

MINUTES
MULTNOMAH COUNTY BOARD OF COMMISSIONERS
JUNE 14, 1990 MEETING

Chair Gladys McCoy convened the meeting at 9:45 a.m., with Commissioners Pauline Anderson, Rick Bauman and Sharron Kelley present, and Vice-Chair Gretchen Kafoury absent.

R-1 In the Matter of Ratification of an Amendment to the Collective Bargaining Agreement Between Multnomah County and Multnomah County Employees Union Local 88, AFSCME, AFL-CIO Concerning Pay Equity

Labor Relations Manager Kenneth Upton advised he was pleased to present the amendment implementing the requirements of Article 14 of the Agreement regarding pay equity and reported that the amendment is a balanced approach to pay equity which takes into account the fiscal needs of the government and the need for continuing service delivery and balances that against the needs for employees to have a fair and equitable compensation system, and which will insure that future gross inequities in the pay system will not occur. Mr. Upton advised the County is providing funding in accordance with the labor contract in excess of \$700,000 and will set aside approximately \$1.5 million for associated future annual costs. Mr. Upton reported that increased wages over the cost of living will be provided to approximately 400 employees identified by the results of the Point Factor Study, and commended the Employee Services Department, Susan Ayers and Colette Umbras, Ellen Ullrick of Labor Relations, and Union officials Arlene Collins, Joe Devlaeminck, Chuck Moss, and Linda Davis for their hard work in bringing the issue to closure.

Arlene Collins, president of AFSCME Local 88, reported she was extremely pleased to see an end to the difficult and delicate negotiations in dealing with the personal issue of employee salaries after a year and a half of very hard work. Ms. Collins thanked Colette Umbras, Margaret Bax and Susan Ayers for their help and guidance; expressed appreciation to Jim Munz and Joe Devlaeminck for their technical assistance; and thanked the Board for its assistance.

UPON MOTION of Commissioner Anderson, seconded by Commissioner Kelley, R-1 was UNANIMOUSLY APPROVED.

Commissioner Anderson expressed her gratitude to the negotiators for their good work in coming to a mutually satisfactory agreement which makes the County a fair employer.

Commissioner Anderson introduced R-2 and R-3, advising that R-2 was for the Commercial Securites Building and R-3 was for the Postal Credit Union Building.

R-2 Resolution in the Matter of Authorizing and Approving of the Issuance and Negotiated Sale of the Series 1990B Taxable Certificates of Participation; Approving and Authorizing the Certificate Purchase Agreement, the Lease-Purchase and Escrow Agreement, and the Preliminary Official Statement and Official Statement; and Designating an Authorized Officer

UPON MOTION of Commissioner Anderson, seconded by Commissioner Bauman, Resolution 90-88 was APPROVED, with Commissioner Kelley voting nay.

- R-3 Resolution in the Matter of Authorizing and Approving of the Issuance and Negotiated Sale of the Series 1990C Tax Exempt Certificates of Participation, Approving and Authorizing Certificate Purchase Agreement, the Lease-Purchase and Escrow Agreement, and the Preliminary Official Statement and Official Statement; and Designating an Authorized Officer

UPON MOTION of Commissioner Anderson, seconded by Commissioner Bauman, RESOLUTION 90-89 was UNANIMOUSLY APPROVED.

- R-4 Resolution in the Matter of Accepting the Award of a Grant and Loan from the Oregon Economic Development Department for the Interchange Improvement at NE 223rd and Marine Drive

- R-5 In the Matter of Ratification of an Intergovernmental Agreement Between the State of Oregon Economic Development Department and Multnomah County for Financial Assistance of \$148,000 in a Grant and Loan from the Special Public Works Fund for the Improvement of NE 223rd and Marine Drive

UPON MOTION of Commissioner Anderson, seconded by Commissioner Bauman, R-4 (Resolution 90-90) and R-5 were UNANIMOUSLY APPROVED.

- R-6 In the Matter of Ratification of a Contract Between Multnomah County and James River Corporation Concerning Compensation to Multnomah County of Approximately One-Third of the Costs of the Improvement of the Interchange at NE 223rd and Marine Drive

UPON MOTION of Commissioner Anderson, seconded by Commissioner Kelley, R-6 was UNANIMOUSLY APPROVED.

- R-7 Notice of Intent to Apply for a Social Security Administration Supplemental Security Income Outreach Demonstration Grant

Department of Human Services Director Duane Zussy, reported that this grant would allow the use of bilingual and bi-cultural workers to reach some 1,000 ethnic minority elderly individuals entitled to Supplemental Security Income payments who have not applied for them and are living under very difficult conditions as a result. Mr. Zussy advised the grant would provide \$233,000 and would require an \$11,500 in kind match from the County using monies already within the approved budget.

UPON MOTION of Commissioner Kelley, seconded by Commissioner Anderson, R-7 was UNANIMOUSLY APPROVED.

- R-8 Notice of Intent to Apply for a Grant from the Department of Health and Human Services, Public Health Service and Bureau of Health Care Delivery and Assistance, for Enhanced HIV/AIDS Outpatient Care

UPON MOTION of Commissioner Bauman, seconded by Commissioner Kelley, R-8 was UNANIMOUSLY APPROVED.

R-9 In the Matter of Ratification of an Intergovernmental Agreement Between Multnomah County and the State of Oregon Adult and Family Services Division Authorizing County Reimbursement for Dental Services Provided to Title 19 Clients

UPON MOTION of Commissioner Bauman, seconded by Commissioner Kelley, R-9 was UNANIMOUSLY APPROVED.

R-10 Second Reading and Possible Adoption of an ORDINANCE Amending MCC 7.20, Nuisances, to Delete Certain Provisions and to Change Certain Definitions and to Regulate Vacant and Unsecured Buildings

Commissioner Kelley read the proposed Ordinance by title only. Copies of the complete document were available for those wishing them. Commissioner Kelley reported that staff has not had time to address the suggestions of a citizen who testified at the first reading and recommended that the Board approve the Ordinance before them today and look for amendments at a later date.

UPON MOTION of Commissioner Kelley, seconded by Commissioner Anderson, Ordinance 653 was UNANIMOUSLY APPROVED.

R-11 Resolution in the Matter of Supporting the Efforts of Local Charitable Recycling Agencies and Encouraging the Metropolitan Service District to Reduce the Solid Waste Disposal Costs of These Agencies While Encouraging Their Recycling Contributions

Commissioner Anderson moved and Commissioner Bauman seconded, for approval of R-11.

Tim Hornbecker, Executive Director of the St. Vincent de Paul Society submitted and read a prepared statement advising that last year Coalition members collected 14,000 tons of used clothing and household items, half of which member organizations were able to put to use. Mr. Hornbecker discussed the cost of having unrecyclable items shipped to landfills and advised that as non-profit entities they are requesting a permanent freeze of current disposal rates to enable member organizations to continue and improve their recycling efforts. In response to a request of Chair McCoy, Mr. Hornbecker read a portion of the proposed Resolution urging the Council of the Metropolitan Service District to institute rate relief and support for the Coalition of Charitable Non-Profit Rehabilitation organizations.

Cheri Gallison of Goodwill Industries, submitted copies of a Fact Sheet for the Coalition and a recycling spreadsheet, and discussed the types of individuals who obtain vocational rehabilitation and other programs from Goodwill, the various outside employment positions Goodwill clients are placed into, and how funding is obtained to pay for those services, the majority of which is through the reuse and recycling of used goods. Ms. Gallison advised that an increase in the trash disposal fees would diminish Goodwill's ability to continue those services.

Captain Mary Lynn Rodale of The Salvation Army, discussed a work therapy program supported completely by their thrift stores and sale of donated items and urged the Board to adopt the proposed Resolution.

Resolution 90-91 was UNANIMOUSLY APPROVED.

R-12 Second Reading and Possible Adoption of an ORDINANCE Expanding the Scope of the "Percent for Art" Acquisition Program; Amending MCC Chapter 11.90

Chair McCoy read the proposed Ordinance by title only. Copies of the complete document were available for those wishing them.

UPON MOTION of Commissioner Anderson, seconded by Commissioner Bauman, Ordinance 654 was APPROVED, with Commissioner Kelley voting nay.

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

OFFICE OF THE BOARD CLERK
for MULTNOMAH COUNTY, OREGON

By DEBORAH CROCIERS

0794C/5-8/dr

ANNOTATED AGENDA

Tuesday, June 12, 1990 - 9:00 AM to 12:00 PM
Multnomah County Courthouse, Room 602

WORK SESSION

1. Follow Up on Policy Development Committee Meeting of June 6, 1990

DISCUSSION ON PROPOSED FUNDING OPTIONS FOR JUVENILE DETENTION FACILITY AND PROGRAMS; STATE COURT VIEW OF FUNDING PRIORITIES; AND PLANNING AND BUDGET OVERVIEW AND PROPOSED RECOMMENDATIONS. BOARD TO REVIEW BUDGET FOR POSSIBLE ADJUSTMENTS TO SUPPORT CERTAIN JUVENILE JUSTICE DETENTION FACILITY AND/OR PROGRAMS. WORK SESSION CONTINUED TO THURSDAY, JUNE 14, 1990, FOLLOWING FORMAL AGENDA.

Tuesday, June 12, 1990 - 1:30 PM
Multnomah County Courthouse, Room 602

INFORMAL BRIEFINGS

2. Briefing on Emergency Medical Services Financial Support and Policy Direction. Presented by Joe Acker

STAFF DIRECTED TO FURNISH BOARD WITH INFORMATION ITEMIZING STAFF'S PROPOSED \$226,000 EMS BUDGET; PROVIDE BOARD WITH STAFF RECOMMENDATIONS FOR EMS BUDGETARY CUTS; AND TO CONTACT AMBULANCE SERVICE PROVIDERS FOR THEIR INPUT ON FUNDING OPTIONS PRIOR TO THURSDAY, JUNE 14, 1990. WORK SESSION SCHEDULED FOR THURSDAY, JUNE 14, 1990, FOLLOWING FORMAL AGENDA.

3. Informal Review of Formal Agenda of June 14, 1990

STAFF ADVISED THAT TECHNICAL AMENDMENTS WERE MADE TO R-1 WHICH WILL BE PRESENTED ON THURSDAY.

Thursday, June 14, 1990 - 9:00 AM
Multnomah County Courthouse, Room 602

EXECUTIVE SESSION

1. The Multnomah County Board of Commissioners will meet in Executive Session pursuant to ORS 192.660(1)(e) for the purpose of discussing certain real property transactions

EXECUTIVE SESSION HELD.

Thursday, June 14, 1990 - 9:30 AM
Multnomah County Courthouse, Room 602

FORMAL MEETING

DEPARTMENT OF GENERAL SERVICES

- R-1 In the Matter of Ratification of an Amendment to the Collective Bargaining Agreement Between Multnomah County and Multnomah County Employees Union Local 88, AFSCME, AFL-CIO Concerning Pay Equity (TIME CERTAIN 9:30 AM)

APPROVED.

- R-2 Resolution in the Matter of Authorizing and Approving of the Issuance and Negotiated Sale of the Series 1990B Taxable Certificates of Participation; Approving and Authorizing the Certificate Purchase Agreement, the Lease-Purchase and Escrow Agreement, and the Preliminary Official Statement and Official Statement; and Designating an Authorized Officer

RESOLUTION 90-88 APPROVED.

- R-3 Resolution in the Matter of Authorizing and Approving of the Issuance and Negotiated Sale of the Series 1990C Tax Exempt Certificates of Participation, Approving and Authorizing Certificate Purchase Agreement, the Lease-Purchase and Escrow Agreement, and the Preliminary Official Statement and Official Statement; and Designating an Authorized Officer

RESOLUTION 90-89 APPROVED.

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-4 Resolution in the Matter of Accepting the Award of a Grant and Loan from the Oregon Economic Development Department for the Interchange Improvement at NE 223rd and Marine Drive

RESOLUTION 90-90 APPROVED.

- R-5 In the Matter of Ratification of an Intergovernmental Agreement Between the State of Oregon Economic Development Department and Multnomah County for Financial Assistance of \$148,000 in a Grant and Loan from the Special Public Works Fund for the Improvement of NE 223rd and Marine Drive

APPROVED.

- R-6 In the Matter of Ratification of a Contract Between Multnomah County and James River Corporation Concerning Compensation to Multnomah County of Approximately One-Third of the Costs of the Improvement of the Interchange at NE 223rd and Marine Drive

APPROVED.

DEPARTMENT OF HUMAN SERVICES

- R-7 Notice of Intent to Apply for a Social Security Administration Supplemental Security Income Outreach Demonstration Grant

APPROVED.

- R-8 Notice of Intent to Apply for a Grant from the Department of Health and Human Services, Public Health Service and Bureau of Health Care Delivery and Assistance, for Enhanced HIV/AIDS Outpatient Care

APPROVED.

- R-9 In the Matter of Ratification of an Intergovernmental Agreement Between Multnomah County and the State of Oregon Adult and Family Services Division Authorizing County Reimbursement for Dental Services Provided to Title 19 Clients

APPROVED.

- R-10 Second Reading and Possible Adoption of an ORDINANCE Amending MCC 7.20, Nuisances, to Delete Certain Provisions and to Include New Definitions and to Regulate Solid Wastes and Hazardous Materials on Private Property and Vacant and Unsecured Buildings

ORDINANCE 653 APPROVED. AN ORDINANCE AMENDING MCC 7.20, NUISANCES, TO DELETE CERTAIN PROVISIONS AND TO CHANGE CERTAIN DEFINITIONS AND TO REGULATE VACANT AND UNSECURED BUILDINGS.

NON-DEPARTMENTAL

- R-11 Resolution in the Matter of Supporting the Efforts of Local Charitable Recycling Agencies and Encouraging the Metropolitan Service District to Reduce the Solid Waste Disposal Costs of These Agencies While Encouraging Their Recycling Contributions

RESOLUTION 90-91 APPROVED.

- R-12 Second Reading and Possible Adoption of an ORDINANCE Expanding the Scope of the "Percent for Art" Acquisition Program; Amending MCC Chapter 11.90

ORDINANCE 654 APPROVED.

SUPPLEMENTAL AGENDA

Thursday, June 14, 1990 - AM Following Formal
Multnomah County Courthouse, Room 602

WORK SESSIONS

1. Follow up on Policy Development Committee Meeting of June 6, 1990 (Continued from June 12, 1990)

BOARD MEMBERS TO PRESENT PROPOSED FUNDING AMENDMENTS IN THE \$583,000 TO \$839,000 RANGE. WORK SESSION CONTINUED TO TUESDAY, JUNE 19, 1990, FOLLOWING INFORMAL AGENDA REVIEW.

2. Discussion on Proposed Emergency Medical Services Financial Support Options (Continued from June 12, 1990)

STAFF REPORTED ON PRELIMINARY NEGOTIATIONS WITH EMERGENCY SERVICE PROVIDERS AND ADVISED OF UPCOMING MEETING. STAFF FURNISHED BOARD WITH EMS BUDGET INFORMATION AND ADVISED THAT EMS WILL PRESENT PROPOSED FUNDING RECOMMENDATIONS TO THE BOARD ON TUESDAY, JUNE 26, 1990.

Thursday, June 14, 1990 - 2:00 PM
Hearing Room C, Portland Building

PUBLIC HEARING

Review and Hearing on the 1990-91 Budgets for Multnomah County and the Service Districts Before the Multnomah County Tax Supervising and Conservation Commission

Thursday, June 14, 1990 - 7:00 PM
Multnomah County Hansen Building Auditorium
12240 NE Glisan Street
Portland, Oregon

PUBLIC HEARING

Public Hearing Before the Multnomah County Board of Commissioners for the Purpose of Discussing Justice Facilities Proposals



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • CHAIR • 248-3308
PAULINE ANDERSON • DISTRICT 1 • 248-5220
GRETCHEN KAFOURY • DISTRICT 2 • 248-5219
RICK BAUMAN • DISTRICT 3 • 248-5217
SHARRON KELLEY • DISTRICT 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

JUNE 11 - 15, 1990

Tuesday, June 12, 1990 - 9:00 AM - Work Session. Page 2
Tuesday, June 12, 1990 - 1:30 PM - Informal Briefings. . . Page 2
Thursday, June 14, 1990 - 9:00 AM - Executive Session. . . Page 2
Thursday, June 14, 1990 - 9:30 AM - Formal Meeting Page 3
Thursday, June 14, 1990 - 2:00 PM - 1990-91 Public Hearing
Tax Supervising & Conservation Commission . . . Page 4
Thursday, June 14, 1990 - 7:00 PM - Public Hearing Page 5

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

Thursday, 10:00 PM, Channel 11 for East and West side subscribers
Friday, 6:00 PM, Channel 27 for Paragon Cable (Multnomah East) subscribers
Saturday 12:00 PM, Channel 21 for East Portland and East County subscribers

Tuesday, June 12, 1990 - 9:00 AM to 12:00 PM

Multnomah County Courthouse, Room 602

WORK SESSION

1. Follow Up on Policy Development Committee Meeting of June 6, 1990
-

Tuesday, June 12, 1990 - 1:30 PM

Multnomah County Courthouse, Room 602

INFORMAL BRIEFINGS

2. Briefing on Emergency Medical Services Financial Support and Policy Direction. Presented by Joe Acker
3. Informal Review of Formal Agenda of June 14, 1990

PUBLIC TESTIMONY WILL NOT BE TAKEN AT INFORMAL MEETINGS

Thursday, June 14, 1990 - 9:00 AM

Multnomah County Courthouse, Room 602

EXECUTIVE SESSION

1. The Multnomah County Board of Commissioners will meet in Executive Session pursuant to ORS 192.660(1)(e) for the purpose of discussing certain real property transactions
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Thursday, June 14, 1990 - 9:30 AM

Multnomah County Courthouse, Room 602

FORMAL MEETING

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- R-3 Resolution in the Matter of Authorizing and Approving of the Issuance and Negotiated Sale of the Series 1990C Tax Exempt Certificates of Participation, Approving and Authorizing Certificate Purchase Agreement, the Lease-Purchase and Escrow Agreement, and the Preliminary Official Statement and Official Statement; and Designating an Authorized Officer

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-4 Resolution in the Matter of Accepting the Award of a Grant and Loan from the Oregon Economic Development Department for the Interchange Improvement at NE 223rd and Marine Drive
- R-5 In the Matter of Ratification of an Intergovernmental Agreement Between the State of Oregon Economic Development Department and Multnomah County for Financial Assistance of \$148,000 in a Grant and Loan from the Special Public Works Fund for the Improvement of NE 223rd and Marine Drive

DEPARTMENT OF ENVIRONMENTAL SERVICES - continued

- R-6 In the Matter of Ratification of a Contract Between Multnomah County and James River Corporation Concerning Compensation to Multnomah County of Approximately One-Third of the Costs of the Improvement of the Interchange at NE 223rd and Marine Drive

DEPARTMENT OF HUMAN SERVICES

- R-7 Notice of Intent to Apply for a Social Security Administration Supplemental Security Income Outreach Demonstration Grant
- R-8 Notice of Intent to Apply for a Grant from the Department of Health and Human Services, Public Health Service and Bureau of Health Care Delivery and Assistance, for Enhanced HIV/AIDS Outpatient Care
- R-9 In the Matter of Ratification of an Intergovernmental Agreement Between Multnomah County and the State of Oregon Adult and Family Services Division Authorizing County Reimbursement for Dental Services Provided to Title 19 Clients
- R-10 Second Reading and Possible Adoption of an ORDINANCE Amending MCC 7.20, Nuisances, to Delete Certain Provisions and to Include New Definitions and to Regulate Solid Wastes and Hazardous Materials on Private Property and Vacant and Unsecured Buildings

NON-DEPARTMENTAL

- R-11 Resolution in the Matter of Supporting the Efforts of Local Charitable Recycling Agencies and Encouraging the Metropolitan Service District to Reduce the Solid Waste Disposal Costs of These Agencies While Encouraging Their Recycling Contributions
- R-12 Second Reading and Possible Adoption of an ORDINANCE Expanding the Scope of the "Percent for Art" Acquisition Program; Amending MCC Chapter 11.90

Thursday, June 14, 1990 - 2:00 PM

Hearing Room C, Portland Building

PUBLIC HEARING

Review and Hearing on the 1990-91 Budgets for Multnomah County and the Service Districts Before the Multnomah County Tax Supervising and Conservation Commission

Thursday, June 14, 1990 - 7:00 PM

Multnomah County Hansen Building Auditorium
12240 NE Glisan Street
Portland, Oregon

PUBLIC HEARING

Public Hearing Before the Multnomah County Board of
Commissioners for the Purpose of Discussing Justice
Facilities Proposals

0701C/61-65/dr
6/7/90



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

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SHARRON KELLEY • DISTRICT 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

SUPPLEMENTAL AGENDA

Thursday, June 14, 1990 - Following Formal

Multnomah County Courthouse, Room 602

WORK SESSION

1. Follow up on Policy Development Committee Meeting of June 6, 1990 - (Continued from June 12, 1990)

0701C/66/dr
6/12/90



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
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REVISED SUPPLEMENTAL AGENDA

Thursday, June 14, 1990 - AM Following Formal

Multnomah County Courthouse, Room 602

WORK SESSIONS

1. Follow up on Policy Development Committee Meeting of June 6, 1990 - (Continued from June 12, 1990)
2. Discussion on Proposed Emergency Medical Services Financial Support Options - (Continued from June 12, 1990)

0701C/66/dr
6/12/90



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
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MULTNOMAH COUNTY

BOARD OF COUNTY COMMISSIONERS

Will hold public hearings
on the following dates & locations as listed:

Day: Thursday, June 14, 1990
Time: 7:00 PM
Place: Multnomah County Hansen Building,
Auditorium
12240 NE Glisan Street, Portland, Oregon

Day: Monday, June 18, 1990
Time: 7:00 PM
Place: Multnomah Center, Room 14
7688 SW Capitol Highway, Portland, Oregon

Day: Thursday, June 21, 1990
Time: 7:00 PM
Place: Multnomah County
Donald E. Long Home, Main Lobby
1401 NE 68th Avenue, Portland, Oregon

Day: Tuesday, June 26, 1990
Time: 7:00 PM
Place: King Facility, Room 142
4815 NE 7th Avenue, Portland, Oregon ~~97204~~

Day: Thursday, June 28, 1990
Time: 9:45 AM to 10:45 AM
Place: Multnomah County Courthouse, Room 602,
1021 SW 4th Avenue, Portland, Oregon 97204

Public Hearing to discuss Justice Facilities Proposals

for further information contact
the Clerk of the Board's Office
at 248-3277
1021 SW 4th, Room 606
Portland, Oregon 97204

Meeting Date: JUN 14 1990

Agenda No.: #1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Executive Session to discuss real property transaction

BCC Informal _____ BCC Formal 9:00 a.m. 6/14/90 Exec. Session
(date) (date)

DEPARTMENT Nondepartmental DIVISION County Chair's Office

CONTACT Hank Miggins TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION _____

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: _____

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

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

Executive Session to Discuss Real Property Transaction pursuant to
ORS 192.660(1)(e).

