

ANNOTATED MINUTES

Tuesday, January 4, 1994 - 9:00 AM - 9:30 AM
Multnomah County Courthouse, Room 602

EXECUTIVE SESSION

Chair Beverly Stein convened the meeting at 9:05 a.m., with Vice-Chair Gary Hansen, Commissioners Sharron Kelley and Dan Saltzman present, and Commissioner Tanya Collier excused.

E-1 *The Multnomah County Board of Commissioners Will Meet in Executive Session Pursuant to ORS 192.660(1)(h) for Consultation with Legal Counsel Concerning Legal Rights and Duties Regarding Current Litigation.*

FOLLOWING THE EXECUTIVE SESSION, THE BOARD CONVENED IN OPEN SESSION. CHAIR STEIN ANNOUNCED THAT COUNTY COUNSEL IS DIRECTED TO INTERVENE IN THE LEWIS VS. ERVIN BALLOT TITLE CHALLENGE ON THE COMMISSIONERS' BEHALF.

There being no further business, the meeting was adjourned at 9:30 a.m.

OFFICE OF THE BOARD CLERK
for MULTNOMAH COUNTY, OREGON

Deborah L. Bogstad
Deborah L. Bogstad

Tuesday, January 4, 1994 - 9:30 AM - 10:00 AM
Multnomah County Courthouse, Room 602

BOARD BRIEFING

B-1 *Brentwood-Darlington Community Family Resource Center Update. Presented by Commissioner Tanya Collier.*

PRESENTATION AND RESPONSE TO BOARD QUESTIONS BY COMMISSIONER COLLIER, MICHAEL HARRIS, SAM GALBREATH, BOB SCHULTZ, SALLY LUCERO, PATRICK JONES AND MARY ANN COLRUD.

Tuesday, January 4, 1994 - 10:00 AM & 1:30 PM
Multnomah County Courthouse, Room 602

WORK SESSIONS

WS-1 *Program Measurements and Program Narrative for Management Support Services. Continued from December 21, 1993.*

WS-2 *Program Measurements and Program Narrative for Children and Families Services, Mental Health, Youth, and Family Services. Continued from December 21, 1993.*

*Wednesday, January 5, 1994 - 1:30 PM - 4:00 PM
Multnomah County Courthouse, Room 602*

WORK SESSION

WS-3 *Program Measurements and Program Narrative for the Health Department. Continued from December 21, 1993.*

*Thursday, January 6, 1994 - 9:30 AM
Multnomah County Courthouse, Room 602*

REGULAR MEETING

Chair Beverly Stein convened the meeting at 9:32 a.m., with Commissioners Gary Hansen, Sharron Kelley, Tanya Collier and Dan Saltzman present.

REGULAR AGENDA

NON-DEPARTMENTAL

R-1 *In the Matter of the Election of a Commissioner to the Vice-Chair Position for the Calendar Year 1994, Pursuant to Section 3.60 of the Multnomah County Home Rule Charter and Section 2(A) of Multnomah County Resolution 93-358 (Board Rules)*

UPON MOTION OF COMMISSIONER SALTZMAN, SECONDED BY COMMISSIONER KELLEY, IT WAS UNANIMOUSLY APPROVED THAT COMMISSIONER TANYA COLLIER BE ELECTED VICE-CHAIR FOR 1994.

CONSENT CALENDAR

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

JUVENILE JUSTICE DIVISION

C-1 *Ratification of Amendment No. 1 to Intergovernmental Agreement Contract 100134 Between Multnomah County and Clackamas County, for the Continuance of Electronic Monitoring Services as an Alternative to Detention, Using \$6,500 of State CSD Funds, for the Period Upon Execution through June 30, 1994*

DEPARTMENT OF HEALTH

- C-2 *Ratification of Intergovernmental Agreement Contract 201184 Between Multnomah County and Clackamas County, Providing Telephone Triage Services for Clients of the Clackamas County Health Department, for the Period January 1, 1994 through December 31, 1994*
- C-3 *Ratification of Intergovernmental Agreement Contract 201234 Between the Port of Portland and Multnomah County, Providing Hepatitis B Vaccinations, Post-Exposure Evaluation and Follow-Up, for Willing Port Employees Coming in Contact with Blood or Body Fluids During Work, for the Period Upon Execution through December 1, 1994*

CHILDREN AND FAMILIES SERVICES DIVISION

- C-4 *Ratification of Intergovernmental Agreement Contract 100264-R Between Multnomah County and University Hospital, Providing Psychiatric, Psychological and Medical Evaluations and Outpatient Services for Child and Adolescent Mental Health Program-Partners Project Clients, for the Period July 1, 1993 through June 30, 1994*
- C-5 *Ratification of Amendment No. 1 to Intergovernmental Agreement Contract 100344 Between Multnomah County and Portland Public Schools, Adding \$22,387.28 to Pay for Partners Project Services Provided During the 92/93 Fiscal Year, for the Period July 1, 1993 through June 30, 1994*

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-6 *ORDER in the Matter of Contract 15762 for the Sale of Certain Real Property to Barbara Alatorre*

ORDER 94-1.

- C-7 *ORDER in the Matter of the Execution of Deed D940972 for Certain Tax Acquired Property to George Christian*

ORDER 94-2.

- C-8 *ORDER in the Matter of the Execution of Deed D940974 Upon Complete Performance of a Contract to the Estate of Rose Calcagno, Ambrose Calcagno, Jr., Personal Representative*

ORDER 94-3.

- C-9 *ORDER in the Matter of the Execution of Deed D940975 Upon Complete Performance of a Contract to John F. Hart and Ora L. Hart*

ORDER 94-4.

- C-10 *ORDER in the Matter of the Execution of Deed D940976 Upon Complete*

ORDER 94-5.

- C-11 *ORDER in the Matter of the Execution of Deed D940977 for Certain Tax Acquired Property to Chilos Mathews*

ORDER 94-6.

REGULAR AGENDA

NON-DEPARTMENTAL

- R-2 *Citizens' Steering Committee Report on Non-Voted Resolutions of the 1992 Citizens Convention, and Recommendations for Board Action. Presented by Kay Durtschi.*

PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND COMMENTS BY KAY DURTSCHI. THE BOARD ACKNOWLEDGED THE EFFORTS OF JOHN LEGRY AND ANGEL OLSON. CHAIR STEIN TO BRING RESOLUTIONS 93-79 AND 93-80 BACK BEFORE THE BOARD TO SEE IF ALL RECOMMENDATIONS HAVE BEEN IMPLEMENTED.

- R-3 *ORDER in the Matter of Designation of Newspapers of General Circulation in the County for Required Election Publications*

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, ORDER 94-7 WAS UNANIMOUSLY APPROVED, DESIGNATING THE OREGONIAN, THE GRESHAM OUTLOOK AND THE SKANNER FOR REQUIRED ELECTION PUBLICATIONS.

- R-5 *Second Reading and Possible Adoption of a Proposed ORDINANCE Amending MCC 2.60.310 and MCC 2.60.315 Relating to the Investment Advisory Board by Increasing the Membership and Increasing the Meetings*

PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF THE SECOND READING AND ADOPTION. HEARING HELD, NO ONE WISHED TO TESTIFY. ORDINANCE 782 UNANIMOUSLY APPROVED.

CHILDREN AND FAMILIES SERVICES DIVISION

- R-6 *Ratification of Intergovernmental Agreement Contract 104354 Between Multnomah County and the City of Portland, Office of Neighborhood Associations, Neighborhood Mediation Center, to Develop and Implement a Landlord-Tenant Mediation Program in Conjunction with the Family and Community Partnership*

COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-6. JOHN PEARSON EXPLANATION.

Commissioner Hansen left at 9:45 a.m.

COMMISSIONER KELLEY COMMENTS IN SUPPORT. AGREEMENT APPROVED WITH COMMISSIONERS KELLEY, COLLIER, SALTZMAN AND STEIN VOTING AYE.

SHERIFF'S OFFICE

R-7 *RESOLUTION in the Matter of a Housing Allowance for Chaplains Serving the County Jails*

LARRY AAB EXPLANATION. COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-7. MR. AAB RESPONSE TO BOARD QUESTIONS. RESOLUTION 94-8 APPROVED WITH COMMISSIONERS KELLEY, COLLIER, SALTZMAN AND STEIN VOTING AYE.

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-8 *ORDER in the Matter of Designating Property Acquired Through Foreclosure of Delinquent Taxes for Use as the Brentwood-Darlington Community Family Resource Center*

COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-8. PATRICK JONES EXPLANATION AND RESPONSE TO BOARD QUESTIONS.

Commissioner Hansen returned at 10:52 a.m.

ORDER 94-9 UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

R-4 *Budget Modification NOND #11 Requesting Authorization to Reorganize Staffing in the Planning and Budget Division, and to Transfer Salary Savings to Materials and Services to Cover Costs of Program/Performance Budgeting*

BILL FARVER AND DAVE WARREN PRESENTATION AND RESPONSE TO BOARD QUESTIONS. BOARD COMMENTS IN APPRECIATION OF THE EFFORTS OF MR. WARREN. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

PUBLIC COMMENT

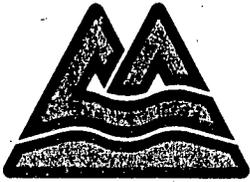
R-9 *Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.*

COMMISSIONER SALTZMAN REPORTED HE WILL BE SPONSORING A TOWN HALL MEETING WITH CITY COMMISSIONER CHARLIE HALES AND METRO PRESIDING OFFICER JUDY WYERS TO DISCUSS PARKS AT 7:00 P.M. ON TUESDAY, JANUARY 11, 1994, AT WESTMORELANDS UNION MANOR, 6404 SE 23RD.

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

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


Deborah L. Bogstad



MULTNOMAH COUNTY OREGON

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

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

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

JANUARY 3, 1994 - JANUARY 7, 1994

- Tuesday, January 4, 1994 - 9:30 AM - 10:00 AM Board BriefingPage 2*
- Tuesday, January 4, 1994 - 10:00 AM - 12:00 PM Work Session.Page 2*
- Tuesday, January 4, 1994 - 1:30 PM - 3:30 PM Work Session.Page 2*
- Wednesday, January 5, 1994 - 1:30 PM - 4:00 PM Work Session.Page 2*
- Thursday, January 6, 1994 - 9:30 AM - Regular MeetingPage 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 Noon, Channel 21 for East Portland and East County subscribers*

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

Tuesday, January 4, 1994 - 9:30 AM - 10:00 AM

Multnomah County Courthouse, Room 602

BOARD BRIEFING

B-1 Brentwood-Darlington Community Family Resource Center Update. Presented by Commissioner Tanya Collier. 30 MINUTES REQUESTED.

Tuesday, January 4, 1994 - 10:00 AM & 1:30 PM

Multnomah County Courthouse, Room 602

WORK SESSIONS

WS-1 Program Measurements and Program Narrative for Management Support Services. Continued from December 21, 1993. 10:00 AM TIME CERTAIN, 2 HOURS REQUESTED.

WS-2 Program Measurements and Program Narrative for Children and Families Services, Mental Health, Youth, and Family Services. Continued from December 21, 1993. 1:30 PM TIME CERTAIN, 2 HOURS REQUESTED.

Wednesday, January 5, 1994 - 1:30 PM - 4:00 PM

Multnomah County Courthouse, Room 602

WORK SESSION

WS-3 Program Measurements and Program Narrative for the Health Department. Continued from December 21, 1993. 1:30 PM TIME CERTAIN, 2-1/2 HOURS REQUESTED.

Thursday, January 6, 1994 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

REGULAR AGENDA

NON-DEPARTMENTAL

- R-1 *In the Matter of the Election of a Commissioner to the Vice-Chair Position for the Calendar Year 1994, Pursuant to Section 3.60 of the Multnomah County Home Rule Charter and Section 2(A) of Multnomah County Resolution 93-358 (Board Rules) Section*

CONSENT CALENDAR

JUVENILE JUSTICE DIVISION

- C-1 *Ratification of Amendment No. 1 to Intergovernmental Agreement Contract 100134 Between Multnomah County and Clackamas County, for the Continuance of Electronic Monitoring Services as an Alternative to Detention, Using \$6,500 of State CSD Funds, for the Period Upon Execution through June 30, 1994*

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- C-9 *ORDER in the Matter of the Execution of Deed D940975 Upon Complete Performance of a Contract to John F. Hart and Ora L. Hart.*
- C-10 *ORDER in the Matter of the Execution of Deed D940976 Upon Complete Performance of a Contract to Ruben J. Vanyi*
- C-11 *ORDER in the Matter of the Execution of Deed D940977 for Certain Tax Acquired Property to Chilos Mathews*

REGULAR AGENDA

NON-DEPARTMENTAL

- R-2 *Citizens' Steering Committee Report on Non-Voted Resolutions of the 1992 Citizens Convention, and Recommendations for Board Action. Presented by Kay Durtschi. 9:30 AM TIME CERTAIN, 20 MINUTES REQUESTED.*
- R-3 *ORDER in the Matter of Designation of Newspapers of General Circulation in the County for Required Election Publications*
- R-4 *Budget Modification NOND #11 Requesting Authorization to Reorganize Staffing in the Planning and Budget Division, and to Transfer Salary Savings to Materials and Services to Cover Costs of Program/Performance Budgeting*
- R-5 *Second Reading and Possible Adoption of a Proposed ORDINANCE Amending MCC 2.60.310 and MCC 2.60.315 Relating to the Investment Advisory Board by Increasing the Membership and Increasing the Meetings*

CHILDREN AND FAMILIES SERVICES DIVISION

- R-6 *Ratification of Intergovernmental Agreement Contract 104354 Between Multnomah County and the City of Portland, Office of Neighborhood Associations, Neighborhood*

Mediation Center, to Develop and Implement a Landlord-Tenant Mediation Program in Conjunction with the Family and Community Partnership Project Participants, for the Period Upon Execution through June 30, 1994

SHERIFF'S OFFICE

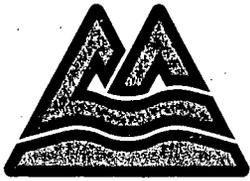
R-7 *RESOLUTION in the Matter of a Housing Allowance for Chaplains Serving the County Jails*

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-8 *ORDER in the Matter of Designating Property Acquired Through Foreclosure of Delinquent Taxes for Use as the Brentwood-Darlington Community Family Resource Center*

PUBLIC COMMENT

R-9 *Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.*



MULTNOMAH COUNTY OREGON

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

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

SUPPLEMENTAL AGENDA

Tuesday, January 4, 1994 - 9:00 AM - 9:30 AM

Multnomah County Courthouse, Room 602

EXECUTIVE SESSION

E-1 The Multnomah County Board of Commissioners Will Meet in Executive Session Pursuant to ORS 192.660(1)(h) for Consultation with Legal Counsel Concerning Legal Rights and Duties Regarding Current Litigation.

MEETING DATE: JAN 06 1994

AGENDA NO: C-1

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Continuation of Electronic Monitoring Services for Juvenile Justice Division

BOARD BRIEFING **Date Requested:** _____

Amount of Time Needed: _____

REGULAR MEETING: **Date Requested:** January 6th, 1994

Amount of Time Needed: 3 minutes

DEPARTMENT: _____ **DIVISION:** Juvenile Justice Division

CONTACT: Brian Smith **TELEPHONE #:** 5184

BLDG/ROOM #: 311/JJD

PERSON(S) MAKING PRESENTATION: Harold Ogburn/ Jim Anderson

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Because of an increase in the usage of electronic monitoring services as a alternative to detention, additional funds need to be added to the intergovernmental agreement with Clackamas County. \$6,500 of State CSD funds will be used to pay for this service through the end of the fiscal year.

1/10/94 originals to Brian Smith

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 DEC 21 AM 8:51

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Harold Ogburn

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

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

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM:  Harold Ogburn, Director
Juvenile Justice Division

DATE: December 16, 1993

RE: An Amendment to an Intergovernmental Agreement between
the Juvenile Justice Division and Clackamas County for
Continuation of Electronic Monitoring Services

I. Recommendation/Action Requested:

The Juvenile Justice Division recommends the Board's approval of an amendment to an agreement between Clackamas County Corrections and the Juvenile Justice Division for continuation of electronic monitoring services as an alternative to detention. This contract amendment will be effective upon execution through June 30, 1994.

II. Background/Analysis:

The Juvenile Justice Division has an agreement with Clackamas County Corrections to provide electronic monitoring services to Multnomah County youth who are court ordered to receive such services while awaiting formal disposition. The current funding shortfall is due to an increase in the usage of these electronic monitoring services by Multnomah County Juvenile Court Judges and Referees as an alternative to detention.

III. Financial Impact:

\$6,500 is needed to pay for this service through the end of the current fiscal year. State CSD funds will be used to pay for this service.

IV. Legal Issues:

N/A

V. Controversial Issues:

N/A

VI. Link to Current County Policies:

The current policy of using electronic monitoring as a alternative to detention is an integral component of the Division's capacity management system.

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

N/A



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 100134

Amendment # 1

MULTNOMAH COUNTY OREGON

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCR B Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-1</u> DATE <u>1/6/94</u> <u>DEB BOGSTAD</u> BOARD CLERK</p>
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Department _____ Division Juvenile Justice Date 12/15/93

Contract Originator Brian Smith LP Phone 5184 Bldg/Room 311/JJD

Administrative Contact Brian Smith Phone 5184 Bldg/Room 311/JJD

Description of Contract This amendment will provide continuation of electronic monitoring services as an alternative to detention to the Division.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Clackamas County Correctional Facility
 Mailing Address 9000 SE McBrod
Milwaukie, OR 97222
 Phone 655-8779
 Employer ID# or SS# _____
 Effective Date upon execution
 Termination Date June 30, 1994
 Original Contract Amount \$ 5,000
 Total Amount of Previous Amendments \$ 0
 Amount of Amendment \$ 6,500
 Total Amount of Agreement \$ 11,500

Remittance Address _____ (if Different)

Payment Schedule _____ Terms _____

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

REQUIRED SIGNATURES:

Department Manager Harald Oglwen
 Purchasing Director _____
 (Class II Contracts Only)
 County Counsel _____
 County Chair / Sheriff _____
 Contract Administration _____
 (Class I, Class II Contracts Only)

Encumber: Yes No
 Date _____
 Date 12-20-93
 Date January 6, 1994
 Date _____

VENDOR CODE		VENDOR NAME							TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	2567			6060		DNZG	CSD Downsizing	3,500	
02.	156	010	2567			6060		GRIT	CSD GRIT	3,000	
03.											

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION CANARY - INITIATOR PINK - FINANCE

MULTNOMAH COUNTY JUVENILE JUSTICE DIVISION
CONTRACT #100134 AMENDMENT #1

TERM OF AMENDMENT: Upon execution
CONTRACTOR NAME: Clackamas County
ADDRESS: 9000 SE McBrod, Milwaukie, OR 97222

TO: June 30, 1994
TELEPHONE: 655-8779
IRS NO:

This amendment is to that certain contract dated July 1, 1993, between the Multnomah County Juvenile Justice Division, referred to as the "COUNTY", and Clackamas County, referred to as "CONTRACTOR". It is understood by both parties that all conditions and agreements in the original contract not superseded by the language of this amendment are still in force and apply to this amendment.

PART I COMPENSATION:

Section 3.A. COUNTY agrees to pay CONTRACTOR an additional \$6,500 for performance of those services provided hereunder. In no event shall the compensation of CONTRACTOR exceed a total of \$11,500.

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

By: _____
Contractor

Date: _____

Contractor's I.D. Number _____

By: Beverly Stein
Beverly Stein, Chair
Board of County Commissioners

Date: January 6, 1994

By: Harold Ogburn
Harold Ogburn, Division Director

Date: 12/16/93

By: Lorenzo T. Poe Jr.
Lorenzo Poe, Program Manager

Date: 12/16/93

REVIEWED By: H. H. Lazenby, Jr.

H. H. Lazenby, Jr.
for:

LAWRENCE KRESSEL
County Counsel for
Multnomah County, Oregon

Date: 12-20-93

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-1 DATE 1/6/94
DEB BOGSTAD
BOARD CLERK

MEETING DATE: JAN 06 1994

AGENDA NO: C-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of Intergovernmental Agreement with Clackamas County Health Department

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: C

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health **DIVISION:** _____

CONTACT: Fronk **TELEPHONE #:** x4274
BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Fronk

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Ratification of Intergovernmental Agreement with Clackamas County in which Multnomah County provides triage services for Clackamas County Health Department clients. Multnomah county will be paid on a requirements basis not to exceed \$10,000.

*1/10/94 originals to Herman
Brune*

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Bill Degeard

00480 OF
COUNTY COMMISSIONERS
1993 DEC 27 PM 12:40
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH DIVISION - FISCAL SERVICES
426 S.W. STARK STREET, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3625
FAX (503) 248-3407

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

MEMORANDUM

TO: Board of County Commissioners
FROM: Bill Odegaard
REQUESTED PLACEMENT DATE: December 9, 1993
DATE: November 23, 1993
SUBJECT: Intergovernmental Agreement with Clackamas County Health Department

- I. Recommendation/Action Requested: The Board is requested to approve the renewal of this intergovernmental agreement with Clackamas County Health Department for the period January 1, 1994 to and including December 31, 1994.
- II. Background/ Analysis: This is the third agreement with the contractor in which the county is paid to provide triage services to Clackamas County Health Department clients using Community Health Nurses with physician backup. Clackamas County Health Department is a Physician Care Organization (PCO) and requires telephone triage for clients.
- III. Financial Impact: The county will be paid up to \$10,000 for providing the service.
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: Continuing to cooperate with other governmental entities to provide health care.
- VII. Citizens Participation: None
- VIII. Other Government Participation: None



CLACKAMAS COUNTY

Department of Human Services

Public Health Division

THOMAS M. TROXEL
DIRECTOR

October 18, 1993

Suzanne Kahn
Multnomah County Health Department
426 SW Stark St, 2nd Floor
Portland OR 97204

Dear Suzanne:

Our current contract, which provides for your agency to perform after hours phone triage services, expires on December 31, 1993. I'm contacting you on behalf of Mary Murphy to request a renewal of this contract.

Would you review the enclosed copy of the current contract for any necessary changes and forward these to me as soon as possible? The compensation section may require revision. I will then expedite review at this agency.

The after hours contract has worked well for us this past year, and we look forward to working with you and the staff this next year.

Sincerely,

A handwritten signature in cursive script that reads "Barbara Hopson".

Barbara Hopson

attachment



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

Contract # 201184
Amendment # _____

MULTNOMAH COUNTY OREGON

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-2</u> DATE <u>1/6/94</u> <u>DEB BOGSTAD</u> <u>BOARD CLERK</u> <u>REVENUE</u></p>
--	--	---

Department HEALTH Division _____ Date _____

Contract Originator Brame Phone x2670 Bldg/Room 160/2

Administrative Contact Fronk Phone x4274 Bldg/Room 160/7

Description of Contract Provide telephone triage for clients of Clackamas County Health Department

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

ORS/AR # _____ Contractor is MBE WBE ORF

Contractor Name Clackamas County Health Department

Mailing Address 1425 Kaen Rd.

Oregon City, Oregon 97045

Phone 655-8471

Employer ID# or SS# _____

Effective Date January 1, 1994

Termination Date December 31, 1994

Original Contract Amount \$ Requirements

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ up to \$10,000

Remittance Address _____
(If Different)

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt

Monthly \$ _____ Net 30

Other \$ _____ Other _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Billi Odegaard

Purchasing Director _____
(Class II Contracts Only)

County Counsel _____

County Chair / Sheriff _____

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

Encumber: Yes No

Date 12/19/93

Date _____

Date 12-8-93

Date January 6, 1994

Date _____

VENDOR CODE		VENDOR NAME							TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015	0712			2704		0360	Clack Triage		
02.											
03.											

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION CANARY - INITIATION PINK - FINANCE

MULTNOMAH COUNTY
AND
CLACKAMAS COUNTY HEALTH DEPARTMENT
TRIAGE AGREEMENT

This intergovernmental agreement is made and entered into this first of January, 1994, by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon (hereinafter referred as PROVIDER), and CLACKAMAS COUNTY, a political subdivision of the State of Oregon, (hereinafter referred to as RECEIVER),

WITNESSETH:

Whereas, RECEIVER requires services which PROVIDER is capable of providing, under terms and conditions hereinafter described, and

Whereas, PROVIDER is able and prepared to provide such services as RECEIVER does hereinafter require, under those terms and conditions set forth; now, and

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

1. Term

The term of this agreement shall be from January 1, 1994 through December 31, 1994, unless sooner terminated under the provisions hereof.

2. Services

PROVIDER will perform the following services:

A. Provide telephone triage for clients of Clackamas County Health Department using community health nurses with physician backup during the following hours:

Monday-Thursday, 8:00 pm - 8:00 am
Friday 5:00 pm - Monday 8:00 am
Holidays 8:00 am - 8:00 am next day

B. Verify Clackamas County PCO coverage.

C. Authorize treatment for emergency services for Clackamas County PCO clients.

D. Advise and refer Clackamas County clients to Clackamas County Health Department as appropriate.

E. Provide written documentation of client telephone contacts FAXed to Clackamas County by 9:30 am of the next working day.

- F. Provide telephone interpretation for above calls as necessary.

RECEIVER to provide to PROVIDER:

- A. separate and maintain telephone line at own expense.
- B. Provide monthly PCO enrollment lists by the 6th day of the month.
- C. Provide current information on Clackamas County services, updated as changes occur.
- D. Assign a liaison to coordinate the after-hours system.

3. Compensation

- A. RECEIVER agrees to pay PROVIDER up to an annual maximum of \$10,000 (ten thousand) based on the following terms:
 - 1. Monthly number of clients currently enrolled in RECEIVER'S PCO divided by that same month's number of clients currently enrolled in PROVIDER'S Multicare PCO.
 - 2. One twelfth of the total annual cost of PROVIDER'S Multicare triage system multiplied by the percentage resulting from 3.A.1.
 - 3. Charges for any unusual or special services related to triage incurred by the RECEIVER will be paid by the RECEIVER.
- B. RECEIVER certifies that either federal, state or local funds are available and authorized to finance the costs of this agreement. In the event that funds cease to be available to RECEIVER in the amounts anticipated, RECEIVER may terminate or reduce agreement funding accordingly. RECEIVER will notify PROVIDER as soon as it receives notification from funding source. Reduction or termination will not effect payment for accountable expenses prior to the effective date of such action.
- C. All final billings affecting agreement payments must be received within thirty (30) days after the end of the agreement period. Agreement payments not triggered or billed within this specified time period will be the sole responsibility of PROVIDER.

4. Contractor is Independent Contractor

- A. PROVIDER is an independent contractor and is solely responsible for the conduct of its programs. PROVIDER, its employees and agents shall not be deemed employees or agents of RECEIVER.
- B. PROVIDER shall defend, hold and save harmless RECEIVER, its officers, agents, and employees from damages arising out of the tortious acts of PROVIDER, or its officers, agents, and employees acting within the scope of their employment and duties in performance of the agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.

5. Worker Compensation

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

6. Contractor Identification

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

7. Subcontracts and Assignment

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

8. Access to Records

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

9. Waiver of Default

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

10. Adherence to Law

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

11. Modification

- A. In the event that RECEIVER'S agreement obligation is amended by a federal or state initiated change, RECEIVER shall amend this agreement through written notification of changes sent to PROVIDER by mail. PROVIDER shall sign the amendment and return to RECEIVER within twenty (2) working days of receipt of RECEIVER'S notification document.
- B. Any other amendments to the provisions of the agreement, whether RECEIVER or PROVIDER initiated, shall be reduced to writing and signed by both parties.

12. Integration

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

13. Record Confidentiality

PROVIDER agrees to keep all client records confidential in accordance with State and Federal statutes and rules governing confidentiality.

