me, underscore (no pun intended) the need for law enforcement personnel to be in a position to quickly respond to incidents of suspected or alleged child abuse.

Finally, let me reiterate that in 1992 a record 27 children died from child abuse. Though I do not have the figure, I am fairly confident that a majority of those children lived in Multnomah County.

1993 JAN 29 PM 1:05  
CLERK OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON

(c) Sexual abuse, including but not limited to rape, sodomy, sexual abuse, unlawful sexual penetration and incest, as those acts are defined in ORS chapter 163.

(d) Sexual exploitation, including but not limited to:

(A) Contributing to the sexual delinquency of a minor, as defined in ORS chapter 163, and any other conduct which allows, employs, authorizes, permits, induces or encourages a child to engage in the performing for people to observe or the photographing, filming, tape recording or other exhibition which, in whole or in part, depicts sexual conduct or contact, as defined in ORS 167.002 or described in ORS 163.665 and 163.670, or sexual abuse involving a child, but not including any conduct which is part of any investigation conducted pursuant to ORS 418.760 and which is not designed to serve educational or other legitimate purposes; and

(B) Allowing, permitting, encouraging or hiring a child to engage in prostitution, as defined in ORS chapter 167.

(e) Negligent treatment or maltreatment of a child, including but not limited to the failure to provide adequate food, clothing, shelter or medical care. However, any child who is under care or treatment solely by spiritual means pursuant to the religious beliefs or practices of the child or the child's parent or guardian shall not, for this reason alone, be considered a neglected or maltreated child under this section.

(f) Threatened harm to a child, which means subjecting a child to a substantial risk of harm to the child's health or welfare.

(2) "Child" means an unmarried person who is under 18 years of age.

(3) "Public or private official" means:

(a) Physician, including any intern or resident.

(b) Dentist.

(c) School employee.

(d) Licensed practical nurse or registered nurse.

(e) Employee of the Department of Human Resources, county health department, community mental health and developmental disabilities program, a county juvenile department, a licensed child-caring agency or an alcohol and drug treatment program.

(f) Peace officer.

(g) Psychologist.

(h) Clergyman.

(i) Licensed clinical social worker.

(j) Optometrist.

(k) Chiropractor.

(L) Certified provider of day care, foster care, or an employee thereof.

(m) Attorney.

(n) Naturopathic physician.

(o) Licensed professional counselor.

(p) Licensed marriage and family therapist.

(q) Firefighters and emergency medical technicians.

(4) "Law enforcement agency" means:

(a) Any city or municipal police department.

(b) Any county sheriff's office.

(c) The Oregon State Police.

(d) A county juvenile department. [1971 c.451 §2; 1973 c.408 §32; 1975 c.644 §2; 1979 c.731 §4; 1985 c.723 §1a; 1989 c.65 §1; 1989 c.721 §§9, 51; 1991 c.386 §11; 1991 c.544 §1]

418.745 Policy. The Legislative Assembly finds that for the purpose of facilitating the use of protective social services to prevent further abuse, safeguard and enhance the welfare of abused children, and preserve family life when consistent with the protection of the child by stabilizing the family and improving parental capacity, it is necessary and in the public interest to require mandatory reports and investigations of abuse of children. [1971 c.451 §1; 1975 c.644 §3]

418.747 Interagency teams for investigation of child abuse; duties; training; method of investigation; fatality review process. (1) The district attorney in each county shall be responsible for developing interagency and multidisciplinary teams to consist of but not be limited to law enforcement personnel, Children's Services Division protective service workers, school officials, health departments and courts, as well as others specially trained in child abuse and child sexual abuse investigation. ★

(2) The teams shall develop a written protocol for investigation of child abuse cases and for interviewing child abuse victims. Each team also shall develop written agreements signed by member agencies that specify the role of each agency, procedures to be followed to assess risks to the child and criteria and procedures to be followed when removal of the child is necessary for the child's safety.

(3) Each team member and those conducting child abuse investigations and interviews of child abuse victims shall be trained in risk assessment, dynamics of child abuse and child sexual abuse, legally sound and age appropriate interview and investigatory techniques.

(4) All investigations of child abuse and interviews of child abuse victims shall be



There are many problems inherent in the criminal prosecution of sex offenders. The victims are children and there are usually no independent witnesses to the crime. The state has a heavy burden of proof to overcome the defendant's presumption of innocence and there are various evidentiary restrictions.

