

MINUTES
MULTNOMAH COUNTY BOARD OF COMMISSIONERS
FEBRUARY 25, 1992 MEETING

Chair Gladys McCoy convened the meeting at 9:30 a.m., with Vice-Chair Sharron Kelley, Commissioners Pauline Anderson, Rick Bauman and Gary Hansen present.

- P-1 Auto Wrecker License Renewal Application Submitted by the Division of Planning and Development with Recommendation for Approval as Follows:
a) ORIENT AUTO PARTS, 28425 SE ORIENT DRIVE, GRESHAM; and
b) DIVISION STREET AUTO PARTS, 13231 SE DIVISION STREET

Auto Wrecker License Renewals, P-1 was ACCEPTED as submitted by the Board.

The Following February 3, 1992 Decisions of the Planning Commission are Reported to the Board for Acceptance and Implementation by Board Order:

- P-2 ZC 1-92 APPROVED, SUBJECT TO CONDITIONS, Amendment of Sectional Zoning Map #413, Changing the Described Property from LR-7, Single Family Residential District to MR-3, Medium Density Residential;
CU 1-92 APPROVED, SUBJECT TO CONDITIONS, Conditional Use Request to Allow Development of the Subject Site for a 5-Space Mobile Home Park Expansion, for Property Located at 12636 SE 122nd Avenue

UPON MOTION of Commissioner Kelley, seconded by Commissioner Anderson, P-2 was UNANIMOUSLY APPROVED.

- P-3 HDP 17-91 DENIED THE APPEAL; UPHOLD the Director's Decision of December 20, 1991; and, APPROVE, SUBJECT TO CONDITIONS, a Hillside Development Permit for the Proposed Trenching and Fill Placement, for Property Located at 12040 NW Tualatin Avenue

UPON MOTION of Commissioner Anderson, seconded by Commissioner Kelley, P-3 was UNANIMOUSLY APPROVED.

- P-4 CS 3-92/HV 1-92 APPROVED, SUBJECT TO CONDITIONS, Community Service Designation and Variances for a Reduction of the Required Front Yard South and Side Yard West, to Allow Installation of a Cellular Telephone Communications Monopole, with Associated Antennas, and to Erect an Electronics Equipment Building on the Subject Site, for Property Located at 1853 SW Highland Road

Planning Director Scott Pemble of the Planning and Development Division advised the Board that Petitioners, Mark Madden and Debra Madden gave Notice of Review of the Decision of the Multnomah County Planning Commission's Decision in CS 3-92, HV 2-92, #139, Community Service Expansion, Front Side Yard Setback Variances (Cellular Telephone Communication Monopole, dated February 3, 1992.

Mr. Pemble requested a Hearing On The Record be set for March 24, 1992 at 9:30 A.M. with 10 minutes per side.

UPON MOTION of Commissioner Anderson, seconded by Commissioner Kelley, a Hearing On The Record set for March 24, 1992 at 9:30 A.M. with 10 Minutes Per Side was UNANIMOUSLY APPROVED.

P-5 Update on the Region 2040 Project - Presented by Mark Turpel and Ethan Seltzer.

Ethan Seltzer presented and explained the Region 2040 Project and it's purpose to better understand the alternatives for accommodating the growth expected within the region in the next 50 years and the choices that may be involved. Mr. Seltzer explained that this project results from a recommendation made as part of the process leading to the adoption of the Regional Urban Growth Goals and Objectives (RUGGO). Also, the project is intended to provide guidance for the testing and implementation of concepts in RUGGO.

Mr. Seltzer also advised the Board of the Annual Growth Conference scheduled for Tuesday, April 21, 1992.

The Board requested that no Board Briefings nor Agenda Review be scheduled on this date so that they would be able to attend this conference.

There being no further business, the meeting was adjourned at 10:02 a.m.

ANNOTATED MINUTES

Tuesday, February 25, 1992 - 10:00 AM
Multnomah County Courthouse, Room 602

AGENDA REVIEW

B-1 Review of Agenda for Regular Meeting of February 27, 1992

R-3 Commissioners Kelley and Hansen requested that Bud Mod NOND #27 be Revised to Reduce the Total from \$37,386 to \$21,838 due to not taking salary increase.

MINUTES

MULTNOMAH COUNTY BOARD OF COMMISSIONERS
FEBRUARY 27, 1992 MEETING

Chair Gladys McCoy convened the meeting at 8:45 a.m., with Vice-Chair Sharron Kelley, Commissioners Pauline Anderson, Rick Bauman and Gary Hansen present.

E-1 Pursuant to ORS 192.660 (1)(d), the Multnomah County Board of Commissioners will Meet in Executive Session to Discuss Labor Negotiations.

Executive Session held. There being no further business, the executive session was adjourned at 9:33 a.m.

MINUTES
MULTNOMAH COUNTY BOARD OF COMMISSIONERS
February 27, 1992 MEETING

Chair Gladys McCoy convened the meeting at 9:33 a.m., with Vice-Chair Sharron Kelley, Commissioners Pauline Anderson, and Gary Hansen present.

C-1 Liquor License Application Submitted by Sheriff's Office with Recommendation for Approval as Follows:

Package Store for:

a) Chinook Grocery and Gifts, 2605 NE Corbett Hill Road, Corbett

C-2 Ratification of an Intergovernmental Agreement between the City of Portland and Multnomah County Social Services Division to Renew a Contract to Mutually Fund the Regional Drug Initiative (RDI) Staff

C-3 Ratification of an Intergovernmental Agreement between Multnomah County and the City of Troutdale for a Project Included in the Community Development Block Grant (CDBG) Program's Final Statement of Activities, for Street and Storm Sewer Improvement in the City of Troutdale Utilizing Federal Funds and Matching City Funds

UPON MOTION of Commissioner Kelley, seconded by Commissioner Anderson, the Consent Calendar (C-1 through C-3) was UNANIMOUSLY APPROVED.

R-1 Budget Modification DA #13 Requesting Authorization for Continuation of the Gang Prosecution Grant from the State of Oregon

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

Commissioner Rick Bauman arrived at 9:38 a.m.

R-2 RESOLUTION in the Matter of Accepting the Metropolitan Human Relations Commission Task Force Report to the Portland City Council and Multnomah County Board of Commissioners, February 1992

UPON MOTION of Commissioner Kelley, seconded by Commissioner Hansen, RESOLUTION 92-31 was UNANIMOUSLY APPROVED.

R-3 Budget Modification NOND #27 Requesting Authorization to Transfer \$37,386 from General Fund Contingency to the Chair's Office and the Board of County Commissioners to cover the 1991-92 Cost of Salaries

UPON MOTION of Commissioner Anderson, seconded by Commissioner Bauman, Budget Modification NOND #27 REVISED, Requesting Authorization to Transfer \$21,838 from General Fund Contingency to the Chair's Office and the Board of County Commissioners to cover the 1991-92 cost of salaries, was APPROVED with Commissioners Anderson, Bauman and McCoy voting aye and Commissioners Kelley and Hansen voting no.

R-4 First Reading of an ORDINANCE Amending the Multnomah County Code, Section 5.10, Relating to Fees Assessed to Recover the Costs of Dishonored Checks

The Clerk read the proposed ordinance by title only. Copies of the complete document were available for those wishing them.

Commissioner Bauman moved, and Commissioner Hansen seconded, for approval of the first reading of the proposed ordinance. A hearing was held, no one wished to testify.

The first reading of R-4 was UNANIMOUSLY APPROVED. Chair McCoy advised the second reading is scheduled for Thursday, March 5, 1992.

R-6 Report on Request for Transfer of Tax Foreclosed Properties to the Northeast Community Development Corporation (NECDC) Under the Provisions of Multnomah County Ordinance No. 672 and ORDER Requesting a Public Hearing

UPON MOTION of Commissioner Bauman, seconded by Commissioner Hansen, ORDER 92-32 Setting a PUBLIC HEARING DATE for Thursday, March 12, 1992 at 9:30 a.m. was UNANIMOUSLY APPROVED.

There being no further business, the meeting was adjourned at 10:24 a.m.

MINUTES
MULTNOMAH COUNTY BOARD OF COMMISSIONERS
FEBRUARY 27, 1992 MEETING

Chair Gladys McCoy convened the meeting at 7:00 p.m., with Vice-Chair Sharron Kelley, Commissioners Pauline Anderson, Rick Bauman and Gary Hansen present.

PH-1 Public Hearing to Allow the Board to Hear Comments Regarding the Proposed Consolidation of Road Service in East Multnomah County

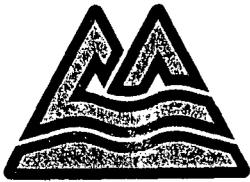
Public Hearing held and Testimony heard in the last of three public hearings regarding the proposed consolidation of road service in East Multnomah County. The Multnomah County Commissioners will vote on a proposed RESOLUTION for final decision on Thursday, March 12, 1992, 9:30 a.m., Multnomah County Courthouse, Room 602.

There being no further business, the meeting was adjourned at 8:15 p.m.

OFFICE OF THE BOARD CLERK
for MULTNOMAH COUNTY, OREGON

BY 

0217C/1-5
cap



MULTNOMAH COUNTY OREGON

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

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

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

February 24 - 28, 1992

Tuesday, February 25, 1992 - 9:30 AM - Planning Items . . .Page 2

Tuesday, February 25, 1992 - 10:00 AM - Agenda Review . . .Page 2

Thursday, February 27, 1992 - 8:45 AM - Executive Session .Page 3

Thursday, February 27, 1992 - 9:30 AM - Regular Meeting . .Page 3

Thursday, February 27, 1992 - 7:00 PM - Public Hearing. . .Page 4

Multnomah County Courthouse, Room 602
1021 SW 4th Avenue

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 22 for Paragon Cable (Multnomah East) subscribers

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

Tuesday, February 25, 1992 - 9:30 AM

Multnomah County Courthouse, Room 602

PLANNING ITEMS

- P-1 Auto Wrecker License Renewal Application Submitted by the Division of Planning and Development with Recommendation for Approval as Follows:
a) ORIENT AUTO PARTS, 28425 SE ORIENT DRIVE, GRESHAM; and
b) DIVISION STREET AUTO PARTS, 13231 SE DIVISION STREET

The Following February 3, 1992 Decisions of the Planning Commission are Reported to the Board for Acceptance and Implementation by Board Order:

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CU 1-92 APPROVED, SUBJECT TO CONDITIONS, Conditional Use Request to Allow Development of the Subject Site for a 5-Space Mobile Home Park Expansion, for Property Located at 12636 SE 122nd Avenue
- P-3 HDP 17-91 DENIED THE APPEAL; UPHOLD the Director's Decision of December 20, 1991; and, APPROVE, SUBJECT TO CONDITIONS, a Hillside Development Permit for the Proposed Trenching and Fill Placement, for Property Located at 12040 NW Tualatin Avenue
- P-4 CS 3-92/HV 1-92 APPROVED, SUBJECT TO CONDITIONS, Community Service Designation and Variances for a Reduction of the Required Front Yard South and Side Yard West, to Allow Installation of a Cellular Telephone Communications Monopole, with Associated Antennas, and to Erect an Electronics Equipment Building on the Subject Site, for Property Located at 1853 SE Highland Road
- P-5 Update on the Region 2040 Project - Presented by Mark Turpel and Ethan Seltzer. 20 MINUTES REQUESTED.

Tuesday, February 25, 1992 - 10:00 AM

Multnomah County Courthouse, Room 602

AGENDA REVIEW

- B-1 Review of Agenda for Regular Meeting of February 27, 1992

Thursday, February 27, 1992 - 8:45 to 9:30 AM

Multnomah County Courthouse, Room 602

EXECUTIVE SESSION

Held
E-1 The Multnomah County Board of Commissioners will Meet in Executive Session to Discuss Labor Negotiations Pursuant to ORS 192.660(1)(d). (45 MINUTES REQUESTED)

Thursday, February 27, 1992 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

JUSTICE SERVICES

SHERIFF'S OFFICE

App
C-1 Liquor License Application Submitted by Sheriff's Office with Recommendation for Approval as Follows:
Package Store for:
a) Chinook Grocery and Gifts, 2605 NE Corbett Hill Road, Corbett

DEPARTMENT OF SOCIAL SERVICES

C-2 Ratification of an Intergovernmental Agreement between the City of Portland and Multnomah County Social Services Division to Renew a Contract to Mutually Fund the Regional Drug Initiative (RDI) Staff

C-3 Ratification of an Intergovernmental Agreement between Multnomah County and the City of Troutdale for a Project Included in the Community Development Block Grant (CDBG) Program's Final Statement of Activities, for Street and Storm Sewer Improvement in the City of Troutdale Utilizing Federal Funds and Matching City Funds

REGULAR AGENDA

JUSTICE SERVICES

DISTRICT ATTORNEY

App
R-1 Budget Modification DA #13 Requesting Authorization for Continuation of the Gang Prosecution Grant from the State of Oregon

NON-DEPARTMENTAL

App
R-2 RESOLUTION in the Matter of Accepting the Metropolitan Human Relations Commission Task Force Report to the Portland City Council and Multnomah County Board of Commissioners, February 1992 92-31

R-3
Approved
6/1/92
APP
Budget Modification NOND #27 Requesting Authorization to Transfer \$37,386 from General Fund Contingency to the Chair's Office and the Board of County Commissioners to cover the 1991-92 Cost of Salaries

NON-DEPARTMENTAL

MANAGEMENT SUPPORT

APP
R-4 First Reading of an ORDINANCE Amending the Multnomah County Code, Section 5.10, Relating to Fees Assessed to Recover the Costs of Dishonored Checks *91-32* *PH set for*
3-

Thursday, February 27, 1992 - 7:00 PM

Multnomah County Courthouse, Room 602

PUBLIC HEARING

PH-1 Public Hearing to Allow the Board to Hear Comments Regarding the Proposed Consolidation of Road Service in East Multnomah County

0200C/30-33
cap



MULTNOMAH COUNTY OREGON

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

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

SUPPLEMENTAL AGENDA

Thursday, February 27, 1992 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

DEPARTMENT OF ENVIRONMENTAL SERVICES

ADP
R-6
R-6
R-6

Report on Request for Transfer of Tax Foreclosed Properties to the Northeast Community Development Corporation (NECDC) Under the Provisions of Multnomah County Ordinance No. 672 and ORDER Requesting a Public Hearing

motion to set Public Hearing for 3-12-92 @ 9:30am

92-32

0200C/34
cap

BOARD OF COUNTY COMMISSIONERS
 FORMAL BOARD MEETING
 RESULTS

MEETING DATE: 2-27-92

Agenda Item #	Motion	Second	APP/NOT APP	
<u>C-1</u>	<u>SK</u>	<u>PA</u>	<u>App</u>	RB not present @ this time ↓
<u>C-2</u>	<u>§</u>	<u>§</u>	<u>§</u>	
<u>C-3</u>	<u>§</u>	<u>§</u>	<u>§</u>	
<u>R-1</u>	<u>SK</u>	<u>GA</u>	<u>APP</u>	
<u>R-2</u>	<u>SK</u> <u>Amended</u>	<u>GA</u> <u>21,838</u>	<u>App</u>	SK GA NO
<u>R-3</u>	<u>PA</u> <u>2nd Reading</u>	<u>RB</u> <u>3-5-92</u>	<u>App</u>	
<u>R-4</u>	<u>RB</u>	<u>GA</u>	<u>App</u>	
<u>—</u>				
<u>R-6</u> RB	<u>Order setting PA date for</u> <u>RB</u>	<u>GA</u>	<u>App</u>	<u>March 12, 1992</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	
<u> </u>	<u> </u>	<u> </u>	<u> </u>	
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<u> </u>	<u> </u>	<u> </u>	<u> </u>	

DATE SUBMITTED: February 13, 1992

(For Clerk's Use)
Meeting Date FEB 27 1992
Agenda No. C-1

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: LIQUOR LICENSE

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Sheriff's Office DIVISION _____

CONTACT Sergeant Kathy Ferrell TELEPHONE 251-2431

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Sergeant Kathy Ferrell

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

Attached is a Package Store liquor license application for the Chinook Grocery and Gifts. The applicant William C. North, has no criminal record and we recommend that the application be approved.