14. Early Termination

- A. Violation of any of the rules, procedures, attachments, or conditions of this agreement may, at the option of either party, be cause for termination of the agreement and, unless and until corrected, of funding support by RECEIVER AND SERVICES BY PROVIDER, or be cause for placing conditions on said funding and/or services, which may include withholding of funds. Waiver by either party or any violation of this agreement shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this agreement.
- B. This agreement may be terminated by either party by sixty (60) days' written notice to the other party.
- C. Immediate termination or amendment by RECEIVER may occur under any of the following conditions:
 - 1. Upon notice of denial, revocation, suspension or nonrenewal of any license or certificate required by law or regulation to be held by PROVIDER to provide a service under this agreement.,
 - 2. Upon notice if PROVIDER fails to start-up services on the date specified in this agreement, or if PROVIDER fails to continue to provide service for the entire agreement period.
 - 3. Upon notice to RECEIVER of evidence that PROVIDER has endangered or is endangering the health and safety of clients/residents, staff, or the public.
 - 4. Upon evidence of PROVIDER'S financial instability which RECEIVER deems sufficient to jeopardize customary level and/or quality of service.
- D. Payment to PROVIDER will include all services provided through the day of termination and shall be in full satisfaction of all claims by PROVIDER against RECEIVER under this agreement.

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

15. Litigation

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

16. Oregon Law and Forum

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

17. Certification Regarding Lobbying

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

WITNESSETH:

Whereas, the PROVIDER and RECEIVER are parties to a certain agreement dated _____, entitled Triage Agreement (hereinafter "agreement"); and

Whereas, the parties mutually desire to enter into said agreement in the manner hereinafter set forth;

In witness whereof, the parties have caused this agreement to be executed by their duly authorized officers the date first hereinabove written.

RECEIVER:
CLACKAMAS COUNTY
Chair: Darlene Hooley
Commissioner: Ed Lindquist
Commissioner: Judie Hammerstad

Signing on behalf of the board

By: _____
Jono Hildner, Administrator
Dept of Human Services

Date: _____

MULTNOMAH COUNTY, OREGON

By: Bev Stein
Bev Stein, County Chair

Date: January 6, 1994

HEALTH DEPARTMENT

By: Billi Odegaard
Billi Odegaard, Director

Date: 12/1/93

By: _____
Program Manager

Date: _____

~~REVIEWED~~
By: [Signature]
MULTNOMAH COUNTY COUNSEL

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-2 DATE 1/6/94
DEB BOGSTAD
BOARD CLERK

MEETING DATE: JAN 06 1994

AGENDA NO: C-3

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of agreement with Port of Portland

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: 1/10/94

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health **DIVISION:** _____

CONTACT: Fronk **TELEPHONE #:** x4274
BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Fronk

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Ratification of intergovernmental agreement with Port of Portland. Port of Portland will pay Multnomah County to provide hepatitis B vaccinations to willing Port of Portland employees, postexposure evaluation, and follow-up for Port employees coming in contact with blood or body fluids during work.

1/10/94 originals to Herman Brame

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

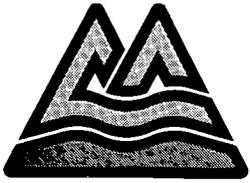
OR

DEPARTMENT MANAGER: Billi Odgaard

1993 DEC 27 PM 12:39
MULTNOMAH COUNTY
OREGON
OFFICE OF
COUNTY COMMISSIONER

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON



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

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

MEMORANDUM

TO: Board of County Commissioners
FROM: Bill Odegaard
REQUESTED PLACEMENT DATE: December 16, 1993
DATE: December 1, 1993
SUBJECT: Agreement with Port of Portland

- I. Recommendation/Action Requested: County Chair approval is requested for this agreement with the Port of Portland for the period upon execution to and including December 1, 1994.
- II. Background/Analysis: The first agreement was effective January 29, 1993. This renewal will provide for the county to continue to give hepatitis B vaccinations to willing Port employees designated by the Port as being at risk of exposure to blood or body fluids in the course of their employment. The county will also provide postexposure evaluation and follow-up for Port employees where employment increases their exposure to blood or body fluids and maintain confidential files related to vaccination and exposure to blood or body fluid.
- III. Financial Impact: The Port of Portland will pay the County \$135 per Port employee vaccinated against hepatitis B.
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: Continuing to work cooperatively with other organizations in the provision of health care.
- VII. Citizens Participation: None
- VIII. Other Government Participation: None



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

Contract # 201234
Amendment # _____

MULTNOMAH COUNTY OREGON

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCR B Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-3</u> DATE <u>1/6/94</u> DEB BOGSTAD BOARD CLERK</p>
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Department HEALTH Division _____ Date _____

Contract Originator Brame Phone x2670 Bldg/Room 160/2

Administrative Contact Fronk Phone x4274 Bldg/Room 160/7

Description of Contract County will provide Hepatitis B vaccination to willing Port of Portland employees, postexposure evaluation and follow-up for Port employees coming in contact with blood or body fluids during work.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Port of Portland
 Mailing Address Box 3529
Portland, Oregon 97208
 Phone 231-5000
 Employer ID# or SS# _____
 Effective Date Upon Execution
 Termination Date December 1, 1994
 Original Contract Amount \$ Requirements
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ _____

Remittance Address _____
(If Different)

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt
 Monthly \$ _____ Net 30
 Other Quarterly \$135 per employee Other _____
 Requirements contract - Requisition required.
 Purchase Order No. _____
 Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Billie Adgaard
 Purchasing Director _____
 (Class II Contracts Only)
 County Counsel _____
 County Chair / Sheriff _____
 Contract Administration _____
 (Class I, Class II Contracts Only)

Encumber: Yes No
 Date 12/8/93
 Date _____
 Date 12-20-93
 Date January 6, 1994
 Date _____

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND	
01.	156	015	0446			2773		0393		Requirements		
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INTERGOVERNMENTAL AGREEMENT
between
THE PORT OF PORTLAND
and
MULTNOMAH COUNTY

Parties: The Port of Portland (hereinafter referred to as "Port")
Multnomah County (hereinafter referred to as "County")

1. Term

The term of this Agreement shall be from UPON EXECUTION to December 1, 1994, unless sooner terminated pursuant to this Agreement.

2. County'S Duties

The County shall:

a. Provide hepatitis B vaccinations to willing Port employees designated by the Port as being at risk of exposure to blood or body fluids in the course of their employment;

b. Provide postexposure evaluation and follow-up for Port employees who, in the course of their employment, are exposed to blood or body fluid or who otherwise may have an increased risk of contracting hepatitis B; and

c. Maintain confidential records of vaccination, vaccine refusal, and postexposure evaluation and follow-up with respect to Port employees under this Agreement.

3. Port's Duties

The Port shall pay the County \$135 per Port employee who is vaccinated against hepatitis B under this Agreement. The Port shall make quarterly payments. Payments shall be due within 30 days after the Port receives a quarterly report from the County listing Port employees who have been vaccinated under this Agreement.

4. Indemnity

Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provision of the Oregon Constitution:

a. The County shall defend, hold, and save harmless the Port and the Port's commissioners, employees, and agents against all claims arising from the tortious conduct of the County or the County's commissioners, employees, or agents; and

b. The Port shall defend, hold, and save harmless the County and the County's commissioners, employees, and agents against all claims arising from the tortious conduct of the Port or the Port's commissioners, employees, or agents.

5. Confidentiality

To the extent permitted by the Oregon Public Records Law, and except as required by section the County shall keep all records required by section 3 of this Agreement, the County shall keep confidential all records generated in the course of performing this Agreement. The Port may inspect and copy any of those records.

6. Termination

This Agreement may be terminated by either party upon 60 days advance written notice to the other. This right to terminate is in addition to any right to terminate for default.

7. Integration and Modification

This Agreement contains the entire agreement between the parties regarding the same subject, and supersedes all prior or contemporaneous agreements or communications regarding the same subject. This Agreement may be modified only by a writing signed by each party's authorized representative.

8. Signers' Authority

Each individual signing below on behalf of a party represents that he or she has authority to sign this Agreement on behalf of that party.

THE PORT OF PORTLAND

By: _____
Mike Thorne, Executive Director

Date: _____

Approved as to Legal Sufficiency

By: _____
Counsel for the Port of Portland

MULTNOMAH COUNTY, OREGON

By: Beverly Stein
Beverly Stein
Multnomah County Chair

Date: January 6, 1994

HEALTH DEPARTMENT

By: Billie Odegaard
Billie Odegaard, Director

Date: 12/6/93

HEALTH DEPARTMENT

By: Jan Sundau
Program Manager

Date: 12-3-93

REVIEWED:

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

By: H. H. Lazenby, Jr.
H. H. Lazenby, Jr.

Date: 12-20-93

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-3 DATE 1/6/94
DEB BOGSTAD
BOARD CLERK

MEETING DATE: JAN 06 1994

AGENDA NO: C-4

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of an Agreement with University Hospital-OHSU

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: 5 Minutes

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: _____

DEPARTMENT: _____ **DIVISION:** Mental Health, Youth, and Family Services

CONTACT: Kathy Tinkle **TELEPHONE #:** 248-3691 x6858
BLDG/ROOM #: 160/6

PERSON(S) MAKING PRESENTATION: Susan Clark/Kathy Tinkle

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Ratification of an Agreement between the Multnomah County Mental Health, Youth, and Family Services Division Child and Adolescent Mental Health Program and the University Hospital-Oregon Health Sciences University for the period July 1, 1993 through June 30, 1994. The University Hospital will provide Child and Adolescent Mental Health services for Partners Project clients for the requirements of the contract.

1/10/94 originals to KATHY TINKLE

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *Susan Clark*

MULTNOMAH COUNTY
OREGON
1993 DEC 27 PM 12:39
CLERK OF COUNTY COMMISSIONERS

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK ST., 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 / FAX (503) 248-3379
TDD (503) 248-3598

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

M E M O R A N D U M

TO: Board of County Commissioners

FROM: Susan Clark, Acting Director *sc*
Mental Health, Youth, and Family Services Division

DATE: December 14, 1993

REQUESTED PLACEMENT DATE:

RE: Approval an Agreement with University Hospital

I. Action Requested:

Approval of an Intergovernmental Agreement with University Hospital-Oregon Health Sciences University (OHSU).

II. Background/Analysis:

The agreement attached provides Child and Adolescent Mental Health services for Partners Project clients for the 93/94 fiscal year. Partners children receive Psychiatric, Psychological and Medical Evaluations and Outpatient Services at the University Hospital. This agreement was originally processed in May during the yearly contract renewal process. After the hospital received the agreement their attorneys determined that language originally agreed upon was unacceptable to them. Renegotiations have finally concluded with the language in the General Conditions included in this document.

III. Financial Impact:

Funding is provided via the Partners Project which is a pool of funds from the State, School Districts, County and the Robert Wood Johnson Foundation. Funding is for the requirements of the contract.

V. Legal Issues:

N/A

V. Controversial Issues:

N/A

VI. Link to Current County Policies:

For many years the County has been involved with and supportive of mental health services for children and adolescents. The continuation of these services should be in line with the newly re-emphasized goals of services for children and families.

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

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



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 100264-R

MULTNOMAH COUNTY OREGON

Amendment # _____

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCR Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-4</u> DATE <u>1/6/94</u> <u>DEB BOGSTAD</u> BOARD CLERK</p>
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Department _____ Division MHYFSD Date DEC 2, 1993

Contract Originator _____ Phone _____ Bldg/Room _____

Administrative Contact KATHY TINKLE Phone 248-3691 Bldg/Room 160/6

Description of Contract Renewal of an agreement for provision of Psychiatric, Psychological and Medical Evaluations and Outpatient Services for CAMHP clients effective July 1, 1993 through June 30, 1994

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name UNIVERSITY HOSPITAL
 Mailing Address 3181 SW SAM JACKSON PARK RD
PORTLAND OR 97201
 Phone 494-8548
 Employer ID# or SS# 93-6001786W
 Effective Date July 1, 1993
 Termination Date June 30, 1994
 Original Contract Amount \$ _____
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ _____ Requirements

Remittance Address _____ (If Different)

Payment Schedule _____ Terms _____

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

REQUIRED SIGNATURES:

Department Manager Susan Clark
 Purchasing Director _____
 County Counsel _____
 County Chair / Sheriff _____
 Contract Administration _____
 (Class I, Class II Contracts Only)

Encumber: Yes No
 Date 12/15/93
 Date _____
 Date 12.20.93
 Date January 6, 1994
 Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.	156	010	1673			6060				Requirements	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

MULTNOMAH COUNTY
 MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION
 SUBCONTRACT AGENCY AGREEMENT

DURATION OF AGREEMENT: July 1, 1993 TO: June 30, 1994
 CONTRACTOR NAME: University Hospital
 CONTRACTOR ADDRESS: 3181 SW Sam Jackson Park Road, OP331
 Portland, OR 97201

CONTRACT #: 100264-R
 TELEPHONE: 494-8548
 I.R.S. NUMBER: 93-6001786W
 MEDICAID #: 041178

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

MEDICAID BILLING ALLOCATION

Subject to the General Conditions and Special conditions attached hereto and by this reference made part of this agreement, the CONTRACTOR agrees to provide Title XIX services within the service element(s) specified below. CONTRACTOR acknowledges its status as a Performing Provider under OAR 309-16-000 through 120.

Service Element	Fund Source	Total Annual Maximum Payable	Number of Units	Basis of Payment
Dept. of Child Psych./ Child & Adolescent	MHS 22 MEDICAID	\$61,920	0	N/A

SERVICES UNDER FEE-FOR-SERVICE

Service Element	Fund Source	Total Annual Maximum Payable	Type of Units	Rate Per Unit
Special Projects/ Partners	MHS 37 State	Requirements	Psychiatric Evaluations	\$250 maximum per evaluation
			Psychological Evaluation	\$390 maximum per evaluation
			Medical Evaluations	\$200 maximum per evaluation
			Outpatient Services	See Fee Schedule in Special Condi

GENERAL CONDITIONS - University Hospital

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

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

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

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

I. Service Objectives and Evaluation. CONTRACTOR agrees to provide contracted services in the volume and consistent with the objectives and evaluation criteria specified in this contract.

II. Standards. CONTRACTOR agrees to comply with all applicable federal, state, county and local statutes and rules and funding criteria governing services, facilities and operations. CONTRACTOR agrees to permit inspection of program, facilities, clinical and fiscal records by authorized agents of COUNTY, Oregon State Mental Health and Developmental Disability Services Division, and Federal Government.

Release of medical records is pursuant to COUNTY's agreement with COUNTY subscribers for release of such information and is pursuant to any other additional releases which may be required by State or Federal laws. CONTRACTOR will determine which additional releases, if any, are required and COUNTY or CONTRACTOR will obtain and provide such releases.

COUNTY warrants that it has obtained the consent of its subscribers to review the medical records. It is the responsibility of COUNTY to preserve the confidentiality of all records which CONTRACTOR releases to COUNTY.

COUNTY agrees to defend and indemnify CONTRACTOR from any claim or action by a COUNTY subscriber against CONTRACTOR relating to CONTRACTOR disclosure of the COUNTY subscriber's medical records to COUNTY, provided COUNTY requested such disclosure.

Each party agrees to maintain clinical and fiscal records consistent with Oregon Administrative Rules and fiscal records consistent with current, generally accepted accounting principles. CONTRACTOR acknowledges that CONTRACTOR is bound by all applicable provisions of the current Intergovernmental Agreement between COUNTY and the State Mental Health and Developmental Disability Services Division for provision of community mental health services. CONTRACTOR and COUNTY are further bound by all applicable federal and state statutes, rules and regulations.

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

IV. Contract Disputes. In the event of a dispute, the parties agree to attempt resolution at the lowest level and to strive for mutual agreement prior to taking other action.

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

VI. Authority of Director. CONTRACTOR agrees to recognize the County Mental Health, Youth, and Family Services Division Director as COUNTY's administrative authority for services provided under this contract.

VII. Discrimination. Neither COUNTY nor CONTRACTOR shall unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges of employment, nor shall any person be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age or handicap. In that regard, each party must comply with all applicable provisions of Executive Order Number 11246 as amended by Executive Order Number 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R. 84.4. and the Americans With Disabilities Act of 1990, Public Law Number 101-336 and all enacting regulations of the EEOC and Department of Justice. Each party will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

VIII. Liability. CONTRACTOR and COUNTY recognize that each is a public body governed by the Oregon Tort Claims Act and subject to the limits and liabilities therein.

CONTRACTOR is an independent contractor and is solely responsible for the conduct of its programs. CONTRACTOR, its employees and agents shall not be deemed employees or agents of COUNTY or DIVISION. COUNTY is an independent contractor and is solely responsible for the conduct of its programs. Neither COUNTY nor DIVISION, nor their employees and agents shall be deemed employees or agents of CONTRACTOR.

CONTRACTOR shall defend, indemnify, hold and save harmless the COUNTY, its officers, agents and employees from damages arising out of the tortious acts of the CONTRACTOR or its officers, agents, and employees acting within the scope of their employment and duties in performance of this contract subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7.

COUNTY shall defend, indemnify, hold and save harmless the CONTRACTOR, its officers, agents, and employees from damages arising out of the tortious acts of COUNTY, or its officers, agents and employees acting within the scope of their employment and duties in performance of this contract subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 9.

CONTRACTOR is an agency of the State of Oregon. The State of Oregon is self-insured under the provisions of ORS 278.425 and 278.435 for tort liability, including personal injury and property damage. The limits of liability for this coverage are established by ORS 30.270.

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

IX. Workers Compensation. Each party shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer and shall comply with ORS 656.017. A certificate evidencing current Workers' Compensation insurance, shall be provided upon request to the other party.

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

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

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

XII. Audits.

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

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

Audit will be made available by CONTRACTOR to the Mental Health, Youth and Family Services Division upon written request.

XIII. Program Reporting and Payment Requirements.

CONTRACTOR will prepare reports and will be paid as specified in the Special Conditions of this contract.

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

Any contract funds paid to CONTRACTOR for purposes not authorized by this contract shall be deducted from future payments made by COUNTY to CONTRACTOR or refunded to COUNTY by CONTRACTOR. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) days after: 1) the contract's expiration; or 2) notification by COUNTY. CONTRACTOR shall be responsible for prior contract period overpayments and unrecovered advances provided by COUNTY. Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY and/or the Mental Health and Developmental Disability Services Division.

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

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

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

XVII. Fees. CONTRACTOR shall charge fees for services provided under this contract as required by ORS 430 and OAR 309.14.000 and shall expend revenue received from such fees only in support of mental health services which meet the standards of Oregon Administrative Rules.

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

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

XIX. Assignment. This contract shall not be assigned by either party without the prior written consent of the other party.

XX. Amendment.

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

XXI. Termination.

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

B. This agreement may be terminated prior to the expiration of the agreed-upon term:

1. Immediately upon mutual written consent of the parties, or at such time as the parties agree; or

2. By either party upon 30 days written notice to the other, delivered by certified mail or in person.

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

XXII. Non-Violation of Tax Laws. Both parties hereby certify under penalty of perjury that to the best of their knowledge, they are not in violation of any Oregon tax laws described in ORS 305.380(4).

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SPECIAL CONDITIONS

1. CONTRACTOR agrees to provide COUNTY with information by phone about weather/emergency closure as soon as known, and to provide with ten (10) days advance written notice information of any:
 - a. Temporary closure of admission to any service element funded by the AGREEMENT; and
 - b. Temporary cessations of service or closures of offices other than holidays specified in CONTRACTOR'S personnel policies.

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SPECIAL CONDITIONS
FISCAL YEAR 1993-1994

TITLE XIX PROVIDERS

1. Service Description

CONTRACTOR agrees to provide services as identified and defined in the Mental Health and Developmental Disability Services Division document, Medicaid Rehabilitative Services Procedure Codes and Reimbursement Rates.

2. Performance Requirements

- a. CONTRACTOR agrees to comply with OAR 309-16-000 through 309-16-120, "Medicaid Payment for Community Mental Health Services."
- b. CONTRACTOR agrees to comply with the contract special conditions applicable to each service element, as specified elsewhere in this agreement.
- c. UTILIZATION REVIEW: CONTRACTOR agrees to submit the results of each 90-day Utilization Review to the COUNTY, which shall include the Title XIX Utilization Review report form, a summary of the Content Review and a summary of the Completeness Review. These items are due ten working days following the Utilization Review date.
- d. BILLING REVIEW: CONTRACTOR agrees to conduct a Title XIX Billing Review every 90 days. The Billing Review shall include a review of 25 randomly chosen line-items from Medicaid billings of the previous 90 days. Each line-item shall be evaluated for compliance with the Medicaid documentation requirements. CONTRACTOR agrees to submit the results of each Billing Review to the COUNTY on the Title XIX Billing Review Report form, due with each Utilization Review Report.
- e. CONTRACTOR agrees to enroll all individuals served with Medicaid funds in the State CPMS data system.
- f. CONTRACTOR agrees to submit any special reports as may be reasonably requested by the COUNTY.

3. Additional Requirements for Service to Children & Adolescents

- a. CONTRACTOR must hold a Certificate of Approval to provide Child & Adolescent Mental Health Services to deliver services to children and adolescents.

UNIVERSITY HOSPITAL

- b. CONTRACTOR agrees to accept Medicaid eligible children and adolescents, ages 0 to 21 years old, for mental health evaluation and treatment services that are deemed medically necessary. If the appropriate treatment is not available at the CONTRACTOR agency, than the CONTRACTOR agrees to refer the individual to other resources able to provide the appropriate treatment services.
- c. CONTRACTOR agrees to schedule the initial face-to-face appointment with an Early and Periodic Screening, Diagnosis and Treatment (EPSDT) referred child within 15 working days of the original request for service.
- d. CONTRACTOR agrees to comply with the COUNTY Child & Adolescent Mental Health Services Program CPMS Information and Instructions Guide.
- e. CONTRACTOR agrees to submit the Medicaid Allocation Utilization Quarterly Report to the COUNTY ten working days following the close of the report period.

4. Payment Procedures

Payment rates and requirements are identified in the Mental Health and Developmental Disability Services Division document, Medicaid Rehabilitative Services Procedure Codes and Reimbursement Rates. All funds are disbursed by the Oregon Office of Medical Assistance Programs.

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SPECIAL CONDITIONS
FISCAL YEAR 1993-1994

SERVICE ELEMENT MHS 22
CHILD AND ADOLESCENT MENTAL HEALTH SERVICES

1. Service Description

- a. Services include evaluation, brief intensive treatment, and less intensive long-term supportive treatment in an outpatient setting. Treatment may include medication management for the child and frequently involves the family.
- b. Eligibility for treatment services shall be based upon the following criteria:
 1. Documented evidence of Medicaid eligibility and/or referral for services through the Early Periodic Screening Diagnosis and Treatment (EPSDT) Program. Treatment services to Medicaid eligible children and adolescents shall be based upon the priorities for service to mentally or emotionally disturbed children as identified in section 309-16-102 of OAR 309-16-000 through 309-16-120, "Medicaid Payment for Community Mental Health Services".

OR

2. Documented clinical impression of a severe disorder needing treatment to avoid institutionalization or posing a hazard to the health or safety of her/himself or others;
- OR
3. Documented clinical impression that the child or adolescent is at risk of later developing a severe mental disorder;
- OR
4. Documented clinical impression that the child or adolescent is determined to be at immediate risk of removal from the home because of mental disorders.

2. Performance Requirements

- a. CONTRACTOR agrees to maintain a Certificate of Approval to provide Child & Adolescent Mental Health Services as measured through the site review process.
- b. CONTRACTOR agrees to attend the COUNTY's monthly Children's Mental Health Provider meetings.
- c. CONTRACTOR agrees 100% of individuals who receive service funded by this Agreement will meet eligibility criteria specified above as measured through the site review process.

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- d. CONTRACTOR agrees to accept for mental health evaluation children and adolescents who are developmentally disabled and/or alcohol and drug involved, when the primary presenting problem appears to be a mental or emotional issue, and if determined appropriate, provide medically necessary mental health treatment services. CONTRACTOR agrees to provide the mental health component of treatment and collaborate with other services to assure the coordination of treatment planning and services.
- e. CONTRACTOR agrees to deliver services in accordance with OAR 309-32-130 through 309-32-155, "Community Treatment Services." This rule will be utilized as a community standard in the absence of an adopted State rule for children. Any new rule adopted by the State regarding children's community treatment services will supersede the Community Treatment Services Rule.
- f. CONTRACTOR agrees to provide all five axes of the DSMIII-R diagnosis for each individual receiving treatment services. Compliance will be measured by the Treatment Planning Coordinator through the quarterly utilization review process.
- g. CONTRACTOR agrees to inform the COUNTY regarding the development and coordinate with the COUNTY regarding the implementation of any new mental health services for children, adolescents and their families funded by this Agreement. These services include, but are not limited to, services delivered in schools, child welfare agency offices, or hospital settings; treatment foster care; and daily structure and support programs.

3. Reporting Requirements

- a. CONTRACTOR agrees to comply with the COUNTY Child & Adolescent Mental Health Services Program CPMS Information and Instructions Guide regarding client enrollment in the State CPMS data system.
- b. CONTRACTOR agrees to submit to the COUNTY the Monthly Client Count Report and the Agency Wait List form, both due ten working days following the report period.
- c. CONTRACTOR agrees to submit and implement a written plan to the COUNTY which will outline policies and activities that assure culturally competent mental health treatment services. The plan must address, at a minimum, the following areas: a) assessment; b) treatment approaches; c) consultation; d) staff training; and e) outreach. All plans are due by October 1, 1993.

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- d. CONTRACTOR agrees to provide a client satisfaction survey to client or client's parent/guardian or caregiver, as measured through the site review process. The COUNTY will initiate by July 30, 1993, the coordination of a team of contracting agency representatives and COUNTY staff persons to develop this survey.

4. Payment Procedures

- a. Payments for services to Medicaid eligible individuals are disbursed by the Oregon Office of Medical Assistance Programs and are based on the rates and definitions of scope, frequency and duration of services as identified in the Mental Health and Developmental Disability Services Division document, Medicaid Rehabilitative Services Procedure Codes and Reimbursement Rates.

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MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
OFFICE OF CHILD AND ADOLESCENT MENTAL HEALTH
PARTNERS PROJECT
FISCAL YEAR 1993-1994 SPECIAL CONTRACT CONDITIONS

3 PSYCHIATRIC EVALUATIONS

3.1 SERVICE DESCRIPTION

3.1.1 CONTRACTOR agrees to provide psychiatric evaluations to children and adolescents referred by the Partners Project.

3.2 PERFORMANCE REQUIREMENTS

3.2.1 CONTRACTOR assures that all evaluations will be performed by a psychiatrist with the following qualifications:

- a. Doctor of Medicine or a Doctor of Osteopathy;
- b. Licensed to practice medicine in Oregon;
- c. Certified by the American Board of Psychiatry and Neurology or be Board eligible;
- d. Has specialized training or experience with children or adolescents who are severely emotionally disturbed.

3.2.2 CONTRACTOR assures only those psychiatrists approved by the Partners Project will perform evaluations. CONTRACTOR agrees to submit the Evaluator Qualifications Form to obtain approval of new evaluators.

3.2.3 CONTRACTOR agrees to perform evaluations in a manner that will provide information to respond to the Partners Project Managed Care Coordinator's referral questions. The evaluation shall include, but is not limited to:

- a. A clinical interview;
- b. A mental status examination;
- c. A review of prior evaluations and diagnoses;
- d. An assessment for the appropriateness of medication.

3.2.4 CONTRACTOR assures the evaluator will be available to meet, if requested and pre-authorized by the Managed Care Coordinator, with the client's parent(s) or guardian and other involved persons to review the results of the evaluation and answer questions that may arise.

UNIVERSITY HOSPITAL

3.2.5 CONTRACTOR agrees to provide the results of the evaluation to the Managed Care Coordinator in a written report. The written report shall include, but is not limited to:

- a. The source and reason(s) for referral;
- b. A summary of prior evaluations and diagnostic history;
- c. A description of the assessment procedure(s) utilized;
- d. Diagnoses (DSM III-R, Axis I-V) and treatment recommendations addressing the referral questions.

3.3 SPECIAL REPORTING REQUIREMENTS

3.3.1 CONTRACTOR agrees to complete and submit the written report to the Partners Project Managed Care Coordinator within fifteen (15) working days of the evaluation.

3.4 PAYMENT PROCEDURES

3.4.1 COUNTY agrees to pay CONTRACTOR a maximum \$250 per evaluation.

3.4.2 CONTRACTOR agrees that a written evaluation report must be received prior to any payment for services

3.4.3 CONTRACTOR agrees to submit monthly billings for services provided, to the Managed Care Coordinators, by the fifteenth (15) day of the month following the month of service.