One argument against prosecuting child molesters is the adverse effects on the child. Having to repeat his or her story in the presence of others such as judges, juries, and attorneys is embarrassing and frightening. Confronting the offender and being subjected to cross-examination may be a further victimization of the child. However, studies show that children involved in quickly adjudicated criminal cases fared well, while those in protracted proceedings were adversely affected. [FN25] A number of studies indicate that court testimony is often empowering for the child victim who feels the need to regain a sense of control over his or her life. [FN26]

Due to the heightened media attention and an increased public awareness, there are more sexual abuse cases entering the system, particularly the criminal justice system. [FN27]

A number of states have enacted legislation dealing with victims of sexual abuse. These legislative reforms allow courts to be more sensitive to children and minimize trauma for the victim. [FN28] Courts are also liberalizing certain evidentiary rules and courtroom procedures. Some courts allow expert testimony [FN29], while others admit the child's videotaped testimony. [FN30] Courts have also allowed the transmission of a child's testimony by closed-circuit television. [FN31]

In State v. Sheppard, [FN32] the court permitted the closed-circuit testimony of the child victim. Because the child had feelings of fear and



CITY OF  
**PORTLAND, OREGON**  
BUREAU OF POLICE

*Briefing #4*  
*2-2-93*  
*Handout #2*  
VERA KATZ, MAYOR  
Tom Potter, Chief of Police  
1111 S.W. 2nd Avenue  
Portland, Oregon 97204

Gladys McCoy  
Chair Multnomah County Commission  
Multnomah County Commissioners

February 2, 1993

Dear Ms. McCoy and Commissioners,

Child abuse is one of the most devastating problems for families. The Oregon legislature has mandated the investigation of reported child abuse cases. The number of reported cases has continued to rise and during 1992, a record number of deaths occurred from child abuse.

In response to District Attorney Mike Schrunk's request of June 15th, 1992, for a proposal and implementation plan for the formation of a County wide Child Abuse Multi-Disciplinary Task Force, the Portland Police Bureau has been working with the MDT Implementation Committee to define the roles of the participating agencies. Weekly MDT meetings were held to review reports of child abuse and to discuss needs and strategies. These discussions invariably centered around the need for better communications, coordination, and cooperation of all agencies involved in child abuse investigations.

I agree with District Attorney Schrunk that a County wide Multi-Disciplinary Child Abuse Task Force is needed in order to enhance the services provided to child abuse victims. Such a task force would result in better coordination between social service providers and law enforcement. We have proposed transferring one Lieutenant, one Sergeant, and Ten Detectives to work in a County wide Multi-Disciplinary Child Abuse Task Force as our participation. I request your support and Sheriff Skipper's support for establishing this task force. Additionally, I request your support for Sheriff Skipper's budget request for one Sergeant and two Investigators to participate in this task force. Although we have assigned investigators from our current staff, we also will be making budgetary requests to City Council to support task force efforts.

Sincerely,

*Tom Potter*

TOM POTTER ~~ef~~  
Chief of Police

cc: Mayor Katz



Briefing #B-4  
2-2-93  
Hondant #1

MICHAEL D. SCHRUNK, District Attorney for Multnomah County  
600 County Courthouse • Portland, Oregon 97204 • (503) 248-3162

### CHILD ABUSE MULTI-DISCIPLINARY TEAM (MDT)

#### BACKGROUND INFORMATION

The 1989 Legislature enacts ORS. 418.747 which requires the district attorney in each county to establish multi-disciplinary child abuse teams which will:

- Develop written protocols for the investigation of child abuse cases and for interviewing child abuse victims.
- Establish procedures for the "classification, assessment, and review" of cases.
- Facilitate training of all team members and investigators.

#### DEVELOPMENT OF MDT IN MULTNOMAH COUNTY

Nov. 1989	The Multnomah County District Attorney convenes a policy group composed of Children's Services Division, Portland Police Bureau, Multnomah County Sheriff's Office, Juvenile Court, Gresham Police Department, CARES at Emanuel Hospital, other area hospitals, and Portland Public Schools and other area schools and the Multnomah County Health Division to develop interim protocols for the operation of the MDT.
Feb. 1990	Interim protocols completed.
March 1990	District Attorney appoints MDT Chairperson and first formal meeting is held.
Spring 1990	Weekly case reviews began. Reviews included D.A., CSD, PPB and CARES and expanded to include other organizations and law enforcement agencies.
Sept. 1990	Bureau of Police Standards and Training (BPST) curriculum incorporates basic training on investigations of child abuse. Deputy district attorneys, investigators and 60 PPB officers receive this training.

Oct. 1990 MDT set up on site at CSD. Staff include deputy district attorney and clerical staff, a PPB detective, the CSD Hotline and CSD Protective Service workers. Both Gresham Police Department and Multnomah County Sheriff's Office participate periodically.

Nov. 1990 Final protocols which include procedures for the classification, assessment and review of cases are completed and go into effect.

Dec. 1990 to Dec. 1991 Larger MDT group continues to meet weekly to review and coordinate complex cases and decisions regarding policy and procedures related to investigating child abuse cases. Policy group meets quarterly.

Dec. 1991 Gresham Police Department provides specialized training in child abuse cases. All Gresham P.D. officers participate. Representatives of both MCSO and PPB also attend.

March 1992 Portland Police Bureau expands in-service training on child abuse cases to increase the number of officers with specialized training.