ACTION REQUESTED:

() INFORMATION ONLY () PRELIMINARY APPROVAL () POLICY DIRECTION () APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA Consent Agenda

IMPACT:

PERSONNEL

() FISCAL/BUDGETARY

() GENERAL FUND

Other _____

BOARD OF
COUNTY COMMISSIONERS
1992 FEB 20 PM 2 25
MULTNOMAH COUNTY
OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: K Ferrell

BUDGET / PERSONNEL _____ / _____

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

OTHER _____
(Purchasing, Facilities Management, Etc.)

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

KF/slr/680-AINT

OLCC #

APPLICATION

STATE OF OREGON
OREGON LIQUOR CONTROL COMMISSION

Return To:

GENERAL INFORMATION

A non-refundable processing fee is assessed when you submit this completed form to the Commission (except for Druggist and Health Care Facility Licenses). The filing of this application does not commit the Commission to the granting of the license for which you are applying nor does it permit you to operate the business named below.

(THIS SPACE IS FOR OLCC OFFICE USE)

(THIS SPACE IS FOR CITY OR COUNTY USE)

Application is being made for:

- DISPENSER, CLASS A
- DISPENSER, CLASS B
- DISPENSER, CLASS C
- PACKAGE STORE
- RESTAURANT
- RETAIL MALT BEVERAGE
- SEASONAL DISPENSER
- WHOLESALE MALT BEVERAGE & WINE
- WINERY
- Add Partner
- Additional Privilege
- Change Location
- Change Ownership
- Change of Privilege
- Greater Privilege
- Lesser Privilege
- New Outlet
- Other

OTHER: *Full 50% owner James 1385*

APPROVED RECEIVED
REGON LIQUOR CONTROL COMMISSION

FEB 11 1992

NOTICE TO CITIES AND COUNTIES: Do not consider this application unless it has been stamped and signed at the left by an OLCC representative.

THE CITY COUNCIL, COUNTY COMMISSION, OR COUNTY

COURT OF Multnomah County
(Name of City or County)

RECOMMENDS THAT THIS LICENSE BE: GRANTED DENIED

DATE February 27, 1992

BY Gladys Meloy
(Signature)

TITLE Multnomah County Chair

DENIED

CAUTION: If your operation of this business depends on your receiving a liquor license, OLCC cautions you not to purchase, remodel, or start construction until your license is granted.

1. Name of Corporation, Partnership, or Individual Applicants:

- 1) Le Villain, North
- 2) _____
- 3) _____
- 4) _____
- 5) _____
- 6) _____

(EACH PERSON LISTED ABOVE MUST FILE AN INDIVIDUAL HISTORY AND A FINANCIAL STATEMENT)

2. Present Trade Name Chinese & Treasures

3. New Trade Name Chinese & Grocery & Gifts Year filed 1992
with Corporation Commissioner

4. Premises address 2605 NE Corbett Hill Rd Corbett Multnomah Oregon 97019
(Number, Street, Rural Route) (City) (County) (State) (Zip)

5. Business mailing address 2605 NE Corbett Hill Rd Corbett Oregon 97019
(P.O. Box, Number, Street, Rural Route) (City) (State) (Zip)

6. Was premises previously licensed by OLCC? Yes No _____ Year 11/1991

7. If yes, to whom: Michelle Stitch & EDWARD Stitch Type of license: PS

8. Will you have a manager: Yes _____ No Name _____
(Manager must fill out Individual History)

9. Will anyone else not signing this application share in the ownership or receive a percentage of profits or bonus from the business? Yes _____ No

10. What is the local governing body where your premises is located? Multnomah Co
(Name of City or County)

11. OLCC representative making investigation may contact: William North
(Name)
2605 NE Corbett Hill Rd - Corbett, Ore 695-2640 695-2511
(Address) (Tel. No. - home, business, message)

CAUTION: The Administrator of the Oregon Liquor Control Commission must be notified if you are contacted by anybody offering to influence the Commission on your behalf.

DATE 1-21-92

Applicant(s) Signature
(In case of corporation, duly authorized officer thereof)

- 1) [Signature]
- 2) _____
- 3) _____
- 4) _____
- 5) _____
- 6) _____

Meeting Date: FEB 27 1992

Agenda No.: C-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Ratification of a Revenue IGA with the City of Portland-Regional Drug Initiative

BCC Informal _____ (date) BCC Formal _____ (date)

DEPARTMENT Social Services DIVISION Social Services

CONTACT Kathy Tinkle TELEPHONE 248-3691

PERSON(S) MAKING PRESENTATION Ardys Craghead/Gary Smith

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):

The renewal of an agreement between the City of Portland and Multnomah County to mutually fund the Regional Drug Initiative effective January 1 through June 30, 1992. The \$162,383 in funding is available via a Federal grant received and administered by the City of Portland.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER Ardys Craghead

(All accompanying documents must have required signatures)

Sent Original IGA + Contract to Kathy Tinkle 2-27-92

BOARD OF
COUNTY COMMISSIONERS
1992 FEB 18 AM 10:59
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

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

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

M E M O R A N D U M

TO: Gladys McCoy
Multnomah County Chair

VIA: Ardys Craghead, Interim Director *Ardys*
Department of Social Services

FROM: Gary Smith, *GS* Director
Social Services Division

DATE: February 3, 1992

SUBJECT: Approval of an Agreement with the City of Portland-RDI

RETROACTIVE STATUS: This revenue agreement is retroactive to January 1, 1992 to cover staff funding and program operations as of that date. The agreement is being processed after the effective date because the Social Services Division did not receive the contract from the City of Portland for processing until January 30, 1992.

RECOMMENDATION: Social Services Division recommends Chair and Board approval of a revenue agreement between the Alcohol and Drug Program Office and the City of Portland for the period of January 1 through June 30, 1992.

ANALYSIS/BACKGROUND: The contract attached renews an agreement in which the City of Portland serves as the fiscal agent for the Regional Drug Initiative, which will pass \$162,383 in federal funding from the Office of Substance Abuse and Prevention to Multnomah County to operate the program. Multnomah County and the City of Portland have agreed to participate in this multi-agency effort by working together to implement programs to combat drug abuse in Multnomah County.

This is a five year federal Community Partnership grant from the Office of Substance Abuse and Prevention (OSAP). It is anticipated the grant award will be renewed again after the June 30, 1992 expiration of this agreement.



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

Contract # 104342

Amendment # -

MULTNOMAH COUNTY OREGON

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p style="text-align: center;">RATIFIED</p> <p style="text-align: center;">Multnomah County Board of Commissioners</p> <p style="text-align: center;">C-2 February 27, 1992</p>
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Contact Person Kathy Tinkle Phone 248-3691 Date January 30, 1992

Department Social Services Division Social Services Bldg/Room 160/6

Description of Contract Renews a contract to mutually fund City/County Regional Drug Initiative staff (RDI). The \$162,383 in funding is through a federal grant administered by the City of Portland. This agreement is effective January 1 through June 30, 1992.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name CITY OF PORTLAND-RDI

Mailing Address 1220 SW 5th, Room 303
Portland, OR. 97204

Phone 248-4270

Employer ID # or SS # N/A

Effective Date January 1, 1992

Termination Date June 30, 1992

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 162,383

Payment Term

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

REQUIRED SIGNATURES

Department Manager *Ardisp Craighead* Date 2/5/92

Purchasing Director (Class II Contracts Only) _____ Date _____

County Counsel *[Signature]* Date 2-13-92

County Chair/Sheriff *[Signature]* Date 2/27/92

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	1412						Revenue-2102	162,383	
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

AGREEMENT

An agreement between the City of Portland, Oregon ("City") and Multnomah County ("County" or "Contractor") to provide staff assistance to the Regional Drug Initiative pursuant to a federal Community Partnership grant.

RECITALS:

1. The City of Portland is the fiscal agent for the Regional Drug Initiative (RDI) and is authorized by ordinance to receive and disburse funds from the RDI Trust Account.
2. The City has received from the federal Office of Substance Abuse Prevention a renewal of the Community Partnership Program grant on behalf of RDI in the amount of \$458,085.
3. The City will work with Multnomah County and the Regional Drug Initiative to implement the Community Partnership Program and to provide non-grant services to combat drug abuse in Multnomah County.
4. Multnomah County and the City of Portland have agreed to participate in this multi-agency effort by jointly supporting staff positions and motor pool costs for the period of January 1, 1992 through June 30, 1992.
5. The County (Contractor) seeks to enter into an agreement with the City to delineate the means by which the County will be reimbursed for personnel and motor pool costs for the staff members of the Regional Drug Initiative.

AGREED:

I. Scope of Services

The County (Contractor) will provide staffing to perform the duties as outlined in the attached job descriptions.

II. Compensation and Method of Payment

The County (Contractor) will be compensated by the City for personnel and motor pool costs incurred. Payment to the County for eligible expenses will be made not more frequently

than monthly upon submission of a statement of expenditures from the County. Supporting documentation of actual expenditures must be included in these submissions. Total compensation to the County for the period of January 1, 1992 though June 30, 1992, shall not exceed \$162,383. Personnel costs shall be for the following positions:

Program Supervisor	1.00 FTE
Program Development Technician	1.00 FTE
Community Liaisons (4)	4.00 FTE
Secretary	1.00 FTE
Program Development Specialist	.50 FTE
Secretary	.50 FTE

Estimated motor pool costs are \$1,800.

III. Project Manager

The City Project Manager shall be John Rodgers or such other person as shall be designated in writing by the Mayor.

The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this Agreement as provided herein, and to carry out any other City actions referred herein.

IV. General Contract Provisions

A. **TERMINATION FOR CAUSE.** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his/her obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become the property of the City and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

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

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

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

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

- D. CHANGES. The City may, from time to time, request changes in the scope of services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, shall be incorporated in written amendments to this Agreement. Any change that increases the amount of compensation payable to the Contractor must be approved by ordinance of the City Council. Other changes may be approved by the Mayor.
- E. MAINTENANCE OF RECORDS. The Contractor shall maintain records on a current basis to support its billings to the City. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the Contractor regarding its billings or its work hereunder. The Contractor shall retain these records for inspection, audit, and copying for three years from the date of completion or termination of this Agreement.
- F. AUDIT OF PAYMENTS. The City, either directly or through a designated representative, may audit the records of the Contractor at any time during the three-year period

established by Section E above.

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

- G. INDEMNIFICATION. The Contractor shall hold harmless, defend, and indemnify the City and City's officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the Agreement.
- H. LIABILITY INSURANCE. The Contractor shall maintain public liability and property damage insurance that protects the Contractor and the City actions, and suits for damage to property or personal injury, including insurance shall provide coverage for not less than \$200,000 for personal injury to each person, \$500,000 for each occurrence involving property damages; or a single limit policy of not less than \$500,000 covering all claims per occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insured the City and its officers, agents, and employees. The insurance shall provide that it shall not terminate or be canceled without 30 days' written notice first being given to the City Auditor. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy has been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of this Agreement.

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

In lieu of filing the certificate of insurance required herein, Contractor shall furnish a declaration that

Contractor is self-insured for public liability and property damage for a minimum of the amounts set forth in 30.270.

- I. WORKER'S COMPENSATION INSURANCE. The Contractor shall obtain workers' compensation insurance coverage for all of its workers, employees and subcontractors either as a carrier-insured employer or a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before this Agreement is executed. A certification of insurance, or copy thereof, shall be attached to this Agreement, and shall be incorporated herein and made a term and part of this Agreement. The Contractor further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.

In the event the Contractor's workers' compensation insurance coverage expires during the term of this Agreement, the Contractor agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the Contractor agrees to provide the City such further certification of worker's compensation insurance as renewals of said insurance occur.

- J. SUBCONTRACTING AND ASSIGNMENT. The Contractor shall not subcontract its work under this Agreement, in whole or in part, without the written approval of the City. The Contractor shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contractor as specified in this Agreement. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this Agreement, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Worker's Compensation. The Contractor shall not assign this Agreement in whole or in part or any right or obligation hereunder, without prior written approval of the City.

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

The Contractor and its subcontractors and employees are not employees of the City and are not eligible for any benefits through the City, including without limitation

federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

- L. REPORTING REQUIREMENTS. No City officer or employee, during his or her tenure of for one year thereafter, shall have any interest, direct, or indirect in this Agreement or the proceeds thereof.

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

- N. CONTRACT ADMINISTRATION. The Contractor will comply with the provisions of the OMB Circular A-128, particularly regarding cash depositories, program income, standards for financial management systems, property management, procurement standards and audit requirement. The Contractor is required to submit two copies of their audit in conformance with A-128 no later than 30 days after its completion.

Additionally, the Contractor, shall comply with the provision of OMB Circular A-87, Cost Principles for State and Local Governments.

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

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

- P. AVAILABILITY OF FUNDS. It is understood by all parties to this Agreement that the funds used to pay for services provided herein are provided by the City solely through the RDI Trust Fund. In the event that funding is reduced, recaptured, or otherwise made unavailable to the city, the City reserves the right to terminate the Agreement as provided under Section B hereof, or change the scope of services as provided under section D hereof.

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

In the event that the Contractor provides goods or
Agreement 6

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

V. Period of Agreement

This agreement shall be in effect for the period starting January 1, 1992 and ending June 30, 1992.

Dated this _____ day of _____, 1992.

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

CITY OF PORTLAND:

MULTNOMAH COUNTY, OREGON:

By _____
J.E. Bud Clark Date
Mayor

By Norma Jaeger 1-30-92
Norma Jaeger Date
Program Manager

By _____
Barbara Clark Date
City Auditor

By Gary Smith 2/4/92
Gary Smith Date
Social Services
Division Director

By Gladys McCoy 2/27/92
Gladys McCoy Date
Multnomah County Chair

REVIEWED:

Jeffrey L. Roger

REVIEWED:

Laurence Kressel, County
Counsel for Multnomah
County, Oregon

By _____
Date

By John A. Lamb 2-13-92
Date

RATIFIED

Multnomah County Board
of Commissioners

C-2 2-27-92

Meeting Date 2/27/92

Agenda No. C-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Intergovernmental Agreement between Multnomah County and City of Troutdale

BCC INFORMAL 2/25/92 BCC FORMAL 2/27/92
(DATE) (DATE)

DEPARTMENT Social Services DIVISION Housing & Community Services

CONTACT Karen Whittle TELEPHONE X3631

PERSON(S) MAKING PRESENTATION Karen Whittle

ACTION REQUESTED

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON THE BOARD AGENDA 1 minute (consent?)