The billing invoice must include:

- a) the name of the service recipient;
- b) the dates of service;
- c) the duration of service;
- d) the type of service;
- e) the name of the evaluator;
- f) and applicable charges.

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MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
OFFICE OF CHILD AND ADOLESCENT MENTAL HEALTH
PARTNERS PROJECT
FISCAL YEAR 1993-1994 SPECIAL CONTRACT CONDITIONS

4 PSYCHOLOGICAL EVALUATIONS

4.1 SERVICE DESCRIPTION

4.1.1 CONTRACTOR agrees to provide psychological evaluations to children and adolescents referred by the Partners Project.

4.2 PERFORMANCE REQUIREMENTS

4.2.1 CONTRACTOR assures that all evaluations will be performed by a psychologist with the following qualifications:

- a. Has specialized training or experience with children and adolescents who are severely emotionally disturbed;
- b. Licensed by the Oregon State Board of Psychological Examiners or is license eligible; or
- c. A Masters level psychologist supervised by a psychologist licensed by the Oregon State Board of Psychological Examiners; or
- d. A Certified School Psychologist.

4.2.2 CONTRACTOR assures only those psychologists approved by the Partners Project will perform evaluations. CONTRACTOR agrees to submit the Evaluator Qualifications Form to obtain approval of new evaluators.

4.2.3 CONTRACTOR agrees to perform evaluations in a manner that will provide information to respond to the Partners Project Managed Care Coordinator's referral questions. The evaluation may include, but is not limited to:

- a. A clinical interview;
- b. Tests of intellectual functioning;
- c. An adaptive behavior assessment;
- d. Academic testing;
- e. Projective testing;
- f. Standardized behavior rating instruments.

4.2.4 CONTRACTOR assures the evaluator will be available to meet, if requested and pre-authorized by the Managed Care Coordinator, with the client's parent(s) or guardian and other involved persons to review the results of the evaluation and answer questions that may arise.

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- 4.2.5 CONTRACTOR agrees to provide the results of the evaluation to the Managed Care Coordinator in a written report. The written report shall include, but is not limited to:
- a. The source and reason(s) for referral;
 - b. A summary of prior evaluations;
 - c. A description of the assessment procedure(s) utilized;
 - d. Behavior observation during testing;
 - e. Current evaluation results, including validity judgments;
 - f. Diagnoses (DSM III-R, Axis I-V) and treatment recommendations addressing the referral questions.

4.3 SPECIAL REPORTING REQUIREMENTS

- 4.3.1 CONTRACTOR agrees to complete and submit the written report to the Partners Project Managed Care Coordinator and the client's parent(s) or guardian within fifteen (15) working days of the evaluation.

4.4 PAYMENT PROCEDURES

- 4.4.1 COUNTY agrees to pay CONTRACTOR a maximum \$390 per evaluation.
- 4.4.2 CONTRACTOR agrees that a written evaluation report must be received prior to any payment for services.
- 4.4.3 CONTRACTOR agrees to submit monthly billings for services provided, to the Managed Care Coordinators, by the fifteenth (15) day of the month following the month of service.

The billing invoice must include:

- a) the name of the service recipient;
- b) the dates of service;
- c) the type of service;
- d) the duration of service;
- e) the name of the evaluator;
- f) and applicable charges.

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MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
OFFICE OF CHILD AND ADOLESCENT MENTAL HEALTH
PARTNERS PROJECT
FISCAL YEAR 1993-1994 SPECIAL CONTRACT CONDITIONS

5 MEDICAL EVALUATIONS

5.1 SERVICE DESCRIPTION

5.1.1 CONTRACTOR agrees to provide medical evaluations to children and adolescents referred by the Partners Project.

5.2 PERFORMANCE REQUIREMENTS

5.2.1 CONTRACTOR assures that all evaluations will be performed by a physician with the following qualifications:

- a. Doctor of Medicine or a Doctor of Osteopathy;
- b. Licensed to practice medicine in Oregon;
- c. Certified by the American Medical Association or be Board eligible.

5.2.2 CONTRACTOR assures only those physicians approved by the Partners Project will perform evaluations. CONTRACTOR agrees to submit the Evaluator Qualifications Form to obtain approval of new evaluators.

5.2.3 CONTRACTOR agrees to perform evaluations in a manner that will provide information to respond to the Partners Project Managed Care Coordinator's referral questions.

5.2.4 CONTRACTOR assures the evaluator will be available to meet, if requested and pre-authorized by the Managed Care Coordinator, with the client's parent(s) or guardian and other involved persons to review the results of the evaluation and answer questions that may arise.

5.2.5 CONTRACTOR agrees to provide the results of the evaluation to the Managed Care Coordinator in a written report. The written report shall include, but is not limited to:

- a. The source and reason(s) for referral;
- b. Specific recommendations for medical treatment needed and/or additional evaluation;
- c. Provide the data from the examination that supports the assessment and recommendations.

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5.3 SPECIAL REPORTING REQUIREMENTS

5.3.1 CONTRACTOR agrees to complete and submit the written report to the Partners Project Managed Care Coordinator and the client's parent(s) or guardian within fifteen (15) working days of the evaluation.

5.4 PAYMENT PROCEDURES

5.4.1 COUNTY agrees to pay CONTRACTOR a maximum \$200 per evaluation.

5.4.2 CONTRACTOR agrees that a written evaluation report must be received prior to any payment for services.

5.4.3 CONTRACTOR agrees to submit monthly billings for services provided, to the Managed Care Coordinators, by the fifteenth (15) day of the month following the month of service.

The billing invoice must include:

- a) the name of the service recipient;
- b) the dates of service;
- c) the type of service;
- d) the duration of service;
- e) the name of the evaluator
- f) and applicable charges.

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MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
OFFICE OF CHILD AND ADOLESCENT MENTAL HEALTH
PARTNERS PROJECT
FISCAL YEAR 1993-1994 SPECIAL CONTRACT CONDITIONS

2 OUTPATIENT SERVICES

2.1 SERVICE DESCRIPTION

2.1.1 CONTRACTOR agrees to provide Outpatient Services to children and adolescents referred by the Partners Project. Outpatient Services consist of screening and intake; treatment evaluation and planning; treatment services and termination and/or transfer.

2.2 DEFINITIONS

In the context of this agreement, the following definitions apply.

2.2.1 The following services are defined using the same definitions, place of service and reimbursement rates as listed in Medicaid Rehabilitative Services Procedure Codes and Reimbursement Rates for July 1, 1993:

- a) "Mental Health Assessment"
- b) "Individual Therapy"
- c) "Family Therapy"
- d) "Group Therapy"
- e) "Consultation"
- f) "Medication management"
- g) "Intensive Daily Therapeutic Structure and Support for Children and Adolescents"
- h) "Individual Skills Training for Children and Adolescents"
- i) "Physician Individual Therapy"
- j) "Physician Medication Management"

2.2.3 "Crisis Contact and Follow-up" means non-scheduled client contacts of an emergent nature, usually resulting in consultation or therapy services.

2.2.4. "Family Group Therapy" means the planned treatment of a child's or adolescents's mental health problems as identified by a mental health assessment and listed in the client's treatment plan. Family group therapy differs from family therapy, in that it actively involves members of the immediate or extended family or social network of at least three identified clients. The intended outcome from such family group oriented psychotherapeutic services is the management, reduction or resolution of the identified mental health problems of each of the clients, thereby allowing the clients to

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function more independently, competently and developmentally appropriate in daily life."

- 2.2.5 "Hospital Liaison" means a Contractor staff person identified for the purpose of communication with hospital staff in the event of a client's inpatient hospitalization, usually resulting in consultation and/or service planning.
- 2.2.6 "Managed Care Coordinator" means the Partners Project staff person assigned case coordination and service authorization responsibilities for a specific client.
- 2.2.7 "Missed Appointments" means any appointment for which CONTRACTOR is not receive 24 hour notice of cancellation. The Managed Care Coordinator is to be notified within next working day of a missed appointment.
- 2.2.8 "Plan of Care" means the written document that identifies and prioritizes service goals for a specific Partners Project client. The Plan of Care is the authorizing document for services purchased with Partners Project funds. Each Plan of Care is developed and reviewed by the client's Service Planning Team at least every 90 days. Service goals may address, but are not limited to, the client's mental health issues, residential placement and supports and educational placement and supports. The Plan of Care may include, but is not limited to, a mental health treatment plan, an Individual Educational Plan and/or Juvenile Justice probation plan. Additionally, all service goals describe measurable outcome criteria, timelines for completion and identifies persons responsible for each goal.
- 2.2.9 "Service Planning Team" means a team comprised of a Partners Project client's parent and/or guardian, the Managed Care Coordinator, current direct service providers and significant others involved with the client.
- 2.2.10 "Travel Time" means the actual duration of time expended for a Contractor staff person to travel from the Contractor clinic or office to a community based setting for the intent of service provision related to the treatment process of a specific Partners Project client.
- 2.2.11 "Clinical Case Management" means case management or service coordination activities which are provided by a Qualified Mental Health Professional (QMHP) as defined by OAR 309-16-005 (24) on behalf of a specific client but are not provided directly to the client. Case management services focus on brokerage and coordination among service providers and organizations to enhance the effectiveness and activity of the available treatment services to the client. Clinical case management shall be part of a client's written treatment plan.

UNIVERSITY HOSPITAL

2.2.12 "Medical Family Therapy" means therapy services delivered to family members that includes medication management to the identified client.

2.3 PERFORMANCE REQUIREMENTS

2.3.1 CONTRACTOR agrees to conform to OAR 309-32-130 through 309-32-155, "Community Treatment Services," which is being used as the community standard in the absence of an adopted State rule for children. When a new children's community treatment services rule is completed and adopted by the State, it will supersede the Community treatment Services rule used here as a standard for services in this Agreement. CONTRACTOR agrees to conform to OAR 309-16-000 through 309-16-120, "Medicaid Payment for Community Mental Health Services."

2.3.2 COUNTY assures the Partners Project Managed Care Coordinator will transmit to the CONTRACTOR the following documentation regarding the referred child or adolescent: the initial Plan of Care with service authorizations; subsequently every 90-days a Plan of Care and authorizations for services; all evaluation and assessment information as requested and determined relevant.

2.3.3 CONTRACTOR agrees to participate in the service planning for the referred children and adolescents by attending Partners Project Plan of Care meetings and maintaining ongoing contacts with the Managed Care Coordinator.

2.3.4 CONTRACTOR assures that treatment services will be implemented only as developed and pre-authorized in the Partners Project Plan of Care. These services may include, but are not limited to:

- a. Individual, family or group therapy;
- b. Consultation with schools and other agencies involved with the client and family as pre-authorized by the Managed Care Coordinator;
- c. Medication monitoring;
- d. Crisis contacts and crisis follow-up;
- e. Hospital liaison if client is hospitalized.
- f. Other services as developed in the Partners Project Plan of Care and pre-authorized by the Managed Care Coordinator.

2.3.5 CONTRACTOR agrees to notify the Managed Care Coordinator by the next working day of any client appointment canceled with less than 24 hours prior notice.

2.3.6 CONTRACTOR assures that the termination and/or transfer process will be coordinated with the Managed Care Coordinator.

UNIVERSITY HOSPITAL

2.4 SPECIAL REPORTING REQUIREMENTS

2.4.1 CONTRACTOR agrees to submit to the Managed Care Coordinator a copy of each client's initial 60-day treatment plan that includes a DSM III-R, Axis I-V diagnosis and subsequent 90-day reviews within ten (10) working days from the date of the physician review and signature.

2.5 PAYMENT PROCEDURES

2.5.1 CONTRACTOR agrees to bill all third-party or other insurance resources for all allowable services prior to billing the Partners Project.

2.5.2 COUNTY agrees to pay CONTRACTOR reimbursement rates that are fee-for-service and are based on the rates and definitions of scope, frequency and duration of services as identified in the Medicaid Rehabilitative Services Procedure Codes and Reimbursement Rates for July 1, 1993 for services pre-authorized in the Partners Plan of Care:

- a. Mental Health Assessment
- b. Individual Therapy
- c. Family Therapy
- d. RN Medication Management
- e. Consultation
- f. Group Therapy
- g. Intensive Daily Therapeutic Structure and support for children and adolescents
- h. Individual Skills training for children and adolescents
- i. Physician Medication Management
- j. Physician Individual Therapy

2.5.3 COUNTY agrees to pay CONTRACTOR the following rates for services pre-authorized in the Partners Project Plan of Care:

Clinical Case Management	\$70/hour
Medical Family Therapy	\$100/hour
Travel Time	\$70/hour
Family Group Therapy	\$30/hour

Missed Appointments \$35
(When notification was less than 24 hours. The Managed Care Coordinator must be notified by the end of the next working day. Payment for missed appointments will not exceed two (2) appointments per quarter (90 days).

2.5.4 CONTRACTOR agrees to bill all hourly rates per actual time to the nearest quarter hour.

UNIVERSITY HOSPITAL

2.5.5 COUNTY agrees to pay CONTRACTOR at the rates listed above for performance of services provided. Payment shall be based upon the following applicable terms:

- a. Services performed were pre-authorized by the Managed Care Coordinator. For crisis services the Managed Care Coordinator will authorize crisis outpatient services upon notification by the CONTRACTOR within 24 hours of the next working day following the delivery of the crisis services;
- b. For mental health assessments a written report must be received prior to any payment for services;
- c. For mental health services a written initial treatment plan must be received prior to any payment for services;
- d. For continuing services a written quarterly (90 day) report must be received prior to payment.

2.5.6 Payment by the Partners Project is to be considered payment in full for services rendered with no additional cost to parents or legal guardians.

2.5.7 CONTRACTOR agrees to submit monthly billings for services provided, to the Partners Project, by the fifteenth (15) day of the month following the month of service.

The billing invoice must include:

- a) the name of the service recipient;
- b) the dates of service;
- c) the type of service;
- d) the duration of contact;
- e) the location of service;
- f) and applicable charges.

Please submit all invoices to:

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

UNIVERSITY HOSPITAL

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

UNIVERSITY HOSPITAL

MULTNOMAH COUNTY, OREGON

By _____
Agency Board Chairperson Date

By James Edmondson 12/15/93
James Edmondson Date
Program Manager

By _____
Agency Executive Director Date

By Susan Clark 12/15/93
Susan Clark Date
Acting Division Director

By Beverly Stein 1/6/94
Beverly Stein Date
Multnomah County Chair

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By [Signature]
Assistant County Counsel Date
12-20-73

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-4 DATE 1/6/94
DEB BOGSTAD
BOARD CLERK

MEETING DATE: JAN 06 1994

AGENDA NO: C-5

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of Amendment #1 with Portland Public Schools

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 Minutes

DEPARTMENT: _____ **DIVISION:** Mental Health, Youth, and Family Services

CONTACT: Kathy Tinkle **TELEPHONE #:** 248-3691 x6858
BLDG/ROOM #: 160/6

PERSON(S) MAKING PRESENTATION: Susan Clark/Kathy Tinkle

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Ratification of Amendment #1 between the Multnomah County Mental Health, Youth, and Family Services Divisions' Child and Adolescent Mental Health Program and Portland Public Schools effective July 1, 1993 through June 30, 1994. Amendment #1 adds \$22,387.28 to the agreement to pay for services provided by the School District during the 92/93 FY but not billed for until recently.

1/10/94 originals to Kathy Tinkle

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *Susan Clark ms*

BOARD OF
COUNTY COMMISSIONERS
1993 DEC 27 PM 12:39
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK ST., 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 / FAX (503) 248-3379
TDD (503) 248-3598

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

M E M O R A N D U M

TO: Board of County Commissioners

FROM: Susan Clark, Acting Director *slc*
Mental Health, Youth, and Family Services Division

DATE: December 14, 1993

REQUESTED PLACEMENT DATE:

RE: Approval Amendment #1 with Portland Public Schools

I. Action Requested:

Approval of amendment #1 to an Intergovernmental Agreement with Portland Public Schools-Special Education.

II. Background/Analysis:

The current agreement with the school district provides Educational Assistants to Partners Project children who require special assistance at school to allow them to adjust to and remain in the school setting. The school district provided this service during the 92/93 fiscal year also but neglected to bill for final 92/93 services until recently. Since the cutoff date is passed the funding and services must be paid from the 93/94 contract. This amendment allows that.

III. Financial Impact:

Carry-over funds of \$22,387.28 from the 92/93 Partners Project are added to the contract to pay the late billing from the school district. This action brings the net contract total to \$22,387.28 plus the requirements of the contract for the 93/94 fiscal year.

V. Legal Issues:

N/A

V. Controversial Issues:

N/A

VI. Link to Current County Policies:

For many years the County has been involved with and supportive of mental health services for children and adolescents. The continuation of these services should be in line with the newly re-emphasized goals of services for children and families. County General Fund support for this program was restored in the final stages of the FY 93/94 Budget Approval process to retain the current level of services.

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

N/A



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 100344

Amendment # 1

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-5</u> DATE <u>1/6/94</u> <u>DEB BOGSTAD</u> BOARD CLERK</p>
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Department _____ Division MHYFSD Date DEC 1, 1993

Contract Originator _____ Phone _____ Bldg/Room _____

Administrative Contact KATHY TINKLE Phone 248-3691 Bldg/Room 160/6

Description of Contract Amendment #1 increases MHS37 services \$22,387.28 to pay for Partners services provided during the 92/93 fiscal year but not billed for until after the final 92 /93 billing date.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name PORTLAND PUBLIC SCHOOLS-DIRECTOR OF
 Mailing Address 501 N DIXON
PORTLAND OR 97227-1871
 Phone 249-2000
 Employer ID# or SS# 93-6000830
 Effective Date July 1, 1993
 Termination Date June 30, 1994
 Original Contract Amount \$ Requirements
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ 22,387.28
 Total Amount of Agreement \$ 22,387.28+Req.

SPECIAL EDUCATION

Remittance Address _____
 (If Different) _____

Payment Schedule _____ Terms _____

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

REQUIRED SIGNATURES:

Department Manager Susan Clark
 Purchasing Director _____
 (Class II Contracts Only)
 County Counsel [Signature]
 County Chair / Sheriff [Signature]
 Contract Administration _____
 (Class I, Class II Contracts Only)

Encumber: Yes No
 Date 12/15/93
 Date _____
 Date 12-20-93
 Date January 6, 1994
 Date _____

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT \$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	1663			6060				22,387.28	
02.											
03.											

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION CANARY - INITIATOR PINK - FINANCE

MULTNOMAH COUNTY
 MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION
 INTERGOVERNMENTAL AGREEMENT
 AMENDMENT NUMBER 1

DURATION OF AGREEMENT: JULY 1, 1993 TO: JUNE 30, 1994

CONTRACT #: 100344-1

CONTRACTOR NAME: PORTLAND PUBLIC SCHOOLS

TELEPHONE: (503) 249-2000

CONTRACTOR ADDRESS: 501 N. Dixon

I.R.S. NUMBER: 93-6000830

PORTLAND, OREGON 97227-1871

This amendment to the contract for social services is made between the Multnomah County Mental Health, Youth and Family Services Division referred to as the "COUNTY" and Portland Public Schools, referred to as the "CONTRACTOR." It is understood by the parties that all conditions and agreements in the original contract not superseded in this amendment are still in force and apply to this amendment.

COST REIMBURSEMENT

<u>Service Element</u>	<u>Fund Source</u>	<u>Total Annual Maximum Payable</u>	<u>Type of Unit/Slot</u>	<u>Basis of Reimbursement</u>
Special Projects/ Partners Project	MHS 37	Requirements	Hours of Educational Assistance Service	Hourly rate plus benefits for Educational Assistants providing service
Special Projects/ Partners Project	MHS 37	\$22,387.28	Hours of Educational Assistance Service	Hourly rate plus benefits, per FY 92-93 contract

CONTRACT NARRATIVE

This amendment adds \$22,387.28 to pay for services that were delivered in the County fiscal year 1992/93 but will be paid under the current contract due to the fact that they were not billed until October 1993. All billing for services delivered in County fiscal year 1993/94 must be received by July 30, 1994, pursuant to Section XIV, C(3), page 8, of the original IGA.

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

CONTRACTOR:

MULTNOMAH COUNTY, OREGON:

By _____
Agency Board Chairperson Date

Eileen C. Beck 12/8/93
Eileen C. Beck
PARTNERS PROJECT MANAGER Date
By *James Edmondson* 12/8/93
James Edmondson Date
Child and Adolescent Mental Health
Program Manager *James Edmondson* 12/15/93

By _____
Agency Executive Director Date

By *Susan Clark* 12/15/93
Susan Clark Date
Acting Division Director

By *Beverly Stein* 1/6/94
Beverly Stein Date
Multnomah County Chair

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By *Laurence Kressel* 12-20-93
Assistant County Counsel Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-5 DATE 1/6/94
DEB BOGSTAD
BOARD CLERK

MEETING DATE: JAN 06 1994

AGENDA NO: C-6

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Repurchase Contract to former owner.

BOARD BRIEFING: Date Requested: _____.

Amount of Time Needed: _____.

REGULAR MEETING: Date Requested: _____.

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Rich Payne TELEPHONE #: 248-3632

BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Rich Payne

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Request approval of Repurchase Contract 15762 to former owner.

Contract 15762 and Board Orders attached.

On September 2, 1993 Agenda Item R11, Board allowed this repurchase contract.

1/10/94 original contract & copy of order to Ben Scott/Tax Title

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Betsy H. Williams

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 DEC 27 PM 12:36

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Contract 15762)
for the Sale of Certain Real Property) ORDER
to)
BARBARA ALATORRE) 94-1

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and that BARBARA ALATORRE is the former owner thereof and has applied to the county to enter into a contract to repurchase said property for the amount of \$14,856.17, which amount is not less than that required by ORS 275.180; and that it is for the best interest of the county that said application be accepted and that said property be sold to said former owner for said amount;

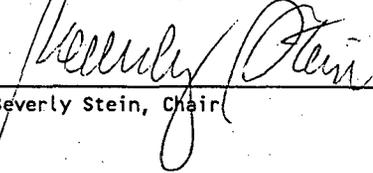
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners enter into a contract with BARBARA ALATORRE for the sale of the following described real property situated in the County of Multnomah, State of Oregon:

EVERGREEN PARK
N 50' OF LOT 7, BLOCK 1

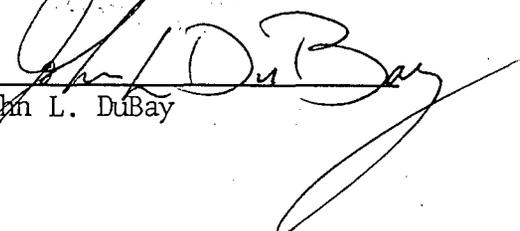
for the sum of \$14,856.17, payable as follows: \$1,486.00 in cash upon the execution of this agreement, and the balance in equal monthly installments of \$143.73 each, over a term of 180 months. Payments to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price accrued at the time of payment of each installment. Each payment to be first applied to interest to the date of payment, the balance to principal. Said contract to contain provisions requiring the purchaser to pay before delinquency all taxes thereafter assessed against said real property and to discharge before delinquency all municipal assessments and liens assessed thereon; to prevent the use of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, 1-14 and 22, or any "nuisance" as defined in ORS 105.555; comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property and prohibit and prevent any act or omission on or about the property that could subject the property of the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

Dated at Portland, Oregon this 6th day of January, 1994.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

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

By 
John L. DuBay



THIS AGREEMENT, made this 6th day of January, 1994 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and BARBARA ALATORRE hereinafter called Purchaser; the County agrees to sell to Purchaser the property hereinafter described for the price and on the terms and conditions set forth below:

EVERGREEN PARK
N 50' OF LOT 7, BLOCK 1

A. Purchase Price.

Purchaser agrees to pay the sum of \$14,856.17, to be paid \$1,486.00 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than \$143.73 over a term of 180 months. Payment to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on January 15, 1994 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchaser shall have the privilege of prepayment without penalty.

B. Terms and Conditions.

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

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

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

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

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

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

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

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

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

C. Default

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

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

D. Tax Notice

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

5352 SE 89TH AVE PORTLAND, OR 97266

E. Assignment

No assignment of this agreement or any interest therein or of any interest in any of the property herein described shall be valid unless it is approved by the County and filed with the County Clerk of Multnomah County. Terms of this agreement may be amended by the County upon assignment.

F. Conveyance of Title

Upon complete performance by Purchaser of all the terms and conditions of this contract, County agrees to convey to Purchaser the title to the aforesaid property by Bargain & Sale Deed. conveyance.

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

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

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By *Beverly Stein*
Beverly Stein, Chair

X *Barbara Alatorre*
BARBARA ALATORRE



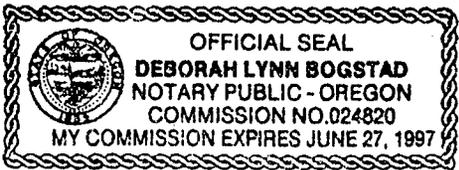
By *Laurence Kressel*
Laurence Kressel, County Counsel
Multnomah County, Oregon

CONTRACT APPROVED:
By *K.A. Juneberg*
Janice Druian, Director
Assessment and Taxation

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 6th day of January, 1994, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



DEBORAH LYNN BOGSTAD
Notary Public for Oregon
My Commission expires: 6/27/97

MEETING DATE: JAN 06 1994

AGENDA NO: C-7

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Repurchase Deed to Former Owner

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Rich Payne TELEPHONE #: 248-3632

BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Rich Payne

ACTION REQUESTED:

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

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

Request approval of Repurchase Deed to former owner.

Deed D940972 and Board Orders attached.

*1/10/94 ORIGINAL DEED & COPY OF
ORDER TO Bev Scott/Tax
Title*

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 DEC 27 PM 12:37

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Betsy Wallia

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

6/93

MEETING DATE: _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of)
Deed D940972 for Certain) ORDER
Tax Acquired Property to) 94-2
GEORGE CHRISTIAN)

It appearing that heretofore Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that GEORGE CHRISTIAN is the former record owner thereof, and has applied to the county to repurchase said property for the amount of \$12,156.33 which amount is not less than that required by Section 275.180 ORS; and that it is for the best interests of the County that said application be accepted and that said property be sold to said former owner for said amount;

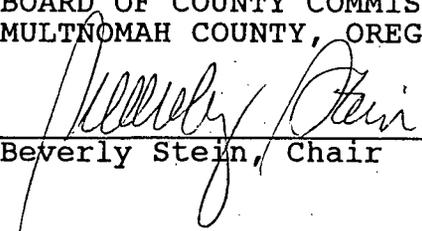
NOW, THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the former owner the following described property situated in the County of Multnomah, State of Oregon:

WOODLAWN
EXC S 40', LOT 4, BLOCK 10; S 50' OF N 60' OF LOT 5, BLOCK 10

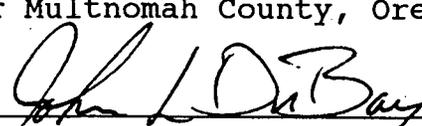
Dated at Portland, Oregon this 6th day of January, 1994.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By 
John L. DuBay

DEED D940972

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to GEORGE CHRISTIAN, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

WOODLAWN

EXC S 40', LOT 4, BLOCK 10; S 50' OF N 60' OF LOT 5, BLOCK 10

The true and actual consideration paid for this transfer, stated in terms of dollars is \$12,156.33.

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

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

6655 NE DURHAM ST
PORTLAND OR 97211

IN WITNESS, WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 6th day of January, 1994, by authority of an Order of said Board of County Commissioners heretofore entered of record.



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

By John L. DuBay
John L. DuBay

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein
Beverly Stein, Chair

DEED APPROVED:
Janice Druian, Director
Assessment & Taxation

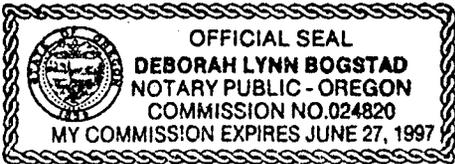
By Kathleen A. Jumborg

After recording, return to Multnomah County Tax Title
166/200/Tax Collections

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 6th day of January, 1994, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



DEBORAH LYNN BOGSTAD
Notary Public for Oregon
My Commission expires: 6/27/97

MEETING DATE: JAN 06 1994

AGENDA NO: C-8

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Contract Purchaser for Completion of Contract.