CLERK OF
COUNTY
1990 JUN 16 AM 8:47
OREGON

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL *Madeline*

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

TIME CERTAIN REQUESTED

DATE SUBMITTED June 7, 1990

(For Clerk's Use)
Meeting Date JUN 14 1990
Agenda No. R-1

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Amendment for Local 88 Labor Agreement
on Pay Equity

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT General Services DIVISION Labor Relations

CONTACT Kenneth Upton TELEPHONE 248-5135

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Kenneth Upton

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

This amendment changes Article 14.1.d. of the Local 88 contract as per direction of the Board during executive session May 29, 1990. Related provisions of the contract are also amended as required for fairness and consistency.

*6/18/90 Original executed Signature pages
to Ken Upton*

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☐ RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ General Fund

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Lynda Alexander

BUDGET / PERSONNEL _____

COUNTY COUNSEL (Ordinances, Resolution, Agreements, Contracts) [Signature]

OTHER _____

(Purchasing, Facilities Management, etc.)

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

AMENDMENT TO
COLLECTIVE BARGAINING
AGREEMENT

Witnesseth

WHEREAS, Multnomah County, Oregon ("the County") and Multnomah County Employees Union Local 88, AFSCME, AFL-CIO ("the Union") entered into a collective bargaining agreement dated September 1, 1988, effective for the period July 1, 1988 through June 30, 1991, and amended in Application to Library Employees on March 15, 1990, ("the Agreement"), and

WHEREAS, Article 14.1.d. of the Agreement specifies the terms for implementation of Pay Equity for employees in the bargaining unit pursuant to the terms of the Agreement and the consultant's study provided for by RFP #8P0395, and

WHEREAS, the results of the consultant's study and the terms of the Agreement have implications which if fully implemented would violate the parties' shared sense of equity, and

WHEREAS, the parties have developed a modified approach to pay equity which better serves their joint needs,

NOW THEREFORE, it is agreed that the Agreement is amended to add Addendum J, "Implementation of Pay Equity," which constitutes a full and complete implementation of Pay Equity for this bargaining unit and a full implementation of the requirements of Article 14.1.d. of the Agreement.

Except as modified by this Amendment, the Agreement between the parties shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have set their hands
this 14th day of June, 1990.

MULTNOMAH COUNTY EMPLOYEES
UNION, LOCAL 88, AFSCME,
AFL-CIO

BY Arlene Collins
President

BY Walter P. Meas
Vice President

BY Linda Davis
Secretary

BY Joseph J. Dulacumuk
Treasurer

BY Jim Smith
Jim Smith
Council Representative
AFSCME Council 75

NEGOTIATED BY:

BY Kenneth Upton
Kenneth Upton
Labor Relations Manager
Multnomah County, Oregon

Reviewed:

BY Lawrence Kressel
Lawrence Kressel
County Counsel
Multnomah County, Oregon
408LABREL

MULTNOMAH COUNTY, OREGON
CHAIR

BY Gladys McCoy
County Chair

MULTNOMAH COUNTY, OREGON
BOARD OF COUNTY COMMISSIONERS

BY Haueline Anderson
Commissioner

BY _____
Commissioner

BY Sharon Kelly
Commissioner

BY Paul Burr
Commissioner

BY Paul Borne
Auditor

BY Michael S. Smith
District Attorney

BY Robert G. Soper
Sheriff

ADDENDUM JIMPLEMENTATION OF PAY EQUITY1. Classifications

The classifications and allocations cited in Attachment 1, which by this reference is made a part hereof, are accepted by the parties as a complete and correct system of classification and allocation of all employees in the bargaining unit in accordance with the terms of Article 14.1.d. as of May 18, 1990. Only the allocation of individuals hired after May 18, 1990 shall be subject to arbitral review as to proper allocation to classification as provided in Section "4" below; provided, however, that this limitation on appeal shall not apply to the allocation of employees who were in the bargaining unit as of May 18, 1990, but whose jobs were modified thereafter.

2. Point Evaluation

The parties agree to the point evaluations for classifications as cited in Attachment 2, which by this reference is made a part hereof. This agreement as to points is for the purpose of enforcing the "Zone of Equity" provided for in Section 3.C.(2) and (3) and not for determining the relative value of new jobs within the "Zone". Only classifications added to the list in Attachment 1 after May 18, 1990 shall be subject to arbitral review by the Union as to

proper allocation of points in accordance with the point evaluation system utilized by the consultant chosen by RFP #8P0395 as provided in Section 3.C.(1) below.

3. Pay

A. Rates and Ranges - July 1, 1990

Effective July 1, 1990, the wage rates and ranges for the classifications cited in Attachment 1 are shown in Attachment 3 which is attached hereto and by this reference made a part hereof.

B. Individual Rates of Pay

To avoid any needless dispute regarding the application of the wage table cited in "A" above to individual members of this bargaining unit, the parties examined the pay rates for all full and part-time Local 88 employees on the payroll as of May 18, 1990, to be effective on July 1, 1990, by utilization of a computer run as part of the bargaining process. While the parties have made a good faith effort to ensure the accuracy of this computer run, the following rules for the determination of each employee's wage rate effective July 1, 1990 shall be controlling:

(1) Effective one minute before midnight June 30, 1990, each employee's regular rate of pay shall be placed on the closest step in his or her new pay range before the July 1, 1990 four and one-half percent (4.5%) COLA increase which would result in no decrease in pay. The wage rates and ranges before increase are cited in Attachment 4 which is attached hereto and by this reference made a part hereof. Effective July 1, 1990, the rates and ranges in the wage table shall be increased 4.5 percent, resulting in the table specified in Section 3.A. above. Each employee's rate of pay shall concurrently be increased 4.5 percent except as provided in (2) below.

(2) Any employee whose regular rate of pay on June 30, 1990, would place him or her above the June 30, 1990 top step of the pay range for his or her classification as specified in (1) above shall, effective July 1, 1990, receive either:

- No wage increase, if the employee's rate of pay on June 30 would be at or above the pay range for his or her classification on July 1; or
- Such a percentage increase on July 1, 1990 less than 4.5 percent which would place the employee on the top step of his or her range as of July 1.

C. Rates for New Classifications Established After May 18, 1990

The following attached technical documents are jointly by this reference made a part hereof as Attachment 5:

- Section IV of the Consultant's report, "Administering the Point Factor System", which contains any and all technical rules for translating points to a salary range; and
- The July 1, 1990 top step salaries for each cited non-management point band.

In establishing rates and ranges for new classifications, to specifically include any new classification which may result from the transfer of the County Library under the terms of the study required by Addendum I, the following rules will apply:

(1) Each new classification shall be subject to the same point factor evaluation as is provided for in the consultant's response to RFP #8P0395. The point results of such an evaluation may be subject to arbitral review by the Union as provided by Article 14.1.d. (2) of the Agreement.

(2) The top of the pay range established by the County for any new classification shall be no more than 12.28% above (1.1228 PPL) or below (0.8772 PPL) the top rate which would have resulted from application of the pay policy line to the new classification, pursuant to the points resulting from "(1)" above and the technical rules contained in Attachment 5.

(3) Within the specific restrictions provided in "(2)" above, referred to by the parties as the "Zone of Equity", the County shall establish a wage rate for any new classification based on the criteria specified in Article 23, Section 3 of the Agreement.

(4) The County may, at its discretion, establish a range higher than that which would be contractually mandated by (1) - (3) above, and which would be over the range resulting from the restrictions of the "Zone of Equity", in instances in which the Employee Services Division, based on substantial evidence, deems such higher rate to be required by the market to attract and retain the desired quality of workforce in a particular classification.

4. Reclassification on or after May 18, 1990

All matters regarding reclassification for employees hired after May 18, 1990, specifically to include any and all reclassification matters related to the transfer of Library employees under Addendum I, and to also include employees hired on or before May 18, whose jobs have changed thereafter, shall be governed by Article 23, Section 2 of the Agreement. Any disputes involving implementation of the classification and compensation study provided for in Addendum I of the Agreement, to be effective one minute until midnight June 30, 1991, shall utilize the appeals mechanism provided for in Addendum I.

5. Remaining Appeals List and Pending Grievances

- A. It is recognized by the parties that certain employees had remaining classification allocation appeals for which there was insufficient time for hearing in accordance with the procedures established by Article 14, Section 1.d. These individuals shall be allowed an allocation hearing in accordance with the procedures established by Article 14, Section 1.d. A full and complete listing of all individuals who are eligible for hearing is attached hereto as Attachment 6 and by this reference made a part hereof. In the event that any such employee shall prevail in his/her appeal, retroactivity of the award for purpose of pay calculation and status shall be to one minute until midnight, June 30, 1990.
- B. Any grievances before the permanent classification arbitrator as of May 18, 1990, shall be deemed settled by the terms of this Amendment. All fees and expenses shall be charged to funds set aside by the County for implementation of the Classification and Compensation study.

6. Transition Rules

A. Health Assistants

Any Health Assistant required to speak and understand a particular language other than English as a condition of Employment, shall receive a premium of five percent (5%) of his or her regular rate of pay. The determination as to whether such requirement shall be a continuing condition of employment shall be at the discretion of management. If the requirement is terminated, the premium shall cease.

B. Word Processing Premium

It is recognized that there are a certain limited number of employees receiving the word processing or data entry premium as of May 18, 1990, on a regular basis and who have not been reclassified as part of the Compensation and Classification study to a classification receiving a higher regular rate of pay. A full and complete listing of these individuals was examined as part of the bargaining process. Any such individual shall continue to receive the 30¢ per hour premium as long as they continue to perform the duties of their current position.



MULTNOMAH COUNTY OREGON

Clerk/Board

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY
PAULINE ANDERSON
GRETCHEN KAFOURY
RICK BAUMAN
SHARRON KELLEY

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

OFFICE OF THE DIRECTOR
EMPLOYEE SERVICES (503) 248-3303
FINANCE (503) 248-5015
LABOR RELATIONS (503) 248-3312
PLANNING & BUDGET (503) 248-5135
(503) 248-3883

AT OTHER LOCATIONS:

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

June 13, 1990

Jim Smith
AFSCME Council 75/Local 88
2545 SW Spring Garden St.
Suite 201
Portland, OR 97219

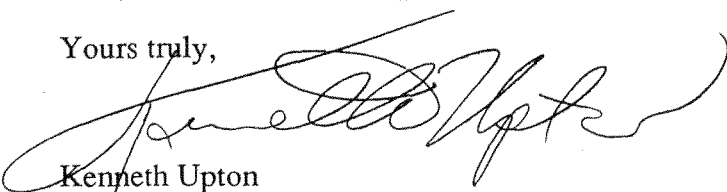
Re: Technical Memoranda of Exception

Dear Jim:

This is to confirm, as per our discussion, that technical changes to Addenda subsequent to our bargaining session of Thursday, June 6 will only be by mutual agreement. To ensure that all such changes are memorialized and that the Board is not subjected to any complicated list of revisions, my plan would be to execute such technical changes by Memoranda of Exception in accordance with Article 26 of the Agreement. I informed the Board at the Tuesday informal that such corrections were ongoing.

I look forward to seeing you at 4 p.m. today to review the corrections which have been brought to my attention by the Employee Services Division.

Yours truly,


Kenneth Upton
Labor Relations Manager

481L/KU/ljd

c: Board of County Commissioners
Arlene Collins
Sue Ayers
Colette Umbras

1990 JUN 13 PM 3:32
MULTNOMAH COUNTY
OREGON

JUN 14 1990

R-2

JUN 07 1990

Meeting Date: _____

Agenda No.: R-14 & R-15

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Certificates of Participation

BCC Informal _____ BCC Formal June 7, 1990
(date) (date)

DEPARTMENT of General Services DIVISION Finance

CONTACT Dave Boyer TELEPHONE 248-3312

PERSON(S) MAKING PRESENTATION Dave Boyer

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

Resolutions authorizing the sale of Certificates of Participation for purchase of Commercial Securities Building and Postal Credit Union Building

1990B

6/16/90 copies to Dave Boyer & Linda Alexander
fax copy to Henry Kane per request

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER Linda Alexander

(All accompanying documents must have required signatures)

BEFORE THE BOARD OF COUNTY COMMISSIONERS

MULTNOMAH COUNTY, OREGON

In the matter of authorizing)	
and approving of the issuance)	
and negotiated sale of the)	
Series 1990B Taxable Certifi-)	
cates of Participation;)	
approving and authorizing the)	RESOLUTION
Certificate Purchase Agreement,)	
the Lease-Purchase and Escrow)	#90- 88
Agreement, and the Preliminary)	
Official Statement and Official)	
Statement; and designating an)	
Authorized Officer.)	

WHEREAS, the Board of County Commissioners of Multnomah County, Oregon (the "Board") desires to acquire the land and building known as the Commercial Securities Building (the "County Government Center") in Portland, Oregon and to make certain renovations and remodeling of the interior of the building, including asbestos removal, for the purpose of housing the County's General Services Division and such other agencies, divisions and departments of the County as may be located therein from time to time;

WHEREAS, the sellers of the Commercial Securities Building desire to close the purchase before July 10, 1990;

WHEREAS, the Board has reviewed a proposed plan to provide funds for the payment of the costs of such acquisition and renovation through the issuance of Taxable Certificates of Participation under a Lease-Purchase and Escrow Agreement to be entered into between Multnomah County (the "County") and a Vendor and Escrow Agent (the "Vendor" and "Escrow Agent") and the Board does determine that the proposed issuance of Certificates of Participation would be in the best interests of the County;

WHEREAS, the Board is advised that pursuant to the provisions of the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder, the County may not issue tax-exempt Certificates of Participation in that the Commercial Securities Building will continue to be substantially leased and occupied by private activity tenants during the remaining terms of their existing commercial leases. Therefore, it is proposed that the Certificates of Participation in the principal amount not to exceed \$18,500,000 will be taxable certificates issued for the purpose of the

acquisition of the Commercial Securities Building and the renovation and remodeling thereof and to pay the costs of issuance of the Certificates. The interest component payable on the Certificates of Participation will be includable in gross income for federal income tax purposes;

WHEREAS, the Finance Director has negotiated documents for the issuance of the Certificates and has received from Kidder, Peabody & Co., Incorporated (the "Underwriter") a Certificate Purchase Contract for the purchase of the Certificates evidencing proportionate interests in the Lease-Purchase payments to be made by the County;

WHEREAS, the Board does find and determine that it is reasonable and necessary to approve and authorize the execution of the financing documents and being advised by the Finance Director that the documents are in substantially final form and ready for approval and authorization;

THEREFORE BE IT RESOLVED THAT:

1. The Board does authorize and approve of the disbursement of appropriated funds from the Lease/Purchase Project Fund to purchase the Commercial Securities Building prior to the issuance of Certificates of Participation and the Lease/Purchase Project Fund shall be reimbursed from the proceeds of the sale of the Certificates of Participation.

2. The Board does authorize and approve of the Lease-Purchase financing of the acquisition and renovation of the Commercial Securities Building land and property (the "Facilities") as more fully described in the Series 1990B Lease-Purchase and Escrow Agreement (the "Agreement"), does authorize and approve of the Agreement, and does designate the Finance Director or designee, with the advice and consent of the Chair, as the Authorized Officer to execute these documents for and on behalf of the County.

3. The Board does accept the terms and provisions of the Series 1990B Certificate Purchase Contract (the "Purchase Contract") and does approve of the purchase price and interest rate to be borne by the Certificates and does authorize the authorized officer, with the advice and consent of the Chair, to execute the Purchase Contract on behalf of the County.

4. Pursuant to the authority of Oregon Revised Statutes Sections 271.390 and 279.101(2) and 288.600 and applicable provisions of the Charter of the County, the Board does approve of and authorize and direct that the Series 1990B Certificates of Participation be issued and that the interest component of the Certificates shall be taxable for federal income tax purposes to the holders of the Certificates and the County does consent to such taxation of the interest component

of the Certificates and does direct that the adoption of this Resolution and the execution thereof by the Chair of the Board shall constitute the written consent as provided by law.

5. The County does approve of the issuance of the Series 1990B Certificates in fully registered form, in denominations of Five Thousand Dollars (\$5,000) each or integral multiples thereof, to be dated July 1, 1990 and to be numbered sequentially beginning with Number R-1. The Certificates shall mature serially on the first day of July of each year as stated in the Certificate Purchase Agreement.

6. The Certificates shall bear interest payable semiannually on the first day of January and the first day of July of each year commencing January 1, 1991. Interest shall be calculated on the basis of a 30-day month, 360-day year and shall be payable by check or draft mailed on the interest payment date to the Certificate owners whose names appear on the registration books of the County maintained by the Paying Agent as of the close of business on the fifteenth day of the month wherein an interest payment is due.

7. The County may elect to redeem the Certificates maturing after July 1, 1997 in whole or in part, and if in part, in inverse order of maturity, and by lot within a single maturity and in such amounts that equal \$5,000 or any integral multiple thereof, on any interest payment date on or after July 1, 1998 at a price equal to the principal component of the Certificates to be redeemed plus the interest component accrued to the redemption date.

8. In addition, the Certificates are redeemable, if, in the opinion of the County, the Facilities suffer substantial damage or destruction to the extent it cannot be reasonably used for its intended purposes or in the event of prepayment of the Lease Payments by the deposit by the County with the Escrow Agent of sufficient cash or government obligations to prepay the outstanding Lease Payments.

9. Notice of such redemption will be given by first-class mail, postage prepaid, at least thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption to the owners of the Certificates to be redeemed at the addresses of such owners as shown on the Certificate Register.

10. The County may budget and appropriate expenditures sufficient to pay the Lease Payments for each fiscal year in the amount of the annual principal component maturities and the accruing interest components on the outstanding Certificates, but the County is not obligated to budget and appropriate such expenditures unless the Board of County Commissioners includes such payments in the County budget for each fiscal year. In the event of appropriation of funds for Lease Payments, the County covenants to maintain such appropriation in full force

and effect during that fiscal year and shall expend such appropriated funds only for Lease Payments. In the event the County determines not to appropriate funds sufficient for Lease Payments in any fiscal year, such failure shall constitute a termination of the Agreement and the Escrow Agent may exercise such remedies as are provided in the Agreement.

11. The Board does authorize the establishment of certain trust accounts as provided in the Agreement including the "Multnomah County, Oregon Series 1990B Facilities Reserve Account". There shall be deposited at the close of the sale of the Certificates to the Reserve Account moneys to be held in trust as a reserve for the payment of Lease Payments pursuant to the Agreement. In the event of the failure to appropriate funds in any fiscal year for the Lease Payments or the insufficiency of funds appropriated and available for the Lease Payments, the Escrow Agent is authorized to transfer from the Reserve Account such moneys, until the Reserve Account is exhausted, in sufficient amount to make up any deficiency in the amount of the Lease Payments due during the ensuing fiscal year. Funds in the Reserve Account shall be applied only upon Lease Payments including unappropriated Lease Payments.

12. The Certificates shall be secured by a pledge and covenant of the County to apply appropriated funds from the general funds of the County upon the Lease Payments and to secure the Lease Payments by funds in the Reserve Account and by a pledge of the County's leasehold interest in the Facilities.

13. The County does designate and appoint Security Pacific Bank Oregon as the Vendor, Escrow Agent and Paying Agent and Registrar for the Certificates and does request the Paying Agent and Registrar to authenticate the Certificates as of the date of delivery to the purchasers thereof.

14. The County does approve of the preparation and distribution of the Preliminary Official Statement, does ratify the distribution thereof to prospective purchasers of the Certificates and does authorize the preparation and distribution of the Official Statement. When the Authorized Officer has been advised that the final Official Statement does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements contained in the Official Statement not misleading in the light of the circumstances under which they are made, then the Authorized Officer may certify the accuracy of the Official Statement on behalf of the County.

15. The County does authorize the Authorized Officer of the County to execute such other and necessary documents as are proper to consummate the financing.

ADOPTED this 14th day of June, 1990.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By

Gladys McCoy
Multnomah County Chair

Reviewed by:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By

Laurence Kessel
County Counsel

327F

JUN 14 1990
R-3

JUN 07 1990

Meeting Date: _____

Agenda No.: R-14 & R-15

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Certificates of Participation

BCC Informal _____ BCC Formal June 7, 1990
(date) (date)

DEPARTMENT of General Services DIVISION Finance

CONTACT Dave Boyer TELEPHONE 248-3312

PERSON(S) MAKING PRESENTATION Dave Boyer

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

Resolutions authorizing the sale of Certificates of Participation for purchase of Commercial Securities Building and Postal Credit Union Building

6/18/90 Copies to Dave Boyer & Linda Alexander - fax copy to Henry Kane per Request

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER Linda Alexander

(All accompanying documents must have required signatures)

BEFORE THE BOARD OF COUNTY COMMISSIONERS

MULTNOMAH COUNTY, OREGON

In the matter of the authorizing)	
and approving of the issuance and)	
negotiated sale of the Series 1990C)	
Tax-Exempt Certificates of)	
Participation Approving and)	
Authorizing Certificate Purchase)	RESOLUTION
Agreement, the Lease-Purchase and)	
Escrow Agreement, and the)	#90- 89
Preliminary Official Statement and)	
Official Statement and designating)	
an Authorized Officer.)	