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):

In May 1991, the Board of County Commissioners approved the Community Development Block Grant (CDBG) Program's Final Statement of Activities. Included was a project for street and storm sewer improvements in the City of Troutdale utilizing Federal funds and matching city funds. No general county funds are involved. It is requested that the Board approve the IGA for this project.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

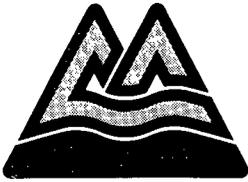
OR

DEPARTMENT MANAGER Ardys Croghead (90)

(All accompanying documents must have required signatures)

Original IGA & Contacts to be picked up by Karen Whittle 2-28-92

BOARD OF COUNTY COMMISSIONERS
1992 FEB 20 PM 4:23
MULTNOMAH COUNTY OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
COMMUNITY DEVELOPMENT DIVISION
2115 S.E. MORRISON
PORTLAND, OREGON 97214
(503) 248-5000

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

MEMORANDUM

TO: Gladys McCoy, County Chair

VIA: Ardys Craghead, Interim Director *Ardys Craghead (90)*
Department of Social Services

Norm Monroe, Housing and Community Services Division *Norm Monroe*

FROM: Cecile Pitts, Program Manager *Cecile Pitts*
Community Development Program

DATE: February 13, 1992

SUBJECT: Intergovernmental Agreement with the City of Troutdale

Recommendations: The Housing and Community Development Program recommends the Board of County Commissioners approval of the attached contract with the City of Troutdale for the period February 27, 1992 through June 30, 1992.

Analysis: The Community Development Block Grant Program solicited eligible 1991-92 project proposals last spring. The program's reviewing and recommending body, the Policy Advisory Board (made up of representatives from each of the participating jurisdictions: Fairview, Gresham, Maywood Park, Troutdale and Wood Village), selected projects in April, 1991. On May 16, 1991 the Board approved the Final Statement, the detailed list of activities, and it was submitted to the Department of Housing and Urban Development for funding beginning July 1, 1991. No general funds are involved.

This \$72,000 contract provides for street and storm sewer line improvements on Eight Street in Troutdale. The city will provide matching funds of \$48,000 for a project total of \$120,000.

Background: Funds for this contract are included in the Community Development Budget 1991-92, under LGFS number 5471.

The final statement is attached for complete 1991-92 program information.

FINAL STATEMENT OF COMMUNITY DEVELOPMENT
OBJECTIVES AND USE OF FUNDS
FOR FY 1991
MULTNOMAH COUNTY, OREGON

On May 30, 1991, Multnomah County intends to submit a joint application with the City of Gresham for a total of \$1,062,000 in 1990 and 1991 Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. Multnomah County will apply for \$5,000 from the 1990 allocation and \$649,000 from the 1991 allocation. The City of Gresham is entitled to \$4,000 from the 1990 allocation and \$404,000 from the 1991 allocation. In addition to the 1991 application amount, program income of \$150,000 and unprogrammed funds of \$8,653 will bring the total estimated funding to \$1,220,653. Multnomah County's CDBG Program serves the entire county excluding the City of Portland. The objectives and use of funds for 1990 and 1991 are outlined below.

STATEMENT OF OBJECTIVES

The primary goal of Multnomah County's CDBG program is to develop viable urban communities, provide decent housing and a suitable living environment, and expand economic opportunities, principally for persons of low and moderate income.

The major objectives of the program include:

1. Allocate a majority of CDBG funds to meet the needs of low and moderate income households through improved housing, economic development, job opportunities, public services, and community facilities.
2. Reduce or eliminate blight and deterioration in neighborhoods.
3. Fund projects with demonstrated citizen and local government support.
4. Encourage projects which are supplemented with other resources, e.g., labor, materials, equipment, and money.
5. Assist displaced persons to find suitable housing. The plan for minimizing displacement and for assisting displaced persons is on file at the Community Development office.
6. Support service integration and coordination.
7. Improve handicapped access to public facilities.
8. Encourage historic preservation activities.
9. Ensure compatibility between Multnomah County and city of Portland CDBG programs.

USE OF FUNDS

Multnomah County/City of Gresham will utilize 1990 and 1991 CDBG funds for the housing and community development activities listed below. It is estimated that over 90 percent of the \$1,062,000 will directly benefit low and moderate income persons.

HOUSING

(\$521,760 includes \$150,000 program income)

Single Family Housing Rehabilitation - Deferred payment loans to low and moderate income homeowners to rehabilitate or repair single family dwellings in the Urban County area. Recommended award: \$83,560.

Sewer Hook Up Program - Countywide - Non-interest loans to lower income homeowners to make needed private property improvements required to connect to the mid-County sanitary sewer system. Recommended award: \$60,000, Urban County area; \$66,300, Gresham.

Senior Home Repair Grants - Grants up to \$1,500 to very low income homeowners to do health and safety repairs in the Urban County area. Recommended award: \$15,000

Emergency Repair Grant Program - Countywide - Grants up to \$500 to very low income homeowners to make emergency repairs through the Senior Job Center in the Urban County area. Recommended award: \$5,000.

Special Needs Housing - Countywide - Provide funds to acquire or renovate residential facilities for special needs persons. Project includes implementation costs associated with development of Special Needs Housing. Recommended award: \$65,400.

Gresham Family Emergency Shelter - Provide funds to acquire or renovate a residential facility to house homeless families. Recommended award: \$60,000.

Housing Rehabilitation Program Implementation - Funding for major rehab costs such as staff, transportation, credit and title reports, and program marketing for the programs listed above and other housing rehabilitation programs such as the Rental Rehab Program, Urban Homesteading Program and the Section 312 Program. Recommended award: \$150,000, Urban County area; \$16,500, Gresham.

NEIGHBORHOOD REVITALIZATION \$315,040

Bridge St. Culvert Replacement, Phase II - Fairview - Phase II funding for support of 1990 culvert project to replace culvert with proper size at Bridge Street in Fairview Creek. Recommended award: \$61,362.

NEIGHBORHOOD REVITALIZATION continued:

Eighth Street Improvements - Troutdale - Reconstruct 700 LF of Eighth Street between Buxton Road and Sandy Road; construct 750 LF of storm sewer line and outfall; includes curb, gutter, sidewalk, pavement and catch basin. Recommended award: \$72,000.

Ash, Birch, Elm Street Sanitary Sewer - Wood Village - Replace structurally deficient sanitary sewer lines with 1775 LF of 8-inch sewer main; 634 LF of 10 inch sewer main; 1550 LF of sewer service line; and 9 manholes on Ash, Birch, and Elm streets. Recommended award: \$39,678.

Fairview Avenue Sanitary Sewer Trunk Replacement - Fairview - Replace 380 LF of insufficiently graded sewer line with steeper grade 15-inch sewer line in middle, flat section of Fairview Avenue. Recommended award: \$23,160.

S.E. Second Street - Gresham - Reconstruct 950 LF of SE Second Street between Roberts Avenue and Elliott; including curbs, sidewalks, street lights and 200 LF of 12-inch storm sewer with manholes and catch inlets. Recommended award: \$88,540.

Community Development Implementation - Countywide - Implementation costs of public facility and improvement projects including procurement procedures, project inspection and Davis Bacon wage rate enforcement. Recommended award: \$25,000, Urban County; \$5,300, Gresham.

PUBLIC SERVICES (\$135,253 includes \$8,653 of unprogrammed funds)

Emergency Housing Assistance - American Red Cross - Emergency housing assistance to homeless persons. Recommended award: \$13,468; Urban County, \$5,329, Gresham.

Voucher Clearing House - American Red Cross - Fund American Red Cross Clearing House to oversee distribution of housing vouchers. Recommended award: \$7,200, Urban County.

Housing Assistance Project - Human Solutions, Inc. - Case management for homeless families, mortgage counseling and housing habitability counseling. Recommended award: \$20,002 Urban County; \$23,584, Gresham (includes reprogrammed funds of \$4,828).

Housing Assistance Project (Legal) - Multnomah County Legal Aid Service - Legal counseling and assistance in the area of landlord/tenant relations to low-income clients. Recommended award: \$9,835, Urban County; \$5,115, Gresham.

Fair Housing Assistance - Multnomah County Legal Aid Service - Advice, counseling, individual representation, community education and outreach to ensure equal housing opportunities. Recommended award: \$9,895 Urban County.

PUBLIC SERVICES continued:

Dental Clinic - Neighborhood Health Clinics - Provides free and/or low-cost dental health services to low-income families. Recommended award: \$5,000, Urban County; \$10,000, Gresham.

Home Sharing Matching Services - Center for Urban Education - Match low-income tenants in need of affordable housing with elderly homeowners, who wish to share their homes. Recommended award: \$3,825, Urban County (reprogrammed funds).

Resident Manager - East County Shelter Projects, Inc. - Case management services and operation and maintenance associated with support to homeless families at East County Shelter. Recommended award: \$22,000, Gresham.

PROGRAM ADMINISTRATION \$248,600

General Program Administration - Countywide - General administration and implementation of the CDBG program; citizen involvement; environmental clearance; staff to Policy Advisory Board; and efforts to affirmatively further fair housing. Budget allocation: \$187,400

Contingency Fund - Budget allocation: \$32,700, Urban County; \$28,560, Gresham.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 104362

Amendment # -

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p style="text-align: center;">RATIFIED</p> <p style="text-align: center;">Multnomah County Board of Commissioners</p> <p style="text-align: center;"><u>C-3 February 27, 1992</u></p>
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Contact Person Karen Whittle Phone X3631 Date 2/13/92

Department Social Services Division Housing and Community Services Bldg/Room 412

Description of Contract Reconstruct 700 LF of Eighth Street between Buxton Road and Sandy Road; construct 750 LF at storm sewer line and outfall; includes curb, gutter, sidewalk and pavement. (CDBG Project No. 91-2)

Board approval

RFP/BID # _____ Date of RFP/BID May 16, 1991 Exemption Exp. Date _____

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name City of Troutdale

Mailing Address 104 SE Kibling Street
Troutdale, OR 97060

Phone 665-5175

Employer ID # or SS # _____

Effective Date February 27, 1992

Termination Date June 30, 1992

Original Contract Amount \$ 72,000

Amount of Amendment \$ _____

Total Amount of Agreement \$ 72,000

Payment Term

- Lump Sum \$ _____
- Monthly \$ _____
- Other \$ 72,000 (upon completion)
- Requirements contract - Requisition required.
- Purchase Order No. _____
- Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager *Andys Crashead (90)*

Purchasing Director _____
(Class II Contracts Only)

County Counsel *William J. Ryan*

County Chair/Sheriff *Andys Crashead*

Date 2-14-92

Date _____

Date 2/18/92

Date 2/25/92

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	5471			6060			Eighth St Impr.	\$72,000		
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING CANARY - INITIATOR PINK - CLERK OF THE BOARD GREEN - FINANCE

AGREEMENT BETWEEN
MULTNOMAH COUNTY, OREGON

and

THE CITY OF TROUTDALE

for the Completion of

Eighth Street Improvements (Project (91-2))

This agreement, entered into this ___ day of _____ 1991, between Multnomah County, State of Oregon (hereinafter referred to as the "County"), and the City of Troutdale (hereinafter referred to as the "City"):

RECITALS

- A. The County is an urban county applicant for block grant funds under the Housing and Community Development Act of 1974 (the Act), Pub. L. 93-383 as amended, and will receive block grant funds for the purpose of carrying out eligible community development and housing activities under the Act and under regulations promulgated by the Department of Housing and Urban Development (HUD) at 24 CFR Part 570;
- B. The County and various cities and organizations within the County, including the City, have agreed to cooperate in the undertaking of essential community development and housing assistance activities.
- C. The County desires to have certain services performed by the City as described within this agreement for the purpose of implementing eligible activities under the Act and HUD regulations;
- D. It is appropriate and mutually desirable that the City be designated by the County to undertake the aforementioned eligible activities, so long as the requirements of the Act, HUD Regulations, state law and local law are adhered to, as provided for herein;
- E. The purpose of this agreement is to provide for cooperation between the County and the City, as the parties in this agreement, in implementing such eligible activities in the manner described above;
- F. The parties are authorized and empowered to enter into this agreement by ORS 190.010 et seq. by the Constitution of the State of Oregon; and

G. In consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually covenant and agree as provided for in this agreement.

THE CITY OF TROUTDALE

Sam K Cox
Signature

Date

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Gladys McCoy
Gladys McCoy, Chair

2/27/92
Date

RATIFIED

**Multnomah County Board
of Commissioners**

C-3 2-27-92

REVIEWED:

Matthew O. Ryan
Laurence Kressel, County Counsel

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PART I. GENERAL CONDITIONS

1. SCOPE OF AGREEMENT

The Agreement between the parties will consist of the signature page, the general conditions; the federal, state and local program requirements; the evaluation and record keeping requirements; each and every project exhibits incorporated in the Agreement; all matters and laws incorporated by reference herein; and any written amendments made according to the general conditions. This Agreement supersedes any and all former agreements applicable to projects attached as exhibits to this Agreement.

2. SCOPE OF SERVICES

The City will perform and carry out in a satisfactory and proper manner the services set forth in Exhibits A and B attached hereto. In the case of multiple projects, each project will correspond to separate exhibits. The Agreement may be amended from time to time in accordance with the general conditions for the purpose of amending the scope of work or for any other lawful purpose.

3. COMMENCEMENT AND TERMINATION OF PROJECTS

- A. Upon release of project-related funds by HUD pursuant to 24 CFR Pt. 58, the County will furnish the City with written notice to proceed. No work on the project shall occur prior to the notice to proceed without written approval from the County.
- B. All project monies will be either obligated or expended within the program year they are authorized unless specifically authorized to extend into the next year by the County Community Development Division.

4. ADMINISTRATION

The City will appoint a liaison person who will be responsible for overall administration of block grant funded project(s) and coordination with the County's Community Development Division. The City will also designate one or more representatives who will be authorized to sign the Invoice for Services Provided and any other forms which may be required. The names of the liaison persons and representatives will be specified in the exhibits.

The City will furnish to Multnomah County, its employer identification number, as designated by the Internal Revenue Service.

5. OPERATING BUDGET

The City will apply the funds received from the County under this Agreement in accordance with the budget summary submitted by the City to, and approved by, the County. Such budget summary is attached to this Agreement as an exhibit. No line-item expense in the budget will be expended in excess of 10% without an equal underexpenditure in another line item. Any line items that will be expended in excess of 10% require a budget revision approved by the Community Development Division. The budget revisions will specifically state the reasons for the requested increase and a justification for the corresponding decrease in another line item.

6. COMPENSATION, METHOD OF PAYMENT AND TERM OF AGREEMENT

- A. The County will compensate the City for the services specified in the exhibits in an amount not to exceed the total of \$72,000 for the period of Feb. 27, 1992 through June 30, 1992. The County certifies that sufficient funds exist in its Letter of Credit with the Federal Treasury to cover its contribution under this Agreement.
- B. Payment will be requested by the City on a reimbursement basis by submitting an Invoice for Services Provided and a monthly summary of program progress and accomplishments, the forms to be signed by the City's authorized representative in a manner prescribed by the County.
- C. This contract is subject to future appropriations by the Multnomah County Board of Commissioners.
- D. The County will make payment to the City as soon as practicable but not more than thirty (30) days after said invoice is received and approved by the Community Development Division unless specific other payment arrangements are agreed to by County and City.

7. FUNDING ALTERNATIVES AND FUTURE SUPPORT

- A. The City shall comply with the program income requirements set forth in 24 CFR 504(C). The receipt and expenditure of program income as defined in 24 CFR 570.500(a) shall be recorded as part of the financial transactions of the project(s) funded under this Agreement. Program income shall be reported with each voucher request and substantially disbursed for the benefit of the project(s) funded by this Agreement in accordance with the principles of paragraph (b)(2)(i) and (ii) of 24 CFR 570.504. Program income which is not used to continue or benefit such project(s) shall revert back to the Block Grant Fund for reallocation by the County. The County shall determine whether income is being used to continue or benefit a project or projects authorized by this Agreement. Program income on hand when the Agreement expires or received after the Agreement's expiration shall be repaid to the County.