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Rich Payne TELEPHONE #: 248-3632

BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Rich Payne

ACTION REQUESTED:

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

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

Request approval of deed to contract purchaser for completion of Contract #15275.

Deed D940974 and Board Orders attached.

1/10/94 original Deed and copy of order to Bev Scott/Tax Title

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 DEC 27 PM 12:37

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *Betsy Wallie*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of)
Deed D940974 Upon Complete Performance of) ORDER
a Contract to) 94-3
THE ESTATE OF ROSE CALCAGNO,)
AMBROSE CALCAGNO, JR., PERSONAL REPRESENTATIVE)

It appearing that heretofore on June 27, 1984, Multnomah County entered into a contract with THE ESTATE OF ROSE CALCAGNO, AMBROSE CALCAGNO, JR., PERSONAL REPRESENTATIVE for the sale of the real property hereinafter described; and

That the above contract purchaser has fully performed the terms and conditions of said contract and is now entitled to a deed conveying said property to said purchaser;

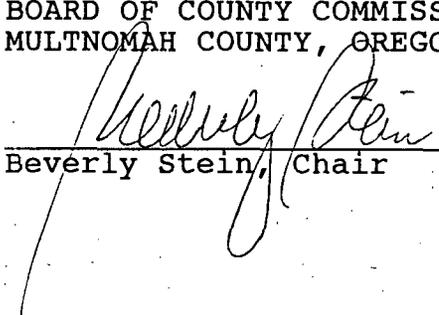
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the county of Multnomah, State of Oregon:

EVELYN PARK
LOTS 10 & 11, BLOCK 3

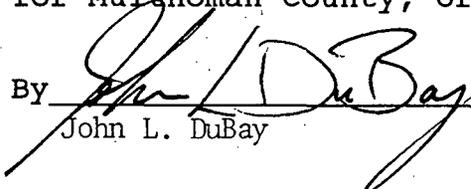
Dated at Portland, Oregon this 6th day of January, 1994.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

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

By 
John L. DuBay

DEED D940974

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to THE ESTATE OF ROSE CALCAGNO, AMBROSE CALCAGNO, JR., PERSONAL REPRESENTATIVE, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

EVELYN PARK
LOTS 10 & 11, BLOCK 3

The true and actual consideration paid for this transfer, stated in terms of dollars is \$8,704.10.

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

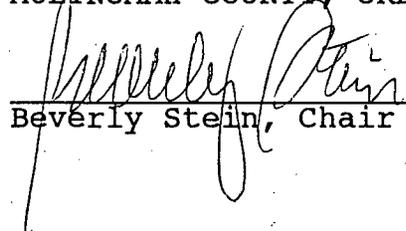
Until a change is requested, all tax statements shall be sent to the following address:

4901 SW FAIRHAVEN DR
PORTLAND OR 97221

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 6th day of January, 1994, by authority of an Order of the Board of County Commissioners heretofore entered of record.

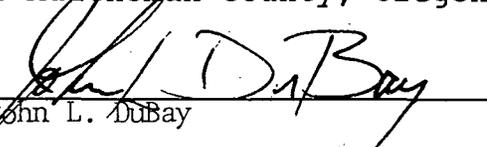


BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By 
John L. DuBay

DEED APPROVED:

Janice Druian, Director
Assessment & Taxation

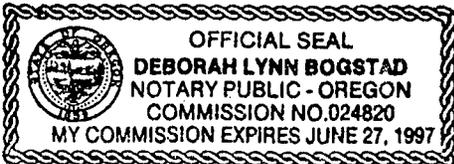
By 

After recording, return to Multnomah County Tax Title, 166/200

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 6th day of January, 1994, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/97

MEETING DATE: JAN 06 1994
AGENDA NO: C-9

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Contract Purchaser for Completion of Contract.

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Rich Payne TELEPHONE #: 248-3632
BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Rich Payne

ACTION REQUESTED:

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

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

Request approval of deed to contract purchaser for completion of Contract #15637.

Deed D940975 and Board Orders attached.

1/10/94 ORIGINAL DEED AND COPY OF ORDER TO BEN SCOTT/TAX TITLE

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 DEC 27 PM 12:37

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *Betsy Wallian*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of)
Deed D940975 Upon Complete Performance of) ORDER
a Contract to) 94-4
JOHN F. HART)
ORA L. HART)

It appearing that heretofore, on December 13, 1991,
Multnomah County entered into a contract with JOHN F. HART and ORA
L. HART for the sale of the real property hereinafter described;
and

That the above contract purchasers have fully performed the
terms and conditions of said contract and are now entitled to a
deed conveying said property to said purchasers;

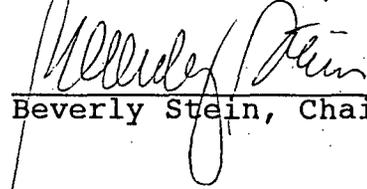
NOW THEREFORE, it is hereby ORDERED that the Chair of the
Multnomah County Board of County Commissioners execute a deed
conveying to the contract purchasers the following described real
property, situated in the county of Multnomah, State of Oregon:

LINCOLN PARK
S 25' OF LOT 3, BLOCK 20

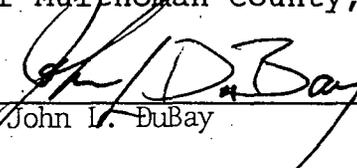
Dated at Portland, Oregon this 6th day of January, 1994.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

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

By 
John L. DuBay

DEED D940975

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to JOHN F. HART and ORA L. HART, Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

LINCOLN PARK
S 25' OF LOT 3, BLOCK 20

The true and actual consideration paid for this transfer, stated in terms of dollars is \$5,082.94.

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

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

3610 NE 6TH AVE
PORTLAND, OR 97212

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 6th day of January, 1994, by authority of an Order of the Board of County Commissioners heretofore entered of record.



REVIEWED
Laurence Kressel, County Counsel
for Multnomah County, Oregon

BY John L. DuBay
John L. DuBay

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein
Beverly Stein, Chair

DEED APPROVED:
Janice Druian, Director
Assessment & Taxation

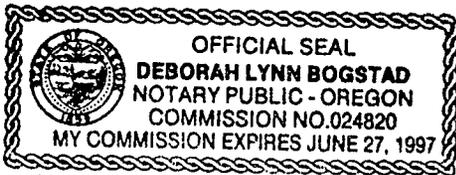
BY Kathleen A. Juneberg

After recording, return to Multnomah County Tax Title (166/200)

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 6th day of January, 1994, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/97

JAN 06 1994

MEETING DATE: _____

AGENDA NO: C-10

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Contract Purchaser for Completion of Contract.

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Rich Payne TELEPHONE #: 248-3632

BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Rich Payne

ACTION REQUESTED:

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

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

Request approval of deed to contract purchaser for completion of Contract #15438.

Deed D940976 and Board Orders attached.

1/10/94 original deed and copy of order to Gen Scott/Tax Title

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 DEC 27 PM 12:36

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *Betsy Willian*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of)
Deed D940976 Upon Complete Performance of) ORDER
a Contract to) 94-5
RUBEN J. VANYI)

It appearing that heretofore on February 24, 1988, Multnomah County entered into a contract with DAN R CARLSON for the sale of the real property hereinafter described; and

That the contract purchaser has fully performed the terms and conditions of said contract and is now entitled to a deed conveying said property to said purchaser;

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

PARKDALE ADD
W 41.5' OF LOTS 7 & 8, BLOCK 7

Dated at Portland, Oregon this 6th day of January, 1994.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein
Beverly Stein, Chair

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

By *John L. DuBay*
John L. DuBay

DEED D940976

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to RUBEN J. VANYI, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

PARKDALE ADD
W 41.5' OF LOTS 7 & 8, BLOCK 7

The true and actual consideration paid for this transfer, stated in terms of dollars is \$5,853.64.

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

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

7011 SE WOODWARD ST
PORTLAND, OR 97009

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 6th day of January, 1994, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein

Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By *John L. DuBay*

John L. DuBay

DEED APPROVED:

Janice Druian, Director
Assessment & Taxation

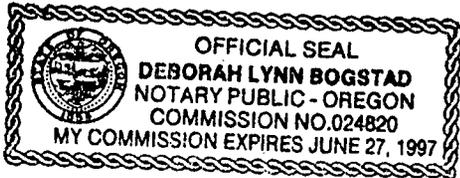
By *Janice Druian*

After recording, return to Multnomah County Tax Title, 166/200

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 6th day of January, 1994, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/97

MEETING DATE: JAN 06 1994 .

AGENDA NO: C-11 .

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Repurchase Deed to Former Owner .

BOARD BRIEFING: Date Requested: _____ .

Amount of Time Needed: _____ .

REGULAR MEETING: Date Requested: _____ .

Amount of Time Needed: 5 minutes .

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation .

CONTACT: Rich Payne TELEPHONE #: 248-3632 .

BLDG/ROOM #: 166/200/Tax Title .

PERSON(S) MAKING PRESENTATION: Rich Payne .

ACTION REQUESTED:

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

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

Request approval of Repurchase Deed to former owner.

Deed D940977 and Board Orders attached.

1/10/94 original deed and copy of order to Ben Scott/Tax Title

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____ .

OR

DEPARTMENT MANAGER: *Betsy H. Wilkin* .

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 DEC 27 PM 12:36

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

MEETING DATE: _____ .

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of)
Deed D940977 for Certain) ORDER
Tax Acquired Property to) 94-6
CHILOS MATHEWS)

It appearing that heretofore Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that CHILOS MATHEWS is the former record owner thereof, and has applied to the county to repurchase said property for the amount of \$8,680.76 which amount is not less than that required by Section 275.180 ORS; and that it is for the best interests of the County that said application be accepted and that said property be sold to said former owner for said amount;

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

WAITS CLOVERDALE ANNEX
EXC PART IN STREET, LOT 9, BLOCK 3
SUBJECT TO CITY LIENS, SEE ATTACHED EXHIBIT A

Dated at Portland, Oregon this 6th day of January, 1994.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein
Beverly Stein, Chair

REVIEWED
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By *John L. DuBay*
John L. DuBay



City of Portland, Oregon
Office of the City Auditor
Assessments and Liens Division
1220 SW Fifth Avenue, Room 202
Portland, Oregon 97204
503-823-4087 FAX: 503-823-4571

August 10, 1993

Larry Baxter, Manager
Multnomah County Tax Title Unit
2505 SE 11th Avenue
Portland, Oregon 97202

RE: Property located at 866 NE Killingsworth Avenue, Portland.

Mr. Baxter:

The Auditor's Office hereby authorizes a waiver of Subsection D(3) of the Intergovernmental Agreement on Foreclosure Sales in order to facilitate the repurchase of property located at 866 NE Killingsworth Avenue, and legally described as Waits Coverdale Annex, Block 3, Lot 9 (Except Part in the Street). Lola C. Mathews will make arrangements with our office to pay the outstanding City liens in installments.

Please feel free to call me at 823-4087 for additional information.

Sincerely,

A handwritten signature in cursive script, appearing to read "Daniel G. Vizzini".

Daniel G. Vizzini
Assessments Manager

cc: Edger Mathews

EXHIBIT A

DEED D940977

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to CHILOS MATHEWS, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

WAITS CLOVERDALE ANNEX
EXC PART IN STREET, LOT 9, BLOCK 3
SUBJECT TO CITY LIENS, SEE ATTACHED EXHIBIT A

The true and actual consideration paid for this transfer, stated in terms of dollars is \$8,680.76.

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

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

22380 S. UPPER HIGHLAND RD
BEAVERCREEK OR 97004-9732

IN WITNESS, WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 6th day of January, 1994, by authority of an Order of said Board of County Commissioners heretofore centered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein
Beverly Stein, Chair

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

By *John L. DuBay*
John L. DuBay

DEED APPROVED:
Janice Druian, Director
Assessment & Taxation

By _____

After recording, return to Multnomah County Tax Title
166/200/Tax Collections



City of Portland, Oregon
Office of the City Auditor
Assessments and Liens Division
1220 SW Fifth Avenue, Room 202
Portland, Oregon 97204
503-823-4087 FAX: 503-823-4571

August 10, 1993

Larry Baxter, Manager
Multnomah County Tax Title Unit
2505 SE 11th Avenue
Portland, Oregon 97202

RE: Property located at 866 NE Killingsworth Avenue, Portland.

Mr. Baxter:

The Auditor's Office hereby authorizes a waiver of Subsection D(3) of the Intergovernmental Agreement on Foreclosure Sales in order to facilitate the repurchase of property located at 866 NE Killingsworth Avenue, and legally described as Waits Coverdale Annex, Block 3, Lot 9 (Except Part in the Street). Lola C. Mathews will make arrangements with our office to pay the outstanding City liens in installments.

Please feel free to call me at 823-4087 for additional information.

Sincerely,

Daniel G. Vizzini
Assessments Manager

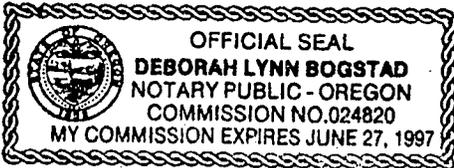
cc: Edger Mathews

EXHIBIT A

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 6th day of January, 1994, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/97

MEETING DATE: January 6, 1994

AGENDA NO: R-1

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Election of a Vice-Presiding Officer for the 1994 Calendar Year

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: January 6, 1994

Amount of Time Needed: 2 minutes

DEPARTMENT: Non-Departmental DIVISION: Chair Beverly Stein

CONTACT: Deb Bogstad TELEPHONE #: 248-3277
BLDG/ROOM #: 106/1510

PERSON(S) MAKING PRESENTATION: Chair Stein, Board

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Election of a Commissioner to the Vice-Chair Position for the 1994 Calendar Year Pursuant to Section 3.60 of the Multnomah County Home Rule Charter and Section 2(A) of Multnomah County Resolution 93-358. (Numerical Commissioner District rotation.)

1993 DEC 29 AM 10 10
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

PLEASE PRINT LEGIBLY!

MEETING DATE

1-6-94

NAME

Kay Dutschki

ADDRESS

2230 SW Caldwell
STREET

Portland
CITY

97219

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R2

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

MEETING DATE: JAN 06 1994

AGENDA NO: R-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Report of Citizens' Steering Committee

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: JAN 6, 1994

Amount of Time Needed: 20 minutes - Time Certain
9:30

DEPARTMENT: CIC DIVISION: _____

CONTACT: J. Legry TELEPHONE #: 248-3450
BLDG/ROOM #: 412/215

PERSON(S) MAKING PRESENTATION: Kay Durtseth, Chair CSC

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Presents Report on Non-Voted Resolutions of 1992 Citizens' Convention with recommendations for BCC action.

No fiscal, personnel or budgetary impact in report, per SC.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: [Signature]

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 DEC 28 PM 2:42

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

Citizen Convention



REPORT ON NON-VOTED RESOLUTIONS

Made To Board of County Commissioners

December 30, 1993

by

Citizens' Steering Committee

Kay Durtschi, Chairperson

on behalf of the delegates of the 1991 Citizens' Convention

FORWARD:

This report contains recommendations to the Board of County Commissioners on the thirty-four (34) non-voted resolutions of the 1992 Citizens' Convention. Due to lack of time, the Convention delegates forwarded these resolutions to the Citizens' Steering Committee (created by Ordinance #757) to work with the Board in completing the assignment of the Citizens' Convention as created by the voters in the May 1992 primary election.

This report is divided into six sections according to recommendation received from the Steering Committee:

- SECTION I - Strongly Recommend;
- SECTION II - Recommend;
- SECTION III - Explore (deserves serious study);
- SECTION IV - Refer (still relevant, but belongs in purview of another jurisdiction);
- SECTION V - Moot (no longer relevant due to changed conditions - work-in-progress, etc.);
- SECTION VI - Impractical (due to financial or legal conditions).

[NOTE: Tax & Assessment #13 - DROPPED - not a resolution].

Administration #1: Committee for Multi-Government Review - is resubmitted as the Number One Recommendation of the Citizens' Convention. Despite the fact that local governments have and continue to speak on a variety of inter-related service issues, neither adequate provision for citizen participation nor opportunity to influence the agenda is forthcoming. The Steering Committee continues to repeat its argument that the greatest number of stakeholders, participating and involved in a free and open forum for the exchange of solutions, planning and implementation of service delivery changes is essential to the long-term health and well-being of the county community. While recognizing the authority of our elected representatives, their election should not disenfranchise or disempower citizens from these critical decision processes. The Steering Committee forcefully recommends that the Committee for Multi-Government Review be seriously and openly considered and that the citizens of Multnomah County be allowed to vote on the matter.

Respectfully submitted,

Citizens' Steering Committee
Kay Durtschi, Chair
(503) 248-3450
2115 S.E. Morrison, #215
Portland, OR 97214



CITIZENS CONVENTION DELEGATES

ABRAMS, MARC
ADAMS, ERNEST
ADAMS, JACK
ADAMS, RUSSELL
ADAMS, SHIRLEY
AINSLIE, TINA
AL-SOFI, JOY
ALBACH, RICHARD B
ALBERTS, PHIL
ANTTILA, MARINA
BAKER, JAMES B
BASILIKO, BILL
BATLY, ANNE
BAUER, LINDA
BEEBE, DOUGLAS D
BEIGHLEY, LUCILLE
BELANGER, MARILIN
BENSON, LORETTA
BIRES, MARIANNE
BLAIR, BEVERLY
BLATT, ALICE
BLENKINSOP, PATTI
BOTKIN, MARY
BOUWNAN, MARK L
BOYLES, MARGRET
BRADY, JEFFREY
BREMER, JAMES
BRIM, GENE
BRODERICK, BARBARA
BROWN, HARLEN D
BRUMMELL, CLYDE
BUHRMASTER, SHARON
BUSCH, TOM
CABLE, LAURENCE J
CACERES, CLYDE J K
APRA-SMITH, RAMONA
CASEY, BILL
CASH, FRED
CAWLEY, DARRELL R
CECOTTI, DEANNA
CLARK, ANITA
CLARK, PAULA
CLARK, ROBERT
COLLIER, KAY L
COLLINS, ARLENE
COLOMBO, PHIL
CONGDON, ROGER D
CONNOLLY,
PRICIILLA
COWLEY, SHARON

CRAIG, LINDA
CROPPER, TOM
CURRENT, THOMAS
CVETKO, MARK
CWIK, LARRY
DECOURCY, PETER
DERLAEMINCK, JOE
DERLAEMINCK, JULIE
DEROUCHY, BILL
DICKMAN, ERIC
DOLL, LORI
DORETY, WILLIAM W
DREYER, PHIL
DUNCAN, JIM
DURTSCHI, KAY
DYSINGER, JANICE
DYSINGER, WILLIAM
EDDY, RODGER
EGLAND, PATRICK
ENRIQUEZ, AGUSTIN
EVANS, HUBERT
EVERS, NEON
FAGERENG, PER
FARRELL, RUSS
FICHTNER, ANN
FISHER, GLORIA
FLOCK, CYNDY
FOXALL, LEIGH ANNA
FRANCESE, ARLEEN
FRANK, CLAIR
FREDRICH, RUTH O
FURMAN, MARC
GARDELLA, PATRICK
GARDNER, DANIEL
GILLILAND, GAIL
GLERUM, NANCY
GLERUM, ROLF
GLYNN, RONALD B
GORDON, DR. JANE
GRAHAM, DOUG
GREENE, BRUCE
GROSVENOR, JOHN
HAMILTON, SHIRLEY
HAMLTON, MEL
HANCOCK, GARY
HARANGI, LASZLO
HARTH, MICHIEL M
HEINSON, DAVID
HERMAN, PAT
HERNDON, CHARLES

HESS, MARK
HICKOX, JOHN
HINKLE, LINDA
HITES, RAYMOND
HOLLAND, JACK B
HOLT, MAVIS
HOWELL, WARREN G
HOWLAND, LAWRENCE
HURST, HOWARD
HURST, LOUISE
HUSS, ROSALIE
HUSS, WALTER
IRWIN, JANET
JACKSON, WILLIAM
JACOB, JON
JAROS, EVERETT
JOHANSEN, JAN
JOHNSON, CONNIE
JONES, CARL
KEATON, LAFAYETTE
KIZE, GREG
KNAPP, FRANK
LARSON, SUE
LAUBER, REBECCA
LEGRY, JOHN
LEITNER, BELDA
LEONETTI, FRED
LEONETTI, SHANNON
LEVY, DICK
LITTLE, DAVID
LOWERY, EARL
LUDLOW, SHARON
MACGILLIVRAY, DON
MAEY, JOANN
MARIHART, EDWARD
MARKS, MARTHA S
MARKS, JOHN
MARTIN, ARTHUR H
MARTIN, CHARLES
MARTIN, PRISCILLA
MARTINEZ, YVONNE
MAXWELL, JUDY
MCCOY, DEANA
MCCOY, MARIA
MCCOY, PAUL
MCFARLING, KEN
MCKINNEY, LINDA
MCMULLEN, MARIE
MCMULLEN, SANDRA
MCSWEENEY, JOE

MENELEY, DOUG
MITCHELL, MICHAEL
MONTGOMERY, WM.
MOTSCHENBACHER,
PETER
MUMA, ANDREA L
NELSON, CLINTON
NETBOY, JANE
NICHOLS, DOROTHY
NICHOLS, JOHN T
NIELSON, KARLA
OGAN, DENNIS
OLSON, LAURIE
OSBORN, HARVEY J
PALMER, BOB
PARTIN, LYNN
PAUSTIAN, JEFF
PFENNING, MYRA K
PHILLIPS, STEVEN
PLOCK, GORDON A
POPPERT, CLAY
PRAGGASTIS, JOHN
RAIES, MELANIE R
RAMSTEN, JEANNE
REESE, MICHEAL
REPP, CONRAD
RICHEY, DENNIS
RIDINGS, JEAN
RIPMA, DAVID
RITTER, ALMON S

ROBISON, JIM
ROSEBERRY, COLLEEN
ROTH, CARL E
SANTOS, ALLISON M
SCHAFFNER, FRANK
SCHIEWE, GLORIA
SCHLATTER, DAVID
SCHLECHTER,
ROBERTA
SEWELL, ELIZABETH
SHANNON, GABRIEL
SHAUGHNESSY, BRUCE
SHERWOOD, RAY
SILMON, KAY
SIMMONS, ANN
SLATEA, KARA L
SMITH, CLIFFORD
SMITH, JAMES
SMITH, ROBERT M
SPAAN, SCOTT
STEIN, MARC K
STERNS, NELLIE
STOLL, NORM
(HANCOCK)
STOLL, NORMAN
STRAND, JOHN
TEBBS, WILLIS L
TESCHNER, BONNIE
THAW, ARTHUR R
TIMM, CHERYLE L

TODEA, GLORIA
TODEA, OLIVIU
TOLLEN, ROBERTA
TROEN, ROGER S
TRUITT, DALE R
TUKUFU, DARRYL S
VENUTO, CHAUNCE
VERHOEVEN, ANN
WALKER, BETTY
WATKINS, FRANK
WEBSTER, TOM
WELCH, DANIEL C
WHILE, DON
WILLIAMS, JIM
WILLIAMS, LINDA
WILLIAMS, LOREN
WILLIAMS, ROBIN
WITKA, CHRISTINE
WOOD, AARON J
WOOD, JON
WOODBURN, BOB
WOODRUFF, LAURA
WOR, SHIRLEY
WORTHINGTON, JIM
WULZEN, TOM
WYATT, ALISON M
WYATT, SANDRA W
WYRICK, ROBYN
YOUNG, ROBERT
ZIMMER, JUDY

STEERING COMMITTEE

BRUCE GREENE, CHAIR
GLORIA SHIEWE, VICE CHAIR
A. E. BRIM, TREASURER

DOUG GRAHAM
CLYDE BRUMMEL
NORMAN STOLL
GALE GILLILAND
DAVID LITTLE

LORETTA BENSON
LAFAYETTE KEATON
PHIL ALBERTS
ALICE BLATT
CHUCK HERNDON

SUB-COMMITTEE CHAIRS

KAY DURTSCHI
MARC ABFAMS
JOHN LEGRY
BOB SMITH
JOY AL-SOFI
CHAUNCE VENUTO
GLORIA TODEA
MEL HAMLTON
KATHLEEN SILMON
JIM DUNCAN
DICK LEVY
THOMAS BUSCH

LAW ENFORCEMENT AND CORRECTIONS
CONVENTION RULES
ADMINISTRATION / LABOR RELATIONS
MENTAL HEALTH
TAXES AND ASSESSMENT
ROADS AND BRIDGES
ELECTIONS
PLANNING AND ZONING
EDUCATION
WATER, SEWER, FIRE AND ENVIRONMENT
HEALTH AND HUMAN SERVICES
PARKS AND RECREATION

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RECOMMENDATION SUMMARY

NON-VOTED CITIZENS' CONVENTION RESOLUTIONS

Final Steering Committee Recommendations

Made to: Board of County Commissioners, Multnomah County, Oregon - December 1993

STRONGLY RECOMMEND:

Administration #1 - Committee on Multi-Government Review. The Steering Committee unanimously re-endorses and strongly recommends the Number One Resolution of the Citizens' Convention be implemented immediately. The citizens of Multnomah County have a right to participate in the planning process which affects their own governance and the future of government services in our county.

Water #1 - Fairview Lake Moratorium.

Water #10 - Integrated Pest Management Policy.

Water #11 - Use of Soy-based Inks.

Water #12 - County Toxic Use Reduction Act.

Tax & Assessment #11 - 50% Rebate on Non-profit Community Garden Property Taxes.

RECOMMEND:

Education/Libraries - School Ombudsman.

Water #8 - Toxic Chemicals Records/Reporting.

Tax & Assessment #18 - Auto Usage Tax.

EXPLORE:

Law Enforcement #2 - Elected Public Safety Council to oversee law enforcement.

Tax & Assessment #2 - \$25,000 Property Tax Exemption.

Water #4 - Plastics Recycling.

Water #5 - Animal Rights/Shelter Reform.

Water #7 - Emergency Ambulance Department/Citizen Medical Advisory Board.

Planning & Zoning #7 - Cultural Zones.

MOOT:

Mental Health - Supports Multnomah County Integrated Human Services/Opposes Tri-county Public Service Corporation.

Tax & Assessment #3 - *Government Consolidation.*

4 - *Government Efficiency.*

5 - *Non-profit Community Development foreclosure Usage.*

6 - *Requires Response to Citizens' Convention.*

7 - *Computation of Unemployment Statistics.*

8 - *Library Service Fees.*

9 - *Fee & Surcharge Elimination.*

10 - *Tax Reform.*

Planning & Zoning #3 - *Government Consolidation.*

Planning & Zoning #5 - *Proscribed Home Activities Listing.*

Planning & Zoning #6 - *Inspection/Permits Reduction.*

IMPRACTICAL DUE TO FINANCIAL OR LEGAL CONSTRAINTS:

Tax & Assessment #12 - *Per Capita Neighborhood Association Funding.*

Tax & Assessment #14 - *Off-set Property Tax for Tree Planting*

15 - *Increase Tri-Met Payroll Tax to Reduce Fares/Lift Ridership.*

16 - *Business Tax/Economic Development Funding Rebate.*

17 - *Equal Tax Initiative.*

REFER:

Water #6 - TO METRO - RECOMMEND - CC: Charles Cieko. *Parks Bond Support.*

Water #9 - TO CITY OF PORTLAND - RECOMMEND - *Long-term Water Conservation Plan.*

Planning & Zoning #8 - TO METRO - EXPLORE - *Limits Urbanization to Existing Urban Growth Boundary; Protects Mt. Hood and Sauvie Island.*

OTHER:

Tax & Assessment #13 - NOT A RESOLUTION - **DROPPED.**

Citizen Convention



SECTION I

STRONGLY RECOMMEND:

Administration #1 - Committee on Multi-Government Review. The Steering Committee unanimously re-endorses and strongly recommends the Number One Resolution of the Citizens' Convention be implemented immediately. The citizens of Multnomah County have a right to participate in the planning process which affects their own governance and the future of government services in our county.

Water #1 - Fairview Lake Moratorium.

Water #10 - Integrated Pest Management Policy.