WHEREAS, the Board of County Commissioners of Multnomah County, Oregon (the "Board") desires to acquire the land and the building known as the Postal Credit Union Building in Portland, Oregon (the "Probation Services Facility");

WHEREAS, the sellers of the Postal Credit Union Building desire to close the purchase before June 30, 1990;

WHEREAS, the Board has reviewed a proposed plan to provide funds for the payment of the costs of such acquisition through the issuance of Certificates of Participation under a Lease-Purchase and Escrow Agreement to be entered into between Multnomah County (the "County") and a Vendor and Escrow Agent (the "Vendor" and "Escrow Agent") and the Board does determine that the proposed issuance of Certificates of Participation would be in the best interests of the County;

WHEREAS, the certificates of participation will be issued and designated as Series 1990C Certificates of Participation (the "Certificates"). The Series 1990C Certificates in the principal amount not to exceed \$475,000 will be tax-exempt certificates issued for the purpose of the acquisition of the Probation Services Facility and to pay the costs of issuance of the Certificates; and

WHEREAS, the Finance Director has negotiated documents for the issuance of the Certificates and has received from Kidder, Peabody & Co., Incorporated (the "Underwriter") a Certificate Purchase Contract for the purchase of the Certificates evidencing proportionate interests in the Lease-Purchase payments to be made by the County;

WHEREAS, the Board does find and determine that it is reasonable and necessary to approve and authorize the execution of the financing documents and being advised by the Finance Director that the documents are in substantially final form and ready for approval and authorization;

THEREFORE BE IT RESOLVED THAT:

1. The Board does authorize and approve of the disbursement of appropriated funds from the Lease/Purchase Project Fund to purchase the Probation Services Facilities prior to the issuance of Certificates of Participation and the Lease/Purchase Project Fund shall be reimbursed from the proceeds of the sale of the Certificates of Participation.

2. The Board does authorize and approve of the Lease-Purchase financing of the acquisition of the Probation Services Facility (the "Facility") as more fully described in the Series 1990C Lease-Purchase and Escrow Agreement (the "Agreement"), does authorize and approve of the Agreement, and does designate the Finance Director or Designee as the Authorized Officer with the advice and consent of the Chair, to execute these documents for and on behalf of the County.

3. The Board does accept the terms and provisions of the Series 1990C Certificate Purchase Contract (the "Purchase Contract") and does approve of the purchase price and interest rate to be borne by the Certificates and does authorize the Authorized Officer, with the advice and consent of the Chair, to execute the Purchase Contract on behalf of the County.

4. Pursuant to the authority of Oregon Revised Statutes Sections 271.390 and 279.101(2) and the applicable provisions of the Charter of the County, the County does approve of and authorize and direct the issuance of the Series 1990C Certificates in fully registered form, in denominations of Five Thousand Dollars (\$5,000) each or integral multiples thereof, to be dated July 1, 1990 and to be numbered sequentially beginning with Certificate No. R-1. The Certificates shall mature serially on the first day of July of each year as stated in the Certificate Purchase Agreement.

5. The Certificates shall bear interest payable semiannually on the first day of January and the first day of July of each year commencing January 1, 1991. Interest shall be calculated on the basis of a 30-day month, 360-day year and shall be payable by check or draft mailed on the interest payment date to the Certificate owners whose names appear on the registration books of the County maintained by the Paying Agent as of the close of business on the fifteenth day of the month wherein an interest payment is due.

6. In addition, the Certificates are redeemable, if, in the opinion of the County, the Facilities suffer substantial damage or destruction to the extent it cannot be reasonably used for its intended purposes or in the event of prepayment of the Lease Payments by the deposit by the County with the Escrow Agent of sufficient cash or government obligations to prepay the outstanding Lease Payments.

7. Notice of such redemption will be given by first-class mail, postage prepaid, at least thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption to the owners of the Certificates to be redeemed at the addresses of such owners as shown on the Certificate Register.

8. The County may budget and appropriate expenditures, sufficient to pay the Lease Payments for each fiscal year in the amount of the annual principal component maturities and the accruing interest components on the outstanding Certificates, but the County is not obligated to budget and appropriate such expenditures unless the Board of County Commissioners includes such expenditures in the County budget for each fiscal year. In the event of appropriation of funds for Lease Payments, the County covenants to maintain such appropriation in full force and effect during that fiscal year and shall expend such appropriated funds only for Lease Payments. In the event the County determines not to appropriate funds sufficient for Lease Payments in any fiscal year, such failure shall constitute a termination of the Agreement and the Escrow Agent may exercise such remedies as are provided for in the Agreement.

9. The Certificates shall be secured by a pledge and covenant of the County to apply appropriate funds from the general funds of the County upon the Lease Payments and by a pledge of the County's leasehold interest in the Facilities.

10. The County does designate and appoint Security Pacific Bank Oregon as the Vendor, Escrow Agent and Paying Agent and Registrar for the Certificates and does request the Paying Agent and Registrar to authenticate the Certificates as of the date of delivery to the purchasers thereof.

11. The County does approve of the preparation and distribution of the Preliminary Official Statement, does ratify the distribution thereof to prospective purchasers of the Certificates and does authorize the preparation and distribution of the Official Statement. When the Authorized Officer has been advised that the final Official Statement does not contain any untrue statement of a material fact or omit to

state any material fact necessary to make the statements contained in the Official Statement not misleading in the light of the circumstances under which they are made, then the Authorized Officer may certify the accuracy of the Official Statement on behalf of the County.

12. The proceeds of the Series 1990C Certificates shall be used by the County and invested by the Escrow Agent in such manner that the Certificates will not become "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and regulations issued thereunder.

13. The County does authorize the Authorized Officer of the County to execute such other and necessary documents as are proper to consummate the financing.

ADOPTED this 14th day of June, 1990.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By

Gladys McCoy
Multnomah County Chair

Reviewed by:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By

Laurence Kessel
County Counsel

Meeting Date: JUN 14 1990

Agenda No.: R-4

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Resolution in the Matter of Accepting Special Public Works Fund
Grant/Loan

BCC Informal _____ (date) BCC Formal 6/14/90 (date)

DEPARTMENT Environmental Services DIVISION Transportation

CONTACT Susie Lahsene TELEPHONE X-3636

PERSON(S) MAKING PRESENTATION Larry Nicholas/Susie Lahsene

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 10 minutes

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

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):
A resolution committing repayment of a loan of \$74,000 from the Oregon Economic Department's Special Public Works Fund for the improvement of the 223rd and NE Marine Drive interchange.

6/18/90 copies to Susie Lahsene, Larry Nicholas & Paul Kaborough

(If space is inadequate, please use other side)

SIGNATURES:

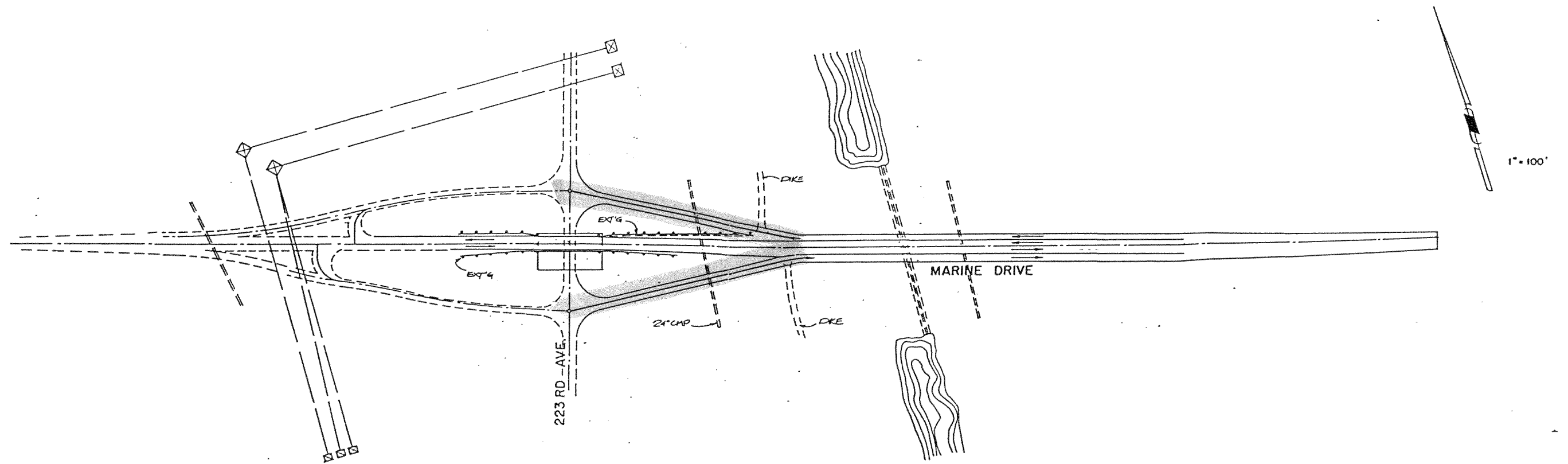
ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER 

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1990 JUN - 6 AM 8:44




Alternative #1

Exhibit #2

Special Public Works Fund
Engineering Feasibility Report



		MULTNOMAH COUNTY	
DEPARTMENT OF ENVIRONMENTAL SERVICES		TRANSPORTATION DIVISION	
1620 S.E. 190th Ave., PORTLAND, ORE.		LARRY F. NICHOLAS COUNTY ENGINEER	
MARINE DRIVE/223RD AVE. INTERCHANGE			
Designed	Drafted <i>JS</i>	Checked	Sht 1 of 2
Date <i>11/87</i>	Scale		

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Accepting the Award)	
of a Loan and Grant from the Oregon)	
Economic Development Department for the)	R E S O L U T I O N
Interchange Improvement at NE 223rd and)	90-90
Marine Drive.)	
<hr/>		

WHEREAS, James River Corporation has developed a chip reloading facility and plans for a future log debarker operation near NE 223rd and Marine Drive on the Columbia River; and

WHEREAS, the new and future operations are dependent on trucks and barges to move the resources in and products out; and

WHEREAS, only two ramps serve the interchange on NE 223rd Avenue and Marine Drive which provides access to the James River facility; and

WHEREAS, the turning radius on the ramps is insufficient to allow large trucks to make the turn safely from Marine Drive to NE 223rd Avenue; and

WHEREAS, the County and James River wish to improve the interchange to provide adequate access to the new James River facility; and

WHEREAS, while this project is in the Transportation Division's Capital Improvement Program, many other projects are ranked higher in priority; and

WHEREAS, Road fund revenues are committed to the highest priorities in the Capital Improvement Program limiting funds available to make the improvement at 223rd and Marine Drive; and

WHEREAS, other funds were sought from the James River Corporation and the Oregon Economic Development Department (OEDD) to cover the costs of the improvement; and

WHEREAS, OEDD, through a contract, has offered \$148,000 for the costs of the improvement in a 50% grant, 50% loan award; and

WHEREAS, James River Corporation will also contribute approximately one third of the cost of the improvement.

THEREFORE BE IT RESOLVED, that the Multnomah County Board of Commissioners accepts the terms and agreements outlined in the contract with the State of Oregon's Economic Development Department for the grant and loan to improve the interchange at 223rd and Marine Dr.

RESOLUTION
Page 2

BE IT FURTHER RESOLVED, that the Chair will sign the promissory note committing repayment of the loan of \$74,000 from the road fund to OEDD's Special Public Works Fund in the time frame allowed on behalf of the County.

ADOPTED THIS 14th day of June, 1990.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By: Gladys McCoy
Gladys McCoy
Multnomah County Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By: John L. DuBay

7544V

Meeting Date: JUN 14 1990

Agenda No.: R-5

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Special Public Works Fund Grant/Loan

BCC Informal _____ BCC Formal 7/14/90
(date) (date)

DEPARTMENT Environmental Services DIVISION Transportation

CONTACT Susie Lahsene TELEPHONE X-3636

PERSON(S) MAKING PRESENTATION Larry Nicholas/Susie Lahsene

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 10 minutes

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

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

6/10/90 originals to Susie Lahsene

Intergovernmental Agreement with Oregon Economic Development Department
for financial assistance of \$148,000 in a grant and loan from the Special
Public Works Fund for the improvement of NE 223rd and Marine Drive

(If space is inadequate, please use other side)

SIGNATURES:

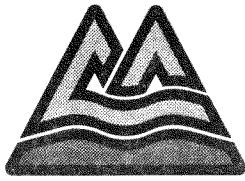
ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER 

(All accompanying documents must have required signatures)

1990 JUN 14 8 44 AM
CLERK OF COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION DIVISION
1620 S.E. 190TH AVENUE
PORTLAND, OREGON 97233
(503) 248-5050

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

May 15, 1990, 1990

Gladys McCoy, Chair
Multnomah County
Board of County Commissioners
1021 SW Fourth Avenue
Portland, OR 97204

RE: Contract from Oregon Economic Development Department for financial assistance award of \$148,000 from lottery proceeds for the improvement of the interchange at NE 223rd Avenue and Marine Drive

Dear Gladys:

Enclosed is an intergovernmental agreement, promissory note, and resolution for the grant/loan award of \$148,000 from the Oregon Economic Development Department's (OEDD) Special Public Works Fund for the improvement of the interchange at NE 223rd Avenue and Marine Drive.

The Transportation Division submitted a grant application to OEDD for a portion of the cost of improvement of the interchange at 223rd and Marine Drive. The improvement is needed as it provides the primary access to both the new James River facility and Chinook Landing. The current interchange ramps are too narrow to provide an adequate turning movement for large trucks or boat haulers to either of those facilities.

The improvement is on the Transportation Division's Capital Improvement Program; however, many other projects are ranked higher in priority. For this reason, only a third portion of the funding was available from the road fund for construction of the improvement. Other funding sources were sought to make up the balance of the estimated construction costs. Both James River and the OEDD will contribute in excess of two thirds of the estimated construction costs of the improvement.

Letter/G. McCoy
Page 2

The enclosed agreement from OEDD outlines the terms of the award. The resolution for your consideration reviews the need for the improvement, provides for acceptance of the loan, and authorizes signing the promissory note for repayment.

Should you have any questions, please call me.

Sincerely,

A handwritten signature in dark ink, appearing to read "Paul Yarborough", with a long, sweeping horizontal line extending to the right.

Paul Yarborough
Director
Department of Environmental Services

SL:PY:cmk

Enclosures

7545V



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 302150

Amendment #

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement RATIFIED Multnomah County Board of Commissioners R-5 June 14, 1990

Contact Person Susie Lahsene Phone 248-3636 Date 5/11/90

Department Environmental Services Division Transportation Bldg/Room 425

Description of Contract Financial Assistance Award contract from Oregon Economic Development Department Special Public Works Fund for grant/loan allocation of \$148,000 to fund a portion of the improvement at NE 223rd/Marine Dr.

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

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

Contractor Name Oregon Economic Developemnt Dept.

Mailing Address One Work Trade Center
121 SW Salmon St., Suite 300
Portland, OR 97204

Phone 229-5625

Employer ID # or SS # _____

Effective Date when signed

Termination Date at completion of project and

Original Contract Amount \$ final billing

Amount of Amendment \$ _____

Total Amount of Agreement \$ 148,000

Payment Term

- ☐ Lump Sum \$ _____
☐ Monthly \$ _____
☐ Other \$ _____
☐ Requirements contract - Requisition required.
 Purchase Order No. _____
☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager [Signature]

Date 5-17-90

Purchasing Director
(Class II Contracts Only)

Date _____

County Counsel [Signature]

Date 6/4/90

County Chair/Sheriff [Signature]

Date 6/14/90

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

STATE OF OREGON
SPECIAL PUBLIC WORKS FUND
FINANCIAL ASSISTANCE AWARD CONTRACT
FOR DIRECT LOAN FINANCING

This Contract is made and entered into by and between the State of Oregon, acting by and through its Economic Development Department ("State") and Multnomah County ("Recipient"). The reference number of this Financial Assistance Award Contract is L90010.

RECITALS

WHEREAS, the award of financial assistance which is the subject of this contract is authorized by ORS 284.310 to 284.530; and

WHEREAS, the State has reviewed the Recipient's application, modified it during the review process and determined the Project is feasible and merits funding; and

WHEREAS, the State has found that economic development in the Project Area is prevented or substantially restricted by a lack of infrastructure improvements and that a high probability for industrial and/or commercial development exists in the Project Area; and

WHEREAS, the Project constitutes an infrastructure project under the Act; and

WHEREAS, the Recipient represents that \$435,600 is a reasonable estimate of the Costs of the Project; and

WHEREAS, the Recipient has committed to provide \$287,600 in public and/or private resources as matching funds for the Project; and

WHEREAS, the State is willing to provide a Loan of \$74,000 and a Grant of \$74,000 to the Recipient on the terms and conditions of this contract.

THEREFORE, the parties agree as follows:

SECTION 1

CERTAIN DEFINITIONS

As used in this Contract, the following terms shall have the following meanings:

"Act" shall mean ORS 284.310 to 284.530.

"Costs of the Project" shall mean all costs of acquiring and constructing the Project, including any financing costs properly allocable to the Project as set out in Exhibit D, the Approved Project Budget, hereto.

"Default" shall mean an Event of Default or an event which with notice or lapse of time or both would become an Event of Default as set out in Section 9 hereof.

"Grant" shall have the meaning ascribed thereto in Section 2(C) hereof.

"Loan" shall have the meaning ascribed thereto in Section 2(A) hereof.

"Loan Fund" shall have the meaning ascribed thereto in Section 8(J)(2) hereof.

"Note" shall have the meaning ascribed thereto in Section 2(B) hereof.

"Participation Rate" shall have the meaning ascribed thereto in Section 4(D) hereof.

"Project" shall mean the project described in Exhibit E hereto.

"Project Area" shall mean all properties that will be directly benefitted and served by construction of the Project.

"Project Revenues" shall have the meaning ascribed thereto in Section 8(I) hereof.

SECTION 2

FINANCIAL AWARD

A. Amount of Loan

Subject to the terms and conditions of this Contract and in reliance upon Recipient's Approved Application and the Conditional Notice of Award (Exhibits E and A), incorporated herein by reference, and certifications made by the Recipient therein, the State agrees to make a loan (the "Loan") to Recipient in the principal amount of \$74,000.

B. Note

The Loan shall be made against, evidenced by and repayable with interest in accordance with a promissory note of Recipient substantially in the form of Exhibit F hereto (the "Note"), payable to the order of the State at the State's office, in the principal amount of \$74,000 and duly executed and delivered on behalf of Recipient.

C. Amount of Grant

Subject to the terms and conditions of this Contract and in reliance upon Recipient's Approved Application and the Conditional Notice of Award and certifications made by the Recipient therein, the State agrees to provide funds in the amount of \$74,000 (the "Grant").

D. Special Public Works Funds (SPWF)

The amounts set out in Sections 2(A) and (C) above are subject to the availability of moneys in the SPWF.

E. Change in the Act

The State shall not be obligated to provide the Loan and Grant if, on or prior to the time the Recipient satisfies all conditions for disbursement of the Loan and Grant, there has been a change in the Act so that the Project is no longer eligible for the Loan and Grant authorized by this Contract.

F. Drawdowns

The Recipient may draw down the full amount of the Loan after all Conditions Precedent have been met. The Recipient shall not be entitled to interest on the Loan proceeds for the time between closing and drawdown. The Recipient may not draw down any of the Grant until the entire Loan has been expended. The Grant may only be drawn down as needed to pay for the Costs of the Project. The requests for drawdown shall be made on a State-approved cash request form.

SECTION 3

PAYMENTS OF PRINCIPAL AND INTEREST

A. Payment of Principal and Interest on Loan

Recipient promises to repay the principal of and accrued interest on the Loan made hereunder in immediately available funds annually. \$5,938 shall be due and payable annually for twenty (20) years, beginning January 15, 1991.

B. Interest

Recipient promises to pay interest on the unpaid principal amount of the Loan for the period commencing at closing and until such Loan is paid in full, at the rate of five percent (5%) per annum.

C. Acceleration of Payments

Notwithstanding the provisions of Section 3(A) hereof, the Recipient promises to repay the principal of and accrued interest on the Loan in immediately available funds if, as a result of a change in the Act, or as a result of any legislative, judicial or administrative action, this Contract and the Loan shall have become void or unenforceable or impossible of performance in accordance with the intent of the parties hereto.

D. Prepayments

Recipient shall have the right from time to time to prepay the Note in whole or in part without penalty upon thirty (30) days prior written notice to the State.

E. Place of Payments

All payments and prepayments of principal and other amounts payable to the State hereunder will be made to the State at its office located at 775 Summer Street, N.E., Salem, OR 97310, or at such other place designated by the State in writing to the Recipient.

F. Restructuring Loan

The State may, but is not obligated to, restructure the term and/or payment schedule of the Loan. The Recipient may apply in writing to the State to restructure the Loan by April 15 preceding the fiscal year in which the restructured Loan payment schedule will apply. The State shall respond to the Recipient's request by May 15 of the same year. If the State restructures the Loan it may accelerate the repayment schedule and/or increase the interest rate of the Loan.

G. Late Charge

If payment of any installment required under Section 3(A) hereof is delinquent more than ten (10) days, Recipient shall pay a late charge of one and one-half percent (1.5%) of the delinquent installment in addition to the installment due under Section 3(A). An additional late charge of one and one-half percent (1.5%) of the delinquent installment shall be paid by the Recipient for every additional thirty (30) days the installment payment is delinquent beyond ten (10) days.

SECTION 4

USE OF SPWF AWARD

A. Eligible Activities

The use of the Grant and Loan are expressly limited to the activities in the Approved Application. The use of these funds is also expressly subject to the Special Conditions set out in Exhibit B hereto, and by this reference incorporated herein.

B. Ineligible Activities

No part of the Loan or Grant shall be used for: administrative purposes; preliminary planning; legal, fiscal or economic investigations, reports or studies to determine the economic and engineering feasibility of the Project; the purchase of equipment not directly appurtenant to the Project; or construction or repair of facilities owned and operated by private parties.