- B. The County makes no commitment to future support and assumes no obligation for future support of the activities contracted for herein, except as expressly set forth in this Agreement.
- C. Should anticipated sources of revenue not become available to the County for use in the Housing and Community Development Program, the County will immediately notify the City in writing and the County will be released from all contracted liability for that portion of the Agreement covered by funds not received by the County.

8. OPERATION/MAINTENANCE

The City agrees to maintain and operate the Project for eligible activities pursuant to HUD regulations. In the event the City fails to so maintain and operate the Project, the County may, at its option, take possession of the Project and operate and maintain the Project for any lawful purpose. The subcontracting of any operation and maintenance functions is subject to the provisions of paragraph 11 below.

9. AMENDMENTS

Either party may request modifications in the scope of services, terms or conditions of this Agreement. Proposed modifications which are mutually agreed upon will be incorporated by written amendment to this Agreement.

A written amendment may affect a project or projects authorized by this Agreement or may be of general application.

10. ASSIGNMENT AND SUBCONTRACTING

- A. The City will not assign any portion of this Agreement without the written consent of the County, and it is further agreed that said consent must be sought by the City not less than 15 days prior to the date of any proposed assignment.
- B. Any work or services assigned or subcontracted hereunder will be subject to each provision of this Agreement and proper bidding procedures contained therein. The City agrees that it is as fully responsible to the County for the acts and omissions of its subcontractors and of their employees and agents, as it is for the acts and omissions of its own employees and agents.
- C. The City agrees not to enter into any contract or subcontract or any other agreement under this Agreement without the prior written approval of the County.

11. HOLD HARMLESS AND INDEMNIFICATION

- A. The City further agrees that it is financially responsible (liable) for any audit exception which occurs due to its negligence or failure to comply with the terms of the Agreement or County Block Grant Program Policy.

- B. The City agrees to protect and save the County, its elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of the City's employees or third parties on account of personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the City and/or its agents, employees, subcontractors or representatives under this Agreement.

12. CONFLICT OF INTEREST

- A. Interest of Officers, Employees, or Agents - No officer, employee, or agent of the County or City who exercises any functions or responsibilities in connection with the planning and carrying out of the Block Grant Program, or any other person who exercises any functions or responsibilities in connection with the Program, will have any personal financial interest, direct or indirect, in this Agreement, and the City will take appropriate steps to assure compliance.
- B. Interest of Subcontractor and Their Employees - The City agrees that it will incorporate into every subcontract required to be in writing and made pursuant to this Agreement the following provisions:

The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the Block Grant Program, has any personal financial interest, direct or indirect, in this Contract. The Contractor further covenants that he presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any conflicting interest will be employed. Any interest on the part of the Contractor or his employees must be disclosed to the City and the County.

13. ENFORCEMENT

- A. Remedies for noncompliance. If the City materially fails to comply with any term of this Agreement whether stated in a Federal statute or regulation, a notice of award, or elsewhere, the County may take one or more of the following actions, as appropriate in the circumstances:
- (1) Temporarily withhold cash payments pending correction of the deficiency by the City or more severe enforcement action by the County.
 - (2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance.

- (3) Wholly or partly suspend or terminate the current award for the City's program.
 - (4) Withhold further awards for the program, or
 - (5) Take other remedies that may be legally available.
- B. Hearings, Appeals. In taking an enforcement action, the County will provide the City an opportunity for such hearing, appeal, or other administrative proceeding to which the City is entitled under any statute or regulation applicable to the action involved.
- C. Effects of Suspension and Termination. Costs of the City resulting from obligations incurred by the City during a suspension or after termination of an award are not allowable unless the County expressly authorizes them in the notice of suspension or termination or subsequently. Other City costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
- (1) The costs result from obligations which were properly incurred by the City before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancellable, and,
 - (2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- D. Relationship to Debarment and Suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude the City being subject to "Debarment and Suspension" under E.O. 12549.

14. TERMINATION

- A. This Agreement is subject to immediate termination upon written notice by the Community Development Division should:
- (1) The City mismanage or make improper or unlawful use of Agreement funds;
 - (2) The City fail to comply with the terms and conditions or to provide work or services expressed herein or the applicable regulations and directives of the Federal Government, State, or County;
 - (3) Block Grant funds become no longer available from the Federal Government or the County;

- (4) City fail to obligate project funds, extenuating circumstances withstanding, subject to an extension granted under Section 3, B by no later than the last day of the program year (September 30th) in which program year the award was made; or
 - (5) The City fail to submit reports or submit incomplete or inaccurate reports in any material respect.
- B. This Agreement is subject to termination upon 30 days written notice by the City should:
- (1) The County fail in its commitment under this Agreement to provide funding for services rendered, as herein provided; or
 - (2) Block Grant funds become no longer available from the Federal Government or through the County.
- C. Otherwise this Agreement will terminate on the latest termination date specified herein and will be subject to extension only by mutual agreement and amendment in accordance with this Agreement.
- D. Upon termination of this Agreement any unexpended balance of Agreement funds will remain with the County.
- E. In the event that termination occurs under paragraph A(1) of this section, the City will return to the County all funds which were expended in violation of the terms of this Agreement.

15. REVERSION OF ASSETS

Upon expiration the City shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. It shall also include provisions designed to ensure that any real property under the City's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:

- A. Used to meet one of the national objectives in §570.901 until five years after expiration of the agreement.
- B. Disposed of in a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.

PART II. FEDERAL AND LOCAL PROGRAM REQUIREMENTS

1. APPLICABLE REGULATIONS

To the extent applicable to the City's acceptance and use of funds under this Agreement, the City shall comply with the policies, guidelines and requirements of OMB Circulars A-87, A-110, A-122, A-128 (implemented at 24 CFR Part 44) and applicable sections of 24 CFR Part 85, (implemented in 24 CFR Part 570.502).

2. PROCUREMENT STANDARDS

- A. In awarding contracts pursuant to this Agreement, the City will comply with all applicable requirements of local and state law for awarding contracts, including but not limited to procedures for competitive bidding, contractor's bonds, and retained percentages. In addition, the City will comply with the requirements of Uniform Administrative Requirements as described in 24 CFR 570.502; and with Executive Order 11246 regarding nondiscrimination bid conditions for projects over \$10,000.
- B. The City agrees to submit to the Community Development Division copies of all plans, specifications and change orders in connection with the project. No plan specification or change order will be used or implemented if it increases the total project cost, without prior written approval from the Community Development Division.

2. ENVIRONMENTAL REVIEW

- A. National Environmental Policy Act and Related Laws and Authorities as Implemented - The County retains environmental review responsibility for purposes of fulfilling requirements of the National Environmental Policy Act as implemented by HUD Environmental Review Procedures (24 CFR Part 58). The County may require the City to furnish data, information and assistance for the County's review and assessment in fulfillment of the County's responsibilities under 24 CFR Part 58.
- B. Satisfaction of Environmental Requirements - Project execution under this Agreement by either the County or the Agency shall not proceed until satisfaction of all applicable requirements of the National Environmental Policy Acts.

3. NONDISCRIMINATION

A. General

The City will comply with all federal, state and local laws prohibiting discrimination on the basis of age, sex, marital status, race, creed, color, national origin, handicap, or familial status. These requirements are specified in Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VIII; Executive Order 11063;

Executive Order 11246; and Section 3 of the Housing and Urban Development Act of 1968. Specifically, the City is prohibited from taking any discriminatory actions defined in the HUD Regulations at 24 CFR 570.601(b) (1-3) and will take such affirmative and corrective actions as required by the Regulations at CFR 570.601(b) (4). These requirements are summarized in the following paragraphs:

B. Program Benefit

The City will not discriminate against any resident of the project service area by denying benefit from or participation in any block grant funded activity on the basis of race, color, sex, national origin, handicap, age, marital status and familial status. (Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VII; Section 109, Housing and Community Development Act of 1974; Section 504, Rehabilitation Act of 1973 as amended).

C. Fair Housing

The City will take necessary and appropriate actions to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the federal government. (Civil Rights Act of 1968, Title VIII as amended, Executive Order 11063, as amended by Executive Order 12259.)

D. Employment

- (1) In all solicitations under this Agreement, the City will state that all qualified applicants will be considered for employment. The words "equal opportunity employer" in advertisements will constitute compliance with this section.
- (2) The City will not discriminate against any employee or applicant for employment in connection with this Agreement because of age, sex, marital status, race, creed, color, national origin, handicap, age, marital status, and familial status, except when there is a bona fide occupational limitation. The City will not refuse to hire, employ or promote, or bar, discharge, dismiss, reduce in compensation, suspend, demote, or discriminate in work activities, terms or conditions because an individual has a physical or mental handicap in any employment in connection with this Agreement unless it can be shown that the particular handicap prevents the performance of the work involved. Such action will include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training. (Executive Order 11246 as amended.)
- (3) This Agreement is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968 (12USC 1701u), as amended, the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder prior to the HUD authorization of the Funding Approval.

E. Contractors and Suppliers

- (1) No contractor, subcontractor, union or vendor engaged in any activity under this Agreement will discriminate in the sale of materials, equipment or labor on the basis of age, sex, marital status, race, creed, color, national origin, handicap, age, marital status, and familial status. No contractor, subcontractor, union or vendor engaged in any activity under this Agreement will refuse to hire, employ or promote, or bar, discharge, dismiss, reduce in compensation, suspend, demote or discriminate in work activities, terms or conditions because an individual has a physical or mental handicap in any employment in connection with this Agreement unless it can be shown that the particular handicap prevents the performance of the work involved. Such practices include upgrading, demotion, recruiting transfer, layoff, termination, payrate, and advertisement for employment. (Executive Order 11246 as amended)
- (2) To the greatest extent feasible, the City will purchase supplies and services for activities under this Agreement from vendors and contractors whose businesses are located in the area served by block grant funded activities or owned in substantial part by project area residents. (Section 3, Housing and Community Development Act of 1968, as amended.)

4. PROPERTY MANAGEMENT

The City as a subgrantee agrees that any real property, equipment or supplies purchased wholly or in part with program funds will be managed under the same guidelines applicable to the County, the grantee, in accordance with 24 CFR 570.505 (real property), 24 CFR Part 85.32 (equipment), and 24 CFR Part 85.33 (supplies).

5. LABOR STANDARDS

The City will require that project construction contractors and subcontractors pay their laborers and mechanics at wage rates in accordance with the Davis-Bacon Act, as amended (40 USC sections 276a - 276a5) as well as HUD requirements as pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 3 and 5, governing the payment of wages and the ratio of apprentices and trainees to journeymen: Provided, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve the City of its obligation, if any, to require payment of the higher rates. The City shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR Part 5.5.

6. ACQUISITION AND RELOCATION

- A. Any acquisition of real property by a unit of government for any activity assisted under this Agreement which occurs on or after the date of the County's submission of its Block Grant application to HUD will comply with Title III of the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (hereinafter referred to as the Uniform Act) (40 USC section 4601) and the Regulations at 24 CFR Part 42 as provided in 24 CFR 570.606.
- B. Any displacement of persons, business, nonprofit organizations or farms occurring on or after the date of the County's submission of its Block Grant application as the result of acquisition of real property assisted under this Agreement will comply with Title II of the Uniform Act and the Regulations at 24 CFR Part 42. The City will comply with the Regulations pertaining to costs of relocation and written policies, as specified by 24 CFR Section 570.606.

7. HISTORIC PRESERVATION

The City will meet the historic preservation requirements of Public Law 89-665 and the Archeological and Historic Preservation Act of 1974 (Pub. L. 93-291) and Executive Order 11593, including the procedures prescribed by the Advisory Council on Historic Preservation in the Regulations at 36 CFR Part 800. Activities affecting property listed in or found to be eligible for inclusion in the National Register of Historic Places will be subject to requirements set forth in HUD Environmental Review Procedures at 24 CFR Part 58.

8. ACCESSIBILITY

Any facility constructed or altered pursuant to this Agreement shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, and as implemented by HUD in 24 CFR Part 8.

9. ACTIVITIES FOR WHICH OTHER FEDERAL FUNDS MUST BE SOUGHT

The City may use Community Development Block Grant funds for the provision of public services as described by 24 CFR Section 570.201(e) (8) or for flood or drainage facilities as described in 24 CFR Section 570.201(c) (13); provided that the agency meets the requirements of and follows the procedures outlined in 24 CFR Section 570.607(a) (c).

10. NONPARTICIPATION IN POLITICAL ACTIVITES

The City will comply with the provisions of the Hatch Act (5 USC Chapter 15).

11. NATIONAL FLOOD INSURANCE

The City may not receive Community Development Block Grant funding for acquisition or construction for use in any area that has been identified as having special flood hazards and is not participating in the National Flood Insurance Program, as provided by Section 3(a) and 202(b) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234) and the Regulations thereunder (44 CFR Chapter 1, Subchapter B, 24 CFR Section 570.605).

12. AIR AND WATER POLLUTION

The City will comply with the provisions of the Clean Air Act, as amended (42 USC Section 7401, et seq.) and the regulations issued thereunder (40 CFR Part 15).

13. LEAD-BASED PAINT POISONING

Pursuant to 24 CFR 570.608, the City will comply with the HUD Lead-Based Paint Regulations (24 CFR Part 35) issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 USC Sections 4831 et seq.) requiring prohibition of the use of lead-based paint (whenever funds under this Agreement are used directly or indirectly for construction, rehabilitation, or modernization of residential structures); elimination of immediate lead-based paint hazards in residential structures; and notification of the hazards of lead-based paint poisoning to purchasers and tenants of residential structures constructed prior to 1978.

14. NONSUBSTITUTION FOR LOCAL FUNDING

The Block Grant Funding made available under this Agreement will not be utilized by the City to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of funds under this Agreement.

15. PUBLIC OWNERSHIP AND LEASEHOLD AGREEMENTS

- A. For agencies which are not municipal corporations it may become necessary to grant the County a property interest where the project calls for the acquisition, construction, reconstruction, rehabilitation or installation of publicly-owned facilities and improvements.
- B. If acting on behalf of the County, private nonprofit entities using Block Grant funds for the purposes described in 24 CFR, Section 570.201 will be required to operate such facilities so as to be open for the use of the general public during all normal hours of operation.

16. PUBLIC INFORMATION

- A. In all news releases and other public notices related to projects funded under this Agreement, the City will include information identifying the source of funds as the Multnomah County Block Grant Program.
- B. For all construction projects the City will erect a durable and adequately visible sign at the construction site, identifying the source of funds. The requirement may be waived for construction projects of \$5,000 or less.

PART III. EVALUATION AND RECORD KEEPING

1. EVALUATION

- A. The City agrees to participate with the County in any evaluation project or performance report, as designed by the County or the appropriate Federal agency, and to make available all information required by any such evaluation process.
- B. The City agrees to complete the Project Progress Statement (Exhibit E) by March 1, 1990 and September 1, 1990 and submit to the Community Development Division.

2. AUDITS AND INSPECTIONS

- A. The City will cooperate with the County each fiscal year in performing an audit of its Community Development Block Grant award. The audit will be performed by staff of the County Auditors office and will conform to the guidelines established in U. S. Office of Management and Budget Circular A-128.
- B. The records and documents with respect to all matters covered by this contract will be subject at all times to inspection, review or audit by the County, Federal or State officials so authorized by law during the performance of this contract and during the period of retention specified in this Part III.

3. RECORDS

In the event the City sponsors multiple projects, each project will be maintained under a separate file system and kept in a manner recommended by the County. As required by HUD Regulations, 24 CFR Part 570.506, the City will maintain all records identified in Exhibit F.