Water #11 - Use of Soy-based Inks.

Water #12 - County Toxic Use Reduction Act.

Tax & Assessment #11 - 50% Rebate on Non-profit Community Garden Property Taxes.

**RESOLUTION
ADMINISTRATION/LABOR
SUB-COMMITTEE**

WHEREAS the November 21, 1992 Citizens' Convention of Multnomah County was the product of a ballot measure approved by a vote of the people and

WHEREAS many citizens labored many hours to come to the conclusions incorporated in the final report of the Convention and

WHEREAS citizens have the right and responsibility to be directly involved in their own goverance

THEREFORE BE IT RESOLVED that there be created a committee of citizens to carry forward the recommendations of the Citizens' Convention in accordance with the attached proposal.

STRONGLY RECOMMEND

**AN ORDINANCE CREATING
THE COMMITTEE ON GOVERNMENT REVIEW**

1
2
3
4
5 **Task.** The task of the Committee on Multi-Government Review (known hereafter as the
6 Committee) shall be to review, facilitate, coordinate and affect/effect change in local
7 government services which will produce cost savings to the tax payer, improve service
8 delivery, protect individual rights, enhance public safety, health, welfare and the livability
9 of the community.

10
11 As appropriate, the Committee recommendation shall be placed before the voters by the
12 most expeditious process after opportunity for review by any affected municipalities and
13 jurisdictions.

14
15 **Time line.** Preliminary proposals from the Committee on Multi-Government Review
16 should be circulated within two years of the date of its first meeting. These proposals
17 should receive broad public review for the purpose of revising, amending and/or
18 augmenting the Committee's recommendation. The Committee shall have one additional
19 year to refine its recommendation during which time it will continue to seek public
20 comment. By the end of the third year from the date of the Committee's first meeting, and
21 through the most expeditious and appropriate process, the recommendation of the
22 Committee shall be sent to the voters for their approval. If the Committee is unable to
23 meet this time line, they may, with the approval of a majority of the affected governments
24 be granted an extension for an amount of time that seems appropriate to the task which
25 remains to be accomplished (cause for such extension may include failure of a particular
26 government to respond to the Committee process).
27
28

1 The Committee recommendation may be submitted to the voters in whole or in part,
2 according to a format which the Committee deems appropriate but shall be submitted for
3 ratification at the next scheduled election after the recommendation is approved by the
4 Committee.

5
6 After the recommendation is sent to the voters and approved or rejected, the Committee
7 shall be dissolved and the Secretary/Treasurer shall be responsible for returning any
8 unspent funds to contributors on the same pro rated basis as they were collected. Any
9 disputes over amounts shall be determined by binding arbitration and paid for by parties
10 to the dispute, excluding the Committee or any of its members.

11
12 **Governance.** Any and all duties not here assigned to the officers of the Committee shall be
13 the work of the Committee.

14
15 **COMMITTEE COMPOSITION**

16
17 Membership of the Committee shall be: a) the Chair or designated member of the Citizen's
18 Steering Committee; b) the Mayor of Portland or designated City Commissioner; c) the
19 Mayor of Gresham or designated City Councilor; d) one representative selected by each of
20 the city governments of Troutdale, Wood Village, Fairview and Maywood Park; e) the
21 Chair of Multnomah County or a designated County Commissioner; f) one representative
22 from the Business community appointed jointly by the Chambers of Commerce in
23 Multnomah County; g) one representative from Labor appointed by the Northwest Labor
24 Council; h) two citizens at-large appointed by the Citizen Involvement Committee of
25 Multnomah County; i) one citizen representative of the League of Women voters, appointed
26 jointly by the chapters in Multnomah County; j) one representative appointed by
27 Ecumenical Ministries; k) one representative non-elected Democrat; l) one representative
28

1 non-elected Republican; m) one representative non-elected United-We-Stand ["non-elected"
2 is defined by ORS 249.002(8)]. The Committee shall be composed of fourteen members,
3 each of whom shall be a resident of Multnomah County.

4
5 **OFFICERS OF THE COMMITTEE**

6
7 The Chair, Vice-Chair and Secretary/Treasurer of the Committee shall be elected by a
8 majority of the Committee members no later than the third meeting of the Committee. The
9 Chair of the Citizens' Steering Committee shall act as temporary Chair until the election
10 of a permanent Chair. No elected government official or designee may serve as Chair or
11 Vice-Chair of the Committee.

12
13 **DUTIES OF THE CHAIR**

14
15 The Chair shall be responsible for: calling regular or emergency meetings of the full
16 Committee; setting the agenda, time and place of meetings; creating, appointing and/or
17 abolishing sub-committees that are either permanent or temporary, as may be necessary;
18 managing staff and the office of the Committee, including the power to hire and fire
19 employees, contractors, and to select the work site of the Committee; presiding at meetings
20 of the Committee; providing timely notice of meeting in accordance with the Oregon Public
21 Meeting Law; interfacing with the media; replacing vacancies of the Committee by notifying
22 the appropriate appointing body or bodies of the vacancy and facilitating a timely
23 reappointment so that the work of the Committee is not impeded. To facilitate
24 communication, the Chair of the Committee may serve as ex-officio member of any sub-
25 committee created and shall be responsible for mediating disputes that occur during the
26 Committee's work. The permanent Chair may delegate authority at the Chair's discretion.
27
28

1 **DUTIES OF THE VICE-CHAIR**

2
3 The Vice-Chair shall fulfill all the duties of the Chair during the Chair's absence or in case
4 the Chair is incapacitated. In case of a permanent vacancy, the Vice-Chair shall serve as
5 Chair.

6
7 **DUTIES OF THE SECRETARY/TREASURER**

8
9 The Secretary/Treasurer shall be responsible for keeping the minutes of meetings of the
10 Committee or may delegate the task to staff retaining the responsibility for accuracy of
11 those minutes; shall be charged with oversight of the Committee's budget, making financial
12 recommendations to the Committee and ensuring that the financial practices of the
13 Committee are in accordance with the requirements of the law; shall make quarterly
14 reports to the Committee and assist the chair in the development of the annual budget to
15 be submitted to the appropriate jurisdictions for funding.

16
17 **DUTIES OF THE COMMITTEE**

18
19 **Attendance.** Any member who is absent more than three consecutive meetings may be
20 removed from the Committee by a majority vote of the members at a regularly scheduled
21 session. The member must be notified, in a timely manner, that action is pending to allow
22 for show of cause.

23
24 **Quorum.** A majority of the Committee shall constitute a quorum for the transaction of
25 business. The Committee shall act only with the affirmative concurrence of a majority of
26 its members present at a meeting.
27
28

1 **Meetings.** The Committee shall adopt *Robert's Rules of Order* for the conduct of its
2 meetings. The first meeting of the Committee shall be held within sixty days of certification
3 of the election authorizing creation of the Committee on Government Review.

4
5 **Minutes** of meetings of the Committee shall be kept and accessible to the public upon
6 request. Fees may be levied to cover the cost of such requests.

7
8 **Public Notice** of the time and place of the meetings shall be at least 72 hours preceding the
9 meeting for regular meetings and at least 24 hours preceding the meeting in case of a
10 special meeting. Public notice shall mean the posting of information about the meeting in
11 a conspicuous place in the Multnomah County courthouse and at a place designated by the
12 governing bodies of each of the cities that reside in Multnomah County.

13
14 **A Special Meeting** of the Committee that is not called by the Chair may be called by a
15 majority of Committee members providing that all members of the Committee are given
16 timely notice.

17
18 The Committee may take action on an item not on the agenda if it is deemed an emergency
19 by a majority of those present at a regular or special meeting. However, no action taken
20 at a special meeting becomes the rule of the Committee until it is ratified by a vote of the
21 majority at the next regularly scheduled meeting.

22
23 **Finances.** The Committee shall be responsible for approving the annual budget.

24
25 The Committee may solicit private and public funding.

26
27 The Committee shall approve all unbudgeted expenditures over \$100. With prior notice
28

1 | to the Secretary/Treasurer, the Committee may ask for a review of the financial records
2 | at any regularly scheduled meeting and shall make financial records available to the public
3 | upon request for a fee to cover such costs.

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STRONGLY RECOMMEND

RESOLUTION #1
WATER, SEWER, ENVIRONMENTAL SERVICES
AND FIRE COMMITTEE

Whereas, Multnomah County passed ordinance number 234 revising the Columbia Community Plan to designate the Fairview Lake area as a SIGNIFICANT ENVIRONMENTAL CONCERN;

Whereas, Ordinance number 234 incorporates measures to resolve development conflicts with wildlife, waterfowl and fish habitat; and

Whereas, the U.S. Dept. of the Interior National Wetlands Inventory map of 1988 designates areas along the EAST, SOUTH, and WEST shores of Fairview Lake as wetlands within the Ordinance 234 Significant Environmental Concern Zone; and

Whereas, the State of Oregon is responsible for protecting and enhancing the quality of Oregon's waters; and

Whereas, Oregon State agencies need to provide input and guidance to the City of Fairview Goal 5 evaluation process; and

Whereas, a State of Oregon agency has in the recent past communicated concerns to the City of Fairview regarding ongoing and potential development in the Fairview Lake watershed; and

Whereas, continued development in the Fairview Lake Watershed without specific provisions for control and treatment of storm water runoff, and other pollutant sources will exacerbate an already serious water quality problem; and

Whereas, resource management agencies are concerned about the entire watershed area surrounding and upstream (as well as downstream to the Columbia Slough) of the Fairview Lake due to continued and accelerated groundwater contamination; and

Whereas, there is currently a very large groundwater contamination plume threatening the majority of the drinking water wells in this area; and

Whereas, there is a lack of any confining geological units in the vicinity of Fairview Lake, making this area even more vulnerable to ongoing groundwater contamination; and

Whereas, there is great concern about the continued loss of wetlands and natural habitat for waterfowl and fish, as well as pond turtles in the entire Columbia South Shore and particularly in the Fairview Lake Watershed; and

Whereas, the undeveloped areas in the upper Columbia Slough in the area of Fairview Lake are some of the last remaining high quality natural areas and habitat corridors remaining in East Multnomah County; and

Whereas, wetlands and undeveloped natural areas not only constitute important wildlife refuges, but are also important in maintenance of water quality; and

Whereas, wetlands and undeveloped natural areas provide recharge improvement functions as well as buffer surface and groundwater from pollutant sources; and

Whereas, utilizing these wetland and natural areas for residential and industrial development will predictably worsen and already serious pollution problem; and

Whereas, such development will also eliminate a substantial

portion of the remaining natural areas in East Multnomah County;

Whereas, resource management agencies estimate that 90% of historic wetlands and other natural areas have already been eliminated from the Columbia South Shore environment; and

Whereas, a thorough analysis of potential impacts to ground and surface waters, current and protected residential and industrial development in this watershed; particularly in the vicinity of Fairview Lake, needs to be evaluated by all involved agencies; and

Whereas, the potential impacts of expansion of the surrounding transportation network should be investigated; and

Whereas, this recommended analysis should recognize and focus upon the fact that the Columbia Slough is a "water quality limited" body of water; and

Whereas, Fairview Creek, Osborn Creek, nearby springs and Fairview Lake form the headwaters for the polluted Columbia Slough; and

Whereas, drinking water wells in the vicinity of Fairview Lake are and will continue to be extremely susceptible to the groundwater contamination from surface water pollutant sources;

Whereas, it is essential that a comprehensive study of the probable effects of land use changes and development on surface and groundwater be undertaken prior to the approval of any land use changes or development proposals; and

Whereas, the analysis should also include the wildlife impacts and resource management ramifications of land use, zoning, and annexation alternatives; and

Whereas, there is now a serious lack of coordinated leadership in working to solve these regional problems; and

Whereas, there is a serious lack of governmental enforcement to protect the quality of water both surface and groundwater, even in our current crisis situation; and

Whereas, the City of Portland's back-up water supply is currently threatened by this same groundwater contamination plume; and

Whereas, there is strong evidence to suggest the presence of a fault zone 600 meters wide in the contaminated plume area, underneath the west end of Blue and Fairview lakes; and

Therefore, be it resolved by the Citizens Convention, that we the citizens of Multnomah County present this mandate;

To take the necessary steps, in cooperation and coordination with the proper Federal, State and County agencies, as well as the surrounding jurisdictions of Fairview, Gresham, and Portland, to protect and preserve by way of condemnation, acquisition, legislation and/or ordinance to place a moratorium upon the land so designated as "significant environmental concern" by Multnomah County ordinance 234 until such time as all concerned agencies and citizen groups complete their gathering of data; come together for a Fairview Lake summit meeting and resolve this extremely serious regional problem.

STRONGLY RECOMMEND

RESOLUTION #10
WATER, SEWER, ENVIRONMENTAL SERVICES
AND FIRE SUBCOMMITTEE

IPM, is a systemd of pest control which involves studying each pest problem closely, looking at all available effective, exonomically feasible alternatives for controlling pests, and choosing the least hazardous of these.

Whereas, the State of Oregon and Portland Parks have both adopted such policies, as has the City of Eugene (for roadsides and in city schools). While the State has adopted this policy via SB262, apparently the County is not required to comply because it is not considered a State agency.

Resolved that, like the State of Oregon and the City of Portland, Multnomah County shall instiitute and integrated Pest Management ploicy for controlling pests in County bulildings, along roadsides, and on County grounds.

Additionally, the County should provide education to its citizens, or references to appropriate agencies which can educate the citizenry on the importance of alternative pest control methods on their properties.

Both pesticide dealers and applicators (list of whom are on file with the Dept. of Agriculture) should be educated regarding pesticide alternatives, within the framework of an IPM policy. The County shall require that licensed applicators and dealers shall report on all pesticides they use within the County.

RESOLUTION #11
WATER, SEWER, ENVIRONMENTAL SERVICES
AND FIRE. SUBCOMMITTEE

STRONGLY RECOMMEND

Whereas, the State of Oregon requires counties to implement the State of Oregon recycling policy;

Whereas, Multnomah County currently prints many documents using petroleum based inks made from non renewable resources;

Whereas, petroleum based inks are not biodegradable;

Whereas, petroleum based inks emit volatile organic compounds during the manufacturing and printing process;

Whereas, workers are exposed to increased health risks from the solvents used in the petroleum in printing process;

Whereas, use of soy based inks are availabel for printing;

Whereas, paper printed with soy based inks is easier to recycle than paper printed with petroleum based inks;

Now, therefore, we the Citizens of Multnomah County request that the Board of Multnomah County Commissioners take the necessary steps, in cooperation and coordination with Federal and state governments, City of Portland and Gresham, and other municipalities, to legislate and provide ordinances and rules to change the County purchasing policy to require use of soy based inks in printed documents wherever possible.

RESOLUTION #12
WATER, SEWER, ENVIRONMENTAL SERVICES
AND FIRE SUBCOMMITTEE

STRONGLY RECOMMEND

Whereas, the State of Oregon currently has enacted the Toxic Use Reduction Act, which requires companies using large amounts of toxic chemicals to analyze that use and to develop detailed plans for the reduction of that use;

Whereas, The State Toxic Use reduction act currently applies to approximately 300 large companies statewide;

Whereas, Toxic use reduction, is defined as changes in production processes or products so as to reduce the use of toxic chemicals and the generation of hazardous by products;

Therefore, be it is in the best interests of the citizens of Multnomah County to limit and to reduce, whenever possible, the use of toxic chemicals and the generation of hazardous by products.

Therefore, be it resolved that we the citizens of Multnomah County, present this mandate to the Board of Commissioners;

That the state Toxic Use Reduction Act be adapted for use at the County level, and should apply equally to all persons and entities which reside or do business within the County. Furthermore, this adaption of the act should include the provisions regarding public accountability. The requirements of this act would apply to Multnomah County government, which should lead the way -- the clarity of its record keeping. All information reported or gathered as a consequence of this act should be easily accessible to all residents of the County and should be readily available through County agencies and in public buildings.

RESOLUTION #11
TAX AND ASSESSMENT SUBCOMMITTEE

STRONGLY RECOMMEND

Whereas, community gardens are good use of vacant land which provides needed recreational opportunities to Multnomah County citizens living nearby;

Whereas, community gardens provide people with the opportunity to grow their own food on land that would otherwise be un-used;

Whereas, property owners will be encouraged to allow their property to be used for community gardens;

Be it resolved by the Multnomah County Citizens Convention, the we the Taxation and Assessment sub-committee recommend that the Multnomah County Commissioners allow for payment of a 50% property tax rebate each year on property that is maintained and used as a public community garden subject to the following guidelines;

1) The property will be managed by a non profit organization and be open for public use.

2) The property owner will not charge for this use of property.

3) The property must be at least 8000 square feet and no larger than one acre.

4) The property must be zoned R-5 or at a higher density use.

5) No other community gardens receiving such a tax rebate may be within 1000 feet.

6) No more than one acre of such tax rebated property may be approved each year or no more than ten acres created at any one.

7) The tax reduced property will be inspected in the summer of each year; and

8) Such a rebate will not last longer than 10 consecutive

Citizen Convention



SECTION II

RECOMMEND:

Education/Libraries - School Ombudsman.

Water #8 - Toxic Chemicals Records/Reporting.

Tax & Assessment #18 - Auto Usage Tax.

RESOLUTION
EDUCATION AND LIBRARIES SUBCOMMITTEE

RECOMMEND

Be it resolved that Multnomah County shall establish a school ombudsman program with at least one full time employee to provide all interested parties a forum to present issues about their school. All comments would be investigated, resolved when possible, or presented to the appropriate school board. This employee would be independent of all school systems but could work with volunteers in each school. We believe grant funding could be found to cover all related costs.

RESOLUTION #8
WATER, SEWER, ENVIRONMENTAL SERVICES
AND FIRE COMMITTEE

RECOMMEND

Whereas, More than 75% of Oregonians depend upon ground water for all or part of their drinking water supplies;

Whereas, groundwater is increasingly at risk of contamination from pesticides, as well as from other agricultural and industrial chemicals;

Whereas, both state and federal agencies have warned the City of Portland to limit the use of backup wells because of nearby groundwater contamination;

Whereas, The limitation on the usage of those backup wells has proved to be a problem during periods of water shortage;

Whereas, The Dept. of Environmental Quality has found statewide, at least 36 hazardous waste sites, and 15 of those sites are located within Multnomah County;

Whereas, citizens should have the right to know what chemicals are being used in their communities;

Whereas, This right to know can be satisfied by a simple one page report from the user which describes what was used, where it was used, and how much was used;

Therefore, be it resolved, that we, the citizens of Multnomah County, present this mandate to the Board of Commissioners;

To take the necessary steps, by legislation or ordinance, to mandate the reporting by all users of pesticides, other agricultural chemicals, or industrial chemicals including, but not limited to, trichloroethylene (TCE); aldicarb ('temilk') tetrachloroethylene (PCE), atrazine; 1,1 dichloroethylene (1,1 DCE); nitrates; 1, 1, 1 trichloroethane (TCA); and/or dacthal (DCPA). This reporting requirement would apply to Multnomah County government, which should lead the way in the clarity of its record keeping. All information reported as a consequence of this ordinance should be easily accessible to all residents of the County, and should be readily available through County agencies and in public buildings.

RESOLUTION #18
TAX AND ASSESSMENT SUBCOMMITTEE

RECOMMEND

Whereas, the excessive use of the automobile causes a variety of adverse impacts including 1) noise pollution 2) air pollution 3) traffic congestion 4) excessive use of land for streets and parking 5) accidents 6) illegal use of the automobile 7) unsafe and unpleasant street environments for pedestrians, etc.

Whereas, more balanced usage of the different modes of transportation would generally improve the livability of the urban environment in Portland (this means using automobiles less and buses, light rail, bicycles, and walking more).

Whereas, automobile users do not pay the full costs of the use of their vehicles.

Be it resolved by the Multnomah County Citizens Convention, that we suggest that Multnomah County Commissioners tax the adverse impacts of automobile usage in order to enhance and improve the alternative modes of transportation so that we have a more balanced transportation system and a more livable environment.



Citizen Convention

SECTION III

EXPLORE:

Law Enforcement #2 - Elected Public Safety Council to oversee law enforcement.

Tax & Assessment #2 - \$25,000 Property Tax Exemption.

Water #4 - Plastics Recycling.

Water #5 - Animal Rights/Shelter Reform.

Water #7 - Emergency Ambulance Department/Citizen Medical Advisory Board.

Planning & Zoning #7 - Cultural Zones.

RESOLUTION #2
LAW ENFORCEMENT AND CORRECTIONS COMMITTEE

EXPLORE

Whereas, the citizens of Multnomah County believe that public safety is a fundamental right.

Whereas, the citizens feel that those involved in public safety decision making should have public safety as their highest priority.

Whereas, the citizens believe that public safety is not the highest priority of those that are currently in decision making roles.

Now therefore, be it resolved: That the citizens of Multnomah county will receive enhanced public safety by the formation of an elected Public Safety Council to oversee all law enforcement agencies in the County.

Be it further resolved: That the following will be the characteristics of the Public Safety Council.

1) The Council will consist of elected representatives from each of the existing jurisdictions. Including: Portland, Gresham, Troutdale, Fairview, Wood village, Maywood Park, and unincorporated areas. That the number of representatives allowed per jurisdiction will be decided by population.

2) that this council assumes all public safety budgetary and policy making discretion for all of Multnomah County.

3) That this Council is charged with the responsibility to:

-Assure that all citizens of Multnomah County have equal access to all public safety resources.

-Disburse funds to each law enforcement agency within the County.

- Review procedures established by each agency to determine the efficiency and effectiveness of those procedures.

-Evaluate all potential means of reducing redundant efforts and services being carried out by each of the law enforcement agencies.

RESOLUTION #2
TAXES AND ASSESSMENT SUBCOMMITTEE

EXPLORE

Whereas, the property tax as it is currently levied is regressive and unfair;

Whereas, the property tax on the improvements to land is much less fair than the tax on the land itself;

Whereas, a lower tax on property improvements will improve business;

Whereas, a lower tax on property improvements will tend to decrease urban sprawl and inner city slums;

Whereas, a lower tax on property improvements will tend to keep housing more affordable;

Whereas, by instituting an exemption on land improvements (buildings), property owners that are least able to pay property taxes would be helped;

Be it resolved by the Multnomah County Citizens Convention, that we, the Taxation and Assessments sub-committee, recommend the County of Multnomah, institute a property tax exemption of the first \$25,000. of value on each piece of property within Multnomah County. The cost of providing this exemption would be made up by increasing the amount of tax on the land value equally spread across the County.

EXPLORE

RESOLUTION #4
WATER, SEWER, ENVIRONMENTAL SERVICES
AND FIRE COMMITTEE

Whereas, the Stat of Oregon requires counties to implement the State of Oregon recycling policy;

Whereas, the recycling policy requires the counties to set internal purchasing goals and preferences for products made from post-consumer recycled materials, particularly plastics;

Whereas, many plastics currently labeled with one of the seven plastic recycling codes as recyclable, are not actually recycled due to inadequacies in the collection process;

Whereas, currently no mechanism exists for Multnomah County citizens to recycle many recyclable plastics;

Now therefore: We the citizens of Multnomah County request that the board of Multnomah County Commissioners take the necessary steps, in cooperation and coordination with Federal and State governments, City of Portland, City of Gresham and other municipalities, to legislate and provide ordinances and rules to develop a mechanism whereby citizens of Multnomah County can recycle any plastics designated with any of the seven plastic recycling codes and provide education to the citizens regarding the codes and mechanism. Furthermore the county shall take steps to encourage business and activities that support and foster plastic recycling efforts.

RESOLUTION #5
WATER, SEWER, ENVIRONMENTAL SERVICES
AND FIRE COMMITTEE

EXPLORE

Whereas, 18 million precious lives are lost each year in animal "shelters" in the U.S and Multnomah County is party to this killing with no end in sight after more than a century of effort; and

Whereas, Multnomah County's animal "shelters" have no plans to conclude this killing; and

Whereas, after 100 years the average citizen still has little understanding of the magnitude of companion animal overpopulation with its attendant 'solution'; and

Whereas, animals don't have the luxury of hiding from the truth through euphemisms and subtle messages such as "put to sleep"; and

Whereas, these shelters have neglected to develop creative approaches to penetrate public indifference; and

Whereas, it is imperative that animal "shelters" stop simply mastering the "science" of humane killing, and instead develop innovative programs to END THE KILLING, now therefore;

Be it resolved by the Citizens of this County, that the Multnomah County Commissioners:

Take the necessary steps to change the name and therefore the thrust of the Multnomah County Animal Control to Multnomah County Animal Care and then reassign it to the Dept. of Justice Services, in order to insure impartial judgments.

Add the phrase "Respond to concerns and complaints from

citizens about animal abuses and neglect." to the Justice Services list of duties.

Consider and adopt various methods of controlling commercial, deliberate, and thoughtless breeders, by fines, taxes, and education, etc.

Set up at least five strategically located animal clinics to do free and/or sliding scale spaying and neutering and other emergency treatments during weekdays, possibly using some fifth year veterinary college students who have opted to do an extra year in actual clinical settings rather than participate in artificially inducing injuries on healthy animals.

Open satellite "show rooms" to introduce animals in need of placement in a positive setting rather than the cold, uninviting, and relatively inaccessible situations now used for this failed "marketing".

Require the County shelter and humane organizations who do killing to prominently post their true adoption figures for those who bring animals for help in placement; the goal of course being that we shall shortly reach 100%.

Lower the standard for adoptive situations knowing there are no guarantees any of us will always have "ideal" lives. Only the most desperately ill or injured should be considered for euthanasia.

Begin to see that each animal has identification holders or inscribed tags that would allow citizens to be part of the reuniting of animals with their caregivers. Expand the lost and found computer system to more comprehensive modes and employ more television and print exposure in this endeavor.

Therefore, we request that a task force be formed by the County to act on this resolution.

EXPLORE

Resolution #7 of the Water, Sewer, Environmental Services and Fire Committee providing additional clarifying language and including new recommendations.

Whereas, Oregon Statutes place the responsibility of efficient and effective ambulance service with each and every county and requires a plan for such service be written; and

Whereas, Multnomah County has failed to develop such a plan for efficient and effective ambulance service within the County; and

Whereas, approximately 37,000 citizens each year call for emergency medical services annually within Multnomah County with approximately 27,000 of these persons then transported by ambulance each year. Currently, ambulance charges are unregulated and transport bills which are \$700. or more are not unusual; and

Whereas, many of these persons are elderly, suffer from chronic diseases or need emergency care because of accidental injury where informed judgements on emergency care and price comparison are impossible; and

Whereas, no other city the size of Portland or county the size of Multnomah in the 13 western states places so low a priority on emergency medical services, regulation and supervision; NOW THEREFORE:

BE IT RESOLVED BY THE CITIZENS OF MULTNOMAH COUNTY THAT THE MULTNOMAH COUNTY COMMISSIONERS SHALL;

- Establish a Emergency Ambulance Department, independent and outside of the Health Division, which reports directly to the Chair of the County.
- Adopt and implement the Paramedic Alliance proposal for a single physician supervisor for ambulance service within the county.
- Establish a plan containing uniform standards for service, supervision of paramedics, and quality assurance for ambulance operations required by Oregon Statute under the design of the Physician Supervisor, and franchise a single uniform provider, either public or private, for emergency ambulance service within the County.
- Establish a citizen Medical Advisory Board of physicians, paramedics and nurses to provide a public advisory role on patient care and establish a citizen Rate Regulatory Board of accountants, citizens and medical professionals for the supervision of appropriate billing rates for ambulance service.

RESOLUTION #7
PLANNING AND ZONING SUBCOMMITTEE

Whereas, city and county governments are trying to encourage the arts, under fiscal restraints that restrict awards of grants without the wrath of the taxpayers; and

Whereas, support for particular works of art also come under fire from political groups that don't share the artists' message; and

Whereas, artists need affordable studio and gallery/performance space,

Be it resolved that the city of Portland and Multnomah County consider creating a cultural zoning, applicable to studios, galleries and performing spaces. Cultural zoning could be clustered in certain neighborhoods and/or scattered throughout the area. Property owners would get a reduced property tax, which would tend to lower the rents to the artists. To prevent business people from taking advantage of the cultural zoning, the property tax would be replaced with an income tax.