C. Unexpended Funds

Any SPWF funds held by the Recipient remaining after the Project is completed or this Contract is terminated shall be returned to the State within 30 days of completion of the project or termination. Returned Loan Funds shall be used to repay the outstanding principal of and interest on the Loan.

D. SPWF Participation Rate

1. The Recipient shall finance no more than thirty-four percent (34%) of the Costs of the Project, as set out in Exhibit E hereto and by this reference incorporated herein, from the Grant and Loan ("Participation Rate"). If the Costs of the Project are less than the amount set out in the Recitals, Recipient shall use less of the Grant and Loan so as to maintain the Participation Rate. Any excess Grant and Loan moneys shall be promptly returned to the State. The Recipient shall spend the entire Loan before spending any of the Grant.

2. The Recipient shall not exceed the Participation Rate for any individual activity within the Project.

SECTION 5

REPRESENTATIONS OF THE STATE

The State certifies that at the time this Contract is signed, sufficient funds are available and authorized for this Contract.

SECTION 6

REPRESENTATIONS OF THE RECIPIENT

The Recipient represents and warrants to the State that:

A. Eligible Recipient

The Recipient is a municipality authorized to receive financial assistance under the Act. Prior to submitting its application, the Recipient held at least one public hearing concerning the Project and provided the public reasonable access to records pertaining to the Project.

B. Matching Funds

Matching funds of \$287,600 are available and committed to the Project. These matching funds represent sixty-six percent (66%) of the Costs of the Project. Before disbursement of the Loan or Grant the Recipient shall demonstrate, to the satisfaction of the State, that it has obtained all matching funds that are needed to pay for the Costs of the Project. If the Costs of the Project vary from those set forth in Exhibit E, the Recipient shall use matching funds to pay the Costs of the Project at a rate at least equal to the percentage rate set out in this section.

C. Binding Obligations

This Contract and the Note have been duly executed and delivered by the Recipient and will constitute the legal, valid and binding obligation of the Recipient, enforceable in accordance with their terms.

D. Project Operation

Recipient will operate the Project in a sound, efficient and economic manner, and will not provide free service to property owners in the Project Area except in an emergency.

E. Job-Creation

The Project will create 11 full-time jobs. The following firms have pledged to create jobs in connection with the Project:

<u>Firm</u>	<u>No. of Jobs Created</u>	<u>No. of Family Wage Jobs</u>
James River Corporation	11	11
The minimum number of jobs that must be created to meet SPWF program requirements are:	7.4	2.2

F. Drawings

Recipient shall obtain as-built drawings for all facilities constructed with the Loan and Grant.

SECTION 7

CONDITIONS PRECEDENT

The obligation of the State to make the Loan and Grant is subject to the conditions precedent that:

A. Plan for and Security to Repay the Loan

Recipient shall provide the State with a plan to repay the Loan plus all costs of operating and maintaining the Project which shall include a plan for repayment by property owners in the Project Area, any other assets and revenues of the Recipient available at law, plus the following additional security:

The county shall provide a plan for repayment of the SPWF loan that specifies county road funds as the principal source of funds to repay the SPWF loan, backed by a dedicated source of funds from the "development support" line item of the county's capital improvements program (CIP) or contingency funds budgeted annually.

B. Execution of Loan Documents

The State shall have received prior to the making of the Loan, the Note, certified copies of the Loan resolution(s)/ordinances(s) in form satisfactory to the State, and the minutes of the meeting(s) at which the resolution(s)/ordinance(s) was adopted.

C. Opinion of Counsel

Recipient shall have delivered to the State an opinion of counsel for the Recipient, acceptable to the State, to the effect that:

1. Recipient has the requisite power and authority to execute, deliver and perform this Contract and the Note. This Contract and the Note have been duly and validly authorized by the Recipient; this Contract and the Note have been executed and delivered by an authorized officer of the Recipient and constitute legal, valid and binding obligations of the Recipient. Subject to bankruptcy and other laws of general application affecting the rights and remedies of creditors, this Contract and the Note are enforceable according to their terms.

2. The execution, delivery, performance and compliance with the terms of the Contract and the Note do not violate any provision of any applicable federal, state or local law, rule or regulation binding on the Recipient or any provision of Recipient's charter.

3. There is no action, suit, proceeding or investigation pending or threatened against the Recipient which would, if adversely determined, have a material adverse effect on the Project or on the Recipient's ability to meet its obligations under this Contract or the Note.

D. First Source Hiring Agreement

Recipient shall require James River (EMPLOYER) to enter into a First Source Hiring Agreement with the Oregon Department of Human Resources Employment Division (CONTACT AGENCY) and provide the State with an executed copy of the First Source Hiring Agreement attached hereto, as Exhibit G prior to the date when the state signs this contract.

SECTION 8

COVENANTS OF RECIPIENT

Until the Project is completed and the Loan repaid Recipient agrees that, unless the State shall otherwise consent in writing:

A. Compliance with Laws

The Recipient will comply with the requirements of all applicable laws, rules, regulations and orders of any governmental authority. In particular, but without limitation, the Recipient shall comply with:

1. State procurement regulations found in ORS Chapter 279.
2. State labor standards and wage rates found in ORS Chapter 279.
3. State municipal finance and audit regulations found in ORS Chapter 297.
4. State regulations regarding industrial accident protection found in ORS Chapters 656 and 864.
5. State conflict of interest requirements for public contracts.

6. State environmental laws enacted by agencies listed in Exhibit C hereto, and by this reference incorporated herein.

7. Oregon Administrative Rules, Chapter 123, Division 42, as amended from time to time at the discretion of the State.

B. Project Completion

The Recipient shall proceed expeditiously, and shall complete the Project in accordance with the plans and specifications approved by the State. In the event that the Grant and Loan plus other funds expected to be available to pay for the Project are not sufficient, the Recipient will nevertheless complete the Project in accordance with the plans and specifications approved by the State.

The Recipient shall begin construction on the Project on or before August 1, 1990 and shall complete construction within two (2) years of the date of this Contract.

C. Plans and Specifications

The Recipient shall file plans and specifications for the Project with the State before beginning construction. The State shall review the plans and specifications and may require reasonable modifications.

If the State does not suggest modifications within thirty (30) days of its receipt of the plans and specifications, they shall be deemed approved. The Recipient shall construct the Project only in accordance with the approved plans and specifications.

D. Financial Records and Inspection

The Recipient shall maintain a complete set of books and records relating to the Project in accordance with generally accepted accounting principles. The Recipient shall provide the State with current signed financial statements, in form and substance acceptable to the State, annually or more frequently if so requested.

The Recipient gives the State and any authorized representative of the State access to and the right to examine all books, records, papers or documents relating to the Project.

E. Operation and Maintenance of the Project

The Recipient will have a program, documented to the satisfaction of the State, for the on-going maintenance, operation and replacement, at its sole expense, of the public works service system of which the Project is a part by the Project completion date. This program should include a plan for generating revenues sufficient to assure the operation, maintenance and replacement of the facility during the service life of the Project.

F. Signs and Notifications

The Recipient shall display a sign, provided by the State, near the Project construction site stating that the Project is being funded by Lottery proceeds for the purpose of creating jobs. The Recipient shall include the following statement, prominently placed, on all plans, reports, bid documents and advertisements relating to the Project:

"This Project was funded in part with a financial award from the Special Public Works Fund, administered by the State of Oregon, Economic Development Department."

G. Economic Benefit Reports

The Recipient shall submit reports on the economic development benefits of the Project for five years (5) after the date of this Contract at such intervals and in such form as the State shall specify. Reports shall document temporary construction jobs associated with the Project and any new direct permanent or retained jobs resulting from the Project. The reports shall document the general economic benefits of the Project to the community and provide other information necessary to evaluate the success of the Project. The preparation and filing of these reports shall be at the Recipient's expense.

H. Insurance

Recipient will procure and maintain insurance with financially sound and reputable insurers, or maintain a reasonable system of self-insurance, appropriate to the risks associated with operation of the Project. In the event the Project, or any portion thereof, is destroyed, any insurance proceeds shall first be applied to repay the outstanding Loan principal and interest.

I. Project Revenues

Recipient shall collect fees from property owners in the Project Area ("Project Revenues") each fiscal year equal to the amount the Recipient set out in its plan provided to the State pursuant to Section 7(A) hereof. If the other sources of payment set out in the Section 7(A) hereof plus the Project Revenues are insufficient to pay the principle of and accrued interest on the Note plus all costs of operating and maintaining the Project, the Recipient shall promptly increase its fees and charges to pay all such obligations.

J. Creation of Funds/Accounts

Recipient shall establish and maintain the following funds/accounts:

1. Construction Fund. The Loan, Grant and matching funds shall be deposited in this fund. Earnings on this fund shall be credited to this fund. Moneys in this fund shall be used to pay the Costs of the Project.

2. Loan Fund. Project Revenues shall be promptly deposited in this fund. Earnings on this fund shall be credited to this fund. Moneys in this fund shall be used only to pay the principal of and interest on the Loan.

K. Sales, Leases and Encumbrances

Recipient may not sell, exchange, or otherwise dispose of any property constituting a part of the Project unless it is worn out, obsolete or, in the reasonable opinion of the Recipient, no longer useful in the operation of the Project. Proceeds of such sale, exchange or other disposition not used to replace the property in an amount equal to the Participation Rate shall be deposited in the Loan Fund. Recipient may not mortgage, grant security interest in, or otherwise encumber the Project. Recipient will not issue bonds or other obligations having a claim to the Project Revenues superior to the Loan Fund.

L. Amendment of Loan Resolution(s)/Ordinance(s)

Recipient shall not amend the Loan Resolution(s)/Ordinance(s).

M. Disbursement of Grant Drawdowns

The amount of time between receipt of Grant funds by the Recipient and disbursement shall be kept as brief as is administratively possible.

N. Condemnation Proceeds

In the event the Project, or any portion thereof, is condemned, any condemnation proceeds shall first be applied to repay the outstanding Loan principal and interest.

SECTION 9

DEFAULT

If any of the following "Events of Default" occurs and is continuing, namely:

A. The Recipient fails to proceed expeditiously with, or to complete, the Project or any segment or phase of the Project in accordance with the plans and schedules approved by the State; or

B. Any representation with respect to current or historical information made to the State herein or in the Approved Application, Loan Resolution/Ordinance, financial statement, and any other pertinent documents and reports relied upon by the State in gauging the progress on the Project and performance of duties by the Recipient, are untrue in any respect; or

C. The Recipient fails to perform or observe any of its covenants or agreements contained herein; or

D. The Recipient has not entered into binding legal agreements with all private parties necessary to complete the Project within six (6) months of the date of this Contract; or

E. The State finds that significant corrective actions are necessary to protect the integrity of the Loan and Grant, and those corrective actions are not, or will not be, made within a reasonable time; or

F. The Recipient fails to make any Loan payment when due; or

G. The Recipient violates any provision or condition of the Loan Resolution and the violation continues for sixty (60) days after demand has been made on the Recipient to remedy the violation without commencement of action by the Recipient reasonably satisfactory to the State to remedy the default; or

H. The Recipient (1) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of the Construction or Loan Funds, (2) admits in writing its inability, or is generally unable to pay its debts as they become due, (3) make a general assignment for the benefit of its creditors, (4) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (5) is adjudicated a bankrupt or insolvent, (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debt, or (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under such Bankruptcy Code;

thereupon, and in each such case, the State, by written notice of default to the Recipient, may terminate the whole or any part of this Contract and declare the entire outstanding indebtedness and all other amounts payable hereunder to be forthwith due and payable, whereupon the same shall become forthwith due and payable. Notice of default shall specify, with reasonable particularity, the deficiencies in the Recipient's performance and shall provide the Recipient fifteen (15) days, or such longer period as the State may authorize in its sole discretion, to correct such deficiencies. No notice of default shall be provided in case of an Event of Default under subsection H hereof.

SECTION 10

REMEDIES

In the event the Recipient is found in Default under this Contract, the State may pursue any or all of the remedies set forth in OAR 123-42-045(2) and any other remedies available at law or in equity. Such remedies may include, but are not limited to, termination of the Contract, stop payment on or return of the Loan and Grant, payment of interest earned on the Loan and Grant, declaration of ineligibility for the receipt of future SPWF awards and withholding of other State funds due the Recipient.

SECTION 11

MISCELLANEOUS

A. No Implied Waiver, Cumulative Remedies

No failure on the part of the State to exercise, and no delay in exercising, any right, power, or privilege under this Contract shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

B. Notices

Except as otherwise specified herein, all notices, requests, demands, and other communications to or upon the parties hereto shall be in writing and shall be deemed to have been duly given or made when deposited in the mails, postage prepaid, addressed to the party to which such notice, request, demand, or other communication is requested or permitted to be given or made at the addresses set forth or at such other address of which such party shall have notified in writing the other party hereto.

If to the State: Economic Development Department
595 Cottage Street, NE
Salem, Oregon 97310
Attn: Yvonne Addington, Manager
Community Development Programs Section

If to the Recipient: Multnomah County
Attn: Suzie Lahsene
Department of Environmental Services
Transportation Division
1620 SE 190th Avenue
Portland, Oregon 97233

C. Amendments

The terms of this Contract, including timeframes for Project completion, will not be waived, altered, modified, supplemented, or amended in any manner except by written instrument signed by the parties. Such written modification will be made a part of this Contract and subject to all other Contract provisions.

D. Attorney Fees

The prevailing party in any dispute arising from this Contract shall be entitled to recover from the other its reasonable attorney's fees at trial and on appeal.

E. Indemnity

To the extent permitted by Article XI, section 10 of the Oregon Constitution, Recipient's charter, relevant Oregon statutes and by the Oregon Tort Claims Act, Recipient shall indemnify the State and its officers, employees and agents against any liability for damage to life or property arising from the Recipient's actions under this contract or the actions of Recipient's subcontractors, agents or employees.

F. Severability

If any term or condition of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or condition held to be invalid.

G. Termination of Offer

This Contract offer shall terminate on the 30th day of June 1990, unless this Contract is executed by the parties before that date.

H. Merger

This Contract constitutes the entire agreement between the parties. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed as of the dates set forth below their signatures.

STATE OF OREGON, acting by and through
Economic Development Department

MULTNOMAH COUNTY

(Recipient)

By: _____

Yvonne Addington, Manager
Community Development
Programs Section
Business Resources Division

By: _____

(Signature)

Title: COMMISSION CHAIR

Date: _____

Date: JUNE 14, 1990

Reviewed:

John L. DuBay
DEPUTY COUNTY COUNSEL
MULTNOMAH COUNTY

RATIFIED

Multnomah County Board
of Commissioners

JUNE 14, 1990

Meeting Date JUN 14 1990

Agenda No.: R-4

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Agreement with James River Corporation

BCC Informal (date) BCC Formal June 14, 1990
(date) (date)

DEPARTMENT Environmental Services DIVISION Transportation

CONTACT Susie Lahsene TELEPHONE 248-3636

PERSON(S) MAKING PRESENTATION Paul Yarborough/Susie Lahsene

ACTION REQUESTED:

/ / INFORMATIONAL ONLY / / POLICY DIRECTION /X/ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

Agreement with James River Corporation to compensate Multnomah County approximately one third of the costs of the improvement of the interchange at NE Marine Drive and 223rd Avenue.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL *Pauline Anderson*

Or

DEPARTMENT MANAGER *Steve Yoder*

(All accompanying documents must have required signatures)

3706V/7483V

CLERK OF
MULTNOMAH COUNTY
JUN 14 1990 11:47 AM
OREGON



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 300031

Amendment #

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input checked="" type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input type="checkbox"/> Intergovernmental Agreement</p> <p>RATIFIED</p> <p>Multnomah County Board of Commissioners</p> <p>R-6 June 14, 1990</p>
---	--	--

Contact Person Susie Lahsene Phone 248-3636 Date June 6, 1990

Department Environmental Services Division Transportation Bldg/Room 425/Yeon

Description of Contract Agreement with the James River Corporation to compensate Multnomah County for approximately one third of the cost of the improvement of the 223rd Avenue and NE Marine Drive interchange.

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

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

Contractor Name James River Corporation

Mailing Address 906 NW Drake St.

Camas, WA 98607

Phone (206) 834-8306

Employer ID # or SS # _____

Effective Date Upon signature

Termination Date At project completion

Original Contract Amount Revenue, not to exceed \$ 140,000.00

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Payment Term

☐ Lump Sum \$ _____

☐ Monthly \$ _____

☐ Other \$ _____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager [Signature]

Date 6-6-90

Purchasing Director _____

Date _____

(Class II Contracts Only)

County Counsel [Signature]

Date 6/6/90

County Chair/Sheriff [Signature]

Date 6/14/90

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

AGREEMENT

For The Improvement of the Interchange at NE 223rd Avenue and Marine Drive

THIS AGREEMENT is entered into as of the ____ day of _____, 1990, by and between Multnomah County, a home rule political subdivision of the State of Oregon, hereinafter referred to as "County," and James River Corporation, hereinafter referred to as "James River."

RECITALS:

- A. James River has developed a chip reloading facility and plans for a future log debarker operation near NE 223rd and Marine Drive on the Columbia River.
- B. The new and future operations are dependent on trucks and barges to move the resources in and products out.
- C. Most trucks carrying logs for the plant arrive from the East on the Interstate to the new James River facility.
- D. Only two ramps serve the interchange on NE 223rd Avenue and Marine Drive which provides access to the James River facility. The turning radius on these ramps is insufficient to allow large trucks to make the turn safely from Marine Drive to NE 223rd Avenue.
- E. The County and James River wish to improve the interchange to provide adequate access to the new James River facility.

THE PARTIES AGREE:

- 1. The County will prepare plans, specifications, advertise, award the contract and manage the contract for construction of the improvement of the interchange at NE 223rd Avenue and Marine Drive.
- 2. The County will cause construction to be completed by an approved contractor of a standard diamond interchange in accordance with Transportation Division Standards.
- 3. The estimated project construction cost is \$307,000, to be shared by the parties as follows:
 - a) The County will contribute approximately two thirds of the project construction costs, not to not to exceed \$200,000.
 - b) James River will contribute approximately one third of the project construction costs--estimated at \$107,000, but not to exceed \$140,000. Such amount shall be billed by the County at completion of the project and payable to the County within 20 days thereafter.

AGREEMENT

For The Improvement of the Interchange at NE 223rd Avenue and Marine Drive

Page 2

- c) In the event that actual construction costs exceed \$340,000, payment of the balance will be negotiated by both parties.
4. The County will indemnify and hold James River harmless from and against all claims, damages, costs and expenses for bodily injury and property damage claimed against or incurred by James River arising out of the construction project.

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

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By Gladys McCoy
Gladys McCoy, Chair
Board of County Commissioners

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By John L. D. Bay

JAMES RIVER CORPORATION

By J. A. Barber V. P. Mfg.

RATIFIED

**Multnomah County Board
of Commissioners**

June 14, 1990

5-22-90

Meeting Date JUN 14 1990
Agenda No. R-7

REQUEST FOR PLACEMENT ON THE AGENDA

Subject Notice of Intent to Apply for GrantInformal Only* _____
(Date)Formal Only _____
(Date)DEPARTMENT DHS DIVISION ASDCONTACT Jim McConnell/Jan Tucker TELEPHONE 248-6138*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy**BRIEF SUMMARY** Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

An RFP has been issued by the Social Security Administration for an SSI (Supplemental Security Income) Outreach Demonstration Program. Nationally, a significant number of people who are potentially eligible for SSI benefits have not filed for them. The PMCoA, with AARP and ASD, last year successfully conducted a pilot project to reach out to minority persons potentially eligible for SSI benefits. The project received national attention for its development of translated SSI information in six languages. This project will seek to extend & institutionalize an SSI Outreach program to community minorities.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL
INDICATE THE ESTIMATED TIME NEEDED ON AGENDA five minutes

IMPACT:

6/18/90 Annotated Agenda sent to Jim McConnell/Jan Tucker

☒ PERSONNEL Any personnel hired will be on personal services contract basis.

☒ FISCAL/BUDGETARY Match requirements will be met by in-kind contributions. There is no impact on the county general fund.

☐ General Fund

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: L. Duane Zussy (ac)BUDGET / PERSONNEL Thomas A. Spry

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, etc.)

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



MULTNOMAH COUNTY OREGON

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

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

MEMORANDUM

TO: Gladys McCoy, Chair
Board of County Commissioners

THROUGH: Duane Zussy, Director *Duane Zussy (ac)*
Department of Human Services

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

DATE: May 23, 1990

SUBJECT: Intent to apply for Social Security Administration SSI Outreach
Demonstration Grant

RECOMMENDATION: That the Board of County Commissioners support the application for grant funds to increase the utilization of SSI benefits among eligible individuals.

BACKGROUND: SSI is an entitlement program, funded by both state and federal funds, which provides a subsistence income and Medicaid benefits to low-income persons age 65 or older or disabled of any age. Nationally, it is estimated that fewer than half of those eligible for SSI apply. Minorities, homeless, disabled children, and HIV-infected persons are especially under-represented.

For several years, ASD has worked with the PMCOA to develop greater public awareness of SSI. Additionally, ASD has a long range goal to develop special programs to serve ethnic minority elderly. Two pilot projects, including one which received national recognition for its development of informational materials in six languages, precede this application.

The ASD proposal is to hire bi-lingual, bi-cultural workers to reach out to at least 1000 minority individuals who may be eligible for SSI. The PMCOA's Minority Committee will serve as the steering committee for the project.

ANALYSIS: The successes of previous projects have led staff to believe that a longer-term outreach effort will result in significant increases in SSI applications. It will also cement cooperative relationships among minority service providers, ASD, and the Social Security offices. Ultimately, the maximization of SSI can prevent or delay institutionalization, support minority family caregivers, and improve the quality of life for hundreds of individuals.