4. RETENTION OF RECORDS

As provided in 24 CFR 85.42, required records will be retained for a period of 3 years from the date of the submission of the final performance report in which the activity is covered, except as follows:

- A. Records that are the subject of audit findings will be retained for three years or until such audit findings have been resolved, whichever is later.
- B. The retention period for real property and equipment records starts from the date of the disposition, or replacement, or transfer at the direction of HUD.
- C. Records for any displaced person will be retained for three years after such person has received final payment.
- D. Records pertaining to each real property acquisition will be retained for three years after settlement of the acquisition or until disposition of the applicable relocation records in accordance with paragraph (c) above, whichever is later.

PART IV. EXHIBITS

- A. Budget Summary
- B. Scope of Services
- C. Authorization Signature Card
- D. Voucher Request
- E. Project Progress Statement
- F. Required Records
- G. Administrative Uniform Requirements 24 CFR, Part 85

C. CAPITAL OUTLAY:

19. Capital Outlay:

Quantity	Item	Total Cost
		\$

20. Real Property Acquisition:

		\$
--	--	----

21. TOTAL CAPITAL OUTLAY

\$

22. TOTAL HOUSING & COMM. DEVELOPMENT AWARD \$ 72,000

II. SOURCES OF PROJECT FUNDING:

1. Federal	\$
2. State	
3. Local Match	\$ 48,000
4. County	\$
5. In-Kind Service & Supply	\$
6. Other (detail)	
7. Subtotal	\$
8. Housing & Comm. Dev.	\$ 72,000
9. TOTAL PROJECT COST	\$ 120,000

~~*Two county funded culverts will be constructed and serve as matching funds.~~

III. AUTHORIZATION:

Date

Sam K Cox

Authorized Signature for Project

Date

Robert W. [Signature]

Authorized Signature for Project

COUNTY USE ONLY

Reviewed and approved by Multnomah County Community Development Section on _____, 19____ by _____.

Signature

SCOPE OF SERVICES

The City and the County agree to facilitate the completion of the project.

See attached Budget Summary (Exhibit A) for specific breakdown of budget line items.

The scope of the services to be performed under this contract consist of the following:

(A) PROJECT ACTIVITIES

- (1) The City with the advice of the County will prepare all necessary plans, specifications and bid documents for the project. All specifications and drawings will be in conformance with current City standards and general specifications set forth in the City's Community Development Grant application for this project.
- (2) The City will submit these materials and estimates to the County for review and comment at least five (5) working days before requesting bids for construction.
- (3) The City with the advice of the County will appropriately bid, award the contract, and contract for construction of the project. In such a contract the City will assume the rights and responsibilities of owners of the project, except that the County will provide funds for the improvement generally described below.
- (4) In the event not all improvements can be made within the project funds, the City and the County will jointly determine the priority of the improvements to be made. The general scope of the improvements to be made under this Agreement consist of:

Reconstruct 700 feet of Eighth Street between Buxton Road and Sandy Road; construct 750 feet of storm sewer line and outfall. Vacate Sandy Road from Eighth Street to southern terminus at Buxton Road. Reconstruction work to include curb, gutter, sidewalk, pavement and catch basin.

- (5) Prior to entering into any subcontract under this Agreement, the City will forward to the County copies of all contract documents for approval.
- (6) The City will designate a person or persons to provide project management during construction. The construction manager will make periodic visits to the construction site during construction to observe the progress and quality of the construction work and to determine if the results of the construction work are in accordance with this agreement and the drawings and specifications of the Construction Documents. On the basis of on-site observations, the construction manager will endeavor to guard the County and City against apparent defects and deficiencies in the construction work.

- (7) The City will provide documentation to the County at project completion showing that the project activities were completed in accordance with this Agreement. The City will provide the County with one set of final record documents ("As-Built" plans) which are stamped, certified, and signed.
- (8) In addition to the records referred to in Part III of this Agreement, the City will maintain records of the hours worked and rates of compensation for all personnel performing work under this Agreement.
- (9) The City will perform all necessary and appropriate community information activities.

B. PROJECT COORDINATION

The project will be coordinated by City staff according to Part I, number 4 of this Agreement, and in compliance with 24 CFR 570.502 and all other federal, state and local laws. Project coordination responsibilities will include but not be limited to the following:

- (1) The City will perform all necessary and customary functions in the management and supervision of City personnel for all work performed under the Agreement. The City will compensate City staff with City funds for all work performed under this Agreement.
- (2) Project activities will be completed in compliance with the terms of this Agreement and applicable state and federal regulations. Specific project activities which trigger formal procedural regulation include the following: Sub contracting, Conflict of Interest, Procurement, Nondiscrimination, Property Management, Labor Standards, and Public Information.

EXHIBIT D

VOUCHER REQUEST

Report period: _____ to _____ Voucher Request No.: _____

Project Title: The City of Troutdale Project No. 91-2

Check when this is final Request: _____ LGFS No.: 5471

FROM _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

Contact Person: _____ Telephone _____

Attached to this Voucher Request is the Project Progress Statement which pertains to the same report period.

BUDGET CATEGORY	1. APPROVED BUDGET CDBG	2. EXPENDED THIS PERIOD	3. EXPENDED TO DATE	4. PERCENT EXPENDED TO DATE
	\$	\$	\$	

TOTALS

RECEIVED TO DATE: _____ EXPENDED THIS PERIOD: _____

PAYMENTS IN TRANSIT: _____ (LESS % RETENTION): _____

UNTAPPED BALANCE: _____ VOUCHER AMOUNT REQ.: _____

CERTIFICATION: I certify that to the best of my knowledge and belief, this report is correct and complete, and that all expenditures are for the purpose set forth in the grant award documents. Supporting documentation for all expenditures cited in this request are on file at our office.

AUTHORIZED SIGNATURE

_____ NAME

_____ DATE

Do not write below this line.

Reviewed and Approved _____

Date to Finance _____

This progress report is due September 1, 1991 and March 1, 1992.

EXHIBIT E

Project No.: 91-2

Voucher Request No.: _____

PROJECT PROGRESS STATEMENT

Prepared by: _____ Telephone No.: _____

List all activities that were listed on your original PROJECT ACTIVITY SUMMARY (See Contract). Indicate status and describe progress which occurred during report period. Please describe any problems encountered and remedial actions. Attach additional pages as needed.

Name of Activity	Status* % Complete	Description of Progress

Comments

* On time
Ahead of Schedule
Late

REQUIRED RECORDS

- A. Financial Management - Such records will identify adequately the source and application of funds for activities within this Agreement, in accordance with the provisions of 24 CFR 85.20. These records will contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
- B. Citizen Participation - Narrative and other documentation describing the process used to inform citizens concerning the amount of funds available, the ranges of project activities undertaken, and opportunities to participate in funded block grant projects.
- C. Equal Opportunity - The City will maintain racial, ethnic, and gender data showing the extent to which these categories of persons have participated in, or benefited from, the activities carried out under this Agreement. The City will also maintain data which records its affirmative action in equal opportunity employment, and its good faith efforts to identify, train, and/or hire lower-income residents of the project area and to utilize business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- D. Labor Standards - Records will be maintained regarding compliance of all contractors performing construction work under this Agreement with the labor standards made applicable by 24 CFR 570.603.
- E. Such other records as may be required by the County and/or HUD.



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

Contract # 104362
Amendment # ---

MULTNOMAH COUNTY OREGON

<p align="center">CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p align="center">CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCR B Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p align="center">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p align="center">RATIFIED Multnomah County Board of Commissioners C-3 February 27, 1992</p>
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Contact Person Karen Whittle Phone X3631 Date 2/13/92
 Department Social Services Division Housing and Community Services Bldg/Room 412
 Description of Contract Reconstruct 700 LF of Eighth Street between Buxton Road and Sandy Road; construct 750 LF at storm sewer line and outfall; includes curb, gutter, sidewalk and pavement. (CDBG Project No. 91-2)

Board approval

RFP/BID # _____ Date of RFP/BID May 16, 1991 Exemption Exp. Date _____
 ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name City of Troutdale
 Mailing Address 104 SE Kibling Street
Troutdale, OR 97060
 Phone 665-5175
 Employer ID # or SS # _____
 Effective Date February 27, 1992
 Termination Date June 30, 1992
 Original Contract Amount \$ 72,000
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ 72,000

Payment Term

Lump Sum \$ _____
 Monthly \$ _____
 Other \$ 72,000 (upon completion)
 Requirements contract - Requisition required.
 Purchase Order No. _____
 Requirements Not to Exceed \$ _____

BOARD OF
 COUNTY COMMISSIONERS
 MULTNOMAH COUNTY
 OREGON
 1992 MAR - 2 PM 1:17

REQUIRED SIGNATURES:

Department Manager *[Signature]* Date 2-14-92
 Purchasing Director _____ Date _____
 (Class II Contracts Only)
 County Counsel *[Signature]* Date 2/14/92
 County Chair/Sheriff *[Signature]* Date 2/14/92

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	5471			6060			Eighth St Impr.	\$72,000	
02.											
03.											

INSTRUCTIONS FOR COMPLETING CONTRACT APPROVAL FORM

1. **CLASS I, CLASS II, CLASS III** - Check off appropriate class of contract in one of the three columns on the top of the form.
2. **CONTRACT #** - To be issued by designated person in each Division or call Purchasing to get a number.
3. **AMENDMENT #** - Sequential numbering to original contract as changes are made and approved.
4. **DESCRIPTION OF CONTRACT** - Summary of product purchased or services to be performed. Note if an amendment or extension.
5. **RFP/BID #** - Enter number if contract is a result of RFP/Bid selection process.
6. **DATE RFP/BID** - Enter date of RFP/Bid public opening.
7. **EXEMPTION EXPIRATION DATE** - Enter exemption expiration date from competitive bidding granted by BCC or the Chair.
8. **ORS/AR#** - Refer to Oregon Revised Statutes and/or Administrative Rule #, when applicable.
9. **CONTRACTOR IS MBE, WBE, QRF** - Check appropriate box if contractor is certified as an MBE, WBE, or QRF (Qualified Rehabilitation Facility).
10. **CONTRACTOR NAME, MAILING ADDRESS, PHONE** - Enter current information.
11. **EMPLOYEE ID# OR SS#** - Enter employee federal ID# or Social Security # if contractor is an individual.
12. **EFFECTIVE DATE** - Date stated on contract to begin services.
13. **TERMINATION DATE** - Date stated on contract to terminate services.
14. **ORIGINAL CONTRACT AMOUNT** - Enter amount of original contract.
15. **AMOUNT OF AMENDMENT** - Enter amendment or change order amount only, if applicable.
16. **TOTAL AMOUNT OF AGREEMENT** - Enter original amount of contract. If this is an amendment or change order, please include original amount and amended amount.
17. **PAYMENT TERMS** - Designate payment terms by checking appropriate box and entering dollar amount.
18. **REQUIREMENTS CONTRACT** - Requisition Required - Check this box to note that a purchase order will be issued to initiate payment.
19. **PURCHASE ORDER #** - Enter number of purchase order to be issued. If number is not known, enter "PO will be issued."
20. **REQUIREMENTS NOT TO EXCEED** - List the estimated dollar amount of requirements contracts.
21. **REQUIRED SIGNATURES** - To be completed as approved. Purchasing Director needs to sign all Class II contracts only.
22. **ACCOUNT CODE STRUCTURE** - Enter account code structure for the type of agreement; i.e., expense or revenue.
23. **LGFS DESCRIPTION** - Abbreviated description for Data Entry purposes.
24. **AMOUNT** - If total dollar amount is being split among different account numbers, indicate dollar amounts here.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
COMMUNITY DEVELOPMENT DIVISION
2115 S.E. MORRISON
PORTLAND, OREGON 97214
(503) 248-5000

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

MEMORANDUM

TO: Gladys McCoy, County Chair

VIA: Ardys Craghead, Interim Director
Department of Social Services

Norm Monroe, Housing and Community Services Division

FROM: Cecile Pitts, Program Manager
Community Development Program

DATE: February 13, 1992

SUBJECT: Intergovernmental Agreement with the City of Troutdale

Recommendations: The Housing and Community Development Program recommends the Board of County Commissioners approval of the attached contract with the City of Troutdale for the period February 27, 1992 through June 30, 1992.

Analysis: The Community Development Block Grant Program solicited eligible 1991-92 project proposals last spring. The program's reviewing and recommending body, the Policy Advisory Board (made up of representatives from each of the participating jurisdictions: Fairview, Gresham, Maywood Park, Troutdale and Wood Village), selected projects in April, 1991. On May 16, 1991 the Board approved the Final Statement, the detailed list of activities, and it was submitted to the Department of Housing and Urban Development for funding beginning July 1, 1991. No general funds are involved.

This \$72,000 contract provides for street and storm sewer line improvements on Eight Street in Troutdale. The city will provide matching funds of \$48,000 for a project total of \$120,000.

Background: Funds for this contract are included in the Community Development Budget 1991-92, under LGFS number 5471.

The final statement is attached for complete 1991-92 program information.

AGREEMENT BETWEEN
MULTNOMAH COUNTY, OREGON

and

THE CITY OF TROUTDALE

for the Completion of

Eighth Street Improvements (Project (91-2))

This agreement, entered into this 27th day of February 1992, between Multnomah County, State of Oregon (hereinafter referred to as the "County"), and the City of Troutdale (hereinafter referred to as the "City"):

RECITALS

- A. The County is an urban county applicant for block grant funds under the Housing and Community Development Act of 1974 (the Act), Pub. L. 93-383 as amended, and will receive block grant funds for the purpose of carrying out eligible community development and housing activities under the Act and under regulations promulgated by the Department of Housing and Urban Development (HUD) at 24 CFR Part 570;
- B. The County and various cities and organizations within the County, including the City, have agreed to cooperate in the undertaking of essential community development and housing assistance activities.
- C. The County desires to have certain services performed by the City as described within this agreement for the purpose of implementing eligible activities under the Act and HUD regulations;
- D. It is appropriate and mutually desirable that the City be designated by the County to undertake the aforementioned eligible activities, so long as the requirements of the Act, HUD Regulations, state law and local law are adhered to, as provided for herein;
- E. The purpose of this agreement is to provide for cooperation between the County and the City, as the parties in this agreement, in implementing such eligible activities in the manner described above;
- F. The parties are authorized and empowered to enter into this agreement by ORS 190.010 et seq. by the Constitution of the State of Oregon; and

G. In consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually covenant and agree as provided for in this agreement.

THE CITY OF TROUTDALE

Sam K Cox
Signature

4
Date

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Gladys McCoy
Gladys McCoy, Chair

2/27/92
Date

REVIEWED :

Matthew O. Ryan
Laurence Kressel, County Counsel

RATIFIED
Multnomah County Board
of Commissioners
C-3 2-27-92

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PART I. GENERAL CONDITIONS

1. SCOPE OF AGREEMENT

The Agreement between the parties will consist of the signature page, the general conditions; the federal, state and local program requirements; the evaluation and record keeping requirements; each and every project exhibits incorporated in the Agreement; all matters and laws incorporated by reference herein; and any written amendments made according to the general conditions. This Agreement supersedes any and all former agreements applicable to projects attached as exhibits to this Agreement.

2. SCOPE OF SERVICES

The City will perform and carry out in a satisfactory and proper manner the services set forth in Exhibits A and B attached hereto. In the case of multiple projects, each project will correspond to separate exhibits. The Agreement may be amended from time to time in accordance with the general conditions for the purpose of amending the scope of work or for any other lawful purpose.

3. COMMENCEMENT AND TERMINATION OF PROJECTS

- A. Upon release of project-related funds by HUD pursuant to 24 CFR Pt. 58, the County will furnish the City with written notice to proceed. No work on the project shall occur prior to the notice to proceed without written approval from the County.
- B. All project monies will be either obligated or expended within the program year they are authorized unless specifically authorized to extend into the next year by the County Community Development Division.