Citizen Convention

SECTION IV

REFER:

Water #6 - TO METRO - RECOMMEND - CC: Charles Ciekó. *Parks Bond Support.*

Water #9 - TO CITY OF PORTLAND - RECOMMEND - *Long-term Water Conservation Plan.*

Planning & Zoning #8 - TO METRO - EXPLORE - *Limits Urbanization to Existing Urban Growth Boundary; Protects Mt. Hood and Sauvie Island.*

REFER TO METRO - RECOMMEND

RESOLUTION #6
WATER, SEWER, ENVIRONMENTAL SERVICES
AND FIRE COMMITTEE

Whereas, Multnomah County park system recreational facilities enhance the general environment in the County and enable citizens of the County to enjoy the natural habitat in the local area; and

Whereas, those facilities generate nearly 75 percent of needed operation and maintenance revenues from user fees; and

Whereas, opportunities exist for Multnomah County park system to construct additional recreational facilities (as referenced in Policy #3, Item E, of the Multnomah County Natural Areas Protection and Management Plan); and

Whereas, the acquisition fund established under County ordinance # 90-57 may not provide adequate capital to construct and operate such additional facilities; and

Whereas, it is probable that if such additional facilities were constructed or acquired, the user fees from such facilities would provide revenues to offset operating costs; and

Whereas, the above mentioned additional park facilities could be financed by the issuance of County bonds (payable solely from the revenues generated from attendant user fees); and

Whereas, the reliance upon County bonds instead of taxes would benefit the citizens and create an entity of added investment value;

Now therefore, be it hereby resolved by the Citizens Convention:

1) The County Board of Commissioners shall explore with competent financial advisors whether County bonds could be issued under the following terms and conditions:

a) Identify a particular additional park facility such as a golf course or other recreational facility;

b) Offer County project bonds to investors;

c) Designate user fee revenues collected from citizen use of the facility, to: first, operate and maintain the facility, and second, make principal and interest payments on such bonds.

d) When all bonded indebtedness from construction of the facility has been amortized, the facility will belong to the County free of all indebtedness.

All user fee revenues beyond the amounts required to operate and maintain the facility will be made available to the County parks department.

These revenues will be used to fund County parks facilities which do not generate sufficient revenues from user fees to pay for their operation.

2) If legal and financial advisors determine that the County lacks the authority to issue such bonds by vote of the County Commissioners, County officials shall pursue legislation at the appropriate governmental level, to allow the County to issue such bonds.

3) If the County is advised that it has the authority to issue such bonds, but that such bonds are not marketable, the County shall seek legislative assistance from the State of Oregon to provide whatever financial enhancement is required to make such bonds marketable.

The assistance shall include, but not be limited to, the state issuing general obligation bonds to build additional park facilities, under terms which pledge all attendant user fee revenues to the State until the debt on the State general obligation bonds is amortized.

4) When necessary authority and financial enhancement measures are available, the County shall identify likely self-sufficient facilities that can be developed within the County boundaries, and shall pursue the construction and operation of such additional facilities.

The goal shall be to build a parks system in Multnomah County that will maximize the enjoyment and use by the citizens of the County and pay for itself without the imposition of any taxes on the citizens of the County.

REFER TO METRO - EXPLORE

RESOLUTION #8 PLANNING AND ZONING SUBCOMMITTEE

Whereas, while it is imperfect, of the three concepts under consideration by the Metro Region 2040 project, Concept B concentrates upon limiting urbanization to areas within existing Urban Growth Boundaries; and

Whereas, it appears, if implemented, Concept B would best preserve non-urban, agricultural and natural areas; and

Whereas, concept B appears suited to reflecting population growth back inwards from the Urban Growth Boundaries and toward the municipal core areas, encouraging the redevelopment or blighted and/or under utilized areas for appropriate housing, commercial and industrial purposes.

Therefore, be it resolved that it is the sense of the Convention that Concept B of the Metro Region 2040 project is preferred to Concepts A and C (in their current forms) as the basis of planning for and accommodating growth in the region, and that the Convention communicate this preference to Metro.

Be it further resolved that it is the sense of the Convention that, to the legal extent possible, the government of Multnomah County should oppose and discourage the "urbanization" of Mt. Hood and areas lying within and adjacent to the Mount Hood National Forest and of Sauvie Island; and

Be it further resolved it is the sense of the Convention that Multnomah County should oppose and actively discourage growth, the maximum legal extent, outside Urban Growth Boundaries in the absence of a persuasive and convincing showing by any proponent of residential, commercial or industrial expansion beyond the Urban Growth Boundaries that:

a) substantially all the land within the adjacent Urban Growth Boundary is being used optimally for urban purposes;

b) the same purposes as sought to be served by the proposed expansion could not be served by the development or redevelopment of lands lying within the Urban Growth Boundary limits.

REFER TO PORTLAND - RECOMMEND

RESOLUTION #9
WATER, SEWER, ENVIRONMENTAL SERVICES
AND FIRE COMMITTEE

Resolved that the County shall develop its own long term water conservation plan, to include;

1) The County shall implement a plan to tie building codes into water conservation at the County level;

2) The County shall develop a program to tie the number of building permits issued to the historic low level availability of water in conjunction with anticipated growth into the County;

3) Businesses and developers shall be required to submit conservation plans and goals in connection with obtaining their permits;

4) County buildings shall be fitted with low flush toilets and low flow showerheads as these items wear out and are replaced.

5) County workers shall be instructed in water conservation methods;

6) The County shall voluntarily restrict watering on County premises during time periods such as those used in recent mandatory restrictions (such as no watering during the heat of the day).

7) The County shall set goals for limiting or reducing its own use of water resources;

8) The County shall regularly report on its progress toward the accomplishment of those goals to citizens.



Citizen Convention

SECTION V

MOOT:

Mental Health - Supports Multnomah County Integrated Human Services/Opposes Tri-county Public Service Corporation.

Tax & Assessment #3 - *Government Consolidation.*

4 - *Government Efficiency.*

5 - *Non-profit Community Development foreclosure Usage.*

6 - *Requires Response to Citizens' Convention.*

7 - *Computation of Unemployment Statistics.*

8 - *Library Service Fees.*

9 - *Fee & Surcharge Elimination.*

10 - *Tax Reform.*

Planning & Zoning #3 - *Government Consolidation.*

Planning & Zoning #5 - *Proscribed Home Activities Listing.*

Planning & Zoning #6 - *Inspection/Permits Reduction.*

This section contains items considered no longer discussable due to: work-in-progress; change of conditions; completed task; etc.

RESOLUTION
MENTAL HEALTH SUB COMMITTEE

MOOT

Whereas, the proposed state recommendations for a tri county public corporation to administer and provide mental health services;

We state our opposition to this plan and instead recommend the Multnomah County Integrated Human Services System. It is our decision that in order for this concept to be successful that members from the community representing the proposed six community service districts be involved in the integrated human services planning team as well as any appropriate work groups.

MOOT

RESOLUTION #3
TAX AND ASSESSMENT SUBCOMMITTEE

We recommend to members of the County Board members that in all possible areas, City of Portland and County of Multnomah, services merge, so that;

- 1) Administrative duplication of cost be saved
- 2) To avoid any duplication of service, either real or perceived.
- 3) To make it easier for companies to do business in the entire County.

Some of the areas that should be consolidated (but not exclusively these) are;

- 1) City of Portland police and Multnomah County Sheriffs office.
- 2) Building codes and enforcement, including electrical, mechanical and plumbing, etc.

MOOT

RESOLUTION #4
TAX AND ASSESSMENT SUBCOMMITTEE

Whereas, local governments within the Portland metropolitan area are inefficiently organized;

Whereas, greater efficiency would be gained by consolidating various elements of local governments;

Whereas, greater, more equal citizen awareness, participation, and control would occur if cities of approximately equal size were created within the Portland metropolitan area;

Be it resolved, by the Multnomah County Citizens Convention, that we, the Tax and Assessment sub-committee recommend that Multnomah County develop a formal process which will include representatives from other units of local government within the metropolitan region to develop ways of creating a local government that is;

- 1) more efficient
- 2) more cost effective
- 3) more responsive to its citizens

MOOT

RESOLUTION #5
TAX AND ASSESSMENT SUBCOMMITTEE

Whereas, non profit Community Development Corporations in Multnomah County are created for the general good of its citizens by providing medium and low cost housing;

Whereas, Multnomah County receives foreclosed real property that it has difficulty disposing of;

Be it resolved by the Multnomah County Citizens Convention, that we, the Tax and Assessment sub-committee, recommend that real property which has not been sold after its initial auction may be transferred to a non profit Community Development Corporation of

non profit Community Land Trust. Such organization must repair and maintain such property in good condition. Such organization must use these properties to provide housing to low or moderate income people and/or families.

RESOLUTION #6
TAX AND ASSESSMENT SUBCOMMITTEE

MOOT

Because there is no present system of fully evaluating the results of the tremendous number of hours devoted by the Citizens Convention and the sub-committees, we resolve that;

1) That the Multnomah County Commissioners be required to answer in writing, their decision on every issue submitted by the Citizens Convention.

2) If any issue is rejected, they will provide the reason for the rejection.

3) The Steering Committee should set a time limit on the reply from the County Commissioners. In cases where the issues require extended research and a longer period of time for action, a status report be mailed to the Steering Committee periodically and at intervals determined by the Steering Committee.

4) The County Commissioners decisions should be publicized by the news media. Commissioners will be so advised.

RESOLUTION #7
TAX AND ASSESSMENT SUBCOMMITTEE

MOOT

Be it resolved that, in providing the State of Oregon's unemployment rate, the public should be advised of the system of computing the rate. This rate should not be based solely on the numbers who are filing for unemployment compensation and those actively registered for employment. This will more accurately reveal the economic status in the State of Oregon. This will also give us a tool to compute the actual spread between the haves and the have-nots.

RESOLUTION #8
TAX AND ASSESSMENT SUBCOMMITTEE

MOOT

Whereas, present levels of taxation are inadequate to meet the budgetary need of Multnomah County;

Be it resolved that costs of operating the Multnomah County Library, be met in part, by instituting a fee for services policy, i.e. a fee for library cards.

RESOLUTION #9
TAX AND ASSESSMENT SUBCOMMITTEE

MOOT

We resolve that Multnomah County should eliminate the fee and surcharge system. The public is aware that such a system is nothing more than a tax that avoids the taxing system and benefits those imposing them rather than the taxpayer.

RESOLUTION #10
TAX AND ASSESSMENT SUBCOMMITTEE

MOOT

Whereas, the State of Oregon will lose significant tax revenue due to the measure 5 property tax reduction in this coming biennium and future bienniums;

Whereas, how this revenue is fully or partially replaced will have a significant impact on the social and financial health of Oregon businesses and citizens;

Whereas, the citizens of Multnomah County through our representatives, the Multnomah County Commissioners, wish to advise the State Legislature about the opinions of its largest (population) county.

Be it resolved that, by the Multnomah County Citizens Convention, the we, the Tax and Assessment sub-committee recommend, that;

1) Multnomah County only support tax changes that are progressive.

2) Multnomah County does not support a general sales tax.

3) Multnomah County supports the replacement tax alternatives suggested by the "Heart of Oregon" coalition. (attached)

4) Multnomah County supports the repeal of, or significant change to measure 5.

We ask Multnomah County to use the full ability of the county to encourage these positions at the 1993 session of the Oregon Legislature.

RESOLUTION #3
PLANNING AND ZONING SUBCOMMITTEE

MOOT

Whereas, the concept of smaller incorporated cities, towns and unincorporated areas within Multnomah County have individual, unique and inherently equitable capability of addressing local problems which are often complicated, confused and ongoing; and

Whereas, the political autonomy is protected by Oregon Law which makes the annexation process so demanding that the desires of the residents are actively sought and adequately represented; and

Whereas, the citizens of Multnomah County vigorously oppose any loosening of those requirements making annexation of a smaller by a larger civic unit easier.

Therefore, be it resolved: That the Citizens Convention encourage the investigation of consolidation of County and City functions on an incremental basis when those functions meet certain criteria with uniformity of service type, condition and administration showing true economy is to be effected.

Be it further resolved that the elected responsibility be expanded where possible and under no means lessened in fact or theory.

RESOLUTION #5
PLANNING AND ZONING SUBCOMMITTEE

MOOT

Whereas, the Constitution of the United States gives citizens the right to privacy unless there is a threat to public safety; and

Whereas, the operation of a chess club was deemed an inappropriate activity;

Be it resolved that the municipalities of Multnomah County publicize what activities may not be conducted in a citizen's home, and periodically update the list.

RESOLUTION #6
PLANNING AND ZONING SUBCOMMITTEE

MOOT

Whereas, all levels of government are in a financial pinch as a result of Measure 5; and

Whereas, inspections cost money,

Be it resolved that the Cities and the County governments publish a list of what improvements and repairs do need a permit.

Be it further resolved that this list be examined with a view to eliminating a the need for permits for as many improvements as possible, as long as public safety is not endangered.



SECTION VI

IMPRACTICAL DUE TO FINANCIAL OR LEGAL CONSTRAINTS:

Tax & Assessment #12 - *Per Capita Neighborhood Association Funding.*

Tax & Assessment #14 - *Off-set Property Tax for Tree Planting*

15 - *Increase Tri-Met Payroll Tax to Reduce Fares/Lift Ridership.*

16 - *Business Tax/Economic Development Funding Rebate.*

17 - *Equal Tax Initiative.*

OTHER:

Tax & Assessment #13 - **NOT A RESOLUTION - DROPPED.**

RESOLUTION #12
TAX AND ASSESSMENT SUBCOMMITTEE

IMPRACTICAL

Whereas, Multnomah County neighborhood associations provide needed and desirable services to their residents;

Whereas, Multnomah County neighborhood associations would benefit from and need a stable source of additional funds;

Whereas, Multnomah County should help provide funding to neighborhood associations;

Be it resolved by the Multnomah County Citizens Convention, that we ask that Multnomah County give each neighborhood association that satisfies the minimum requirements for a neighborhood association as prescribed by the city of Portland or the Multnomah County Citizen Involvement Committee be given the amount of \$.25 per person living within the boundaries of each neighborhood association. In the case of over lapping or contested boundaries, no funds would be given within that area. The total amount given to any single neighborhood would not exceed \$1000.00. This would be over and above existing funding for neighborhood associations in Multnomah County.

RESOLUTION #14
TAX AND ASSESSMENT SUBCOMMITTEE

IMPRACTICAL

Whereas, Multnomah County now has many beautiful trees, which serve to keep the air clean, and provide aesthetic beauty;

Whereas, the population of Multnomah county is increasing, and is likely to continue to do so in the next several decades;

Whereas, the indiscriminate removal or destruction of trees can cause siltation and other water pollution and lead to the loss of soils vegetation, and wildlife habitat;

Whereas, trees with a diameter of twelve or greater inches are likely to last for many years if not destroyed or cut down;

Be it resolved by the delegates of the Multnomah County Citizens Convention that we urge that the Multnomah County Board of Commissioners adopt an ordinance by June 1, 1993, specifying that all those owners of lands of less than 5 acres be given a offset for property taxis if they plant trees on their property after the effective date of the ordinance, the offset in an amount equal to the difference in tax for appraised value with the trees newly planted, and without the trees newly planted.

RESOLUTION #15
TAX AND ASSESSMENT SUBCOMMITTEE

IMPRACTICAL

Whereas, the current cost of riding Tri-Met buses and trains is higher than it has been and that increases have occurred annually or almost annually for the last few years; and

Whereas, with lower Tri-Met fares for passengers, more people would ride Tri-Met, and many of these would drive single occupancy motor vehicles less; and

Whereas, motor vehicles are a large, and in many cases the largest, source of air pollution in urban areas; and

Whereas, the population of the Portland area is expected to increase by an estimated 500,000 people in the next twenty years;

Whereas, only about 23% of the current Tri-Met budget is derived from passenger fare revenues, and about 60% from payroll taxes in the areas that have Tri-Met service, and businesses that pay payroll taxes benefit greatly from employee access to affordable Tri-Met service; and

Whereas, reducing motor vehicle air pollution through the increased use of mass transit will lead to less deterioration of the quality of life in Multnomah County;

Be it resolved by the delegates to the Multnomah County Citizens Convention, that we urge the Multnomah County Board of Commissioners to increase the payroll tax sufficient to reduce the current fares for Tri-Met by one third without any reduction in service, and that the Board also be urged to work with the Board of Commissioners of Washington and Clackamas Counties to enter into an agreement that these counties also increase their payroll tax for the same purpose.

RESOLUTION #16
TAX AND ASSESSMENT SUBCOMMITTEE

IMPRACTICAL

Whereas, commercial and industrial properties within Multnomah County are underutilized; and

Whereas, the increase in businesses within Multnomah County, and the cities within, will increase revenue for the County and

cities; and

Whereas, community based economic development organizations exist and have the operating capacity to stimulate and/or revitalize the County and cities; and

Whereas, the value of linking taxes and fees income with related public services outcome is reasonable and appropriate and will enhance citizen support of government programs and expenditures; not therefore;

Be it resolved by the Multnomah County Citizens Convention, that we urge the Multnomah County Board of Commissioners to authorize, and urge the City of Portland, to authorize, no less than five percent and no more than ten percent of all revenues from Multnomah County business income taxes and City of Portland business license fees to implement economic development projects and programs of community based organizations such as locally recognized business associations.

RESOLUTION #17
TAX AND ASSESSMENT SUBCOMMITTEE

IMPRACTICAL

Whereas, the property tax and the income tax which cost statewide about \$100,000,000 per year to process and administrate ar proven to be restrictive to capital formation, economic growth and development in Multnomah County and Oregon; and

Whereas, the property tax constitutes an unfair burden and debilitating effect upon the rapidly growing senior citizen population living on fixed income as well as low income families;

Whereas, every tax discriminates against the person or thing being taxed because it taxes that specific person or thing to the exclusion of all other things. Some segments of the economy go untaxed or are taxed at different rates, or under different conditions, and without direct voice in, or consent of the tax or fees levied. The present method of funding the governments and schools lacking fairness, and equality, should be replaced; and

Whereas, a new system of adequate funding for all the governments, schools, and special districts in Oregon has been developed called the "equal tax"; and

Whereas, the 2% equal tax will only require 1 tax just as Oregon started in 1859 with only 1 tax, but has now expanded under representation, to 37 major taxes, plus hundreds of fees, assessments, and charges; and

Whereas, the equal tax is a 2% trade charge on all commerce transactions and on money that is spent in Oregon; and

Whereas, the equal tax will fully fund the state and local governments, schools, and special districts, providing for cost of living increases, for growth in population, and school enrollment; and

Whereas, the property tax will be eliminated and the Assessors' office no longer required, in the case of Multnomah county saving about \$8,717,432 per year; and

Whereas, the county business tax, gas tax and personal property tax, and other fees, besides all other taxes, fees, and assessments in the state, would be eliminated;

Therefore, be it resolved by the Citizens Convention

delegates, that we recommend to the Multnomah County Commissioners to adequately inform themselves of the equal tax initiative, to study the implications and impact upon the County government, to recognize that the electorate of the State of Oregon will be voting on this measure and in the interest of modernizing the method of financing government and to bring fairness, equality, affordability, and adequacy to this system, that the Multnomah County Commission do memorialize the 67th session of the legislative assembly to refer the equal tax measure to the voters for their approval or rejection at a publicized regular election in 1993.

DROPPED - NOT A RESOLUTION

RESOLUTION #13
TAX AND ASSESSMENT SUBCOMMITTEE

With the projected increase of population and the State of Oregon ranking in the national crime rate, the general populace is more frightened for life and safety. No amount of jail space and police force will correct the problem until punishment is rigidly enforced to the maximum of the law for each crime. Some "human behavioral professionals" have wrongly over emphasized the cruel and unusual punishment concept with total disregard for the victims of crime who in many cases live in poverty level existence while the criminal enjoys the existing amenities of incarceration. Include in the issue the early release policy, the plea bargaining and appeals that go for years at the tax payers expense. Consider the rights of crime victims. there was a period in our society when punishment deterred crime, but has rapidly deteriorated because of over emphasis on the cruel and unusual concept. There can be many changes in the system without cruel and unusual treatment.

BALLOT

"BENCHMARKS" - HELP THE COUNTY SET PRIORITIES.

As co-chairs of the Portland/Multnomah Progress Board, County Chair Beverly Stein and Portland Mayor Vera Katz are developing a process to evaluate government programs according to "results achieved" by the community rather than "dollars spent" by the government. The Progress Board emphasizes results, accountability, change, partnerships, community input and citizen participation. The benchmarks will guide development of the county's budget and the partnerships needed to achieve specific community goals.

ADD BENCHMARKS IF YOU FEEL WE'VE LEFT SOMETHING OUT (write in the margin, or add extra sheets).

Please use the following scale to RANK THE IMPORTANCE OF EACH BENCHMARK BELOW:

- 1 = Most Urgent (you are limited to voting "1" five times only)
- 2 = Very Important
- 3 = Somewhat Important
- 4 = Neutral
- 5 = Not Important

[Return this ballot to: CITIZEN INVOLVEMENT COMMITTEE, 2115 S.E. Morrison, #215, Portland, Oregon 97214].

Benchmarks	Rank	Benchmarks	Rank	Benchmarks	Rank	Benchmarks	Rank
Teen pregnancy - Pregnancy rate per 1,000 females ages 10 - 17 [by ethnicity]		Housing - percentage of home owners and renters below median income spending less than 30 percent of their household income on housing and utilities.[by ethnicity]		Firearm Injuries - firearm injury rate per 1,000 population.		Workforce Readiness - percentage of people who leave post-secondary programs possessing skill sets to match work force needs.	
Prenatal Care - Percentage of babies whose mothers received adequate prenatal care beginning in the first trimester.		Tax Foreclosures- Number of tax foreclosures per 1,000 homes. [by owner occupied v. rental]		Weapons Permits- number of concealed weapons permits issued per 1,000 population [by male /female]		Access to Facilities - Percentage of public buildings and facilities accessible to Oregonians with physical disabilities.	
Drug-free babies - Percentage of infants whose mothers did not use illicit drugs, alcohol or tobacco during pregnancy.		Child Care Quality - percentage of child care facilities which meet established basic standards.		Weapons Seized in Schools- number of weapons seized in public schools [by high school or below]		Readiness to Learn - Percent of children having contact with a public library before starting kindergarten.	
Immunization - Percent of two year olds adequately immunized.		Child Care Availability - no. of identified child care slots available for every 100 children under age 13.		Diversion Programs - percentage of diverted offenders who commit any offense within one year after completing the diversion program. [by juveniles and adults]		Libraries - Percentage of children who have library cards and have used them within the last six months. [by selected grades - 1st, 6th and 11th]	
Health Care Access - Percentage of population with economic access to health care [by ethnicity]		Child Abuse - Number of children abused or neglected per 1,000 persons under 18. [by ethnicity]		Recidivism - Percentage of felons who commit new felonies within three years of re-entry into the community. [by juveniles and adults]		Adult Literacy - Percentage of adults with english literacy skills [detailed by prose literacy, document literacy, and quantitative literacy]	
Teenagers' Sexually transmitted diseases- rate per 1,000 population ages 10 - 19.		Spousal abuse - domestic violence calls per 1,000 households.		Drugs & Crime -rate of arrestees who have one or more drugs in their system at time of arrest.		Land Use Planning - Percent of rural lands that are included within a current, approved Rural Area Plan (R.A.P.)	
HIV and AIDS - annual percentage/ number of HIV cases with an early diagnosis.		Kindergarten Readiness - Percentage of children entering kindergarten meeting specific developmental standards for their age.		Offender drug treatment - percentage of offenders needing drug and alcohol treatment who receive it.		Open Spaces - Acres of parks and protected green spaces per 1,000 population.	
Sexually transmitted disease - rate for adults 20 to 44 years old.		Student Alcohol Use - Percentage of students free of involvement with alcohol in the previous month. [at 8th & 11th grades]		Community Policing - No. of communities involved in a community-based strategic plan for law enforcement.		Taxes - total taxes per \$1,000 income.	
TB - incidence of tuberculosis per 1,000 population		Student Drug Use - Percentage of students free of involvement with illicit drugs in the previous month. [at 8th & 11th grades]		Victimization rates: homicides. [by ethnicity]		Cost of Govt. - per capita cost of government.	
Hepatitis - Incidence of hepatitis B per 1,000 population.		Adult Drug abuse - Percentage of adults who use illegal drugs.		Victimization rates: hate crimes. [by ethnicity]		Customer Satisfaction- Percentage of citizens who are satisfied that County services are necessary, responsive and cost-effective. [by type of service]	
Care of elderly - Percentage of elderly living independently or with adequate support.		Drug Treatment - percentage of people seeking alcohol or drug treatment who receive it.		Animal control - Reported incidents of personal injuries from dangerous dogs per 1,000 population.		Knowledge of Govt. - Percentage of citizens who understand the Oregon governmental system.	
Elder abuse - rate per 1,000 in elderly population.		Hate crimes - per 1,000 population.		Poverty - percentages of citizens with incomes above 100% of the Federal poverty level.[by ethnicity]		Citizen involvement - Percentage of citizens who volunteer at least 50 hours per year to civic, community or non-profit activities. [by age and ethnicity]	
Mental Health Care Access- Percentage of population with access to public or private treatment for mental or emotional problems [by children or adults]		Sense of Safety - percentage of citizens who feel safe and secure from crime.		Children in Poverty - percentage of children living above poverty. [by ethnicity]		Govt. Responsiveness - percent of citizen volunteers in a governmental advisory capacity who are satisfied that their recommendations were carefully and respectfully considered.	
Mental Illness - Percentage living in housing of their choice with adequate support.		Public safety - Index crimes per 1,000 population. [by juveniles and adults]		Child Support - Percentage of Court ordered child support paid to single parent families.		Govt. Accountability - Percentage of agencies that employ results-oriented performance measures.	
Developmental Disabilities - Percentage living in community housing of their choice with adequate support.		Public safety - Other crimes per 1,000 population. [by juveniles and adults]		Jobs & Income - percentages of citizens with incomes above 125% of the Federal poverty level.			
Physical Disabilities - Percentage living independently with adequate support.		Juvenile Crime - Juvenile arrests per 1,000 juveniles per year.		High school completion - completed high school or an equivalent program [by ethnicity]			
Homelessness - Number of citizens who were homeless at some time in the last year.							

BALLOT

OREGON BENCHMARKS: Standards for Government Performance

by Oregon Progress Board

The purpose of *Oregon Benchmarks* is to guide our state to a better future as a people, as a place, and as an economy. The benchmarks are based on the premise that Oregon will have the best chance of achieving an attractive future if Oregonians agree on where we want to go and then join together to accomplish those goals. By keeping track of whether we are measuring up, we are more likely to sustain the focus and energy that will be required to bring our dreams to fruition.

The need for such planning could not be more urgent. Over the next two decades, we have the opportunity to achieve sustained economic prosperity while enhancing our enviable quality of life. Yet while the opportunity is ours to gain, it is also ours to lose. Unless we raise our expectations to world-class levels — and then meet them — our standard of living and quality of life may suffer in the years ahead as we lose ground to determined competitors around the globe. The workers of our tomorrow are in our classrooms today. In the next two decades our land, water, air, infrastructure, and government services must accommodate nearly another million people, especially in our urban areas. By contrast, many rural communities face the hardship of shrinking timber harvests, a contracting forest products industry, and job losses. Unless we act decisively, the Oregon we inherit in the decades ahead may fall far short of our dreams.

The Progress Board is encouraged to see how many organizations throughout the state are already applying and pursuing benchmarks since the initial measures were released two years ago. The benchmarks are becoming a reference point for institutional goal setting both in and beyond state government. They are being used

to set priorities and allocate resources in the budgeting process. They also show promise as a yardstick for measuring government performance, both within and among agencies.



**OREGON
PROGRESS
BOARD**

775 Summer Street, N.E.
Salem, Oregon 97310
U.S.A.
(503) 373-1220
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Voice/TDD 373-1220

BARBARA ROBERTS
Governor
GUSSIE McROBERT
Vice Chair
BRETT WILCOX
DAVE FROHNMAYER
MATTHEW W. PROPHET
WILLIAM C. SCOTT
PEGGI TIMM
ED WHITELAW
DIANE WILLIAMS
FRED MILLER
DUNCAN WYSE
Executive Director

Dear Oregonians:

Throughout Oregon a marvelous consensus is beginning to emerge about *Oregon Benchmarks*. People are discovering how useful these measures are in defining the Oregon we want to live in, and in helping us gauge and shape our lives as a people, place, and economy.