APPENDIX A

SAMPLE NOTICE OF INTENTDate: 5-22-90

TO: BOARD OF COUNTY COMMISSIONERS

DEPARTMENT AND CONTACT PERSON: DHS, ASD, Jim McConnell

GRANTOR AGENCY: Social Security Administration

BEGINNING DATE OF GRANT: 60 days from issuance of notice of grant award.

PROJECT TITLE: SSI Outreach Demonstration Program

PROJECT DESCRIPTION/GOALS:

- 1) To increase the number of minority persons age 60 or older or disabled receiving SSI benefits.
- 2) To identify and alleviate barriers experienced by individuals potentially eligible for SSI benefits.
- 3) To evaluate the effectiveness of approaches to outreach among different minority populations.
- 4) To strengthen coalitions among public/private service providers and the social security offices.

		Direct/Indirect	
PROJECT ESTIMATED BUDGET:	FEDERAL SHARE	\$ 222,497 / 7503	95 %
	STATE SHARE	\$ n/a /	%
	in-kind COUNTY SHARE	\$ 11,500 /	5 %
	TOTAL	\$ 233,997 / 7503	100 %

EXPLANATION OF COUNTY SHARE: (explaining indirect costs, hard-match, in-kind, etc)

County share will be in-kind match through contributions of supervisory time, steering committee time, office space, clerical, and other support services.

SPECIFY REPORTING AND/OR BILLING REQUIREMENTS OF GRANTOR AND WHO REPORTS: FINANCE _____
DEPARTMENT _____ IF DEPT. REPORTS, INDICATE REASONS

Grantor requires quarterly progress and financial reports which will be completed by ASD staff.

GRANT DURATION AND FUTURE RATIO: (Indicate amount of county match per year)

17 months.

ADVANCE REQUESTED _____ YES _____ NO, IF NOT, INDICATE REASON(S).

RECEIPT OF FUNDS WILL BE DEPOSITED TO P. O. BOX _____ OR WIRED DIRECTLY _____,
IF NOT, INDICATE REASON(S).

PERSONNEL (Use appropriate County classification
with yearly costs.)

FULL TIME

FRINGE

TOTAL

All personnel will be hired on personal services contract basis.

EXPLAIN MATERIALS & SERVICES AND CAPITAL EXPENDITURES WITH TOTAL DOLLAR AMOUNTS

Telephone purchase and installation	150.00
Printing and duplicating costs	3000.00
Conference and travel expenses	5000.00
Volunteer mileage reimbursement	5160.00
Two work stations/equipment	1480.00
	<u>14,790.00</u>

COMMENTS

Grant Manager

Grant Manager Signature

Date

Budget Division

Thomas A. Sym

Budget Division Signature

5/29/90

Date

Finance Division

Van Hazel

Finance Division Signature

5/30/90

Date

Employee Relations

Employee Relations Signature

Date

Department Director

D. Duane Zussy (ac)

Department Director Signature

5/25/90

Date

DATE SUBMITTED _____

(For Clerk's Use)

Meeting Date **JUN 14 1990**

Agenda No. **R-8**

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Notice of Intent

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Human Services DIVISION Health

CONTACT Bev Lauck/Jeanne Gould TELEPHONE 3674

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy/Scott Clement

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

Approval is requested to apply for a grant from the Department of Health and Human Services, Public Health Service and BHCDA. The grant will provide enhanced HIV/AIDS treatment to approximately 300 clients on an outpatient care basis.

*Bureau of Health Care Delivery & Assistance
6/16/90 Annotated Agenda Sent to Bev Lauck/Jeanne Gould*

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☒ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☐ RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ GENERAL FUND

OTHER _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: D. Duane Zussy

BUDGET / PERSONNEL: Thomas G. Sp... Susan Daniel

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____

(Purchasing, Facilities Management, etc.)

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



MULTNOMAH COUNTY OREGON

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

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

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Duane Zussy, Director *Duane Zussy (cc)*
Department of Human Services

FROM: Bill Odegaard, Director *Bill*
Health Division

DATE: May 21, 1990

SUBJECT: RECOMMENDATION TO APPROVE NOTICE OF INTENT

RECOMMENDATION: The Health Division recommends approval by the Board of County Commissioners of the attached Notice of Intent. This notice describes an HIV/AIDS treatment grant from the Department of Health and Human Services, Public Health Service and BHCDA.

ANALYSIS: This grant will provide enhanced HIV/AIDS treatment to approximately 300 clients. Treatment will include the medical management of HIV-related conditions, nursing casemanagement and social assessments. A total of 6.5 FTE would be added to the Health Division. The remainder of grant funds would purchase pharmaceuticals, laboratory services, consultation, outside referrals and cover the costs of operation.

BACKGROUND: The Health Division currently serves about 300 clients with HIV/AIDS related symptoms. These patients range from the newly diagnosed seropositive individual to patient with severe, end-stage AIDS complications. We now receive 5-8 new referrals from the community each week. These clients require a range of services and most have no other health care options. This grant would fund out-patient care for these clients.

MULTNOMAH COUNTY NOTICE OF INTENT

DATE: 5/18/90

TO: BOARD OF COUNTY COMMISSIONERS

DEPARTMENT AND CONTACT PERSON: Department of Human Services
- Bev Lauck and Jeanne Gould

GRANTOR AGENCY: Dept. of Health and Human Services, PHS, HRSA & B HCDA

BEGINNING DATE OF GRANT: October 1, 1990

PROJECT TITLE: Grant to Provide Preventive & Primary Health Care
Services to Persons with HIV Infection and/or AIDS

PROJECT DESCRIPTION/GOALS:

This project will provide outpatient primary health care services to persons with HIV infections and AIDS. Services will include the on-going medical management of HIV-related conditions, as well as nursing casemanagement. Clients will also receive social and financial assessments in order to access available community supports and entitlement programs (Medicaid, Medicare, SSDI). Two CHNs will interface with other community-based HIV treatment programs with the aim of improving patient casemanagement and interagency referrals.

The purpose of this grant is to improve the accessibility, coordination and continuity of preventive and primary health care services to persons with, or at risk of, HIV infection. The goals are to improve the wellness of persons with HIV infection, decrease complications associated with the infection, and prevent the spread of HIV infection to persons at risk.

Direct/Indirect

PROJECT ESTIMATED BUDGET:

FEDERAL SHARE	\$	478,151 / 31,319	6.55	%
STATE SHARE	\$	/		%
LOCAL SHARE	\$	/		%
TOTAL	\$	478,151 / 31,319		%

EXPLANATION OF LOCAL SHARE: (explain indirect costs, hard-match, in-kind, etc.)

No match required.

SPECIFY REPORTING AND/OR BILLING REQUIREMENTS OF GRANTOR AND WHO REPORTS:
FINANCE _____ DEPARTMENT x IF DEPT. REPORTS, INDICATE REASONS

Reports semi-annually to B HCDA.
Full indirect cost recovery.

GRANT DURATION AND FUTURE RATIO: (INDICATE AMOUNT OF COUNTY MATCH PER YEAR

Grant duration = 3 years. No match requirement.

ADVANCE REQUESTED x YES _____ NO, IF NOT INDICATE REASON.

PERSONNEL DETAIL

(Use appropriate County classification with yearly costs.)

	<u>FULL TIME</u>	<u>FRINGE</u>	<u>INS</u>	<u>TOTAL</u>
.5 MD	31,361	5,394	3,327	40,082
.5 NP (FNP)	19,560	3,364	4,151	27,075
1.0 MSW	25,945	4,463	4,356	34,764
1.0 CHN	29,249	5,031	4,651	38,931
1.0 CHN	29,249	5,031	4,651	38,931
1.0 OA, 2	17,539	3,017	3,963	24,519
1.0 OA 2	17,539	3,017	3,963	24,519
.25 PHARMACIST	9,181	1,579	914	11,674
.25 LAB TECH	5,284	909	859	7,052
6.5	184,907	31,805	30,835	247,547

EXPLAIN MATERIALS AND SERVICES AND CAPITAL EXPENDITURES WITH TOTAL DOLLAR AMOUNTS

Outside Referrals	45,000
Local Mileage	1,104
Materials & Supplies	18,000
Laboratory	41,000
pharmacy	100,000
Data Processing (one time only)	8,000
CAP Counselling Contract	15,000
Consultation Time for MD	2,500

COMMENTS

GENERAL MATERIALS & SERVICES	230,604
TOTAL DIRECT	478,151
INDIRECT COST RECOVERY	31,319
TOTAL	509,470

GRANT MANAGER

Bert Lauck 5/22/90
Signature Date

BUDGET DIVISION

James J. Spun 6/4/90
Signature Date

FINANCE DIVISION

John Hazel 6/4/90
Signature Date

PERSONNEL DIVISION

Susan Daniell 6/5/90
Signature Date

DEPARTMENT DIRECTOR

Duane Zurey (u) 5/30/90
Signature Date

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date JUN 14 1990
Agenda No. R-9

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Ratification of Intergovernmental Agreement

Informal Only* _____

(Date)

Human Services

Formal Only _____

(Date)

DEPARTMENT Multnomah County Chair DIVISION Health

CONTACT Richard Abrahamson TELEPHONE 3674

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy/Scott Clement

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

Ratification of Intergovernmental Revenue Agreement between Multnomah County and State of Oregon Adult and Family Services Division whereby the State will reimburse the County for dental services provided to Title 19 clients for the period of July 1, 1990 through June 30, 1991.

6/16/90 ORIGINALS to H. Brame

FULL COPY OF THE CONTRACT AVAILABLE AT THE CLERK OF THE BOARD
(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ GENERAL FUND

OTHER _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: D. Duane Zussy (cc)

BUDGET / PERSONNEL: _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) [Signature]

OTHER _____

(Purchasing, Facilities Management, etc.)

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



MULTNOMAH COUNTY OREGON

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

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

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Duane Zussy, Director *Duane Zussy (ac)*
Department of Human Services

FROM: *Belle* Billi Odegaard, Director
Health Division

DATE: May 16, 1990

SUBJECT: Intergovernmental Revenue Agreement With State Adult and Family
Services Division

Recommendation: The Health Division and the Department of Human Services recommend County Chair approval of this \$5,000 intergovernmental revenue agreement with the State Adult and Family Services Division for the period July 1, 1990, to June 30, 1991.

Analysis: This contract authorizes the Health Division to provide dental care to Title XIX eligible clients without prior authorization and to be reimbursed up to \$5,000 for those services.

Background: Traditionally, the state does not reimburse for dental care unless the care has been prior authorized.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 100091 (FY90-91)

Amendment # —

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement (RATIFIED) Multnomah County Board of Commissioners R-9 June 14, 1990

Contact Person Brame Phone 2670 Date 5-24-90

Department Human Services Division Health Bldg/Room 160/2

Description of Contract State continues to reimburse for dental services provided to TITLE 19 Clients.

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

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

Contractor Name State of Oregon Adult & Family Services

Mailing Address Public Service Building

Salem, OR 97310

Phone 378-5581

Employer ID # or SS # N/A

Effective Date July 1, 1990

Termination Date June 30, 1991

Original Contract Amount \$ 5,000

Amount of Amendment \$ _____

Total Amount of Agreement \$ 5,000

Payment Term

☐ Lump Sum \$ _____

☐ Monthly \$ _____

☒ Other \$ invoice

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

LM Department Manager D. Duane Zussy (cc) Date 5/30/90

Purchasing Director _____ Date _____
(Class II Contracts Only)

County Counsel [Signature] Date 6-4-90

County Chair/Sheriff [Signature] Date 6/14/90

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	010	0811					0316	2603 Rev Code	2,500		
02.	156	010	0812					0316	2603 Rev Code	2,500		
03.												

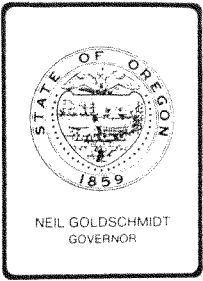
INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE



OMAP 3250 (2/90)

Department of Human Resources

OFFICE OF MEDICAL ASSISTANCE PROGRAMS

PUBLIC SERVICE BUILDING, SALEM, OREGON 97310-0380 PHONE 378-2263

TOLL FREE MESSAGE LINE 1-800-527-5772

OMAP Contract # 90-H-41

Medicheck Dental Services

This Contract is between the State of Oregon, Department of Human Resources, hereafter known as DHR, acting by and through its Office of Medical Assistance Programs hereafter called OMAP, and, Multnomah County Department of Human Services, hereafter known as Contractor.

The Department of Human Resources is the umbrella agency under ORS 184.750, charged with operating programs to provide Human Resource programs and services to the citizens of Oregon. Within this array of programs are medical assistance programs, and OMAP is responsible for operating certain medical assistance programs for the State of Oregon for persons who meet specified eligibility criteria.

1. Retirement System Status

Contractor is a contributing employer for the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to this payment.

2. Basic Purpose of Contract

To provide for Dental services to Medicheck eligible clients of OMAP within the limits of the Medicheck Program.

3. Statement of Work

a. Contractor agrees to provide services authorized under the Dental/Denturist Services for OMAP Medical Assistance Program which is in effect at the time services are performed.

b. The above Dental/Denturist Services for OMAP Medical Assistance Program is hereby incorporated into and made part of this Contract.

Begin: July 1, 1990

End: June 30, 1991

c. In order to facilitate services, OMAP and Contractor also agree to the following processes and liaisons:

Mutually:

- (1) Have their liaison representatives meet when necessary to discuss problems of mutual concern:

OMAP shall:

- (1) Assign the OMAP Dental Program Manager as liaison to Contractor;
- (2) Refer eligible participants to Contractor as appropriate;
- (3) Process and pay authorized invoices submitted by Contractor without requirement for prior authorization in accord with the published fee schedule.

Contractor shall:

- (1) Assign supervisory level representatives from staff as liaison with the OMAP Dental Program Manager;
- (2) Record all referrals, from OMAP Dental Program Manager;
- (3) Maintain records of services and expenditures in program;
- (4) Provide OMAP Dental Program Manager with a report of services in such format and at such times as requested;
- (5) Without reimbursement from OMAP provide dental diagnostic services and treatment, to that extent feasible, to eligible OMAP clients should the total value of services billed for reimbursement from OMAP exceed \$5,000.

4. Consideration

- a. OMAP agrees to pay Contractor at the fee rates stated in the OMAP Dental/Denturist Services Guide not to exceed the sum of \$5,000 for accomplishment of the work.
- b. Interim payments shall be made to Contractor. Interim payments that are included as part of this Contract shall be made according to the following schedule: By invoice monthly with final invoices due no later than July 15, 1991.

5. Travel

Travel expenses based upon appropriate state rates shall not be reimbursed to the Contractor by OMAP and are not included in the amount of consideration listed in 4. above. Travel expenses are estimated in the amount of \$ None.

6. Government Employment Status

- a. The Contractor certifies that it is not currently employed by the federal government.
- b. Contractor certifies it is a political subdivision of the State of Oregon.

7. Subcontracts

Contractor shall not enter into any subcontracts for any of the work scheduled under this Contract without obtaining prior written approval from OMAP.

8. Dual Payment

Contractor shall not be compensated for work performed under this Contract from any other department of the State of Oregon.

9. Funds Available and Authorized

OMAP certifies at the time the Agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within OMAP's current appropriation or limitation, provided, however, that continuation of this Agreement, or any extension, after the end of the biennium which ends June 30, 1991, is contingent upon a new appropriation for the succeeding biennium for the purpose of this Agreement.

10. Termination

This Contract may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing and delivered by certified mail or in person.

OMAP may terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by OMAP, under any of the following conditions:

- a. If OMAP funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. When possible, and when agreed upon, the contract may be modified to accommodate a reduction in funds.
- b. If federal or state regulations or guidelines are modified or changed in such a way that the services are not longer allowable or appropriate for purchase under this Contract.
- c. If any license or certificate required by law or regulation to be held by the Contractor to provide the services

required by this Contract is for any reason denied, revoked, or not renewed.

Any such termination of this Contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

OMAP by written notice of default (including breach of contract) to the Contractor may terminate the whole or any part of this Agreement:

- a. If the Contractor fails to provide services called for by this Contract within the time specified herein or any extension thereof; or
- b. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from OMAP, fails to correct such failures within 10 days or such longer period as OMAP may authorize.

The rights and remedies of OMAP provided in the above clause related to defaults (including breach of contract) by the Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

11. Access to Records

OMAP, the Secretary of State's Office of the State of Oregon, the federal government, and its duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcripts.

12. Workers' Compensation Coverage

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

13. Ownership of Work Product

All work products of the Contractor which result from this Contract are the exclusive property of OMAP.

14. Nondiscrimination

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

(Copies are available from the Reference Supervisor, State Library; Supreme Court Library; Multnomah County Law Library; and University of Oregon Law Library.)

15. Special Federal Requirements

Contractor must comply with the relevant part of 45 CFR Part 74 including:

- a. Contractor agrees to comply with Executive Order 11246 entitled Equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in Department of Labor Regulation 41 CFR Part 60. All subcontracts shall also comply with these provisions.
- b. Contractor shall maintain fiscal records and other records pertinent to this Contract. All fiscal records shall be maintained pursuant to accepted accounting standards and other records shall be maintained to the extent necessary to clearly reflect actions taken. Contractor further agrees to provide access to any books, documents, papers and records of Contractor which are pertinent to this Contract and, further, to allow the making of excerpts, transcripts, or performing audits or examination thereof. Such access shall be freely allowed to state and federal personnel and their duly authorized agents.

All such records shall be retained and kept accessible for three years following final payment and conclusion of all pending matters. All subcontracts shall also comply with these provisions.

In addition, the Contractor and his agents, employees and subcontractors shall maintain all such records fully confidential. Such confidential status shall be in compliance with the requirements stated in 45 CFR 205.50 and 42 CFR 431 subpart F.

- c. Contractor shall 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 (PL94-165). All subcontracts shall also be in compliance with the foregoing.

16. Executive Department Approval

Executive Department and Department of Justice approval is not required before any work may begin under this Contract.

17. Relations Among Parties Affected By Agreement:

Notwithstanding any provisions under which OMAP agrees to accept liability, including the indemnification of Contractor or others, the liability of OMAP, for all events arising under this Agreement, is limited by Article XI, Section 7, of the Oregon Constitution and the Oregon Tort Claims Act. Liability of Contractor is limited to the sums and limitations stated in Article XI, Section 11, of the Oregon Constitution and the Oregon Tort Claims Act.

a. Responsibility for Performance

Contractor, in performing its duties to provide or arrange for the provisions of services and goods pursuant to this Agreement, may employ dentists, dental personnel, technicians, hospitals, laboratories, or other personnel and facilities as it deems appropriate and in a manner it deems appropriate.

b. Insurance and Indemnification

- (1) Subject to the opening provision of this Section, Contractor agrees to indemnify, defend and hold harmless OMAP and its officers and employees against any actions, suits or judgments arising from obligations under this Agreement for which Contractor is responsible.
- (2) Subject to the opening provision of this Section, OMAP agrees to indemnify, defend and hold harmless Contractor and its partners, officers and employees against any actions, suits or judgments for any liability for damages to life or property for which OMAP is responsible.

c. OMAP and Clients Not Agent or Representative of Contractor

Neither OMAP any of OMAP's clients is the agent or representative of Contractor and neither is liable for any acts or omissions of Contractor, its agents or employees, or any Dentist, or any organization with which Contractor has made or hereafter makes arrangements for performance of services or provision of goods under this Agreement.

d. Contractor Not Employee, Officer or Agent of OMAP

Contractor and its employees and agents are performing the contracted duties under this Agreement as independent contractors and not as employees or agents of OMAP.

18. Tax Compliance

No contract or other agreement for the purpose of providing goods, services or real estate space to any agency shall be entered into, renewed or extended with any person, unless the person certifies in writing, under penalty of perjury, that the person is, to the best of the person's knowledge, not in violation of any tax laws described in ORS 305.380(4).

By execution of this Agreement, I _____, an authorized representative of Contractor, swears/affirms, under penalty of perjury as provided in ORS 305.385(6), that to the best of its knowledge that Contractor is not in violation of any of the tax laws described in ORS 305.380(4).

19. Entire Agreement

This Contract contains the entire agreement between the parties.

Changes may be made only through a written and timely executed amendment.

Contractor, by execution below, hereby certifies having read and understood the agreement and agrees to be bound by the terms of this Contract.

20. Contractor Data:

NAME: County of Multnomah
Multnomah County Department of Human Services
Health Division
ADDRESS: 426 Southwest Stark, Second Floor
Portland, OR 97204
CONTRACTOR FEDERAL I.D.# 93-6002309

Signatures

CONTRACTOR:

MULTNOMAH COUNTY, OREGON

By

Gladys McCoy
Gladys McCoy
Multnomah County Chair

Date

6/14/90

REVIEWED:

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

By:

Date:

6.4.90

RATIFIED
Multnomah County Board
of Commissioners

JUNE 14, 1990

STATE OF OREGON

Office Of Medical Assistance
Programs

203 Public Service Building Salem,
Oregon 97310

By

Authorized Representative

Date

OMAP Asst. Director

Reviewed

OMAP Contracts Manager:

JUN 14 1990
R-10

Meeting Date: JUNE 7, 1990

Agenda No.: R-5

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Amendment to Nuisance Code/Ordinance

BCC Informal June 5, 1990 BCC Formal June 7, 1990
(date) (date)

DEPARTMENT DHS DIVISION Vector Control

CONTACT Peter DeChant TELEPHONE 289-1405

PERSON(S) MAKING PRESENTATION Peter DeChant

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 15 minutes

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

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

Expands authority of nuisance control, permitting better enforcement against unsecured, vacant houses. Co-sponsored by Sharron Kelley.

6/15/90 Copies to Ordinance Distribution list
6/18/90 copies to PETER DeChant, Robert Trachtenberg,
Tom Oxley

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Sharron Kelley

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

ORDINANCE FACT SHEET

Ordinance Title: Ordinance Amending MCC 7.20, Nuisances

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefited, other alternatives explored):

Expand the authority of nuisance control to permit better enforcement against unsecured, vacant houses.

What other local jurisdictions in the metropolitan area have enacted similar legislation?