4. ADMINISTRATION

The City will appoint a liaison person who will be responsible for overall administration of block grant funded project(s) and coordination with the County's Community Development Division. The City will also designate one or more representatives who will be authorized to sign the Invoice for Services Provided and any other forms which may be required. The names of the liaison persons and representatives will be specified in the exhibits.

The City will furnish to Multnomah County, its employer identification number, as designated by the Internal Revenue Service.

5. OPERATING BUDGET

The City will apply the funds received from the County under this Agreement in accordance with the budget summary submitted by the City to, and approved by, the County. Such budget summary is attached to this Agreement as an exhibit. No line-item expense in the budget will be expended in excess of 10% without an equal underexpenditure in another line item. Any line items that will be expended in excess of 10% require a budget revision approved by the Community Development Division. The budget revisions will specifically state the reasons for the requested increase and a justification for the corresponding decrease in another line item.

6. COMPENSATION, METHOD OF PAYMENT AND TERM OF AGREEMENT

- A. The County will compensate the City for the services specified in the exhibits in an amount not to exceed the total of \$72,000 for the period of Feb. 27, 1992 through June 30, 1992. The County certifies that sufficient funds exist in its Letter of Credit with the Federal Treasury to cover its contribution under this Agreement.
- B. Payment will be requested by the City on a reimbursement basis by submitting an Invoice for Services Provided and a monthly summary of program progress and accomplishments, the forms to be signed by the City's authorized representative in a manner prescribed by the County.
- C. This contract is subject to future appropriations by the Multnomah County Board of Commissioners.
- D. The County will make payment to the City as soon as practicable but not more than thirty (30) days after said invoice is received and approved by the Community Development Division unless specific other payment arrangements are agreed to by County and City.

7. FUNDING ALTERNATIVES AND FUTURE SUPPORT

- A. The City shall comply with the program income requirements set forth in 24 CFR 504(C). The receipt and expenditure of program income as defined in 24 CFR 570.500(a) shall be recorded as part of the financial transactions of the project(s) funded under this Agreement. Program income shall be reported with each voucher request and substantially disbursed for the benefit of the project(s) funded by this Agreement in accordance with the principles of paragraph (b)(2)(i) and (ii) of 24 CFR 570.504. Program income which is not used to continue or benefit such project(s) shall revert back to the Block Grant Fund for reallocation by the County. The County shall determine whether income is being used to continue or benefit a project or projects authorized by this Agreement. Program income on hand when the Agreement expires or received after the Agreement's expiration shall be repaid to the County.

- B. The County makes no commitment to future support and assumes no obligation for future support of the activities contracted for herein, except as expressly set forth in this Agreement.
- C. Should anticipated sources of revenue not become available to the County for use in the Housing and Community Development Program, the County will immediately notify the City in writing and the County will be released from all contracted liability for that portion of the Agreement covered by funds not received by the County.

8. OPERATION/MAINTENANCE

The City agrees to maintain and operate the Project for eligible activities pursuant to HUD regulations. In the event the City fails to so maintain and operate the Project, the County may, at its option, take possession of the Project and operate and maintain the Project for any lawful purpose. The subcontracting of any operation and maintenance functions is subject to the provisions of paragraph 11 below.

9. AMENDMENTS

Either party may request modifications in the scope of services, terms or conditions of this Agreement. Proposed modifications which are mutually agreed upon will be incorporated by written amendment to this Agreement.

A written amendment may affect a project or projects authorized by this Agreement or may be of general application.

10. ASSIGNMENT AND SUBCONTRACTING

- A. The City will not assign any portion of this Agreement without the written consent of the County, and it is further agreed that said consent must be sought by the City not less than 15 days prior to the date of any proposed assignment.
- B. Any work or services assigned or subcontracted hereunder will be subject to each provision of this Agreement and proper bidding procedures contained therein. The City agrees that it is as fully responsible to the County for the acts and omissions of its subcontractors and of their employees and agents, as it is for the acts and omissions of its own employees and agents.
- C. The City agrees not to enter into any contract or subcontract or any other agreement under this Agreement without the prior written approval of the County.

11. HOLD HARMLESS AND INDEMNIFICATION

- A. The City further agrees that it is financially responsible (liable) for any audit exception which occurs due to its negligence or failure to comply with the terms of the Agreement or County Block Grant Program Policy.

- B. The City agrees to protect and save the County, its elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of the City's employees or third parties on account of personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the City and/or its agents, employees, subcontractors or representatives under this Agreement.

12. CONFLICT OF INTEREST

- A. Interest of Officers, Employees, or Agents - No officer, employee, or agent of the County or City who exercises any functions or responsibilities in connection with the planning and carrying out of the Block Grant Program, or any other person who exercises any functions or responsibilities in connection with the Program, will have any personal financial interest, direct or indirect, in this Agreement, and the City will take appropriate steps to assure compliance.
- B. Interest of Subcontractor and Their Employees - The City agrees that it will incorporate into every subcontract required to be in writing and made pursuant to this Agreement the following provisions:

The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the Block Grant Program, has any personal financial interest, direct or indirect, in this Contract. The Contractor further covenants that he presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any conflicting interest will be employed. Any interest on the part of the Contractor or his employees must be disclosed to the City and the County.

13. ENFORCEMENT

- A. Remedies for noncompliance. If the City materially fails to comply with any term of this Agreement whether stated in a Federal statute or regulation, a notice of award, or elsewhere, the County may take one or more of the following actions, as appropriate in the circumstances:
 - (1) Temporarily withhold cash payments pending correction of the deficiency by the City or more severe enforcement action by the County.
 - (2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance.

- (3) Wholly or partly suspend or terminate the current award for the City's program.
 - (4) Withhold further awards for the program, or
 - (5) Take other remedies that may be legally available.
- B. Hearings, Appeals. In taking an enforcement action, the County will provide the City an opportunity for such hearing, appeal, or other administrative proceeding to which the City is entitled under any statute or regulation applicable to the action involved.
- C. Effects of Suspension and Termination. Costs of the City resulting from obligations incurred by the City during a suspension or after termination of an award are not allowable unless the County expressly authorizes them in the notice of suspension or termination or subsequently. Other City costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
- (1) The costs result from obligations which were properly incurred by the City before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancellable, and,
 - (2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- D. Relationship to Debarment and Suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude the City being subject to "Debarment and Suspension" under E.O. 12549.

14. TERMINATION

- A. This Agreement is subject to immediate termination upon written notice by the Community Development Division should:
- (1) The City mismanage or make improper or unlawful use of Agreement funds;
 - (2) The City fail to comply with the terms and conditions or to provide work or services expressed herein or the applicable regulations and directives of the Federal Government, State, or County;
 - (3) Block Grant funds become no longer available from the Federal Government or the County;

- (4) City fail to obligate project funds, extenuating circumstances withstanding, subject to an extension granted under Section 3, B by no later than the last day of the program year (September 30th) in which program year the award was made; or
 - (5) The City fail to submit reports or submit incomplete or inaccurate reports in any material respect.
- B. This Agreement is subject to termination upon 30 days written notice by the City should:
- (1) The County fail in its commitment under this Agreement to provide funding for services rendered, as herein provided; or
 - (2) Block Grant funds become no longer available from the Federal Government or through the County.
- C. Otherwise this Agreement will terminate on the latest termination date specified herein and will be subject to extension only by mutual agreement and amendment in accordance with this Agreement.
- D. Upon termination of this Agreement any unexpended balance of Agreement funds will remain with the County.
- E. In the event that termination occurs under paragraph A(1) of this section, the City will return to the County all funds which were expended in violation of the terms of this Agreement.

15. REVERSION OF ASSETS

Upon expiration the City shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. It shall also include provisions designed to ensure that any real property under the City's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:

- A. Used to meet one of the national objectives in §570.901 until five years after expiration of the agreement.
- B. Disposed of in a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.

PART II. FEDERAL AND LOCAL PROGRAM REQUIREMENTS

1. APPLICABLE REGULATIONS

To the extent applicable to the City's acceptance and use of funds under this Agreement, the City shall comply with the policies, guidelines and requirements of OMB Circulars A-87, A-110, A-122, A-128 (implemented at 24 CFR Part 44) and applicable sections of 24 CFR Part 85, (implemented in 24 CFR Part 570.502).

2. PROCUREMENT STANDARDS

- A. In awarding contracts pursuant to this Agreement, the City will comply with all applicable requirements of local and state law for awarding contracts, including but not limited to procedures for competitive bidding, contractor's bonds, and retained percentages. In addition, the City will comply with the requirements of Uniform Administrative Requirements as described in 24 CFR 570.502; and with Executive Order 11246 regarding nondiscrimination bid conditions for projects over \$10,000.
- B. The City agrees to submit to the Community Development Division copies of all plans, specifications and change orders in connection with the project. No plan specification or change order will be used or implemented if it increases the total project cost, without prior written approval from the Community Development Division.

2. ENVIRONMENTAL REVIEW

- A. National Environmental Policy Act and Related Laws and Authorities as Implemented - The County retains environmental review responsibility for purposes of fulfilling requirements of the National Environmental Policy Act as implemented by HUD Environmental Review Procedures (24 CFR Part 58). The County may require the City to furnish data, information and assistance for the County's review and assessment in fulfillment of the County's responsibilities under 24 CFR Part 58.
- B. Satisfaction of Environmental Requirements - Project execution under this Agreement by either the County or the Agency shall not proceed until satisfaction of all applicable requirements of the National Environmental Policy Acts.

3. NONDISCRIMINATION

A. General

The City will comply with all federal, state and local laws prohibiting discrimination on the basis of age, sex, marital status, race, creed, color, national origin, handicap, or familial status. These requirements are specified in Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VIII; Executive Order 11063;

Executive Order 11246; and Section 3 of the Housing and Urban Development Act of 1968. Specifically, the City is prohibited from taking any discriminatory actions defined in the HUD Regulations at 24 CFR 570.601(b) (1-3) and will take such affirmative and corrective actions as required by the Regulations at CFR 570.601(b) (4). These requirements are summarized in the following paragraphs:

B. Program Benefit

The City will not discriminate against any resident of the project service area by denying benefit from or participation in any block grant funded activity on the basis of race, color, sex, national origin, handicap, age, marital status and familial status. (Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VII; Section 109, Housing and Community Development Act of 1974; Section 504, Rehabilitation Act of 1973 as amended).

C. Fair Housing

The City will take necessary and appropriate actions to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the federal government. (Civil Rights Act of 1968, Title VIII as amended, Executive Order 11063, as amended by Executive Order 12259.)

D. Employment

- (1) In all solicitations under this Agreement, the City will state that all qualified applicants will be considered for employment. The words "equal opportunity employer" in advertisements will constitute compliance with this section.
- (2) The City will not discriminate against any employee or applicant for employment in connection with this Agreement because of age, sex, marital status, race, creed, color, national origin, handicap, age, marital status, and familial status, except when there is a bona fide occupational limitation. The City will not refuse to hire, employ or promote, or bar, discharge, dismiss, reduce in compensation, suspend, demote, or discriminate in work activities, terms or conditions because an individual has a physical or mental handicap in any employment in connection with this Agreement unless it can be shown that the particular handicap prevents the performance of the work involved. Such action will include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training. (Executive Order 11246 as amended.)
- (3) This Agreement is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968 (12USC 1701u), as amended, the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder prior to the HUD authorization of the Funding Approval.

E. Contractors and Suppliers

- (1) No contractor, subcontractor, union or vendor engaged in any activity under this Agreement will discriminate in the sale of materials, equipment or labor on the basis of age, sex, marital status, race, creed, color, national origin, handicap, age, marital status, and familial status. No contractor, subcontractor, union or vendor engaged in any activity under this Agreement will refuse to hire, employ or promote, or bar, discharge, dismiss, reduce in compensation, suspend, demote or discriminate in work activities, terms or conditions because an individual has a physical or mental handicap in any employment in connection with this Agreement unless it can be shown that the particular handicap prevents the performance of the work involved. Such practices include upgrading, demotion, recruiting transfer, layoff, termination, payrate, and advertisement for employment. (Executive Order 11246 as amended)
- (2) To the greatest extent feasible, the City will purchase supplies and services for activities under this Agreement from vendors and contractors whose businesses are located in the area served by block grant funded activities or owned in substantial part by project area residents. (Section 3, Housing and Community Development Act of 1968, as amended.)

4. PROPERTY MANAGEMENT

The City as a subgrantee agrees that any real property, equipment or supplies purchased wholly or in part with program funds will be managed under the same guidelines applicable to the County, the grantee, in accordance with 24 CFR 570.505 (real property), 24 CFR Part 85.32 (equipment), and 24 CFR Part 85.33 (supplies).

5. LABOR STANDARDS

The City will require that project construction contractors and subcontractors pay their laborers and mechanics at wage rates in accordance with the Davis-Bacon Act, as amended (40 USC sections 276a - 276a5) as well as HUD requirements as pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 3 and 5, governing the payment of wages and the ratio of apprentices and trainees to journeymen: Provided, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve the City of its obligation, if any, to require payment of the higher rates. The City shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR Part 5.5.

6. ACQUISITION AND RELOCATION

- A. Any acquisition of real property by a unit of government for any activity assisted under this Agreement which occurs on or after the date of the County's submission of its Block Grant application to HUD will comply with Title III of the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (hereinafter referred to as the Uniform Act) (40 USC section 4601) and the Regulations at 24 CFR Part 42 as provided in 24 CFR 570.606.
- B. Any displacement of persons, business, nonprofit organizations or farms occurring on or after the date of the County's submission of its Block Grant application as the result of acquisition of real property assisted under this Agreement will comply with Title II of the Uniform Act and the Regulations at 24 CFR Part 42. The City will comply with the Regulations pertaining to costs of relocation and written policies, as specified by 24 CFR Section 570.606.

7. HISTORIC PRESERVATION

The City will meet the historic preservation requirements of Public Law 89-665 and the Archeological and Historic Preservation Act of 1974 (Pub. L. 93-291) and Executive Order 11593, including the procedures prescribed by the Advisory Council on Historic Preservation in the Regulations at 36 CFR Part 800. Activities affecting property listed in or found to be eligible for inclusion in the National Register of Historic Places will be subject to requirements set forth in HUD Environmental Review Procedures at 24 CFR Part 58.

8. ACCESSIBILITY

Any facility constructed or altered pursuant to this Agreement shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, and as implemented by HUD in 24 CFR Part 8.

9. ACTIVITIES FOR WHICH OTHER FEDERAL FUNDS MUST BE SOUGHT

The City may use Community Development Block Grant funds for the provision of public services as described by 24 CFR Section 570.201(e) (8) or for flood or drainage facilities as described in 24 CFR Section 570.201(c) (13); provided that the agency meets the requirements of and follows the procedures outlined in 24 CFR Section 570.607(a) (c).

10. NONPARTICIPATION IN POLITICAL ACTIVITIES

The City will comply with the provisions of the Hatch Act (5 USC Chapter 15).

11. NATIONAL FLOOD INSURANCE

The City may not receive Community Development Block Grant funding for acquisition or construction for use in any area that has been identified as having special flood hazards and is not participating in the National Flood Insurance Program, as provided by Section 3(a) and 202(b) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234) and the Regulations thereunder (44 CFR Chapter 1, Subchapter B, 24 CFR Section 570.605).

12. AIR AND WATER POLLUTION

The City will comply with the provisions of the Clean Air Act, as amended (42 USC Section 7401, et seq.) and the regulations issued thereunder (40 CFR Part 15).