In state government the benchmarks have already been adopted as a tool for stating concrete objectives, setting program and budget priorities, and measuring performance. They are helping our agencies to focus differently, work more closely together, and make better use of existing resources.

Yet the benchmarks have broader application than state government. Local jurisdictions, businesses, nonprofits, and other organizations are beginning to recognize that the benchmarks are a useful tool for improving Oregon in all areas.

This second edition of *Oregon Benchmarks* sharpens our vision for Oregon and tells us more about our progress in realizing our dreams. We commend it to all who lead and serve and educate others in our state.

Sincerely,



Barbara Roberts
Governor

Oregon Progress Board is an AA/EEOE and complies with Section 504 of the Rehabilitation Act of 1973

Milestones in Developing *Oregon Benchmarks*

- 1986** — In *Emerging Trends 2010* the Oregon Futures Commission stresses the need for a comprehensive plan of Oregon's future.
- May 1989** — Governor Goldschmidt involves hundreds of citizens in producing *Oregon Shines*, Oregon's strategic plan for prosperity.
- June 1989** — The Oregon Legislature creates the Progress Board, directing it to translate the strategies in *Oregon Shines* into measurable goals for Oregon.
- May 1990** — With the assistance of citizen panels, the Progress Board releases a draft of *Oregon Benchmarks* for public review.
- January 1991** — After extensive public review the Progress Board shapes and releases the 1991 *Oregon Benchmarks*.
- June 1991** — The Legislature adopts Benchmarks unanimously after review in 18 committees and directs the Progress Board to update the benchmarks every two years.
- November 1991** — The Progress Board releases *Human Investment Partnership*, its report of progress and recommendations for achieving benchmarks for people.
- February 1992** — Governor Roberts directs agencies to give priority to critical near-term benchmarks in the budget process, and directs all agencies to develop performance measures consistent with benchmarks.
- June 1992** — Governor's Task Force on State Government recommends in its report, *New Directions*, that *Oregon Benchmarks* be integrated as goals for state agencies, and that planning, budgeting and compensation systems be directed towards those goals.

FOR COPY OF OREGON BENCHMARKS "REPORT TO THE 1993 LEGISLATURE"

WRITE:

Oregon Progress Board
775 Summer Street, N.E.
Salem, Oregon 97310
CALL: (503) 373-1220
TDD (503) 373-1200

Gov. Barbara Roberts, Chair
Gussie McRobert, Vice Chair
Dave Frohnmayer
Matthew W. Prophet
William C. Scott
Peggi Timm
Ed Whitelaw
Brett Wilcox
Diane Williams

Duncan Wyse, Executive Director

SPECIAL REPORT

CITIZENS INVOLVED

A GRASSROOTS NEWSLETTER




MULTNOMAH COUNTY OREGON

"BENCHMARKS"

Government is often criticized for blindly throwing money at problems. County Chair Beverly Stein and Portland Mayor Vera Katz are developing a process for evaluating government programs according to "results achieved" by the community rather than "dollars spent" by the government.

Stein and Katz co-chair the Portland/Multnomah Progress Board which identifies measurable goals or "benchmarks" to evaluate success in meeting challenges faced by city and county government.

First used by state government, the Oregon legislature has adopted 272 benchmarks. [See related article "OREGON BENCHMARKS" in this newsletter]. Benchmarks

measure performance by results. As example, in 1992, 95% of Oregon infants were born with healthy birth weights; the state set 98% as its benchmark goal for the year 2010.

Benchmarks are new for Multnomah County, but its roots are deep. In 1989, community members provided input on the county's strategic plan in a CIC report entitled "Visions - the 1990's and Beyond." That same year, Governor Goldschmidt organized "Oregon Shines: Oregon's Strategic Plan for Prosperity." A year later, the City of Portland launched its planning process with *Portland Future Focus*.

With the Progress Board, Chair Stein and Mayor Katz unify and expand these efforts. The Progress Board emphasizes results,

BALLOT INSIDE

accountability, change, partnerships, community input and citizen participation. These benchmarks will guide development of the county's budget. The next step is to work with other jurisdictions, schools, citizen groups and others to build the partnerships dedicated to achieve specific community goals.

▶ A Benchmark Special Report will be hosted on cable television by Board of County Commissioners Chair Beverly Stein. Watch your cable scroll for dates and times, or call Citizen Involvement at 248-3450.

▶ Inside this newsletter is a Benchmark Ballot for your input. Please take ten minutes or more to fill out the Ballot and return it to us. We want your views. Thanks.

D2 THE OREGONIAN, THURSDAY, DECEMBER 2, 1993

County aims to identify, start solving top problems

■ Officials are developing a list of "benchmarks" to determine how county money will be spent

By NANCY McCARTHY
of The Oregonian staff

Several urgent problems exist in Multnomah County — including teen-age pregnancy, child abuse and unsafe neighborhoods — and county officials want to do something about them.

These problems, along with nine other items, are included in a list of "benchmarks" that county officials are developing.

The benchmarks will determine where county officials will focus

their attention and how county funds will be spent for the next three to five years.

About \$3.3 million of the county's \$167 million general fund budget next year will go toward the benchmarks.

In a work session this week, 12 urgent benchmarks — problems that need immediate attention — were culled from a list of 64 problems facing the county.

County officials put the problems on the "urgent" list if tackling them would reduce other problems over several years.

For example, if teen-age pregnancy could be prevented, the number of poor families in the county may be reduced, as well as homelessness and juvenile crime.

County residents will have a chance to express their concerns during a public forum from 4 to 6:30 p.m. Dec. 15, at Ashley's Restaurant in Gresham.

Another forum will be scheduled in January at a time and place to be announced.

The five-member Multnomah County Board of Commissioners will adopt the urgent benchmarks and a list of other priorities also deemed to be important in late January.

Among items tentatively selected by county officials for the urgent list:

- Increasing the number of drug-free babies born in the county.
- Improving the access to health care by the poor.

• Improving the access to mental health care for children and adults.

• Increasing the number of children who are ready to enter kindergarten.

• Reducing the number of students using drugs and alcohol.

• Reducing the number of violent, person-to-person crimes in the county.

• Reducing the number of persons in court-ordered treatment programs who commit additional crimes.

• Reducing the number of felons who commit new felonies within three years after leaving jail.

• Increasing the number of residents who are satisfied with county services.

GRASSROOTS PROFILES:

"STREET OF SCREAMS, VISIONS OF HOPE" by Reverend John Rogers, VERNON NA

The Vernon Presbyterian Church Neighborhood Action Group (VNAG) had its beginnings three and a half years ago when, as a member church of the Portland Organizing Project, we began a series of outreaches into our community, listening to neighbors' concerns and bringing them together to work on those concerns. Over the years we have had neighborhood clean-ups, closed down drug houses and a problem tavern, and worked with the OLCC to get changes in OLCC procedures. But in all our interviews there was one recurring problem: substandard, abandoned, derelict and dangerous properties which abound in our neighborhood.

Since 1990 we have worked with neighbors, property owners, the Bureau of Buildings and the County to identify and eradicate such properties. Focused enforcement, changes in city and county policies have resulted from our efforts, but more needs to be done.

In October 1992 we conducted a "Street of Screams" tour which highlighted not only many of the problem properties in our community, but the purpose of the tour was also to draw attention to city and county procedures that needed to be changed or improved.

Following that meeting, there have been several follow-up meetings with city and county officials monitoring both the individual properties that were part of the tour and also monitoring the progress towards creating a more efficient system for holding property owners (including the county) accountable; faster response for citing and maintenance of properties; and, better ways to convert these properties from liabilities in the neighborhood into good affordable housing.

On Saturday, October 30th, VNAG sponsored a meeting with the theme: "Visions of Hope." The purpose of this meeting was to celebrate the progress that has been made in the last year and to point toward some future actions that should be taken. Board of

County Commissioners Chair Beverly Stein and representatives from Portland City Commissioner Kafoury's office and the Bureau of Buildings attended.

The agenda for the day also included an announcement that VNAG and the Sabin Community Development Corporation will be entering into a partnership to work on several substandard houses in the community and Chair Stein was asked for county assistance. The project has already been awarded \$10,000 from an outside party.

Chair Stein and County Commissioner Gary Hansen are enthusiastic about the progress between the county and City of Portland in the last year, making it easier to acquire and rehab derelict buildings. On behalf of the county, they presented the first of two houses to the group as a "wedding present."

Vernon Neighborhood Action Group is an excellent example of what communities can accomplish when effectively organized and empowered to act in their own enlightened self-interest.

STRIP TO CENTER

The Hillsdale Vision Group (HVG) is one of eight sites selected to receive a "design images" plan by noted urban planner Peter Calthorpe and the only site within Portland City limits. The Hillsdale plan will demonstrate how to turn a 1950's shopping strip into a neighborhood destination center.

HVG hosts monthly visioning workshops Third Tuesday of each month, 7:30-9:30 p.m., Faculty Lounge, Rm 145, Wilson High School. Interested neighbors are invited. Parents are welcome to bring their children. Next meeting: January 18.

Core members of HVG meet every Tuesday, 6:00-8:00 p.m., Wilson High School Faculty Lounge, Rm 145. Visitors are welcome. For more information, contact SWNI (SW Neighborhood coalition office) 823-4592.

"RESTROOMS & COMMON SENSE" by Jim Regan

Why does it take so long and cost so much to get a permit from the City of Portland, Bureau of Planning?

In 1992, St. John Lutheran Church on 4227 N. Lombard decided to move restrooms from the basement to ground level in Fellowship Hall to accommodate our elderly members. We hired an architect, drew up plans, obtained congregation approval to get permits on January 2, 1993.

To date, we have not been able to start because the planning bureau has had us submit landscape drawings with placement of trees, size, height, species and parking lot drawings. After each try to satisfy Planning new obstacles were raised. We were told to plant 6 foot shrubs along one side of our driveway despite Police suggestions to cut trees and shrubs back for security reasons. The Park Bureau removed their shrubs in Columbia Park, but the Planning Bureau insists we plant them. Letters and petitions to the planners are futile; we are told that they make no difference.

We realize that rules and specifications provide for safe and orderly growth. But, all needs cannot be covered with a single broad brush. Common sense must be exercised to provide solutions for projects which don't fit the box.

All this because we wanted to provide an upstairs restroom for our elderly members!

Jim Regan is CIC member from District 1 and Chair of the St. John Lutheran Church Building Committee.

GRASSROOTS PROFILE:

Please send us your organization's profile. Share your successes and concerns with other citizen grassroots groups and help to keep them informed and involved. Mail to: CIC, 2115 S.E. Morrison, #215, Portland 97214.

"NEW ERA OF PARTICIPATION IN POLITICS" Excerpt: Meaningful Chaos, the Kettering Foundation, 1993

Throughout the 1992 election, many Americans opened the door, if ever so slightly, to a potentially new era of participation in politics. Many citizens imagined new relationships with public concerns - new connections to them, new interests in understanding them, new aspirations for addressing them.

Amid this changing political landscape, many public leaders and others will not change the way they relate to the public - falling back into old patterns of politics as usual. Citizens, too, continue to be plagued by their own resistance to change - safeguarding their own self-interests. How, then, can the possibility for change, glimpsed in 1992, be made real so that people form meaningful relationships with public concerns and deal with them?

Nine factors show that people bring their whole lives to this process.

1. Connections. Society tends to fragment public concerns so as to make them easier to discuss, think about and act on. But often this does not work. These fragments fail to reflect the ways in which people actually experience public concerns in their daily lives. People take a broad, rather than narrow, view of public concerns.

2. Personal Context. Attempts to engage people in public discourse often revolve around appeals to their narrow self-interest and private opinions. These appeals fail to tap people's potential for using a broader lens and miss the possibility for engaging people through their life experiences and imagination.

3. Coherence. Sometimes more attention is paid to the quantity of information than to its quality. People are bombarded with facts, figures, revelations and conflicting statements. People often cannot make sense of all this information - it lacks coherence. People want the "whole story", not necessarily all the available information.

4. Room for Ambivalence. In public discourse, people are forced all too often

to take positions long before they are ready, thereby polarizing debate and those who participate in it, while forcing others completely out of the debate. This condition stifles people's ability to form relationships with public concerns. People want more "gray area" to explore what they think and feel about issues.

5. Emotion. There is a tendency to strip emotion from our public discourse and decision making so as to preserve or create a "rational" approach to public life. But this seems irrational to many citizens. It denies the inevitability of emotion as part of the mix of public life. Emotion is essential in forming and sustaining relationships to public concerns; it provides people with a sense of meaning.

6. Authenticity. "Truth" often is measured by the degree to which we use hard and reliable facts and figures. But citizens tend to use other measures or standards - something "rings true" if it resonates within their own context of meaning, life experiences and imagination. Authentic sources of information are not necessarily those people or institutions in the news every day. People look for guidance from their family, someone down the block, neighborhood leaders, coworkers and others close to them.

7. A Sense of Possibilities. Nowadays people associate public discourse with gridlock and stagnation, and with their having only a limited role to play in addressing public concerns. These deeply rooted, persistent convictions short-circuit attempts to engage in public life. People want a greater sense of possibilities for movement and a role to play in bringing about that movement.

8. Catalysts. Society often delegates - indeed relegates - the work of so-called leadership to a seemingly separate caste of "experts," "officials," and "elites." And yet many times these "leaders" strike people as being disconnected from their lives and concerns, or they simply may not be the best catalysts for prompting people to connect with public concerns.

In reality, people often find the support or impetus they need from family, friends, neighbors and co-workers.

9. Mediating Institutions. The current culture of mass communications often treats people as passive consumers of information and as isolated atoms in their own orbits around public concerns. But this is not how people form relationships with public concerns; instead, they come together with friends, neighbors, and people whom they may not even know. And they do so often by meeting at so-called mediating institutions - a church, a school, a neighborhood council; public places in which people can come out from their homes and interact in public life; places with broad-based agendas so that people can discuss and act on issues as they experience them in their daily lives.

There is clear resistance among people to fragmentation, a keen desire for seeing and being a part of the larger picture. There is a tendency to enlarge, rather than narrow, one's perspective and level of involvement, once the process of engaging in public life begins. There is the fact that people bring their whole lives to their relationships with public concerns - their past, present and future; values and aspirations and fears; minds and emotions; insistence to stand alone and yearning to interact with others. There is the need for conversation and for imagination in public life. And within this picture, there can be found no exact order of interplay between and among the various factors.

The point is that this chaos, if we recognize and approach it with a sense of purpose and care, provides numerous means of nurturing relationships, many points of entry into public work. By tapping this chaos it is possible to capture the sense of depth and meaning citizens are seeking in today's ever-changing world. Then, new relationships between citizens and public concerns can [and will] form. [Kettering Foundation, 200 Commons Rd., Dayton, Ohio 45459-2799, (513) 434-7300].

METRO PLANS, FINANCES, TAXES AND GRANTS by Metro Committee for Citizen Involvement (MCCI)

MERC BUSINESS PLAN

METRO TAX STUDY

GREENSPACES RESTORATION

Metro oversees regional facilities through the Metro Exposition-Recreation Commission (MERC), including: the Oregon Convention Center (OCC), the Civic Stadium and the Portland Center for the Performing Arts (PCPA - umbrella organization for the civic auditorium, the Arlene Schnitzer Concert Hall and the Intermediate and Dolores Winningstad theaters).

MERC is developing a business plan with elements for each MERC facility. This plan will guide the business process for the next five years. PCPA and Civic Stadium are projected to operate at a deficit. Surplus revenue from Memorial Coliseum is no longer available to subsidize other regional facilities. The purpose of the business plan is to lead to financial stability by identifying markets, challenges, capital needs, as well as, operational needs. Public meetings are scheduled for OCC, PCPA and the Stadium, and MERC administration. Formal presentation of the consolidated MERC Business Plan is anticipated in March or April 1994.

UPCOMING MTGS:

Wednesday, Jan. 12 - Formal presentation consolidated Business Plan to MERC.

FOR MORE INFO: CALL: Pat LaCrosse 731-7836.

The Metro Tax Study Committee presented their recommendations to Metro Council on November 23, 1993. The Committee made both long- and short-term recommendations with short term viewed as one to four years.

The Committee identified a short term need of \$3.2 million for General Government and \$4.3 million for Planning funds to provide Charter-mandated functions. The committee suggests using existing excise funds to pay for General Government funding needs. (Note: Existing Metro excise taxes are charged to users of Metro facilities including the solid waste disposal system, the zoo and certain convention center activities).

The Tax Study Committee further recommends that a real estate transfer tax and a construction excise tax support Planning functions. Either tax "sunset" after four years, with voter approval required for replacement from specified broad based taxes.

The Council will provide a public process when, and if, it considers these recommendations. For more information call Council at 797-1540.

Metro Regional Facility Committee meets 1st & 3rd Wednesdays at OCC. Council and Standing Committee meetings: Metro Council Chambers 600 NE Grand, at 4 p.m. - call 797-1540 for agenda.

Restoration of degraded natural areas is a priority activity of the Greenspaces Master Plan. The Metropolitan Greenspaces Program outlines a four-phase approach to identify, map, protect, preserve and acquire natural areas in the region. Phase 3 calls for restoration and enhancement projects in wetlands, along stream corridors and riparian areas, and in upland sites. Funding comes from Congressional demonstration grants to Metro via the U.S. Fish and Wildlife Service.

GREENSPACES GRANT APPLICATIONS:

- Tualatin Hills Park and Recreation District. Restore degraded and channelized portions of Johnson Creek.
- City of Gresham Parks Division. Restore and enhance Kelly Creek Greenway/SE Gresham.
- Multnomah County Park Services Division. Create ten acre elk meadow in Oxbow Park.
- City of Troutdale Parks. Recreate Sunrise Nature Park as natural area with upland meadow, etc.
- City of Portland Parks, Friends of Trees & Friends of Forest Park. Restore two sites.
- City of Portland Parks. Meadow improvements for south fill of Oaks Bottom.
- Southwest Neighborhood Information, Inc. Streambank stabilization in Woods Memorial Park.
- Oregon City Public Works. Develop nature park in undeveloped open space of Hillendale Park.

For more information call Mel Huie, Metro Greenspaces, 797-1731.

Metro Committee for Citizen Involvement meets 4th Thursday at 6 p.m., Rm 370 - Metro 600 NE Grand.

CITIZENS INVOLVED

A GRASSROOTS NEWSLETTER



Jan. - Mar. 1994



YOUTH COMMISSION IN TRANSITION

by Steve Fulmer

As a direct result of House Bill 2004, passed by both houses of the last legislature, the youth commission structure throughout Oregon is changing.

The Community Children and Youth Services Commission (CCYSC) structure, borne out of the Goldschmidt administration's "Children's Agenda" has been completely replaced under the name "Commission on Children and Families."

Originally designed to provide local options for "filling in the cracks" of services to juveniles, the CCYSC also reviewed a variety of dedicated funding streams such as Great Start, Block Grants, Student Retention Initiative, Court Appointed Special Advocates, Youth Conservation Corps, etc.

The local Multnomah County CCYSC had just completed a reorganization and recruitment for an expanded structure when the legislature passed HB2004 which eliminated CCYSC entirely. The new Children and Families structure will have broader responsibility and financial clout, although final

authority will remain with the legislature and individual county commissions. Besides "filling in the cracks" the new commission structure will preside over a process of "localizing" services to children previously provided by the state, including most non-custodial programs of the Children's Services Division.

At the request of Multnomah County CCYSC Chair Pauline Anderson, the entire local commission resigned in September to make way for the new commission. County Chair Beverly Stein and the Board of County Commissioners (BCC) are expected to name the new Commission on Children and Families shortly, with meetings under way by the New Year. Like its predecessor, the new commission will be composed of a spectrum of professionals and citizens where citizens hold a one seat plurality.

Besides overseeing redistributed funding streams, the commission recommends "adoption" of state benchmarks, advocates for children and families (to the extent allowed by law),

and functions as a central clearing house for strategic planning.

The new structure was adopted with bipartisan support following the report of an interim legislative task force called the Children's Care Team. Although the Care Team called for localization of services, increased community involvement, more emphasis on prevention, and "integration" with schools and other providers of services to children, there are no clear "signals" as to how these major changes will be accomplished within the severe funding constraints imposed by the passage of Measure 5 and the defeat of 1993's Measure 1. Funding issues will be among those addressed by the new commission, as well as by private advocacy organizations such as Children First.

Steve Fulmer just retired from the CIC. He served previously as a two-term member of the Human Services CAB. He is among the CCYSC commissioners who have been invited to serve on the new Commission on Children and Families.

M 903



CIC Outreach Committee
Angel Olsen, Chair
Robin Bloomgarden
Gail Cerveny
Bruce Greene
Jim Regan
Derry Jackson, Chr, CIC
John Legry, Staff
(503) 248-3450
2115 S.E. Morrison, #215
Portland, OR 97214
Multnomah County
Citizen Involvement Committee

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MEETING DATE: JAN 06 1994

AGENDA NO: R-3

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: ORDER

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: January 6, 1994

Amount of Time Needed: 5 minutes

DEPARTMENT: Nondepartmental DIVISION: County Chair's Office

CONTACT: Beverly Stein TELEPHONE #: 248-3308

BLDG/ROOM #: 106/1410

PERSON(S) MAKING PRESENTATION: Chair Stein

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

ORDER In the Matter of Designation of Newspapers of General Circulation in the County for Required Election Publications

1/10/94 copies to Russ Scholes & Vicki Ervin

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 DEC 29 PM 4:28

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Designation)
of Newspapers of General) ORDER
Circulation in the County for) 94-7
Required Election Publications)

IT IS HEREBY ORDERED pursuant to ORS 254.205(2), that the following are designated as newspapers in which required election publications for the County shall be printed for the calendar year 1994:

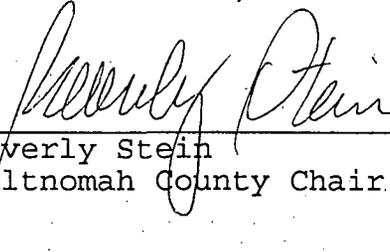
- 1) The Oregonian
1320 SW Broadway
Portland, Oregon 97201
- 2) The Gresham Outlook
PO Box 880
Gresham, Oregon 97030
- 3) The Skanner
2337 N Williams Avenue
Portland, Oregon 97217

DATED this 6th day of January, 1994.



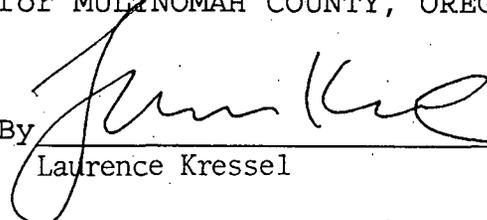
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By


Beverly Stein
Multnomah County Chair

REVIEWED:
LAURENCE KRESSEL, COUNTY COUNSEL
for MULTNOMAH COUNTY, OREGON

By


Laurence Kressel

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR 1/6/94 (Date)

DEPARTMENT Nondepartmental DIVISION Planning & Budget
 CONTACT Dave Warren, Bill Farver TELEPHONE 248-3822, 248-3308
 * NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Dave Warren

SUGGESTED

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

Budget Modification reorganizing staffing in Planning & Budget Division, transferring salary savings to Materials & Services to cover costs of program budget.

(Estimated Time Needed on the Agenda) 10 minutes

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

Personnel changes are shown in detail on the attached sheet

This modification cuts the Planning and Budget Manager and Planning and Budget Administrator positions, creates a Budget and Quality Services Manager and Principal Budget Analyst positions, and transfers salary savings from vacant Budget Analyst positions to M&S to cover costs of printing associated with program / performance budgeting this year, and professional services for the cost of facilitating a retreat between Chair's Office and Budget Office.

Descriptions of the new positions are attached.

3. REVENUE IMPACT (Explain revenues being changed and reason for the change)

None

4. CONTINGENCY STATUS (to be completed by Budget & Planning)

Fund Contingency before this modification (as of _____) \$ _____
 Date _____
 After this modification \$ _____

Originated By <u>David C. Warren</u>	Date <u>12/28/93</u>	Department Director <u>Beverly Stein</u>	Date <u>12/29/93</u>
Plan/Budget Analyst <u>Chung Hui</u>	Date <u>12/29/93</u>	Employee Services <u>Karen R.</u>	Date <u>12/29/93</u>
Board Approval <u>DEBORAH C. BOGUSTO</u>	Date <u>1/6/94</u>	FOR DON WINKLEY	

BOARD OF
 COUNTY COMMISSIONERS
 MULTNOMAH COUNTY
 OREGON
 1993 DEC 29 AM 10:30

EXPENDITURE

TRANSACTION EB GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		100	050	9210			5100			(16,805)		Savings from reclasses
		100	050	9210			5500			(4,685)		and vacancies
		100	050	9210			5550			(3,993)		
											(25,483)	Personal Services Subtotal
		100	050	9210			6110			1,800		Prof. Svcs for Facilitator
		100	050	9210			6120			23,683		Printing
											25,483	M&S Subtotal
		400	050	7550			6580			(3,993)	(3,993)	Insurance Fund spending
TOTAL EXPENDITURE CHANGE										(3,993)	(3,993)	

REVENUE

TRANSACTION EB GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		400	050	7040			6600			(3,993)	(3,993)	SR from General Fund
TOTAL REVENUE CHANGE										(3,993)	(3,993)	

PERSONNEL DETAIL FOR BUDGET MODIFICATION NO.

NO. 11 #11

5. ANNUALIZED PERSONNEL CHANGE (Compute on a full-year basis even though this action affects only a part of the fiscal year (FY).)

FTE Increase (Decrease)	POSITION TITLE	ANNUALIZED			TOTAL Increase (Decrease)
		BASE PAY Increase (Decrease)	Increase/(Decrease)		
			Fringe	Ins.	
(1)	Planning and Budget Administrator	(50,483)	(13,616)	(6,338)	(70,437)
(1)	Planning and Budget Manager	(56,698)	(15,280)	(4,143)	(76,121)
					0
1	Budget and Quality Service Manager	61,200	16,061	4,000	81,261
1	Principal Budget Analyst	54,936	14,776	3,992	73,704
					0
					0
0	TOTAL CHANGE (ANNUALIZED)	8,955	1,941	(2,489)	8,407
Note: Annual salaries for Budget Office balanced by changes in Analyst pay resulting from turnover.					
(6)	Budget Analysts (as budgeted 93-4)	(238,982)	(64,411)	(39,442)	(342,835)
6	Budget Analysts (including new hires)	237,249	61,813	34,921	333,983
					0
	Subtotal Budget Analysts	(1,733)	(2,598)	(4,521)	(8,852)
					0

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	CURRENT FY			TOTAL Increase (Decrease)
		BASE PAY Increase (Decrease)	Increase/(Decrease)		
			Fringe	Ins.	
Changes effective March 1, 1994					0
(0.33)	P&B Manager (cut)	(18,710)	(5,042)	(1,367)	(25,120)
(0.33)	P&B Administrator (cut)	(16,659)	(4,493)	(2,092)	(23,244)
(0.50)	Budget Analyst (3 vacant for 2 months)	(19,760)	(5,325)	(3,172)	(28,258)
					0
					0
0.33	Budget/Qual Svcs Manager	20,196	5,300	1,320	26,816
0.33	Principal Bud Analyst	18,129	4,876	1,317	24,322
					0
					0
					0
					0
					0
TOTAL CURRENT FISCAL YEAR CHANGES		(16,805)	(4,685)	(3,993)	(25,483)



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN
DAN SALTZMAN
GARY HANSEN
TANYA COLLIER
SHARRON KELLEY

PLANNING & BUDGET
PORTLAND BUILDING
1120 S.W. FIFTH - ROOM 1400
P. O. BOX 14700
PORTLAND, OR 97214
PHONE (503)248-3883

TO: Board of County Commissioners

FROM: Dave Warren *DCW*

TODAY'S DATE: December 28, 1993

REQUESTED PLACEMENT DATE: January 6, 1994

SUBJECT: Budget Modification Reorganizing Planning & Budget Office

I. Recommendation / Action Requested:

Recommend approval of the Budget Modification. It cuts two exempt positions (Planning and Budget Manager and Planning and Budget Administrator), and adds two exempt positions (Budget and Quality Services Manager and Principal Budget Analyst) in the Budget Office, and moves salary savings for 1993-94 to Materials and Services.