City of Portland

What has been the experience in other areas with this type of legislation?

Portland now uses a more sophisticated, labor-intensive approach through a different ordinance.

What is the fiscal impact, if any?

\$0.00 - \$5,000/year

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: Phil Tracht

Planning & Budget Division (if fiscal impact): Thomas J. Spr

Department Manager/Elected Official: Sharon Kelly

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 653

An ordinance amending MCC 7.20, Nuisances, to delete certain provisions and to change certain definitions and to regulate vacant and unsecured buildings.

(Language in brackets [] is to be deleted; underlined language is new)

Multnomah County ordains as follows:

Section I. Section Title and Pleading.

This ordinance shall be known as the amending ordinance to MCC 7.20, Nuisances, may be so pleaded, and shall be referred to as "this ordinance."

Section II. Findings.

The Board finds as follows:

A. MCC 7.20, Nuisances, requires amendment to provide for improved definitions, delete certain provisions and to provide for regulation of certain nuisances on both private and public property.

B. Administration of this ordinance more appropriately should be performed by the Department of Human Services.

C. Increasing evidence of vacant and open structures requires the Board to include such conditions within its ordinance.

Page

Section III. Amendments.

Chapter 7.20 of the Multnomah County Code is amended as follows:

7.20.010 Definitions. As used in MCC 7.20.005 to 7.20.130 and 7.20.990, unless the context requires otherwise:

(C) "Director" means the Director of the Department of [Environmental] Human Services of Multnomah County or the director's authorized representative.

(J) "Nuisance" means any [annoying, unpleasant or obnoxious] condition or practice causing or capable of causing an unreasonable threat to the public health, safety or welfare in the circumstances, but does not include noise, provided, however, that anything defined as a nuisance in MCC 7.20.060 shall be a nuisance.

(S) "Vector" means any insect organism, including but not limited to flies, fleas, [lice,] ticks, [fly maggots] and mosquitoes [larvae], capable of bearing or carrying a disease transmittable to human beings.

7.20.060 Nuisances Prohibited.

(A) It shall be unlawful for any person to maintain or allow to exist the following things, practices or conditions on any property or within public road rights of way adjacent to that property, which shall be nuisances:

(7) Uncontrolled or uncultivated growth of weeds,

brush, [berry vines, poison oak, poison ivy, tansy ragwort] or
grasses which offer vector or rodent harborage, contribute
noxious pollens to the atmosphere, constitute a fire hazard or
[unreasonably interfere with the use and enjoyment of abutting
public or private property.] produce toxins that are harmful to
humans, pets, livestock or wildlife.

(9) [Any accumulation of dirt, sand, gravel, pieces
or chunks of concrete or other similar inorganic material,
which is unsightly and reduces the aesthetic appearance of the
neighborhood.] Any vacant building, left unsecured and
unattended and accessible to the public.

SECTION IV. Effective Date.

This Ordinance shall take effect thirty (30) days after its
execution by the County Chair, pursuant to chapter 5.50 of the
Charter of Multnomah County.

ADOPTED this 14th day of June,

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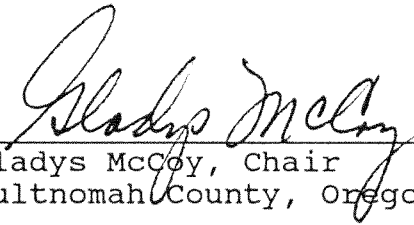
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Page

1 1990, being the date of its second reading before the Board
2 of County Commissioners of Multnomah County.

3
4 (SEAL)

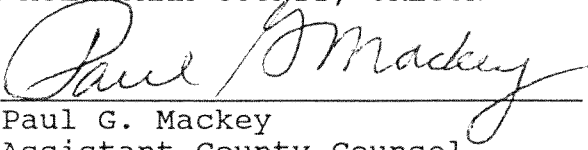
5 By


Gladys McCoy, Chair
Multnomah County, Oregon

6
7 REVIEWED:

8 LAURENCE KRESSEL, COUNTY COUNSEL
9 FOR MULTNOMAH COUNTY, OREGON

10 By


Paul G. Mackey
Assistant County Counsel

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12 3ATTY.52/mw
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Meeting Date: JUN 14 1990

Agenda No.: R-11

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Resolution in the matter of
SUBJECT: Solid Waste Disposal Fees Impact on Charitable Recycling Agencies

BCC Informal _____ BCC Formal 6/14/90
(date) (date)

DEPARTMENT Nondepartmental DIVISION County Chair's Office

CONTACT Kathy Millard TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION Diane Luther & Kathy Millard

Copies to Kathy & Diane Lynn Rodal & Cheryl Collison & Gretchen Kefauver & Tim Hornbecker, Capt. Mazy
ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

Resolution

In the matter of supporting the efforts of local charitable recycling agencies and encouraging the Metropolitan Service District to reduce the solid waste disposal costs of these agencies while encouraging their recycling contributions.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Gladys Sney

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

#1 St. Vincent de Paul

NAME Tim Hornbecker
ADDRESS 3536 SE 26th
Portland OR 97202
City Zip

I wish to speak on Agenda Item # Charitable Recycling
Subject Rate Freeze
✓ FOR — AGAINST R-11

#2 Salvation Army

NAME Mrs. Capt Mary Lynn Roda
ADDRESS 139 Martin Luther King Bl.
Portland 97214
City Zip

I wish to speak on Agenda Item # Rate Freeze
Subject R-11
✓ FOR — AGAINST

#3 Goodwill Ind.

NAME Cheri Gallison
ADDRESS 1431 SW Westwood Dr.
Portland 97201
City Zip

I wish to speak on Agenda Item # R-11
Subject Resolution - Support
✓ FOR — AGAINST for Charitable Recycling efforts



PORTLAND COUNCIL

Society of St. Vincent de Paul

3536 S.E. 26th • P.O. Box 82760 • Portland, Oregon 97282-0760 • Phone 503-235-7837

June 12, 1990

Dear County Commissioners,

We are the Coalition of Charitable Non-Profit Rehabilitation Organizations. What does that mean? That means we collect, process and sell donated goods to generate revenue for our service programs. Items we cannot sell in our retail stores are recycled, including rags metal, cardboard, mattresses and glass.

Our program services include: providing training and employment to people with disabilities, assisting homeless and hungry families, serving individuals in need of rehabilitation, and providing charitable services to the disadvantaged. Just as Metro's mission is a vital service to our community, the mission and program services of the members of the Coalition are vital to the welfare of this community.

For the past four years we have worked with Metro to try and establish rate relief based on our combined, extensive recycling efforts. We need action now to come to an equitable solution. We ask for your support as County Commissioners, since Metro has been unwilling to recognize our recycling role, but even more import, our role as human services provides in Portland.

We recognize that Metro's mission is a vital service to our community. We are asking you to recognize our efforts as a significant contribution to that mission. And we are also asking that you recognize that our services are vital to the welfare of this community and deserve support in the form of rate relief.

Last year, Coalition members (Goodwill Industries, St. Vincent de Paul Society, The Salvation Army and Deseret Industries) collected nearly 14 thousand tons of used clothing and household items. This represents nearly 7,000 tons of goods that were put to a useful purpose rather than shipped to landfills.

Clearly, our salvaging efforts helps with Metro's legislative mandate to reduce the amount of trash that goes to the landfill.

Unfortunately, people leave items with us which are in no way re-sellable or recyclable. Last year alone we had to dispose of 6,865 tons of unusable materials—everything from torn-up couches to yard clippings to hypodermic needles, which has become a major problems for us, to say the least.

Because of the volume of trash left at our sites, we have been forced to develop methods to decrease the burden of disposing and paying for disposal of this trash. Those methods include: extending

hours at attended donation sites to screen donations, fencing and monitoring locations, and providing public education and persuasion.

However, even with these efforts, each time disposal rates increase, our trash problem increases as well.

Thus, the members of the Coalition feel the impact of the rising disposal fees in two ways: 1) the ever-increasing fees limit our ability to provide services to the disadvantaged in this community by diverting our dollars from services to dumping fees, and 2) when fees are increased people increase their level of illegal dumping of trash at our donation sites. Again, every dollar we spend on trash disposal takes a dollar away from our critical rehabilitation and charitable services.

We do believe you as County Commissioners can help us maintain our services by granting rate relief in a way that works well for the county as well as for us.

OUR REQUEST

A permanent freeze at current disposal rates.

BENEFITS OF A PERMANENT FREEZE

- The current level of income to Metro from qualifying non-profit reuse organizations would be maintained.
- The added incentive remains for members of the Coalition to improve recycling in order to limit disposed poundage.
- Both Metro and the charitable organizations benefit from a simple and cost effective accounting and monitoring system.

Only those charitable re-use organizations who substantially assist Metro's mandate to reduce the amount of trash going into the landfill would be granted relief.

ELIGIBILITY CRITERIA

The suggested criteria an organization must meet to qualify for the permanent freeze:

1. The organization must be a non-profit entity under 501 (c) (3) of the Internal Revenue Service Code;
2. The organization must provide direct services to disadvantaged people through the collection, processing, and sale of used goods;
3. The organization does not contract with for-profit organizations to collect, process, or sell the used goods;
4. The organization shall be registered with the Corporation Commission of Oregon as a non-profit entity;

5. The organization shall submit a copy of its Federal Form 990 (Return of Organization Exempt from Income Tax) from its most recent fiscal year;
6. The organization shall submit any additional data deemed necessary for Metro to ascertain the social and economic benefit contributed to the community by the non-profit organization;
7. The organization shall submit a report to the Department of Justice Charitable Trust.

Many other communities provide rate relief based on similar criteria. A list showing examples of these accommodations is enclosed.

The 14% rate increase for disposal fees effective July 1 will increase our disposal fees by a minimum of \$56,000, not including increased trash dumped at our facilities. This will negatively impact service programs. It is imperative that you, as County Commissioners request an immediate freeze at current disposal rates to qualifying non-profit organizations who meet the above suggested criteria. It is also imperative, for the sake of our programs, that you act speedily to adopt a policy of long-term relief for charitable non-profit recycling agencies, such as a permanent freeze, as soon as possible.

If you need further information, please call any one of us.

Sincerely,

Tim Hornbecker
Executive Director
St. Vincent de Paul Society
235-7837

Michael M. Miller
President
Goodwill Industries of
the Columbia Willamette
238-6120

Captain James Rodal
The Salvation Army
Adult Rehabilitation Center
235-4192

Duane Evans
Unit Director
Deseret Industries
777-3895

SUMMARY OF NATIONAL SURVEY OF MUNICIPALITIES
GRANTING DISPOSAL RATE REDUCTIONS

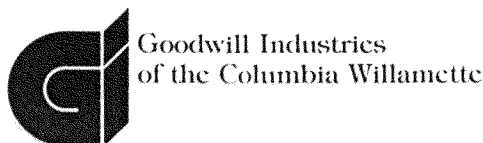
Jurisdiction and Current Disposal Rates	Reduced Rates for Non-Profit Reuse Organizations
Portland, Oregon \$41.25/ton	-0-
Pinnelas County (St. Petersburg, Florida) \$37.50/ton	Annual review of eligible organizations; free disposal up to a set amount for only 25% of total recycled tons.
Seattle, Washington \$62.00/ton	Eligible organizations receive a 35% discount on rates.
Lane County (Eugene, Oregon) \$27.00/ton	Eligible organizations receive 33-1/3% discount off their disposal billings.
Spokane, Washington \$50.00/ton	Eligible organizations receive the previous years rates (example: currently charges \$45.00/ton as last years rate).
New York, New York \$160.00/ton	Free disposal for agencies on historical list; no new agencies can be added. (Reference 1988 METRO survey)
Detroit, Michigan \$56.50/ton	Free disposal for eligible agencies, criteria unknown. (Reference 1988 METRO survey)
King County (Seattle, Washington) \$47.00/ton	Recent Council adoption of concept (implementation criteria not yet complete).
Metropolitan Council (7 counties, St. Paul, Minnesota)	State statutes require waiver of disposal surcharges if business recycles 85% of total waste.

Information gathered by
Pamela Kambur
Solid Waste Department
METRO January 1990

FACT SHEET

Coalition of Charitable Non-profit Rehabilitation Organizations

- Coalition members are Goodwill Industries of the Columbia Willamette, St. Vincent de Paul Society, The Salvation Army Adult Rehabilitation Center, and Deseret Industries.
- The revenue raised by the Coalition members through the sale of donated used goods supports their programs for disadvantaged people.
- Increasing trash disposal rates are seriously diminishing our ability to provide community services.
- The Coalition formed to exchange ideas on reducing trash and to seek a reduction in trash disposal rates.
- In aggregate, the Coalition members annually collect 13,843 tons of used household items.
- They recycle 6,978 tons by reselling the items through their retail stores or by recycling them.
- Recyclables include:
 - 3,137 tons of textiles
 - 1,608 tons of metal
 - 325 tons of cardboard/paper
 - 295 tons of mattresses
- Last year, these agencies were left with 6,865 tons of unsaleable and unrecyclable goods of which they had to dispose.
- For four years, they have worked with Metro to seek a rate reduction, to no avail.
- Other municipalities throughout the country are granting rate reductions to non-profit re-use centers such as these. Here in the Northwest, communities who provide rate reductions include Seattle, Eugene, and Spokane.
- Rate reduction for Coalition members based on recycling efforts would assure continued services to people with disabilities and the disadvantaged.



ST. VINCENT DE PAUL SOCIETY



**Deseret
Industries**

Non-Profit Reuse Organization Coalition

Recycled Consumer Goods 1987-1989
All Numbers Represent Tons

Consumer Goods (IN TONS)	The Salvation Army ARC				Goodwill Industries				St Vincent De Paul				Deseret Industries				Total All Co.			
	1987	1988	1989	Average	1987	1988	1989	Average	1987	1988	1989	Average	1987	1988	1989	Average	1987	1988	1989	Average
Rags - Store	413	423	442	426	812	853	880	833	269	213	288	241	2	2	3	2	1496	1492	1613	1502
Recycled	1398	1337	1506	1414	891	632	786	762	644	718	692	681	168	217	152	192	3101	2904	3137	3049
Total	1811	1760	1948	1840	1703	1486	1667	1594	913	932	980	922	170	219	155	194	4597	4396	4750	4551
Mattresses	147	137	116	133	40	44	49	42	109	134	110	122	18	18	20	18	314	334	295	315
Metal	333	263	322	306	250	259	259	255	653	781	936	717	101	95	92	98	1337	1398	1608	1376
Cardboard/Paper	121	125	135	127	83	100	107	91	78	64	62	71	2	23	21	13	283	312	325	302
Non-Saleable Good (Trash)	1382	2148	2211	1914	2311	2503	2253	2407	2181	2223	2086	2202	339	358	315	348	6213	7231	6865	6871
Total	3794	4434	4732	4320	4386	4392	4335	4389	3934	4134	4173	4034	631	712	603	671	12745	13671	13843	13414
Summary Totals																				
Tons Donated	3794	4434	4732	4320	4386	4392	4335	4389	3934	4134	4173	4034	631	712	603	671	12745	13671	13843	13414
Tons Non-Saleable	1382	2148	2211	1914	2311	2503	2253	2407	2181	2223	2086	2202	339	358	315	348	6213	7231	6865	6871
Total Tons Recycl	2412	2286	2521	2406	2076	1889	2081	1982	1753	1911	2087	1832	292	354	288	323	6532	6440	6978	6543
Percent Recycled	64	52	53	56	47	43	48	45	45	46	50	45	46	50	48	48	51	47	50	49
Trash Costs	Self Hauling				Contract Hauling				Self Hauling				Self Hauling & Compactor							
Number Trips	708	1100	1160	989	N/A	830	910	N/A	913	959	857	936	112	118	118	115	N/A	3007	3045	N/A
Landfill Fees	82363	58828	98400	79864				N/A	35949	37743	68284	36846	6486	7608	13362	7047	124798	104179	180046	N/A
Direct Expenses (Sal., Fuel, Maint)	6500	21060	22000	16520				N/A	44395	37923	42850	41159	7113	8334	7960	7724	58008	67317	72810	N/A
Total Costs	88863	79888	120400	96384	80000	92000	123366	98455	80344	75666	111134	78005	13599	15942	21322	14771	182806	171496	252856	N/A
Av Cost Per Trip	126	73	104	97	N/A	111	136	N/A	88	79	130	83	121	135	181	128	N/A	57	83	0
Services Provided	Residential work therapy program for substance Abusers.				Vocational training & employment to people with disabilities				Food, clothing, shelter for disadvantaged people				Vocational training & employment service to disadvantage people							

Notes: 1. Mattress lbs = Piece X Average weight of each piece
Average Weight =
2. Metal Consists of refrigerators, washers, dryers, etc
A lesser weight for other metals

Non-Profit Reuse Organization Coalition

Recycled Consumer Goods 1987-1989
All Numbers Represent Tons

Consumer Goods (IN TONS)	The Salvation Army ARC				Goodwill Industries				St Vincent De Paul				Deseret Industries				Total All Co.			
	1987	1988	1989	Average	1987	1988	1989	Average	1987	1988	1989	Average	1987	1988	1989	Average	1987	1988	1989	Average
Rags - Store	413	423	442	426	812	853	880	833	269	213	288	241	2	2	3	2	1496	1492	1613	1502
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Total	1811	1760	1948	1840	1703	1486	1667	1594	913	932	980	922	170	219	155	194	4597	4396	4750	4551
Mattresses	147	137	116	133	40	44	49	42	109	134	110	122	18	18	20	18	314	334	295	315
Metal	333	263	322	306	250	259	259	255	653	781	936	717	101	95	92	98	1337	1398	1608	1376
Cardboard/Paper	121	125	135	127	83	100	107	91	78	64	62	71	2	23	21	13	283	312	325	302
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Summary Totals

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Percent Recycled	64	52	53	56	47	43	48	45	45	46	50	45	46	50	48	48	51	47	50	49

Trash Costs	Self Hauling				Contract Hauling				Self Hauling				Self Hauling & Compactor							
Number Trips	708	1100	1160	989	N/A	830	910	N/A	913	959	857	936	112	118	118	115	N/A	3007	3045	N/A
Landfill Fees	82363	58828	98400	79864				N/A	35949	37743	68284	36846	6486	7608	13362	7047	124798	104179	180046	N/A
Direct Expenses (Sal., Fuel, Maint)	6500	21060	22000	16520				N/A	44395	37923	42850	41159	7113	8334	7960	7724	58008	67317	72810	N/A
Total Costs	88863	79888	120400	96384	80000	92000	123366	98455	80344	75666	111134	78005	13599	15942	21322	14771	182806	171496	252856	N/A
Av Cost Per Trip	126	73	104	97	N/A	111	136	N/A	88	79	130	83	121	135	181	128	N/A	57	83	0

Services Provided	Residential work therapy program for substance abusers.				Vocational training & employment to people with disabilities				Food, clothing, shelter for disadvantaged people				Vocational training & employment service to disadvantage people							
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- Notes: 1. Mattress lbs = Piece X Average weight of each piece
Average Weight =
2. Metal Consists of refrigerators, washers, dryers, etc
A lesser weight for other metals

Non-Profit Reuse Organization Coalition

Recycled Consumer Goods 1987-1989

All Numbers Represent Tons

Consumer Goods (IN TONS)	The Salvation Army ARC				Goodwill Industries				St Vincent De Paul				Deseret Industries				Total All Co.			
	1987	1988	1989	Average	1987	1988	1989	Average	1987	1988	1989	Average	1987	1988	1989	Average	1987	1988	1989	Average
Rags - Store	413	423	442	426	812	853	880	833	269	213	288	241	2	2	3	2	1496	1492	1613	1502
Recycled	1398	1337	1506	1414	891	632	786	762	644	718	692	681	168	217	152	192	3101	2904	3137	3049
Total	1811	1760	1948	1840	1703	1486	1667	1594	913	932	980	922	170	219	155	194	4597	4396	4750	4551
Mattresses	147	137	116	133	40	44	49	42	109	134	110	122	18	18	20	18	314	334	295	315
Metal	333	263	322	306	250	259	259	255	653	781	936	717	101	95	92	98	1337	1398	1608	1376
Cardboard/Paper	121	125	135	127	83	100	107	91	78	64	62	71	2	23	21	13	283	312	325	302
Non-Saleable Good (Trash)	1382	2148	2211	1914	2311	2503	2253	2407	2181	2223	2086	2202	339	358	315	348	6213	7231	6865	6871
Total	3794	4434	4732	4320	4386	4392	4335	4389	3934	4134	4173	4034	631	712	603	671	12745	13671	13843	13414
Summary Totals																				
Tons Donated	3794	4434	4732	4320	4386	4392	4335	4389	3934	4134	4173	4034	631	712	603	671	12745	13671	13843	13414
Tons Non-Saleable	1382	2148	2211	1914	2311	2503	2253	2407	2181	2223	2086	2202	339	358	315	348	6213	7231	6865	6871
Total Tons Recycl	2412	2286	2521	2406	2076	1889	2081	1982	1753	1911	2087	1832	292	354	288	323	6532	6440	6978	6543
Percent Recycled	64	52	53	55	47	43	48	45	45	46	50	45	46	50	48	48	51	47	50	49
Trash Costs	Self Hauling				Contract Hauling				Self Hauling				Self Hauling & Compactor							
Number Trips	708	1100	1160	989	N/A	830	910	N/A	913	959	857	936	112	118	118	115	N/A	3007	3045	N/A
Landfill Fees	82363	58828	98400	79864				N/A	35949	37743	68284	36846	6486	7608	13362	7047	124798	104179	180046	N/A
Direct Expenses (Sal., Fuel, Maint)	6500	21060	22000	16520				N/A	44395	37923	42850	41159	7113	8334	7960	7724	58008	67317	72810	N/A
Total Costs	88863	79888	120400	96384	80000	92000	123366	98455	80344	75666	111134	78005	13599	15942	21322	14771	182806	171495	252856	N/A
Av Cost Per Trip	126	73	104	97	N/A	111	136	N/A	88	79	130	83	121	135	181	128	N/A	57	83	0
Services Provided	Residential work therapy program for substance Abusers.				Vocational training & employment to people with disabilities				Food, clothing, shelter for disadvantaged people				Vocational training & employment service to disadvantage people							

Notes: 1. Mattress lbs = Piece X Average weight of each piece

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A lesser weight for other metals

Non-Profit Reuse Organization Coalition

Recycled Consumer Goods 1987-1989
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Services Provided	Residential work therapy program for substance Abusers.				Vocational training & employment to people with disabilities				Food, clothing, shelter for disadvantaged people				Vocational training & employment service to disadvantage people							

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Average Weight =

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A lesser weight for other metals

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of supporting the efforts)	
of local charitable recycling agencies)	
and encouraging the Metropolitan Service)	
District to reduce the solid waste)	RESOLUTION
disposal costs for these agencies while)	90-91
encouraging their recycling contributions.)	