Spring 1992 MDT recommends formation of an investigative team to ensure that all cases of child abuse receive timely investigative responses. All law enforcement agencies operating within Multnomah County are asked to participate in the planning.

June 1992 National Center for Prosecution of Child Abuse holds a national training program in Portland. Twenty Multnomah County MDT members from all disciplines participate.

July 1992 MDT Investigative Task Force begins planning. Participants include: Multnomah County District Attorney's Office, Portland Police Bureau, Multnomah County Sheriff's Office, Oregon State Police, Troutdale Police Department, Fairview Police Department, Portland Public School Police and Children's Services Division.

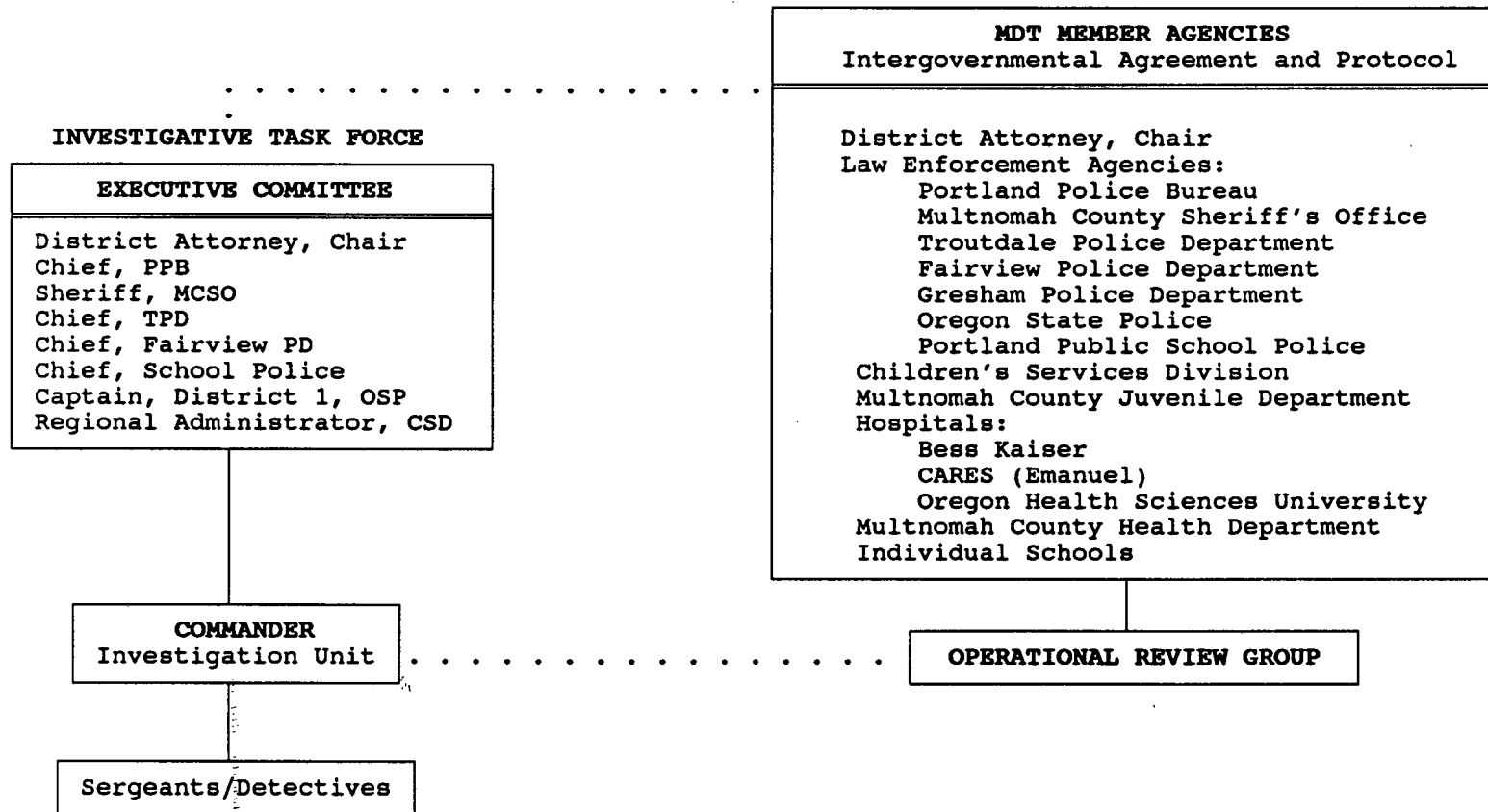
Sept. 1992 Proposal for MDT Investigative Unit completed and reviewed with and approved by each participating law enforcement agency.

Oct. 1992 Commander for MDT Investigative Unit selected.

Feb. 1993 Target date for implementation of MDT Investigative Unit.

# MULTI-DISCIPLINARY CHILD ABUSE TEAM (MDT) ORGANIZATIONAL CHART

Exhibit 1



**KEY**  
 . . . . . Liaison  
 ————— Direct