13. LEAD-BASED PAINT POISONING

Pursuant to 24 CFR 570.608, the City will comply with the HUD Lead-Based Paint Regulations (24 CFR Part 35) issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 USC Sections 4831 et seq.) requiring prohibition of the use of lead-based paint (whenever funds under this Agreement are used directly or indirectly for construction, rehabilitation, or modernization of residential structures); elimination of immediate lead-based paint hazards in residential structures; and notification of the hazards of lead-based paint poisoning to purchasers and tenants of residential structures constructed prior to 1978.

14. NONSUBSTITUTION FOR LOCAL FUNDING

The Block Grant Funding made available under this Agreement will not be utilized by the City to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of funds under this Agreement.

15. PUBLIC OWNERSHIP AND LEASEHOLD AGREEMENTS

- A. For agencies which are not municipal corporations it may become necessary to grant the County a property interest where the project calls for the acquisition, construction, reconstruction, rehabilitation or installation of publicly-owned facilities and improvements.
- B. If acting on behalf of the County, private nonprofit entities using Block Grant funds for the purposes described in 24 CFR, Section 570.201 will be required to operate such facilities so as to be open for the use of the general public during all normal hours of operation.

16. PUBLIC INFORMATION

- A. In all news releases and other public notices related to projects funded under this Agreement, the City will include information identifying the source of funds as the Multnomah County Block Grant Program.
- B. For all construction projects the City will erect a durable and adequately visible sign at the construction site, identifying the source of funds. The requirement may be waived for construction projects of \$5,000 or less.

PART III. EVALUATION AND RECORD KEEPING

1. EVALUATION

- A. The City agrees to participate with the County in any evaluation project or performance report, as designed by the County or the appropriate Federal agency, and to make available all information required by any such evaluation process.
- B. The City agrees to complete the Project Progress Statement (Exhibit E) by March 1, 1990 and September 1, 1990 and submit to the Community Development Division.

2. AUDITS AND INSPECTIONS

- A. The City will cooperate with the County each fiscal year in performing an audit of its Community Development Block Grant award. The audit will be performed by staff of the County Auditors office and will conform to the guidelines established in U. S. Office of Management and Budget Circular A-128.
- B. The records and documents with respect to all matters covered by this contract will be subject at all times to inspection, review or audit by the County, Federal or State officials so authorized by law during the performance of this contract and during the period of retention specified in this Part III.

3. RECORDS

In the event the City sponsors multiple projects, each project will be maintained under a separate file system and kept in a manner recommended by the County. As required by HUD Regulations, 24 CFR Part 570.506, the City will maintain all records identified in Exhibit F.

4. RETENTION OF RECORDS

As provided in 24 CFR 85.42, required records will be retained for a period of 3 years from the date of the submission of the final performance report in which the activity is covered, except as follows:

- A. Records that are the subject of audit findings will be retained for three years or until such audit findings have been resolved, whichever is later.
- B. The retention period for real property and equipment records starts from the date of the disposition, or replacement, or transfer at the direction of HUD.
- C. Records for any displaced person will be retained for three years after such person has received final payment.
- D. Records pertaining to each real property acquisition will be retained for three years after settlement of the acquisition or until disposition of the applicable relocation records in accordance with paragraph (c) above, whichever is later.

PART IV. EXHIBITS

- A. Budget Summary
- B. Scope of Services
- C. Authorization Signature Card
- D. Voucher Request
- E. Project Progress Statement
- F. Required Records
- G. Administrative Uniform Requirements 24 CFR, Part 85

EXHIBIT A

Project Number 91-2

Project Year 1991

LGFS No. 5471

BUDGET SUMMARY
Community Development Block Grant

Legal Name of Entity City of Troutdale

Address: 104 S.E. Kibling

City: Troutdale State Oregon Zip 97060

1. BUDGET LINE ITEMS:

A. PERSONNEL SERVICES:

1. Number of Employees	2. Job Title	3. Total Salary	4. Portion Chargeable to Community Development Block Grant
		\$	\$
5. Subtotal		\$	\$
6. Extra Help/Overtime			
7. Fringe Benefits			
8. TOTAL PERSONNEL COSTS		\$	\$

B. MATERIALS AND SERVICES:

9. Office Supplies			\$
10. Operating Supplies			
11. Communications			\$
12. Travel and Training			
13. Legal and Public Notices			
14. Professional Services		\$	\$
15. Construction Contracts		\$	\$ 72,000
16. Other: Exhibits/Fixtures		\$	\$
17. TOTAL MATERIALS AND SERVICES			\$ 72,000

C. CAPITAL OUTLAY:

19. Capital Outlay:

Quantity	Item	Total Cost
		\$

20. Real Property Acquisition:

		\$
--	--	----

21. TOTAL CAPITAL OUTLAY

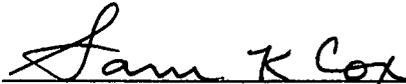
22. TOTAL HOUSING & COMM. DEVELOPMENT AWARD \$ 72,000

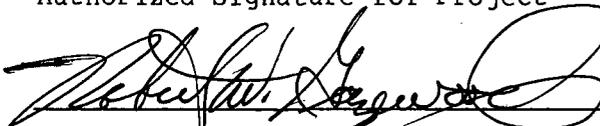
II. SOURCES OF PROJECT FUNDING:

1. Federal	\$
2. State	
3. Local Match	\$ 48,000
4. County	\$
5. In-Kind Service & Supply	\$
6. Other (detail)	
7. Subtotal	\$
8. Housing & Comm. Dev.	\$ 72,000
9. TOTAL PROJECT COST	\$ 120,000

~~*Two county funded culverts will be constructed and serve as matching funds.~~

III. AUTHORIZATION:

_____  _____
 Date Authorized Signature for Project

_____  _____
 Date Authorized Signature for Project

COUNTY USE ONLY

Reviewed and approved by Multnomah County Community Development Section
 on _____, 19____ by _____.

 Signature

SCOPE OF SERVICES

The City and the County agree to facilitate the completion of the project.

See attached Budget Summary (Exhibit A) for specific breakdown of budget line items.

The scope of the services to be performed under this contract consist of the following:

(A) PROJECT ACTIVITIES

- (1) The City with the advice of the County will prepare all necessary plans, specifications and bid documents for the project. All specifications and drawings will be in conformance with current City standards and general specifications set forth in the City's Community Development Grant application for this project.
- (2) The City will submit these materials and estimates to the County for review and comment at least five (5) working days before requesting bids for construction.
- (3) The City with the advice of the County will appropriately bid, award the contract, and contract for construction of the project. In such a contract the City will assume the rights and responsibilities of owners of the project, except that the County will provide funds for the improvement generally described below.
- (4) In the event not all improvements can be made within the project funds, the City and the County will jointly determine the priority of the improvements to be made. The general scope of the improvements to be made under this Agreement consist of:

Reconstruct 700 feet of Eighth Street between Buxton Road and Sandy Road; construct 750 feet of storm sewer line and outfall. Vacate Sandy Road from Eighth Street to southern terminus at Buxton Road. Reconstruction work to include curb, gutter, sidewalk, pavement and catch basin.
- (5) Prior to entering into any subcontract under this Agreement, the City will forward to the County copies of all contract documents for approval.
- (6) The City will designate a person or persons to provide project management during construction. The construction manager will make periodic visits to the construction site during construction to observe the progress and quality of the construction work and to determine if the results of the construction work are in accordance with this agreement and the drawings and specifications of the Construction Documents. On the basis of on-site observations, the construction manager will endeavor to guard the County and City against apparent defects and deficiencies in the construction work.

- (7) The City will provide documentation to the County at project completion showing that the project activities were completed in accordance with this Agreement. The City will provide the County with one set of final record documents ("As-Built" plans) which are stamped, certified, and signed.
- (8) In addition to the records referred to in Part III of this Agreement, the City will maintain records of the hours worked and rates of compensation for all personnel performing work under this Agreement.
- (9) The City will perform all necessary and appropriate community information activities.

B. PROJECT COORDINATION

The project will be coordinated by City staff according to Part I, number 4 of this Agreement, and in compliance with 24 CFR 570.502 and all other federal, state and local laws. Project coordination responsibilities will include but not be limited to the following:

- (1) The City will perform all necessary and customary functions in the management and supervision of City personnel for all work performed under the Agreement. The City will compensate City staff with City funds for all work performed under this Agreement.
- (2) Project activities will be completed in compliance with the terms of this Agreement and applicable state and federal regulations. Specific project activities which trigger formal procedural regulation include the following: Sub contracting, Conflict of Interest, Procurement, Nondiscrimination, Property Management, Labor Standards, and Public Information.

EXHIBIT C

Project No. 91-2

Project Year 1991

LGFS No. 5471

AUTHORIZATION SIGNATURE CARD

Program Name Eighth Street Improvements

Applicant's Name The City of Troutdale

Address 104 S.E. Kibling

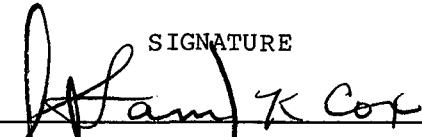
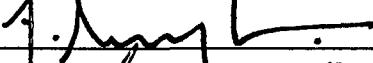
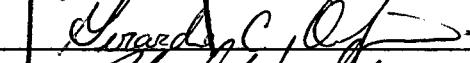
City, State, Zip Troutdale, Oregon 97060

Telephone Number (503) 665-5175

SIGNATURE OF INDIVIDUALS AUTHORIZED TO SIGN FINANCIAL DOCUMENTS:

Any TWO signatures required to sign any financial document. We suggest you authorize more than two persons so that any two of them could sign in the absence of the others.

NAME (TYPED)
<u>Sam K. Cox</u>
<u>F. Gregory Wilder</u>
<u>Gerardo Ortega</u>
<u>Robert W. Gazewood</u>

SIGNATURE
<u></u>
<u></u>
<u></u>
<u></u>

I certify that the signatures above are of the individuals authorized to execute financial documents.

8/9/91
Date


Signature of Authorized Official


Title of Authorized Official

EXHIBIT D

VOUCHER REQUEST

Report period: _____ to _____ Voucher Request No.: _____

Project Title: The City of Troutdale Project No. 91-2

Check when this is final Request: _____ LGFS No.: 5471

FROM _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

Contact Person: _____ Telephone _____

Attached to this Voucher Request is the Project Progress Statement which pertains to the same report period.

BUDGET CATEGORY	1. APPROVED BUDGET CDBG	2. EXPENDED THIS PERIOD	3. EXPENDED TO DATE	4. PERCENT EXPENDED TO DATE
	\$	\$	\$	

TOTALS

RECEIVED TO DATE: _____ EXPENDED THIS PERIOD: _____

PAYMENTS IN TRANSIT: _____ (LESS % RETENTION): _____

UNTAPPED BALANCE: _____ VOUCHER AMOUNT REQ.: _____

CERTIFICATION: I certify that to the best of my knowledge and belief, this report is correct and complete, and that all expenditures are for the purpose set forth in the grant award documents. Supporting documentation for all expenditures cited in this request are on file at our office.

AUTHORIZED SIGNATURE _____ NAME _____ DATE _____

Do not write below this line.

Reviewed and Approved _____ Date to Finance _____

This progress report is due September 1, 1991 and March 1, 1992.

EXHIBIT E

Project No.: 91-2

Voucher Request No.: _____

PROJECT PROGRESS STATEMENT

Prepared by: _____ Telephone No.: _____

List all activities that were listed on your original PROJECT ACTIVITY SUMMARY (See Contract). Indicate status and describe progress which occurred during report period. Please describe any problems encountered and remedial actions. Attach additional pages as needed.

Name of Activity	Status*	% Complete	Description of Progress

Comments

- * On time
- Ahead of Schedule
- Late

REQUIRED RECORDS

- A. Financial Management - Such records will identify adequately the source and application of funds for activities within this Agreement, in accordance with the provisions of 24 CFR 85.20. These records will contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
- B. Citizen Participation - Narrative and other documentation describing the process used to inform citizens concerning the amount of funds available, the ranges of project activities undertaken, and opportunities to participate in funded block grant projects.
- C. Equal Opportunity - The City will maintain racial, ethnic, and gender data showing the extent to which these categories of persons have participated in, or benefited from, the activities carried out under this Agreement. The City will also maintain data which records its affirmative action in equal opportunity employment, and its good faith efforts to identify, train, and/or hire lower-income residents of the project area and to utilize business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- D. Labor Standards - Records will be maintained regarding compliance of all contractors performing construction work under this Agreement with the labor standards made applicable by 24 CFR 570.603.
- E. Such other records as may be required by the County and/or HUD.

BUDGET MODIFICATION NO. DA 13

FEB 27 1992

(For Clerk's Use) Meeting Date FEB 27 1992
Agenda No. 2-1

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT District Attorney
CONTACT Kelly Bacon

DIVISION Anti-Gang Program
TELEPHONE 248-3105

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Kelly Bacon

SUGGESTED

AGENDA TITLE (to assist in preparing a description for the printed agenda)

Continuation of the Gang Prosecution Grant from the State of Oregon

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

Personnel changes are shown in detail on the attached sheet

The District Attorney's office has received a one year grant award from the Criminal Justice Services Division of the Oregon State Executive Department to fund one full time deputy district attorney to prosecute gang and gang related cases in Multnomah County. This continues the Anti-Gang Program which was formerly staffed by an Assistant Attorney General working in the Multnomah County District Attorney's office.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

New grant revenue of \$41,025 has been awarded to fund 75% of this program. This budget modification appropriates the first six months of the program. The 25% match will be a portion of the general fund Anti-Gang Program already in the District Attorney's office budget.

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

_____ Fund Contingency before this modification (as of _____) \$ _____
Date _____
After this modification \$ _____

Originated By <u>Lisa Moore</u>	Date <u>2/7/92</u>	Department Director <u>Kelly Bacon</u>	Date <u>2/7/92</u>
Plan/Budget Analyst <u>[Signature]</u>	Date <u>2/7/92</u>	Employee Services <u>[Signature]</u>	Date <u>2/19/92</u>
Board Approval <u>[Signature]</u>	Date <u>2-27-92</u>		

MULTNOMAH COUNTY CLERK'S OFFICE
1992 FEB 19 PM 3:37
OREGON

Sent Original to Tam Simpson 2-27-92.

PERSONNEL DETAIL FOR BUDGET MODIFICATION NO.

DA 13

5. ANNUALIZED PERSONNEL CHANGES (Compute on a full-year basis even though this action affects only a part of the fiscal year (FY).)

FTE Increase (Decrease)	POSITION TITLE	BASE PAY Increase (Decrease)	ANNUALIZED Increase/(Decrease)		TOTAL Increase (Decrease)
			Fringe	Ins.	
			1	Deputy District Attorney I	
0	TOTAL CHANGE (ANNUALIZED)	\$35,506	\$9,587	\$4,695	\$49,788

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this BudMod.)

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	BASE PAY Increase (Decrease)	CURRENT FY Increase/(Decrease)		TOTAL Increase (Decrease)
			Fringe	Ins.	
			0.50	Add DDA I for 6 mos.	
TOTAL CURRENT FISCAL YEAR CHANGES		\$17,753	\$4,794	\$2,348	\$24,894

DA 13

EXPENDITURE

TRANSACTION EB GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY _____

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	023	2447			5100			17,753		Permanent
		156	023	2447			5500			4,794		Fringe
		156	023	2447			5550			2,348		Insurance
		156	023	2447			7100			2,450		Indirect
											27,345	
		400	050	7531			6580			2,348	2,348	Claims Paid
		100	045	9120			7700			2,450	2,450	GF Contingency
TOTAL EXPENDITURE CHANGE										32,142	32,142	

REVENUE

TRANSACTION EB GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY _____

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Rev code	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	023	2447			Requested			27,345	27,345	Gang Prosecution Grant
		400	050	7531			6602			2,348	2,348	Service Reimbursement
		100	050	7410			6602			2,450	2,450	Service Reimbursement
TOTAL REVENUE CHANGE										32,142	32,142	

#

1

DATE

2-27

NAME

Luis Machorro

ADDRESS

3027 NE 25th

STREET

Portland

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

MHRC-R2

SUBJECT

MHRC-R2

FOR

AGAINST

PLEASE PRINT LEGIBLY!