WHEREAS, there exist charitable recycling agencies that are committed to collecting, reusing, and recycling donated household goods and to training and employing special needs populations in the collection, recycling, and resale of these goods; and

WHEREAS, proceeds from the sale of these goods are dedicated to the provision of services such as food, shelter, and daily living support for low income individuals; and

WHEREAS, these agencies annually collect an average of 33 million pounds of materials and reuse or recycle 20 million pounds of these goods; and

WHEREAS, these agencies are performing an important service not only by training and employing special needs individuals and by providing second hand goods to low income individuals for a minimal cost, but also by recycling a considerable amount of material that would otherwise be landfilled; and

WHEREAS, an increasing amount of household garbage and other non-recyclable material is being dumped at the agencies' drop box sites; and

WHEREAS, these agencies are charged almost half a million dollars in fees to dispose of non-recyclable materials and these fees are consuming a substantial portion of agency budgets, negatively impacting the ability of agencies to provide human services; and

WHEREAS, an additional rate hike of 14% effective July 1, 1990 will force these agencies to cut back such critical services as emergency overnight shelter and food for individuals and families; and

WHEREAS, the Board of County Commissioners of Multnomah County is principally responsible for ensuring the provision of human services for citizens of Multnomah County; and

WHEREAS, the reduction of services by the charitable recycling agencies will place an additional burden upon the County's human service caseload; and

WHEREAS, municipalities throughout the state and the nation have developed creative ways of balancing concerns for waste reduction with the need for the support services provided by charitable recycling agencies;

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners urges the Council of the Metropolitan Service District to:

1) Institute interim rate relief on the upcoming rate increase for charitable recycling agencies;

2) Examine the options described in Metro's Policy Issue Draft of January 1990 pertaining to discounts for special collection efforts;

3) Act to adopt a policy of long-term relief for these charitable recycling agencies; and

4) Support the charitable recycling agencies in developing a public education plan and enforcement strategy that will reduce the quantity of undesirable dumping at public drop sites.

Adopted this 14th day of June, 1990



By Gladys McCoy
Gladys McCoy, Chair
MULTNOMAH COUNTY, OREGON

Reviewed:

Larry Kressel
Larry Kressel, County Counsel
MULTNOMAH COUNTY, OREGON

JUN 14 1990

R-12

Procedure # 1201

Page 3 of 4

DATE SUBMITTED 5-30-90

(For Clerk's Use)

Meeting Date

Agenda No. R-1

JUN 07 1990

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: ORDINANCE EXPANDING THE SCOPE OF THE "PERCENT FOR ARTS" ACQUISITION PROGRAM 6-7-90

Informal Only* 6-5-90

(Date)

Formal Only

(Date)

DEPARTMENT Non-Dept.

DIVISION BCC--Pauline Anderson

CONTACT Bill Farver

TELEPHONE 248-3740

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Bill Bullick and Paul Yarborough

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

This is an ordinance amending MCC Chapter 11.90 so as to expand the scope of the "Percent for Art" acquisition program.

6/15/90 Copies to Ordinance Distribution List

6/18/90 Copies to Bill Bullick, Bill Farver and Paul Yarborough,
Michael Grace, Judy Fawkes, Bob Frasca

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION



APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 15 minutes

IMPACT:

PERSONNEL



FISCAL/BUDGETARY



- General Fund

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Pauline Anderson

BUDGET / PERSONNEL Shawn Conrad

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) John D. Bay

OTHER _____

(Purchasing, Facilities Management, etc.)

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

ORDINANCE FACT SHEET

Ordinance Title: Expanding the Scope of the "Percent for Arts" Acquisition Program

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefited, other alternatives explored):

The ordinance would expand the funding sources for the 1.33% for art program operated by the Metropolitan Arts Commission for Multnomah County.

The rationale for the ordinance and the persons who would benefit are included in the Purpose and Findings section of the ordinance.

What other local jurisdictions in the metropolitan area have enacted similar legislation?

The City of Portland and Metro have similar ordinances. This ordinance expands the funding sources for the program.

What has been the experience in other areas with this type of legislation?

See the Purpose and Findings section of the ordinance.

What is the fiscal impact, if any?

The fiscal impact would be minimal but ongoing for Sections B and C of the ordinance. Sections A and D would have larger impacts, but would be less frequent.

The largest short term impact would be on the purchase and improvements to the Commercial Security Building. 1.33% of that price would be approximately \$200,000.

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: Bill Fawcett

Planning & Budget Division (if fiscal impact): _____

Department Manager/Elected Official: Pauline Anderson

PAULINE ANDERSON
Multnomah County Commissioner
District 1



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

June 4, 1990

To: Board of County Commissioners

From: Pauline Anderson

Re: Ordinance to expand the County's Public Art Program

I have submitted an ordinance for consideration on Thursday which enables a modest expansion of our Multnomah County Public Art Program.

There are two areas of expanded participation:

1) Small funds such as the Exposition Center capital improvement budget and the general fund portions of the Parks Development Account and the Recreational Facilities Fund devoted to parks development will generate up to a few thousand dollars per year which can be saved and pooled for projects in Parks and at the Expo Center.

2) The purchase price of new buildings will now be counted and will generate funds for public art projects to enhance these new acquisitions. If this ordinance passes approximately \$200,000 would be spent in conjunction with the Commercial Security Building project.

RATIONALE

In 1980, Multnomah County became the first local government in Oregon to create a Percent for Public Art Program. In the ten years since, the program's popularity has grown steadily enabling an expansion to the City, Metro and the Portland Public Schools. Our program has also become a national model providing inspiration and guidance to hundreds of communities around the country which have instituted public art programs during this decade.

RECEIVED
JUL 11 1990
CLERK OF COUNTY
MULTNOMAH COUNTY
OREGON

The incredible popularity and acceptance of the program is possible because it is, manifestly, a good idea. This isn't something esoteric. It is the most accessible, visible and engaging arts program we administer. The Albina Mural project, Justice Center and the many portable works in County buildings throughout the community speak eloquently to the way in which artworks enliven our public spaces. Public art provides a venue outside of museums and galleries for the enjoyment of art. Citizens view art out of bus windows, in neighborhood parks, along sidewalks and in their courts and public meeting rooms, making it part of the everyday life of the community.

When we build, as governments have through the ages, we must build for people. With our public art program we create public spaces which draw people in, stimulate them, engage them, educate them and entertain them. Our public art reflects our community values, character and heritage and communicates those to newcomers. We are, in fact, recapturing the spirit of civilizations which made this commitment to their people and wished to leave a legacy for future generations.

Public art enhances the value of buildings and public spaces. The example we provide also has a profound impact on the private sector by promoting a concern for beauty and good design through the standards we set.

A hallmark of our program has always been the opportunity for County workers and citizens to share in the open process of selecting new works. This process involves citizens and artists in important decisions about the look and feel of our community. County managers whose projects will become eligible have been actively involved in shaping the new program.

The interest in our public art program has grown while the opportunities for projects via the construction of new public buildings has decreased. Also, much of the activity thus far has been concentrated in downtown where public construction projects have occurred. Expansion of the program will enable siting of works throughout the County.

Our community will be one of the first in the country to extend a public art program to the purchase of buildings. Others will surely

follow, "as the night, the day." This new stipulation merely puts these purchases on a par with projects built by the County. The most important opportunity we will have is to use public art to establish a County and public identity for this building which is destined to become our headquarters. Through public art we can enliven and humanize the building and represent the diversity of our community.

WHY NOW, WHEN THERE ARE SO MANY IMPORTANT NEEDS?

Our public art program has had its critics and will again. Indeed, there are those in our community and nation who abhor any public support for the arts. And not just because they would rather use funds for human service programs. You are all aware of the current attacks on the National Endowment for the Arts and fellow Oregonian John Frohnmayer.

But even when sophisticated electronic media, mail campaigns and the single but powerful voices of newspaper columnists have been utilized to whip up the masses in protest they have failed. They have failed because the arts are popular and because citizens believe that investment in our cultural resources are a sound investment in the quality of life of our nation. After the first volley of letters generated by the anti-NEA coalition, mail to Congress is now running 9 to 1 in favor of reauthorization without restrictions on artistic freedom. I report this only to instill confidence that we are, in this instance of expanding our public art program when there are so many ills which afflict society, acting in the public good as well.

I look forward to talking with you further about this ordinance at our Informal today. Paul Yarborough, Bill Bulick and Eloise MacMurray will be available for questions and discussion.

by the Board.

(B) Thirty-three one-hundredths (.33) percent of the one and thirty-three one-hundredths (1.33) percent in subsection (A) of this section shall be dedicated solely for use by the Metropolitan Arts Commission for the purpose of payment of administration, public education, or maintenance costs of the Commission's percent for art program.

Section IV. Amendment.

The following section is added to MCC Chapter 11.90:

11.90.035 Funding Sources.

The following shall be subject to the art acquisition policy referred to in MCC 11.90.030:

(A) Construction cost of a major county construction project involving the construction or alteration of a county building;

(B) The capital improvement budgets in the Division of Facilities Management and the Exposition Center;

(C) The general fund portions of the Parks Development Account and the Recreational Facilities Fund devoted to parks development;

(D) The purchase price of any building purchased by the county for use by the county.

ADOPTED this _____ day of _____,

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old
page



MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY, CHAIR
PAULINE ANDERSON
RICK BAUMAN
GRETCHEN KAFOURY
SHARRON KELLEY

M E M O R A N D U M

TO: Clerk of the Board
(101/605)

FROM: Larry Kressel
County Counsel (106/1530)

DATE: June 6, 1990

RE: Percent for Arts Ordinance

COUNTY COUNSEL
LAURENCE KRESSEL
CHIEF ASSISTANT
JOHN L. DU BAY
ASSISTANTS
SANDRA N. DUFFY
J. MICHAEL DOYLE
GERALD H. ITKIN
H. H. LAZENBY, JR.
PAUL G. MACKEY
MATTHEW O. RYAN
MARK B. WILLIAMS

Attached is a revised page 3 of the Percent for Arts ordinance that will be heard by the Board June 7, 1990. The new language is intended to make clear that fiscal year 1990-91 is the start-up point for the expanded program. The language would also cover acquisition of the Commercial Securities Building.

This substitute page is marked "6/6/90:1" for identification. Please circulate it.

1ATTY.181/mw
Encl.

Faxed to: Dave Boyer (hand delivered)
Paul Yarborough
Bill Farver
Howard Rankin, Esq.

1990 JUN 27 11:27
COUNTY COUNSEL
OFFICE

1 BEFORE THE BOARD OF COUNTY COMMISSIONERS

2 FOR MULTNOMAH COUNTY, OREGON

3 ORDINANCE NO. 654

4 An ordinance expanding the scope of the "Percent for Art"
5 acquisition program; amending MCC Chapter 11.90.

6 (Language in brackets [] is to be deleted; underlined
7 language is new)

8 Multnomah County ordains as follows:

9
10 Section I. Purpose.

11 A. Multnomah County wishes to continue to support the
12 establishment of public art in public buildings, parks and
13 neighborhood projects.

14 B. Public art contributes directly to our quality of life
15 because citizens view and interact with it daily in public
16 buildings, plazas, along streets, in parks, business districts
17 and neighborhoods.

18 C. Public art instills concern for beauty and good design
19 in the public and private sectors by setting aesthetic
20 standards.

21 D. Public art reflects and communicates the history,
22 character, and values of our community.

23 E. The public art process involves citizens and artists by
24 inviting them to participate in important decisions about the
25 design of their environment.

26 F. This ordinance is intended to carry out the

1 above-stated purposes.

2
3 Section II. Findings

4 A. Since March 1980, Multnomah County has set aside a
5 portion of the cost of construction or alteration
6 appropriations for the acquisition of public art.

7 B. Partly as a result of the County's leadership, the City
8 of Portland has an expanded public art ordinance and Metro and
9 the Portland public schools have passed similar ordinances.

10 C. Since 1980, almost \$500,000 of county funds has been
11 spent on the acquisition of public art. Examples of
12 particularly successful projects include the Justice Center,
13 the murals of African-American artists, and art work in county
14 parks.

15
16 Section III. Amendment.

17 MCC 11.90.030 is amended to read:

18 11.90.030 Funding.

19 (A) One and thirty-three
20 one-hundredths (1.33) percent of the
21 construction costs, capital improvement
22 costs, budgets, development funds and
23 purchase prices listed in MCC 11.90.035
24 [construction cost of a major county
25 construction project which involves the
26 construction or alteration of a county
building] shall be set aside for the
acquisition of art[; which]. The acquired
art may be an integral part of the newly
acquired building or property, attached
thereto, or be capable of display in other
public buildings or on other public
property. Siting variances may be granted

1 by the Board.

2 (B) Thirty-three one-hundredths (.33)
3 percent of the one and thirty-three
4 one-hundredths (1.33) percent in subsection
5 (A) of this section shall be dedicated
6 solely for use by the Metropolitan Arts
Commission for the purpose of payment of
administration, public education, or
maintenance costs of the Commission's
percent for art program.

7 Section IV. Amendment.

8 The following section is added to MCC Chapter 11.90:

9 11.90.035 Funding Sources.

10 The following shall be subject to the
11 art acquisition policy referred to in MCC
11.90.030:

12 (A) Construction cost of a major
13 county construction project involving the
construction or alteration of a county
building;

14 (B) The capital improvement budgets in
15 the Division of Facilities Management and
16 the Exposition Center for fiscal years
beginning July 1, 1990;

17 (C) The general fund portions of the
18 Parks Development Account and the
19 Recreational Facilities Fund devoted to
parks development for fiscal years beginning
July 1, 1990;

20 (D) The purchase price of any building
21 acquired on or after July 1, 1990 by the
county for use in whole or part by the
county.

22 ADOPTED this 14th day of June,

23 //

24 //

25 //

26 //

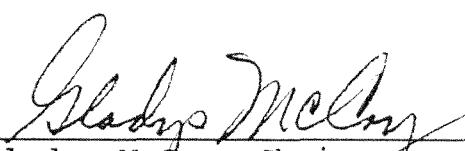
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6/6/90:1

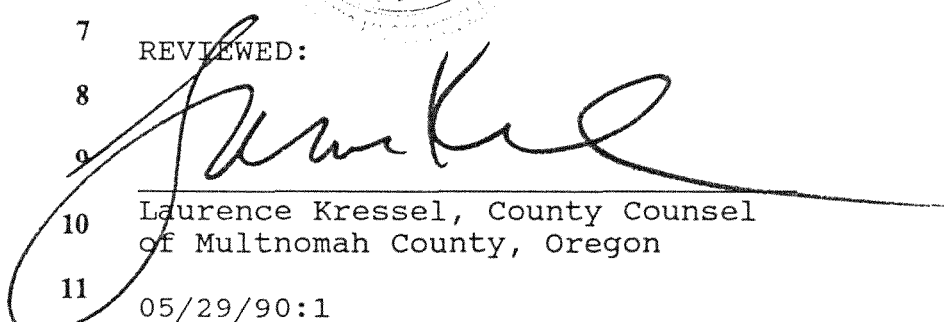
1 1990, being the date of its second reading before the Board
2 of County Commissioners of Multnomah County.

3
4 (SEAL)

5 By


Gladys McCoy, Chair
Multnomah County, Oregon

6
7 REVIEWED:

8
9 
10 Laurence Kressel, County Counsel
of Multnomah County, Oregon

11 05/29/90:1

12 1ATTY.129/mw
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5/29/90:1

Page



MULTNOMAH COUNTY OREGON

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

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

MEMORANDUM

TO: Chair of the Board Gladys McCoy
Commissioner Pauline Anderson
Commissioner Gretchen Kafoury
Commissioner Rick Bauman
Commissioner Sharron Kelley

FROM: EMS Director Joe E. Acker III

VIA: D. Duane Zussy, Director, DHS *Duane Zussy*

DATE: June 11, 1990

SUBJECT: EMS Program Financial Support

Background

In its 1990-1 budget, DHS proposed that the EMS program be financially supported by a "user fee" to be collected by private ambulance providers. The anticipated amount of fees needed for 1990-1 is \$226,000. To be implemented, the proposed fee system would require a change in the EMS ordinance (MCC 6.32). A revised ordinance with a fee provision was submitted to the Board. Because of concerns raised by some private ambulance providers, the user fee provision was omitted from the ordinance prior to approval.

At the request of the Board, the EMS office met with ambulance providers and other interested parties on Friday, June 1, 1990, and solicited recommendations for EMS program financial support. Another meeting was held on Monday, June 11 to further discuss financial support of the EMS program. The following is a listing of the recommendations discussed in these meetings. Included is a brief statement of each recommendation, some explanation comments, and a few of the pros and cons.

Proposed Alternatives

1) Continue the financial support of the EMS program by general fund.

Comment: The county would have to continue the funding at last year's level and add an equal amount to compensate for loss of the cities' support. This would represent increased county general fund support of roughly \$110,000 over the 1989-90 budget level, and an increase of \$226,000 over the proposed 1990-91 budget.

Pro:

- a) Would not raise ambulance rates.
- b) All taxpayers would share in the cost of assuring an EMS program "ready to respond" to the public

Con:

- a) Funds needed to support delivery of other county services would be diverted to fund the EMS program.
- b) The EMS program would be funded in a manner different from that of public health regulatory activities.

2) Institute a tax on some "privilege" (e.g., motor vehicle use) which is associated with increased probability of EMS use. Examples: increased gasoline or motor vehicle registration fees.

Comment: This type of "privilege tax" is used in several areas to support EMS programs. It is a potential long-term solution for EMS office support, and could also be used to subsidize ambulance charges to produce lower rates.

Pro:

- a) Individuals who are more likely to need EMS would pay for the system's "readiness to respond".
- b) Ambulance rates would not be raised.
- c) General fund dollars would not be diverted to support EMS.

Con:

- a) Implementation would require both an ordinance change and a referendum of the people.
- b) Many individuals and groups would be affected and might consider the tax inequitable.

3) Institute a tax on all agencies which provide emergency care and which benefit from the coordination and regulatory activities of the EMS program (i.e., fire first responders, hospitals, and commercial ambulance providers).

Comment: As they are tax supported, Fire first responders (Portland Fire Bureau, Gresham Fire Department, and the rural volunteer fire organizations) currently do not pay any licensing fees to the county.

Pro:

- a) Would spread the cost of EMS regulation among several agencies involved in the EMS system.
- b) Would moderate the impact on ambulance rates, relative to the currently proposed system.

Con:

- a) Would require the creation of a system of taxation on hospitals and first providers. Many complex issues (equity, implementation, legal issues, etc.) would need to be addressed in creating this system.
- b) Funds needed to support EMS would be diverted from cities' or RFPDs' services.
- c) No 1990-1 budget allocation has been made by any of the affected organizations. This would require mid-year budget revisions.

- 4) Implement a tax (franchise fee) on commercial ambulance providers based on gross collected revenues generated from 9-1-1 calls.

Comment: This represents an alternative basis for determining the amount to be paid by each private ambulance provider. This would require development of a formula for determining the financial liability of each provider, and a system of standardized financial reporting to the EMS program.

Pro:

- a) Would establish equity among ambulance providers in that the amount paid by private providers would be based on gross collected revenues, rather than units of service provided. Thus providers serving more indigent patients would not be penalized.

Con:

- a) Would raise ambulance rates an unknown amount.
- b) Would be difficult and potentially expensive to administer because a standardized accounting system and revenue distribution formula would have to be developed and implemented.
- c) Cost shifting would occur, with paying patients subsidizing non-paying patients.

- 5) Develop a regionalized EMS program with funds provided by the participating counties.

Comment: Each of the metropolitan counties would participate in and fund a regionalized EMS program.

Pro:

- a) Would reduce duplication of EMS program activities.
- b) Would reduce the aggregate funding needed for EMS program activities in the three counties.

Con:

- a) Would be an excellent long-term approach, but probably difficult to implement in a short time frame due to the need to develop a workable consensus among the three counties and multiple interested parties.
- b) Could be unstable if the governing agreements are not carefully crafted to isolate the program from interjurisdictional conflicts.

- 6) Discontinue funding for the EMS program.

Comment: There is not a state mandate that a county provide for EMS coordination and regulation. A minority of Oregon counties currently provide for county EMS activities.

Pro:

- a) Would not raise ambulance rates and would not require county general fund support.
- b) Would remove the county from the political and legal entanglements which accompany EMS coordination and regulation activities.

Con:

- a) Would eliminate or shift responsibility for important activities such as quality assurance, oversight/coordination of 9-1-1 medical activities, response to consumer complaints, Mass Casualty Incident planning/coordination, and trauma system coordination.
- b) These activities could be replaced to a limited extent by state regulatory activities. Such a system would be compromised by a severe lack of resources at the state level.

7) Institute a user fee on all 9-1-1 generated medical transports.

Comment: This is the funding mechanism proposed by DHS. Each licensee which transports would be assessed an amount of money each quarter based upon number of transports performed and the annual budgetary requirements of the EMS office.

Pro:

- a) The users who most directly benefit from EMS program functions would pay the cost of EMS program activities through their ambulance bills.
- b) County general funds would not be diverted from support of other county programs.