II. Background / Analysis:

The role of the Budget Office will change as a result of the reorganization, with greater effort going toward analysis, organizational development, and policy development for the Chair and the Board. This change in direction will require a different level and kind of management oversight, and a change in the staffing structure of the division.

III. Financial Impact:

During 1993-94, the vacancies in the Budget Office have resulted in approximately \$28,500 of salary savings. This Budget Modification uses the salary savings to cover the cost of creating a higher level management position for the division, and covers printing and professional services costs that greatly exceed the 1994-95 budget for the office.

During 1994-95, the turnover in staff in 1993-94 and will result in lower overall staffing costs, even after the reclassifications on the Budget Modification are taken into account for the full year.

IV. Legal Issues:

None

V. Controversial Issues:

None that I am aware of.

VI. Link to Current County Policies:

N/A

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

N/A

MEETING DATE: DEC 30 1993 JAN 06 1994

AGENDA NO: R-17 R-5

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ordinance Amending MCC 2.60.310 and 2.60.315

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: December 30, 1993

Amount of Time Needed: 5 minutes

DEPARTMENT: MSS DIVISION: Finance

CONTACT: Dave Boyer TELEPHONE #: 248-3903
BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: _____

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

SEE ATTACHED MEMO

*1/10/94 copy to Dave Boyer
1/12/94 copies to Ordinance
Distribution List*

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 DEC 21 AM 11:11

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

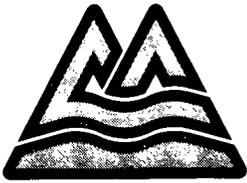
OR

DEPARTMENT MANAGER: *DB*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63



MULTNOMAH COUNTY OREGON

BEVERLY STEIN
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

(503) 248-5015
(503) 248-3312
(503) 248-5135
(503) 248-3883
(503) 248-3797

(503) 248-5170 TDD

PORTLAND BUILDING
1120 S.W. FIFTH, 14TH FLOOR
P.O. BOX 14700
PORTLAND, OREGON 97214

PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

2505 S.E. 11TH, 1ST FLOOR
PORTLAND, OREGON 97202

MEMORANDUM

To: Board of County Commissioners

From: Dave Boyer, Finance Director *DB*

Date: December 20, 1993

Requested Placement Date: December 30, 1993

RE: Ordinance Amending MCC 2.60.310 and 2.60.315, Investment Advisory Board.

I. Recommendation/Action Requested:

Approve Ordinance amending MCC 2.60.310 and 2.60.315.

II. Background/Analysis:

The County Auditor has completed an audit of the Treasury activities and has recommended greater oversight by the Investment Advisory Board. The County Chair is recommending to increase the number of members of the Investment Advisory Board from three to five and increase the number of meetings to be held in a year from two to four. This will allow for more oversight of the investment activities of the County by the Investment Advisory Board.

III. Financial Impact:

None

IV. Legal Issues:

County Counsel has reviewed the Ordinance.

V. Controversial Issues:

None

VI. Link to Current County Policies:

This follows the recommendation of the County Chair.

VII. Citizen participation:

None

VIII. Other Government Participation:

None.

ORDINANCE FACT SHEET

Ordinance Title: Ordinance amending MCC 2.60.310 and 2.60.315

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefited, other alternatives explored):

What other local jurisdictions in the metropolitan area have enacted similar legislation?

Most local jurisdictions in metropolitan area have an Investment Advisory Board.

What has been the experience in other areas with this type of legislation?

Allows more oversight of investments.

What is the fiscal impact, if any?

None

SIGNATURES:

Person Filling Out Form: 

Planning & Budget Division (if fiscal impact): _____

Department Manager/Elected Official: _____

1 BEFORE THE BOARD OF COUNTY COMMISSIONERS

2 FOR MULTNOMAH COUNTY, OREGON

3 ORDINANCE NO. 782

4
5 An Ordinance amending MCC 2.60.310 and MCC 2.60.315 relating
6 to the Investment Advisory Board by increasing the membership and
7 increasing the meetings.

8 (Language in brackets [] is to be deleted; underlined language is new)

9 Multnomah County Ordains as follows:

10 Section I. Findings

11 A. The Treasury Audit recommends more oversight of the
12 investment activities by the Investment Advisory Board.

13 B. The Chair of the Board of County Commissioners and
14 Finance Director are recommending the membership be increased to
15 five people and meetings should be held quarterly.

16 Section II. Amendments

17 MCC 2.60.310. Membership is amended to read: The Board shall
18 consist of [~~three~~] five people appointed by the County Chair with
19 the approval of the Board of County Commissioners. Members shall
20 serve three-year terms and be eligible for reappointment.

21 MCC 2.60.315. Meetings is amended to read: The Board shall
22 meet [~~semiannually~~] quarterly.

1 Adopted this 6th day of January, 1994, being the
2 date of its second reading before the Board of County Commissioners
3 of Multnomah County, Oregon.



Beverly Stein

Beverly Stein
Multnomah County Chair

4
5
6 Reviewed:
7 Laurence Kressel, County Counsel
8 For Multnomah County, Oregon

9
10 By *John D. Bay*

County Counsel

JAN 06 1994

MEETING DATE: _____

AGENDA NO: _____

R-6

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Contract Between the Housing and Community Services Division and City of Portland, Neighborhood Mediation Center, for Landlord-Tenant Mediation Services as an Eviction and Homelessness Prevention Strategy

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING Date Requested: _____

Amount of Time Needed: 5 minutes/consent

DEPARTMENT: Social Services DIVISION: children & Families Housing & Community Svcs

CONTACT: Rey España TELEPHONE: 248-5464

BLDG/ROOM: B161/2nd

PERSON(S) MAKING PRESENTATION: Rey España

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

The Housing and Community Services Division is contracting \$13,000 with the City of Portland, Office of Neighborhood Associations, Neighborhood Mediation Center. The purpose of the contract is to develop and implement a program to mediate landlord-tenant issues that ultimately result in eviction and homelessness. The contract also purchases conflict resolution services for targeted families.

Funding for this contract comes from the federal eviction prevention grant (Family and Community Partnerships Project), which attempts to reduce homelessness of families by preventing evictions.

1/10/94 originals to Sheila Conway

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *Reginald A. [Signature]*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

nmc.bcc

1993 DEC 27 PM 12:35
CLERK OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
HOUSING AND COMMUNITY SERVICES DIVISION (503) 248-3339
COMMUNITY ACTION PROGRAM OFFICE (503) 248-5464
421 S.W. FIFTH, SECOND FLOOR
PORTLAND, OREGON 97204-2221
FAX # (503) 248-3332

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

TO: Board of County Commissioners

FROM: Rey España, Interim Director
Housing and Community Services Division 

DATE: December 1, 1993

SUBJECT: Contract for Services from the City of Portland, Neighborhood
Mediation Center

I. Recommendation/Action Requested: The Housing and Community Services Division, Community Action Program recommends Board of County Commissioner approval of the attached contract with the City of Portland, Neighborhood Mediation Center, for the period upon execution through June 30, 1994.

II. Background/Analysis: The Housing and Community Services Division has allocated \$13,000 from federal grant funds to purchase the development of a non-court based landlord-tenant mediation program and provision of conflict resolution/landlord-tenant mediation services from the City of Portland, Office of Neighborhood Associations, Neighborhood Mediation Center. These services are part of a homelessness prevention project, which focuses on reduction of evictions as a means to prevent homelessness.

III. Financial Impact: The contract funding level is \$13,000, grant funds.

IV. Legal Issues: None

V. Controversial Issues: None

VI. Link to Current County Policies: The Board approved the grant application to establish a systematic approach to reducing homelessness through eviction prevention. The federal grant funds pay primarily for infrastructure development, with caps on the amount of direct service possible. This eviction prevention strategy is part of the County-approved program.

VII. Citizen Participation: A Landlord-Tenant Task Force has been created as part of and to oversee this project.

VIII. Other Government Participation: The contractor is the City of Portland. The grant which funds the project was a joint effort between the County and the Housing Authority of Portland.

nmc.srs



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 104354

Amendment # --

<p style="text-align: center;">CLASS I</p> <p><input checked="" type="checkbox"/> Professional Services under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input type="checkbox"/> Intergovernmental Agreement</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-6</u> DATE <u>1/6/94</u> <u>DEB BOGSTAD</u></p> <p style="text-align: center;">BOARD CLERK</p>
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Department Social Services Division Housing Date 12/13/93

Contract Originator Barbara Willer Phone 5464 Bldg/Room 161/2

Administrative Contact Sheila Conroy Phone 5464 Bldg/Room 161/2

Description of Contract Contractor will develop and implement a landlord-tenant mediation program in conjunction with the family and community partnership project participants.

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

ORS/AR # _____ Contractor is MBE WBE ORF

<p>Contractor Name <u>Neighborhood Mediation Center/City of Portland</u></p> <p>Mailing Address <u>4815 NE 7th Avenue</u> <u>Portland OR 97211</u></p> <p>Phone <u>823-3152</u></p> <p>Employer ID# or SS# _____</p> <p>Effective Date <u>Upon Execution</u></p> <p>Termination Date <u>June 30, 1994</u></p> <p>Original Contract Amount \$ _____</p> <p>Total Amount of Previous Amendments \$ _____</p> <p>Amount of Amendment \$ _____</p> <p>Total Amount of Agreement \$ <u>12,000</u></p>	<p>Remittance Address _____ (If Different)</p> <p>Payment Schedule <u>Contract Execution</u></p> <p><input checked="" type="checkbox"/> Lump Sum \$ <u>4,000</u> <input type="checkbox"/> Due on receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input checked="" type="checkbox"/> Other \$ <u>8,000</u> <input checked="" type="checkbox"/> Other Invoice</p> <p><input type="checkbox"/> Requirements contract - Requisition required.</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p>
---	--

REQUIRED SIGNATURES:

Department Manager *Reginald A. Z...*

Purchasing Director (Class II Contracts Only) _____

County Counsel *William O. Ryan*

County Chair / Sheriff *William O. Ryan*

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

Encumber: Yes No

Date 12/17/93

Date _____

Date 12/21/93

Date January 6, 1994

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.	156	010	1732		CA01	6060		173	SAPM	12,000	
02.								173	HHS FCS		
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION CANARY - INITIATOR PINK - FINANCE

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into upon execution, by and between MULTNOMAH COUNTY, a home rule political subdivision of the State of Oregon and:

Neighborhood Mediation Center, Office of Neighborhood Associations
City of Portland
4815 NE 7th
Portland, Oregon 97211 (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY's Housing and Community Services Division requires services which CONTRACTOR is capable of providing, under terms and conditions hereinafter described, and

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

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

1. Term.

The term of this Agreement shall be from execution through June 30, 1994, unless sooner terminated under the provisions hereof.

2. Services.

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

A. To develop and implement a landlord-tenant mediation program in conjunction with the Family and Community Partnership Project participants, to include but not be limited to:

- 1) Assign staff person to develop and implement the program and act as liaison to the County.
- 2) Develop a job description for the staff person and create timelines in conjunction with the County coordinator for the project.
- 3) Take the lead on the development of the mediation program and work with a committee designated by the County to draft a mediation plan to be reviewed by the Landlord-Tenant Task Force.
- 4) Participate as a member of the Landlord-Tenant Task Force.
- 5) Review other landlord-tenant non-court mediation programs nationally and incorporate parts of programs that are effective into a Multnomah County program.

B. To provide conflict resolution and/or mediation services at a cost of \$50 per case up to a limit of \$8,000, which may be renegotiated when the \$8,000 allotment is expended.

3. Compensation.

A. COUNTY agrees to pay CONTRACTOR up to \$4,000 for the development and implementation of the landlord-tenant mediation program, payable upon execution of the contract.

B. COUNTY agrees to pay CONTRACTOR up to \$8,000 for conflict resolution and/or mediation services, upon receipt of an invoice and documentation that services occurred.

C. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Agreement. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce contract funding accordingly. COUNTY will notify CONTRACTOR as soon as it receives notification from funding source.

4. CONTRACTOR is Independent Contractor.

A. CONTRACTOR shall be an independent contractor for all purposes and shall be entitled to no compensation other than all the compensation provided for under paragraph 3 of this Agreement.

B. CONTRACTOR acknowledges responsibility for liability arising out of the performance of this Agreement and shall defend and hold COUNTY harmless from and indemnify COUNTY for any and all liability, settlements, loss, costs and expenses in connection with any action, suit or claim resulting or allegedly resulting from activities under or services provided pursuant to this Agreement.

5. Workers' Compensation Insurance

A. CONTRACTOR shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. Out-of-state employers must provide Oregon Worker's Compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Contractors who perform the work without assistance or labor of any employee need not obtain such coverage. A certificate showing current Workers' Compensation insurance, or copy thereof, is attached to this Agreement and is incorporated herein as part of this Agreement.

B. In the event that CONTRACTOR's Workers' Compensation insurance coverage is due to expire during the term of this Agreement, CONTRACTOR agrees to renew such insurance before such expiration and to provide COUNTY a certificate of Workers' Compensation insurance coverage under such renewal contracts.

6. Contractor Identification.

CONTRACTOR shall furnish to COUNTY its employer identification number, as designated by the Internal Revenue Service, or CONTRACTOR's Social Security Number, as COUNTY deems applicable.

7. Subcontracts and Assignment.

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

8. Access to Records.

COUNTY shall have access to such books, documents, papers, and records of CONTRACTOR as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

9. Work is Property of County

All work performed by CONTRACTOR under this contract shall be the property of the COUNTY.

10. Adherence to Law.

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

B. Unless exempted under the rules, regulations and relevant orders of the Secretary of Labor, 41 CFR, Ch. 60, CONTRACTOR agrees to comply with all provisions of Executive Order No. 11246 as amended by Executive Order No. 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 CFR 84.4, which states, "No qualified person shall, on the basis of handicap, be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance." CONTRACTOR will also comply with all applicable laws, rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

C. Pursuant to the requirements of Section 1352 of Public Law 101-121, the CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

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

2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the CONTRACTOR agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

D. By signature on this contract, CONTRACTOR certifies compliance with the requirements of the federal "Drug-Free Workplace Act of 1988."

11. Modification.

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

12. Integration.

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

13. Non-Violation of Tax Laws.

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

14. Early Termination.

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

1) Immediately upon mutual written consent of the parties, or at such time as the parties agree; or

2) By either party upon 30 days' written notice to the other, delivered by certified mail or in person.

B. Payment of CONTRACTOR shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this Agreement.

C. Termination under any provision of this paragraph shall not affect any right, obligation or liability of CONTRACTOR or COUNTY which accrued prior to such termination.

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

MULTNOMAH COUNTY, OREGON

CITY OF PORTLAND

BY [Signature] 12/17/93
Director Date
Housing & Community Svc Division

By _____
Commissioner-in-Charge Date

BY [Signature] 1/6/94
Beverly Stein Date
Multnomah County Chair

REVIEWED:
LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

APPROVED AS TO FORM:
Jeffrey L. Rogers, City Attorney

BY [Signature] 12/21/93
Date

By _____
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-6 DATE 1/6/94
DEB BOGSTAD
BOARD CLERK

MEETING DATE: JAN 06 1994

AGENDA NO: R-7

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Housing Allowance for Chaplains Serving the County Jails

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: 1/10/94 per Heio P & Larry
~~December 16, 1993~~

Amount of Time Needed: 5 - 10 minutes

DEPARTMENT: Sheriff's Office DIVISION: Corrections

CONTACT: Larry Aab TELEPHONE #: 251-2489
BLDG/ROOM #: 313/231

PERSON(S) MAKING PRESENTATION: Bob Skipper, Sheriff

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

SIGNATURES REQUIRED:

This is to request an approval of resolution in the matter of a housing allowance for chaplains serving the County Jails.

1/10/94 copy to Larry Aab

ELECTED OFFICIAL: Bob Skipper

OR

DEPARTMENT MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 DEC 20 AM 10:54

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LARRY AAB, Fiscal Manager

TODAY'S DATE: December 3, 1993

REQUESTED PLACEMENT DATE: December 16, 1993

RE: HOUSING ALLOWANCE FOR CHAPLAINS SERVING THE COUNTY JAILS

- I. Recommendation/Action Requested: Request approval of resolution in the matter of a housing allowance for chaplains serving the County Jails.

- II. Background/Analysis: IRS Code 26, USC 107 (2) allows clergy to exclude from calculation of their gross income the housing allowance paid as a part of their compensation, to the extent used by them to rent or provide a home. This is a traditional allowance in order to allow members of clergy who are not provided a parsonage home to receive the same benefit as those who do. This will be the third year that the Board has acted on this resolution. The matter was researched by the KPMG Peat Marwick Accounting firm in 1992 and was determined to be applicable to employed Chaplains of the Sheriff's Office. A requirement of the IRS code is that the governing board make an official designation of the compensation allowance. In the event of audit, proof of expenses to rent or provide a home is the burden of the individual chaplain.

- III. Financial Impact: None

- IV. Legal Issues: IRS Code 26, USC 107 (2). Issues of application were researched by the accounting firm of KPMG Peat Marwick (copy attached).

- V. Controversial Issues: None Known

STAFF REPORT SUPPLEMENT
PAGE 2

VI. Link to Current County Policies: N/A

VII. Citizen Participation: N/A

VIII. Other Government Participation: N/A

Certified Public Accountants

Suite 2000
1211 South West Fifth Avenue
Portland, OR 97204

Telephone 503 221 6500

Telefax 503 223 0162

April 28, 1992

PRIVATE

Mr. Larry A. Aab, Manager
Management & Fiscal Service Section
Multnomah County, Oregon
12240 N.E. Glisan
Portland, Oregon 97230

Dear Larry:

You have requested guidance on the taxability and related aspects of a housing allowance given to chaplains who provide service to the Multnomah County Sheriff's office. Specifically, you requested the following:

1. Under what circumstances, if any, are housing allowances paid to chaplains exempt from income tax;
2. What are the employer's (Multnomah County) responsibilities related to:
 - A. Monitoring the chaplain's use of the housing allowance;
 - B. Withholdings for federal income tax, Social Security, and Tri-Met taxes on the housing allowance; or
 - C. Informational reporting to the Internal Revenue Service of the housing allowance.

Facts

Multnomah County uses the services of chaplains in the sheriff's department to counsel prisoners and employees. The chaplains are not provided housing. No part of their compensation is currently designated as rental or housing allowance.



Mr. Larry A. Aab, Manager
Management & Fiscal Service Section
April 28, 1992
Page 2

Tax-Exempt Housing Allowance

We conclude that housing allowances paid to a qualified minister are exempt from the gross income of the individual chaplains. This conclusion is conditional on meeting three requirements:

1. The home or rental allowance must be provided as remuneration for services which are ordinarily the duties of a duly ordained minister. Services performed by a qualified minister as an employee of the United States or a state, territory, or a political subdivision of any of the foregoing, is in the exercise of his ministry provided the services performed include such services as are ordinarily the duties of a minister.
2. The home or rental allowance must be designated as such pursuant to official action taken in advance of such payment by the employing qualified organization (Multnomah County). The designation of an amount as rental allowance may be evidenced in the following ways:
 - A. Inclusion in an employment contract.
 - B. Inclusion in an organization's budget.
 - C. Inclusion in any other appropriate instrument evidencing official action.
3. The allowance so designated is excluded only to the extent that it is used to rent or provide a home for the chaplains as follows:
 - A. For rent of a home;
 - B. For purchase of a home; and
 - C. For expenses directly related to providing a home.

Expenses for food and servants are not considered for this purpose to be directly related to providing a home.

Multnomah County's Responsibilities

1. While the employer is not required to monitor the use of the housing allowance, it is recommended that Multnomah County advise the employee in writing of the proper uses of the funds and his responsibility to report as taxable income if not used properly. We recommend this communication at the start of the program and annually in a statement attached to the individuals' W-2's.

Mr. Larry A. Aab, Manager
Management & Fiscal Service Section
April 28, 1992
Page 3

2. All wages, including housing allowances, paid to a qualified minister in the exercise of his ministry are exempt from federal income tax withholdings, Federal Insurance Contributions Act (FICA) tax, and Tri-Met taxes. However, the chaplains may voluntarily request to have the federal income tax withheld by submission of a W-4 to Multnomah County.

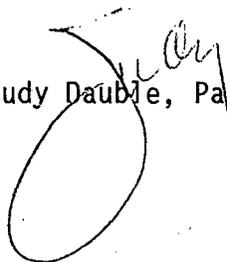
Generally, ministers, members of religious orders, and Christian Science practitioners are treated as self-employed individuals for purposes of the Self-Employment Contributions Act (SECA) taxes. This explains why their wages are not subject to FICA taxes. However, the housing allowance that is excludable from their gross income is not excludable from self-employment earnings. This must be conveyed to the chaplains in the statement to them mentioned in Item 1 above.

3. The chaplains' wages exclusive of the housing allowance should be entered in Box 10 of Form W-2 issued annually. The housing allowance should be separately stated in Box 18 of Form W-2, with an explanation in the attached statement (discussed in Item 1 above) that this amount is to be included in self-employment earnings, and not in the gross income, of the individual.

Please contact us if you have any questions or need further assistance.

Very truly yours,

KPMG PEAT MARWICK


Judy Dauble, Partner

JD:sdw
minister.jd

cc: Jean Uzelac

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF MULTNOMAH COUNTY, OREGON

In the Matter Of A Housing)
Allowance For Chaplains)
Serving The County Jails)

RESOLUTION
94-8

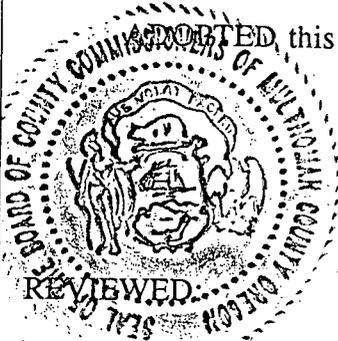
WHEREAS, the Multnomah County Sheriff's Office employs Joyce Borders and Louis Kyle as chaplains serving inmates and employees at the County jails, and

WHEREAS, the Sheriff's Office does not provide housing to either chaplain, and

WHEREAS, 26, USC 107(2) allows clergy to exclude from the calculation of their gross income the housing allowance paid as part of their compensation, to the extent used by them to rent or provide a home, now

THEREFORE BE IT RESOLVED, that Joyce Borders be allowed to designate \$4,500.00 of her compensation as a housing allowance for calendar year 1994, and that Lewis Kyle be allowed to designate \$8,000.00 per annum of his compensation as a housing allowance for calendar year 1994, subject to requirements and limitations of internal revenue law.

ADOPTED this 6th day of January, 1994.



By Beverly Stein
BEVERLY STEIN, COUNTY CHAIR
MULTNOMAH COUNTY, OREGON

LAURENCE KRESSEL, COUNTY COUNSEL
MULTNOMAH COUNTY, OREGON

By Jacqueline Weber
JACQUELINE WEBER
ASSISTANT COUNTY COUNSEL

MEETING DATE: JAN 06 1994

AGENDA NO: R-8

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Order to Designate Property for use as a Community Family Resource Center.

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: January 6, 1994

Amount of Time Needed: 20 min.

DEPARTMENT: DES **DIVISION:** Facilities & Property Management

CONTACT: Tanya Collier **TELEPHONE #:** 248-5217
BLDG/ROOM #: 106/1500

PERSON(S) MAKING PRESENTATION: Commissioner Tanya Collier

ACTION REQUESTED:

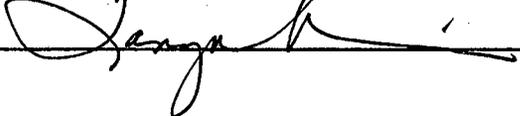
INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Attached is a proposed Order with background information to designate 3 parcels of tax foreclosed property for a continuing public use. Upon completion, the Brentwood-Darlington Community Family Resource Center will provide recreational health and social services for residents of the Brentwood-Darlington Neighborhood in conjunction with the adjacent Brentwood-Darlington Safety Action Team Office which is now providing public safety services.

1/10/94 copies to Tanya Collier & Bev Scott,
Tax Title & **SIGNATURES REQUIRED:** Patrick Jones -

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 DEC 21 PM 12:38
LST

ELECTED OFFICIAL:  _____
OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

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

In the Matter of Designating Property acquired)
through Foreclosure of Delinquent Taxes for Use)
as the Brentwood-Darlington Community Family) **ORDER**
Resource Center) 94-9

WHEREAS, there is a need for recreational, social and health services in the Brentwood-Darlington neighborhood; and

WHEREAS, the tax foreclosed property described on attached Exhibit A has been requested on which to build a facility to provide for those needs; and

WHEREAS, Oregon law allows retention of tax foreclosed property for public use; and

WHEREAS, the City of Portland consented to the use of the property listed on attached Exhibit B for the purpose of building a Community Family Resource Center on September 29, 1993; and

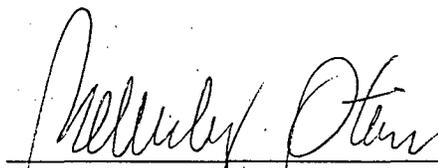
WHEREAS, the Board determines that using this property for community recreational, social and health services will be in the public interest and for a public purpose;

NOW, THEREFORE IT IS HEREBY ORDERED that the property on attached Exhibit A be retained by Multnomah County for use as a Community Family Resource Center.

IT IS HEREBY FURTHER ORDERED THAT Multnomah County, Department of Environmental Services, Tax Title Unit, supervise the property and maintain it to County standards until the property or operational responsibility is transferred.

ADOPTED this 6 day of January 1994.





Beverly Stein, Chair
Multnomah County, Oregon

REVIEWED:

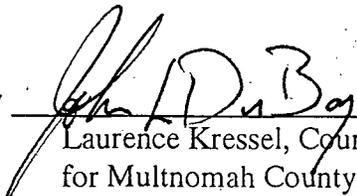
By  for
Laurence Kressel, County Counsel
for Multnomah County, Oregon

EXHIBIT A

DARLINGTON

The Southeasterly 40 feet of Lot 2, Block 25, Except the Northeasterly 100 feet when measured along the Northwesterly and Southeasterly lot lines of that portion of Lot 2, Block 25, DARLINGTON, PLAT #3, lying Southeasterly of a line drawn 40 feet Northwesterly from and parallel with the lot line common to Lots 2 and 3, Multnomah County, Oregon.

DARLINGTON

Lot 3, Block 25, Multnomah County, Oregon.

DARLINGTON

Except the Northeasterly 105' of the Southeasterly 50' of lot 4, Block 25, Multnomah County, Oregon.

RESOLUTION NO. **35195**

Approve use by Multnomah County of three tax-foreclosed properties as a park or recreational area in conjunction with its Brentwood-Darlington Safety Action Team Office. (Resolution)

WHEREAS, ORS 275-320 provides for use of tax-foreclosed property by a County for park or recreational purposes with the approval of the incorporated city within whose boundaries the property lies; and

WHEREAS, Multnomah County has title to the following properties:

TL # 8 OF LOT 2, BLOCK 25, DARLINGTON (4,444 SF)

LOT 3, BLOCK 25, DARLINGTON (20,461 SF)

EXC NELY 105' OF SELY 50' OF LOT 4, BLOCK 25, DARLINGTON (14,250 SF); and

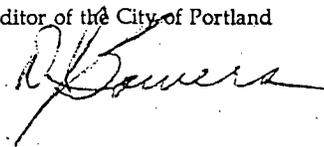
WHEREAS, the properties are wholly within the City of Portland, Oregon; and

WHEREAS, the properties will be developed by Multnomah County to take advantage of the proximity of the Brentwood-Darlington Safety Action Team office to provide community recreational facilities.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Portland, a municipal corporation of the State of Oregon, that the Council approves the designation of these properties by Multnomah County as a park or recreational area.

Adopted by Council, **SEP 29 1993**

Commissioner Hales
Fontaine Hagedorn
September 21, 1993

Barbara Clark
Auditor of the City of Portland
By  Deputy