Con:

- a) Would raise ambulance rates by an unknown amount.
- b) May place what could be perceived as unfair financial burden on those who use 9-1-1 medical transport services.
- c) Would create financial inequities between ASAs in that there would be more cost-shifting in ASAs with higher proportions of indigent users. For patients and payors, this inequity would take the form of higher charges in the ASAs with higher proportions of indigent users. For ambulance providers in the more indigent areas, there would be a risk of having to absorb some of the user fee.

BCC

TAX SUPERVISING & CONSERVATION COMMISSION

Multnomah County, Oregon

1510 Portland Building
Portland, Oregon 97204

1120 S.W. Fifth Avenue
503/248-3054

June 14, 1990

Board of County Commissioners
Multnomah County
606 County Courthouse
Portland, Oregon 97204

1990 JUN 14 PM 12:52
MULTNOMAH COUNTY
OREGON

Dear Board Members:

The Commission met with the Board of Commissioners on June 14, 1990, to review, discuss and conduct a public hearing on the annual budget for 1990-91. The meeting was held pursuant to ORS 294.605-705 to confirm compliance with applicable laws and to determine the adequacy of estimates judged to be necessary to support efficient and economical administration of county affairs.

The property tax levy for debt service is certified subject to the Board obtaining authority to incur general obligation debt. Other than this exception the budget is certified without objection or recommendation.

Budget estimates and levy amounts certified herewith are:

Budget Estimates:

General Fund	\$135,492,420
Unappropriated Balance	(490,000)
Road Fund	35,732,237
Emergency Communications Fund	221,790
Recreational Facilities Fund	723,633
Natural Areas Fund	4,000,000
Bicycle Path Construction Fund	408,901
Federal/State Fund	96,857,421
County School Fund	1,422,010
Tax Title Land Sales Fund	541,150
Animal Control Fund	461,228
Serial Levy Fund	2,336,010
Willamette River Bridges Fund	6,662,818
Library Serial Levy Fund	20,314,386
Cable Television Fund	5,428,312
Unappropriated Balance	(4,390,525)

Budget Estimates - Continued:

Fair Fund	632,251	
Convention Center Fund	3,715,000	
Corner Preservation Fund	388,118	
Inmate Welfare Fund	682,000	
Jail Levy Fund	12,514,500	
Capital Lease Retirement Fund	6,865,610	
Unappropriated Balance	(3,247,190)	
Justice Facilities Bond Sinking Fund	3,437,500	
Unappropriated Balance	(2,244,600)	
Lease/Purchase Project Fund	22,727,500	
Justice Facilities Bond Fund	31,600,000	
Capital Improvement Fund	4,000,000	
Assessment District Operating Fund	141,979	
Assessment District bond Sinking Fund	1,391,315	
Unappropriated Balance	(849,352)	
Data Processing Fund	6,291,144	
Insurance Fund	14,811,206	
Fleet Management Fund	4,114,284	
Unappropriated Balance	(150,014)	
Telephone Fund	1,846,246	
Total Budget Estimates		\$425,760,969
Total Unappropriated Balance		(11,371,681)

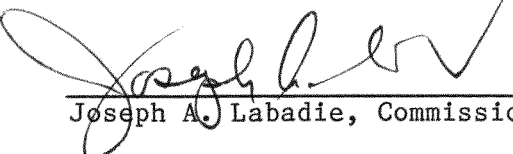
Tax Levy:

General Fund - Tax Base	\$ 76,417,859.00	
Library Serial Levy Fund - Outside Tax		
Base, 3-yr. Serial - Ending 1992-93	10,300,000.00	
Jail Levy Fund - 3-yr. Serial -		
Ending 1992-93	13,500,000.00	
Jail Facilities Bond Sinking Fund -		
Outside 6% Limitation	3,748,637.00	
Total Tax Levy		\$103,966,496.00


Yours very truly,

TAX SUPERVISING & CONSERVATION COMMISSION


Oliver I. Norville, Commissioner


Joseph A. Labadie, Commissioner


Chet McRobert, Chairman


Thomas K. Hatfield, Commissioner

BCC

TAX SUPERVISING & CONSERVATION COMMISSION

Multnomah County, Oregon

1510 Portland Building
Portland, Oregon 972041120 S.W. Fifth Avenue
503/248-3054

June 14, 1990

Board of County Commissioners
Multnomah County Service Districts
606 County Courthouse
Portland, Oregon 97204

Dear Board Members:

The Commission met on June 14, 1990 to review and conduct a public hearing on 1990-91 budgets for county service districts. The budgets, filed May 15, 1990, are certified without objection or recommendation as follows:

Dunthorpe-Riverdale Service District No. 1

General Fund	\$	407,500	
Unappropriated Balance		(281,000)	
Bond Sinking Fund		<u>29,064</u>	
Total Budget Estimates	\$		436,564
Total Unappropriated Balance			(281,000)
 Tax Levy - Debt Service	\$		19,045

West Hills Service District No. 2

General Fund	\$	55,440
No Tax Levy		

Central County Service District No. 3

General Fund	\$	35,000
Unappropriated Balance		(2,175)
No Tax Levy		

1990 JUN 16 PM 12:35
CLERK OF COUNTY
OREGON

Board of County Commissioners
Multnomah County Service Districts


June 14, 1990
Page 2


Mid-County Service District No. 14

General Fund	\$ 1,318,000
Unappropriated Balance	(366,000)
No Tax Levy	

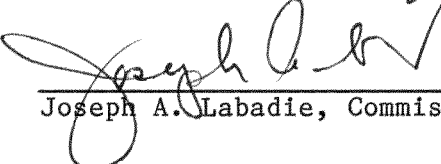
Yours very truly,

TAX SUPERVISING & CONSERVATION COMMISSION


Chet McRobert, Chairman


Oliver I. Norville, Commissioner


Thomas K. Hatfield, Commissioner


Joseph A. Labadie, Commissioner

BCC

TAX SUPERVISING & CONSERVATION COMMISSION

Multnomah County, Oregon

1510 Portland Building
Portland, Oregon 97204

1120 S.W. Fifth Avenue
503/248-3054

June 14, 1990

Board of County Commissioners
Multnomah County
606 County Courthouse
Portland, Oregon 97204

1990 JUN 16 PM 12:55
MULTNOMAH COUNTY
CLERK'S OFFICE

Dear Board Members:

The Commission met on June 14, 1990, to review, discuss and conduct a public hearing on a proposed Supplemental Budget for 1989-90 which is hereby certified without objection or recommendation in the following amounts.

County School Fund	\$ 70,000	
Convention Center Fund	250,000	
Data Processing Fund	175,000	
Insurance Fund	3,470,000	
from Contingency to Claims		
Total Budget Estimates		\$ 3,965,000

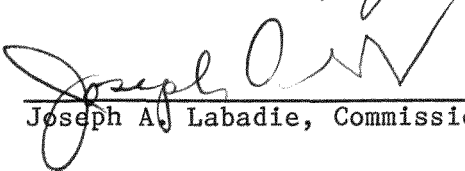
Yours very truly,

TAX SUPERVISING & CONSERVATION COMMISSION


Chet McRobert, Chairman


Oliver I. Norville, Commissioner


Thomas K. Hatfield, Commissioner


Joseph A. Labadie, Commissioner

BCC ✓

TAX SUPERVISING & CONSERVATION COMMISSION

Multnomah County, Oregon

1510 Portland Building

Portland, Oregon 97204

1120 S.W. Fifth Avenue

503/248-3054

May 18, 1990

Board of County Commissioners
Multnomah County
606 County Courthouse
Portland, Oregon 97204

Dear Board Members:

This is to advise that a review and hearing for the Supplemental Budget filed today will be scheduled for the same time and place as has been set for the 1990-91 Budget, that is, 2:00 P.M., Thursday, June 14, 1990, in Hearing Room C, Portland Building.

Yours very truly,

TAX SUPERVISING & CONSERVATION COMMISSION



G. J. Gutjahr
Administrative Officer

GJG:pj

cc: Dave Warren

1990 MAY 21 11:40
CLERK OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON

TAX SUPERVISING & CONSERVATION COMMISSION

Multnomah County, Oregon

1510 Portland Building
Portland, Oregon 97204

1120 S.W. Fifth Avenue
503/248-3054

May 14, 1990

CLERK OF
COUNTY COMMISSIONERS
1990 MAY 15 PM 1:47
MULTNOMAH COUNTY
OREGON

Board of County Commissioners
Multnomah County
606 County Courthouse
Portland, Oregon 97204

Dear Commission Members:

This will confirm the time and place for a hearing on 1990-91 budgets for Multnomah County and the Service Districts, which have been scheduled for 2:00 P.M., Thursday, June 14, 1990 in the Portland Building.

Please ensure the prescribed representation.

Yours very truly,

TAX SUPERVISING & CONSERVATION COMMISSION



G. J. Gutjahr
Administrative Officer

GJG:pj

cc: Dave Warren, County
Dick Howard, Svs. Districts

Handout #1

6/14/90

MULTNOMAH COUNTY POLICY DEVELOPMENT COMMITTEE

PROPOSED PLAN
FOR
ESSENTIAL JUSTICE SYSTEM FACILITIES

EXPLANATION OF CAPITAL IMPROVEMENTS COMMITTEE RECOMMENDATIONS

I. BACKGROUND

During the past four years it has become increasingly apparent that Multnomah County would run out of space to house essential County services and functions early in the 1990s. Accordingly, the Board of County Commissioners ordered a comprehensive study to address this facility crisis.

A five-year space needs study was completed in 1989. This study addressed problems related to public access, the efficiency of County operations, and the need for major expenditures related to the deterioration of certain facilities. In partial response to this report, the Board of County Commissioners has purchased the downtown J.K. Gill and Mead Buildings, funded the construction of two new community-based health clinics, and a 210-bed addition to the Inverness Jail.

The study also included a detailed architectural analysis of the Donald E. Long Juvenile Justice Complex, an analysis of the need for additional courtrooms, and an assessment of the current condition of the historic County Courthouse. This document will present proposals for solutions to these remaining unaddressed problems, related space needs of the District Attorney, and outline financing options to accommodate the costs of needed construction.

II. JUVENILE JUSTICE COMPLEX

The current Juvenile Justice Complex at NE 68th Avenue houses all assigned Juvenile Court Judges and Referees, Prosecuting Attorneys, the Juvenile Probation staff, and the tri-county regional Juvenile Detention Center. In 1989, 15,818 cases were heard and decided in this facility.

In 1988 the County Commission appropriated over \$250,000 from Capital Improvement funds to remodel the courtrooms and related spaces at the Juvenile Justice Complex. This project was put on hold following an audit released by then County Auditor Ann Kelley Feeney. That audit, which identified numerous serious deficiencies in the detention facility at the Juvenile Justice Complex, was performed to follow up on the findings of earlier Grand Jury Reports which were critical of conditions at this facility.

The Board of Commissioners and the presiding Juvenile Judge agreed that a thorough architectural analysis of the whole complex--especially the detention areas criticized in the Audit and Grand Jury Reports--had to take precedence over interim improvements for the courtrooms.

Using the same architectural firm that designed the highly successful Inverness Jail project, the County made an extensive study of the entire complex including the detention facility, courtrooms and related areas, prosecutor's offices, and juvenile probation space, to determine needs, construction options and associated costs.

While that study was in progress, the Board received a letter from the Juvenile Rights Project (a group of lawyers who successfully sued the State of Oregon on conditions of confinement for juveniles held at the

State Training Schools) which also identified numerous deficiencies with our Juvenile Justice facility and strongly requested the Board's cooperation in pursuing appropriate and timely action to rectify the situation.

The architectural study concluded that the most cost effective solution to the many problems that were discovered and documented by the study would be to demolish the present facility and build a new complex on the present site.

III. THREE NEW COURTROOMS AT THE COURTHOUSE

State statute requires Multnomah County to provide and maintain facilities adequate to the needs of the State Court. The Courts have, for several years, indicated a growing need for additional courtrooms (with associated judges' chambers, jury rooms, clerk's offices, restrooms, etc.). In June 1989, the legislature approved two additional judges for Multnomah County. Since one of the currently authorized judges has no assigned courtroom, the Chief Presiding Judge and State Court Administrator have now requested that the County provide the three additional rooms they require for occupancy no later than July 1, 1991.

In response to suggestions from the Board of County Commissioners, the Courts considered alternative locations for the new courtrooms. In November 1989, the Courts reiterated that the downtown County Courthouse is the only satisfactory location. Key considerations in this decision included administrative and operational efficiencies for the Courts, the Sheriff, and the District Attorney, access to the Court by Police agencies and by the Defense Bar. These three downtown courtrooms will cost approximately \$1,300,000. Other critical improvements in the Courthouse such as heating, ventilation, air conditioning, plumbing, and electrical system replacement, will cost an additional \$5,000,000 for a total expenditure of \$6,300,000.

The space for these three courtrooms will require vacating more than half of the sixth floor of the Courthouse. This will displace the District Attorney and, eventually, the Board of County Commissioners. The D.A. will displace both County offices on the 14th and 15th floors of the Portland Building in order to gain the needed space and still maintain the proximity to the Courts. This renovation of the Portland Building to accommodate the District Attorney will cost another \$1,000,000.

IV. FINANCING STRATEGY

The downtown Courthouse as well as the Juvenile Justice Complex are major public investments and enduring public symbols, which will be in County ownership for the foreseeable future. As such, it seems most appropriate to pay for the cost of these long-term improvements through a long-term financing strategy. Such an approach would allow future generations to participate proportionately in the cost of these major public facilities from which they will derive benefit. Various other alternative approaches to financing these essential improvements have been considered and are discussed in page four (4) of this document. The Board of County Commissioners has decided to seek input from other elected officials, business and community leaders, and citizens before making their final decisions in this regard.

SUMMARY OF TOPICS FOR DECISIONS BY FINANCING METHOD

On Tuesday, February 20, the Chair and the Board of County Commissioners completed their deliberations on the scope of the new Juvenile Justice Complex to replace the present Donald E. Long Home. On Wednesday, March 28, the Policy Development Committee decided in general terms upon the sequence and composition of other essential Justice Services improvement to be financed at the same time as those for the Juvenile complex. Guided by their policy direction, the staff and the architects have updated the estimated project cost as follows:

* JUVENILE DETENTION FACILITY	
o CENTRAL INTAKE/PROCESSING/COMMON AREAS	\$ 5.5m
o MEDICAL/GYM/FOOD SERVICE	
o DETENTION AREA	<u>3.0m</u>
	\$ 8.5m
JUVENILE PROBATION OFFICERS SPACE	\$ 1.6m
NEW COURTROOMS	
o JUVENILE (5)	\$ 3.1m
o DOWNTOWN (3)	1.3m
o DOWNTOWN COURTHOUSE REPAIRS	<u>3.2 2.5m</u>
	\$ 7.8 m
DISTRICT ATTORNEY	
o JUVENILE PROSECUTORS SPACE	\$.7m
o PORTLAND BUILDING REMODEL	<u>1.1m</u>
for DISTRICT ATTORNEY SPACE	\$1.8m
DIRECT PROJECT COSTS	
(Demolition, Architectural/Engineering, Permits, Furnishings, Contingencies, etc.)	
o JUVENILE COMPLEX	\$ 9.7m
o DOWNTOWN COURTHOUSE COMPLEX	<u>2.2 3.1m</u>
	\$ 12.8 m <i>1.9mm</i>
TOTAL	<u>\$31.6m</u>

* Of the \$8.5 million required for detention facilities and related costs, Washington and Clackamas Counties will pay \$1.6 million - the proportion of these costs attributable to the space occupied by their detainees. In addition, these partners have agreed to pay their share of the overall operating costs, including staffing, food, utilities, etc. over and above their contribution to capital costs. This revenue effectively reduces the cost Multnomah County taxpayers will bear for constructing and operating this facility regardless of which financing strategy is ultimately selected.

** These costs include all of the necessary furnishings and equipment and allow for realistic contingencies. If construction proceeds in a timely fashion, the whole package of improvements should be completed at or below this total price.

EXPLANATION OF FINANCING FOR JUVENILE JUSTICE/ COURTROOM/DISTRICT ATTORNEY EXPANSION

The total financial costs for the replacement of the Juvenile Justice Complex, the three courtrooms in the downtown Courthouse, and the expansion of the District Attorney's office space on the 14th and 15th floors of the Portland Building is \$31,600,000. These improvements can be funded by General Fund allocation, by Serial Levies, by Certificates of Participation, and General Obligation Bond financing. For a number of reasons, General Obligation Bonds appears to be the preferred option at this time. Of the County's \$135 million annual General Fund budget, approximately \$100 million pays for services that are mandated by the state and federal government. If all County discretionary programs were eliminated, not enough would remain to fund this project. Second, while the County has recently used three-year Serial Levies to fund jail expansion and other construction projects, the cost of these projects was small enough to maintain property taxes at a reasonable level. Financing a \$31.6 million project (almost six times the cost of the Inverness Jail) through this process would cause astronomical increases in property tax rates. Third, Certificate of Participation would require Multnomah County to put up the real estate title to the historic Courthouse as collateral for financing the improvements at the Courthouse and pay a higher interest rate than those available through General Obligation Bonds. At an approximate cost of \$3,109,000 per year for the next twenty years, General Obligation Bond financing would involve the lowest overall cost to current and future County taxpayers.

The total financial impact to the citizens of Multnomah County will be reduced by \$157,000 per year due to the cost-sharing agreements for the Juvenile Justice facility with Clackamas and Washington counties. These agreements will result in a lower tax rate to Multnomah County citizens.

The following is a breakdown of the estimated financial impact to the County and to the citizens of the County based on a \$31,600,000 General Obligation Bond issue over 20 years.

<u>Description</u>	<u>Cost</u>	<u>Annual Payment</u>	<u>Tax Rate Per \$1,000</u>	<u>Tax on a \$60,000 Home</u>
GO Bond Issue	*\$31,600,000	\$3,109,000	\$0.170	\$10.21
Washington/Clackamas	<u>\$ 1,600,000</u>	<u>\$ 157,000</u>	<u>\$0.009</u>	<u>\$ 0.52</u>
NET BOND IMPACT	\$30,000,000	\$2,952,000	\$0.161	\$ 9.69

* The General Obligation Bond Issue must include the full cost of the project even though the actual amount of taxes levied will be received by Washington and Clackamas Counties' participation.

Attached for your reference is a one-page summary of the dates by which the Board would have to initiate action in order to meet the legal requirements for the election that will be held on either August 14, September 18, or November 6, 1990.

GENERAL OBLIGATION BOND ISSUE FOR DONALD E. LONG HOME REPLACEMENT

<u>STEPS</u>	<u>AUGUST ELECTION</u>	<u>SEPTEMBER ELECTION</u>	<u>NOVEMBER ELECTION</u>
1. BOARD CALLS FOR PUBLIC HEARING	MAY 31	JULY 12	AUGUST 2
2. FIRST PUBLISHED NOTICE	JUNE 7	JULY 19	AUGUST 9
3. SECOND PUBLISHED NOTICE	JUNE 14	JULY 26	AUGUST 16
4. PUBLIC HEARING	JUNE 21	AUGUST 2	AUGUST 23
5. BALLOT FILING	JULY 2	AUGUST 2	SEPTEMBER 6
6. ELECTION	AUGUST 4	SEPTEMBER 18	NOVEMBER 6

JUVENILE JUSTICE COMPLEX

I. JUVENILE DETENTION FACILITY

- o Administration Areas
Central security control, intake, processing,
visiting, medical, food preparation, gym \$5,487,000
- o Detention Areas
Unit security control, cells, education,
eating areas, secure outdoor area \$3,068,000

II. JUVENILE COURT AND SUPPORT SERVICES

- o Juvenile Probation Officers Spaces
Probation/counseling areas \$1,652,000
- o Courtrooms
Five courtroom suites including chambers,
secretary offices, separated public waiting
areas, security circulation, and support services . . . \$3,127,000
- o District Attorney
Juvenile Prosecutors office space \$ 708,000

III. DIRECT OWNER COSTS RELATED TO JUVENILE JUSTICE COMPLEX

- o Architectural, engineering costs, project
management, permits and fees, furnishings and
equipment, telecommunications, moving costs,
off-site utilities, computer system, temporary
space leasing, relocate facilities shops and
storage, asbestos abatement, percent for art,
building contingency and escalation \$9,758,000

TOTAL JUVENILE JUSTICE COMPLEX PROJECT COST \$23,800,000

I. DOWNTOWN COURTHOUSE RENNOVATION AND DISTRICT ATTORNEY SPACE NEEDS

- o Three New Courtrooms
Construction and remodeling work in the downtown courthouse on the 6th floor which would include chambers, jury rooms, secretary offices, court reporters, and restrooms. \$1,286,000
- o District Attorney
Repair and make way for courtroom space in D.A. occupied space in the courthouse by remodeling the 14th and 15th floors of the nearby Portland Building for the D.A. \$1,071,000
- o Related Heating, Cooling (HVAC) and Electrical Work
Replace old failing chillers, remodel code deficient HVAC systems, mechanical systems, asbestos abatement, and related remodeling of electrical system for current computer systems requirements \$1,293,000
- o Mechanical Piping Work
Repair, make accessible, replace brown water piping and revise code deficient sewer system \$ 186,000
- o Jail Elevators
Modernize elevators to prevent frequent breakdowns and repairs \$ 75,000
- o Security/Life Safety
Add security at building entry points, add metal detectors, secure public counters and copy room, complete fire detection system, and repair and complete existing fire sprinkler system \$ 353,000
- o Building Envelope
Repair water leaks into records storage areas under sidewalks, reroof 30 year old annex roof system, replace wooden (some dry rot) windows in light well, and weather protect historical exterior of the courthouse \$ 670,000
- o Ancillary Work
Remodel probate holding area, expand computer room, modernize jury boxes, renovation of historic main lobby, building carpet, drapery and painting maintenance work \$ 636,000
- o Direct Owner Costs Related to Court and D.A. Space
Architectural, engineering costs, project management, permits and fees, furnishings and equipment, telecommunications costs, moving costs, percent for art, building contingency and escalation \$3,120,000

TOTAL COURTHOUSE AND DISTRICT ATTORNEY PROJECT COST \$7,800,000