✓
#

2

DATE

2-27

NAME

Carolyn Leonard

ADDRESS

STREET

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R2

SUBJECT

MHRc-R2

FOR

AGAINST

PLEASE PRINT LEGIBLY!

✓
3

DATE 2/27

NAME Jeanette Pai

ADDRESS 775 Court St NE

STREET Salem, OR 97310

CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # MHRC R-2

SUBJECT MHRC

FOR AGAINST

PLEASE PRINT LEGIBLY!

#

4

DATE

2/27/92

NAME

Rev. GARY L. WILSON

ADDRESS

20 NE 31st

STREET

Portland97232

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-2

SUBJECT

MHRC

FOR

AGAINST

PLEASE PRINT LEGIBLY!

#

5

DATE

2-27-91

NAME

Judith Mowry

ADDRESS

4032 SE Belmont

STREET

Rfid One 97274

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-2

SUBJECT

MARC Task Force ReportX FOR

AGAINST

PLEASE PRINT LEGIBLY!

Meeting Date: FEB 27 1992

Agenda No.: R-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Resolution Accepting Metropolitan Human Relations Task Force Report

BCC Informal Feb. 25, 1992
(date)

BCC Formal Feb. 27, 1992, 9:30 am TC
(date)

DEPARTMENT Non-Dept.

DIVISION Commissioner Kelley

CONTACT Carolyn Marks Bax

TELEPHONE x2738

PERSON(S) MAKING PRESENTATION Report presented 2/10/92 - Task Force members

ACTION REQUESTED:

INFORMATIONAL ONLY

POLICY DIRECTION

APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 30 minutes

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

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

Multnomah County Chair McCoy and Portland Mayor Clark appointed the MHRC Task Force to make recommendations on what changes, if any, would enable the City and County to better serve human rights and inter-group relations. The Task Force presented its report at a joint City/County briefing on February 10, 1992.

This request is for acceptance of the report, not approval of specific recommendations, therefore, there are no fiscal/budgetary impacts.

The report was included in the 2/10/92 agenda packet.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Shannon Kelley

Or

DEPARTMENT MANAGER _____

1992 FEB 20 AM 11:37
MULTNOMAH COUNTY
OREGON

(All accompanying documents must have required signatures)

*Sent copy of Resolution 92-31 to Carolyn Marks Bax
2-27-92.*

Agenda Revision
2-25-92
Handout
for R-2

<u>Task Force Recommendation</u>	<u>Cost</u>	<u>Option/Change</u>
Executive Director	\$50,000	\$50,000
Secretary/Clerk	\$28,000	\$28,000
Professional Services	\$31,000	\$15,000/- \$16,000
Printing and Distribution	\$7,600	\$7,600
Communication Services	\$2,500	\$2,500
Facilities Services (increased)	\$25,000	\$10,000/- \$15,000
Local Travel	\$500	\$500
Commission Training	\$3,000	\$1,500/- \$1,500
Diversity Coordinator	\$36,000	\$36,000
Secretary Clerk	\$28,000	\$28,000
Printing and Distribution	\$3,800	\$0 /-\$3,800
Partnership Assistance Fund	\$10,000	\$0 /-\$10,000
Disabilities Project Budget	\$95,000	\$95,000
<u>Total</u>	<u>\$335,000</u>	<u>\$288,700</u>

If the County does a 50-50 split with the City of a \$288,700 MHRC budget the County's share will be \$144,350. Last year the County contributed 44% of the MHRC budget or \$93,341. 44% of this option is \$127,028. A 40% share of this option would be \$115,480.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF MULTNOMAH COUNTY, OREGON

In the matter of accepting the)	
Metropolitan Human Relations)	
Commission Task Force Report)	RESOLUTION
to Portland City Council and)	92-31
Multnomah County Board of)	
Commissioners, February 1992)	

WHEREAS, Multnomah County and the City of Portland entered into a cooperative agreement in 1969 to establish a centralized agency, the Metropolitan Human Relations Commission, to promote better human relations and discourage discrimination; and

WHEREAS, there continues to be an urgent need in our community to conduct positive programs to conciliate inter-group conflicts, build mutual understanding and respect, and protect the human rights of all economic, religious, ethnic, racial, national origin, disability, age, sex, and sexual orientation groups in Multnomah County; and

WHEREAS, community organizations have asked local government for assistance in dealing with increased reports of hate crimes and racist, homophobic, and sexist violence; and

WHEREAS, the Metropolitan Human Relations Commission has served under the original charge and organization for over two decades; and

WHEREAS, the Multnomah County Chair and the Mayor of Portland appointed a task force to review the organization and structure of the Metropolitan Human Relations Commission and make recommendations on what changes, if any, would enable Multnomah County and the City of Portland to actualize their commitment to the safety and well being of all of their citizens, especially those who are targets of discrimination and bigotry; and

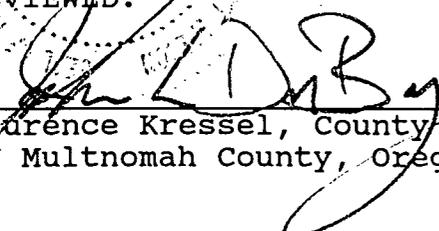
WHEREAS, the Metropolitan Human Relations Commission Task Force has rendered a report; and

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners accepts the METROPOLITAN HUMAN RELATIONS COMMISSION TASK FORCE REPORT, to Portland City Council and Multnomah County Board of County Commissioners.

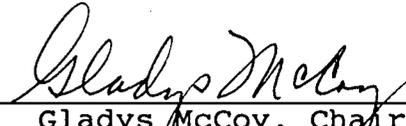
ADOPTED this 27th day of February, 1992.



REVIEWED:



Laurence Kressel, County Counsel
of Multnomah County, Oregon

By 

Gladys McCoy, Chair
Multnomah County, Oregon

Regular Meeting
2-27-92
R-2

Gail Ora
1525 N. Webster Street
Portland, Oregon 97217

February 26, 1992

Chair Gladys McCoy and County Commissioners:

Racism is alive and well in our society. Its negative influence does nothing to promote the well being and harmony of our community. Therefore I strongly urge you to support the recommendations of the task force assigned to review the Metropolitan Human Relations Commission (MHRC)

I am a citizen volunteer with Southeast Uplift's Anti-Racism Project. Out of my experience of working on racism and related issues, I've come to understand that a government funded agency with a mission to deal with hate crimes, and bigotry, diversity and advocacy, is the rational approach to addressing racism.

I have reviewed the task force's findings and support them. I bring to your attention the value of three I view as critical:

- INCREASED BUDGET
 - The Commission's work can be accomplished with a budget commitment that supports adequate staffing.

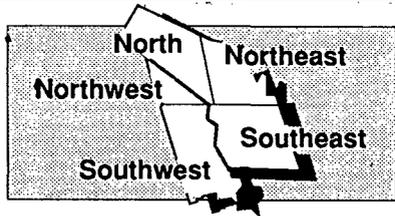
- ENFORCEMENT CAPACITIES
 - Enforcement supports credibility. Accountability will be in place because the MHRC will be accountable to the Portland mayor and the Multnomah County chair.

- NEW BOARD
 - It is in the best interest of the MHRC to clear the slate and start afresh. New Board members undergoing training together can begin their work with a shared orientation.

The opportunity is here for citizens and government to join together in a strong effort to lower the incidents of hate crimes and to advance positive human relations . Your yes vote assures that opportunity.

Sincerely,

MULTNOMAH COUNTY
BOARD OF
COUNTY COMMISSIONERS
1992 FEB 27 AM 9:26



PORTLAND

BRIEFLY . . .

Fraudulent paving company at work in Portland area

A fraudulent paving company whose employees have criminal histories in New Hampshire is in Portland doing business.

The group does "slipshod" work for inflated prices, and may steal items from a customer's home, said Detective Mark Coffey of the Portland Police Bureau.

The six or seven men are known to police in Seabrook, N.H., where one is a suspect in a number of arson fires, including a fire that killed one person, Coffey said.

The men claim to be employees

Multnomah County fumbling, mayo

Clark, on weekly program, says first concern is how board has handled animal control issue

By SURA RUBENSTEIN

of The Oregonian staff

Portland Mayor Bud Clark is mean as a junkyard dog on the subject of Multnomah County.

The county is shirking its responsibilities, can't manage its affairs, ignores good advice and keeps asking the cities to bail it out. That, at least, is the essence of what the mayor opined in his weekly Mayor's Forum program on Wednesday.

The immediate burr under Clark's saddle was the county's push to dump most of its current animal control program in local cities' laps. Never mind that county commissioners changed their minds when cities

ue paying for the program. Clark is still miffed.

"To just drop animal control and say now it's something the cities are going to have to pick up — well, it's just the opposite of the consolidation that happened over 10 years ago, when animal control was put under the control of the county," Clark said.

"I don't know how they make their decisions or where their rationale comes from," he added. "It doesn't make any sense to me."

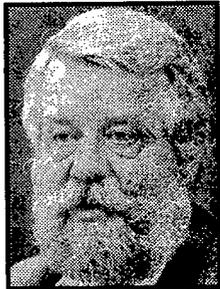
Multnomah County commissioners last fall decided to cut back animal control to minimal levels because of the Measure 5 property tax limitation. Services beyond that — addressing complaints about barking dogs, dead animals

of local cities, they reasoned.

The commissioners advanced that philosophy in last fall's round of consolidation talks with Multnomah County cities, but found the cities a hard sell.

"It's their responsibility," Clark said. "They can't keep shirking their responsibility and say they're not going to do it any more. If that's the case, why don't we just say we'll get rid of the county, and the cities can pick up all these duties and do it all together. Forget the county."

"We helped the county out of a \$14 million problem just before I took office," he said, referring to some city-county consolidations



CLARK

METRO

THURSDAY, FEBRUARY 27, 1992

Racist fliers anger Woodburn officials

□ The name of an unknown group appears on material hostile to Hispanics that's being circulated in opposition to a school bond issue

By **GEORGE REDE**
of The Oregonian staff

Woodburn police and school officials are trying to find out who's placing racist fliers around town in an effort to defeat a school bond measure up for a vote next month.

The fliers play on derogatory stereotypes of Hispanics and are signed by a group calling itself "America Values Assoc."

"I hate for this to happen," said Keith Robinson, superintendent of the Woodburn School District, where 43 percent of the district's 3,000 students are Hispanic. "It takes the focus off much-needed buildings for our kids and puts it on a very negative kind of subject."

"We understand people have a right to oppose a bond issue or any election, and that's why we have a secret ballot. But when they resort to racism and hatred, we find that totally unacceptable."

Members of the Woodburn Latin American Club discovered a 1-inch stack of the fliers Saturday afternoon in a restaurant where the club holds its regular meetings.

Copies were brought to police and the city administrator's office Wednesday, but Robinson said he became aware of the flier

"We understand people have a right to oppose a bond issue. . . . But when they resort to racism and hatred, we find that totally unacceptable."

— Keith Robinson,
Woodburn school superintendent

early last week.

He said a citizen who had attended services in a local church Feb. 16 called to tell

him the pastor had mentioned the fliers and condemned their content.

"We thought they'd been taken out of circulation and that would be all we'd hear of it," Robinson said Wednesday. "Apparently, it started in again more intensely this Saturday."

Chris Childs, city administrator of Woodburn, a Marion County community of 13,525 residents, said he was appalled by the material.

"As anyone would be, I'm disgusted with what's involved with it, and I hope they get it tracked down pretty quickly," he said.

The fliers take aim at the March 24 school bond issue but also carry a message that is

**Please turn to
WOODBURN, Page C10**

Seattle, where he is charged with aggravated first-degree murder in

— From correspondent and wire reports

Woodburn: Bill would pay for three new schools

■ Continued from Page C1

plainly hostile toward Hispanics.

"Do the Hispanics contribute to our society?" the flier asks.

"Of course. They breed faster. They do more dope. Their art form 'graffiti.' They cause more crime."

"What do we do?" the flier asks. "We pay more taxes. We put more locks on our doors."

The flier, typed on 8½-by-11-inch plain white paper, urges voters to "vote against the issues that drain us of what we worked so hard and long to acquire."

There is no phone number, address or other identifying information other than "America Values Assoc."

The ballot measure would authorize the school district to issue \$34.3 million in bonds to expand Woodburn High School and build a middle school, two elementary schools and a performing arts auditorium — most likely at the high school.

Robinson said enrollment has grown by 50 percent in the last nine years, and the district is using 16 modular classrooms to accommodate the surplus of students.

The small city's population is diverse. In addition to the 43 percent of the students who have Hispanic backgrounds, 20 percent are Russian, 36 percent are non-Hispanic white and 1 percent are from other groups.

Bob Brack, owner of the restaurant where the fliers were discov-

ered Saturday, said he didn't know how or when the racist literature was placed in the entryway of his business.

"Someone just brought them there and laid them there without asking me," Brack said.

Antonio Fernandez, director of the Woodburn Children's Center, which serves migrant farm workers' families in the area, said he first saw the flier Wednesday morning.

"I thought it was a put-on because it's so outrageous," he said. "Whoever this group is, is clearly demonstrating they're extremely ignorant of the society we live in today and of the contributions Latinos have made in this community."

Woodburn police Lt. Don Eubank, said the department was looking into the identity of the group.

He said police would contact the FBI and the U.S. Justice Department "to see if they have anything on this group."

Robinson drove to Salem on Wednesday to ask the state Elections Division, an arm of the secretary of state's office, to investigate whether any election laws were violated. Norma Buckno, investigations manager for the division, said individuals and political groups must meet varying requirements for registration and filing of statements of campaign expenditures. But, she said, a determination of whether any law was broken would be stymied without knowing the identity of those responsible.

Hateful hate crimes

Community, not just the law, needs to act when families are threatened by racist thuggery

It's difficult to imagine a lower form of criminal behavior than threatening the lives of children. That happened to an interracial Sellwood couple and has forced them to consider moving.

The police investigation is being treated as part of a pattern of hate crimes against the couple that has included rock hurling and cross burnings. The last cross-burning incident was within the past few weeks. But what has prompted Jessica Davis and William Kennedy to consider moving was an anonymous phone call last Saturday that threatened the couple's infant son.

Anonymous. That's the special nature of many bias crimes. They're carried out under cover of darkness.

Fortunately, perpetrators of bias crimes can be charged for whatever physical crime they commit as well as violation of Oregon's bias-intimidation statutes.

Depending on circumstances, intimidation based on bigotry is a misdemeanor carrying up to a year in jail and a \$2,500 fine; if it's done by a gang it qualifies as a felony with up

to five years in jail and \$100,000 in fines.

According to the Multnomah County district attorney's office, however, sentencing guidelines for first-time bias offenders call for as little as presumptive probation for a hate-crime conviction when there are as many as three prior non-personal felony convictions — things like car theft.

This type of crime calls for stiffer sentencing. But it also calls for rehabilitative effort. Anger counseling is available in cases of domestic violence. Diversity sensitivity training should be considered a condition of sentencing for first-time offenders. It's not likely that this would work on Skinhead bullies or Metzger-wannabes but it might work on cases of bored, underemployed youth. Perhaps they're educable.

This is also an opportunity for Sellwood and all of Portland's neighborhoods to come forward and say that this kind of behavior is unacceptable. Community policing of bias acts is an excellent way to begin. No family should feel isolated the way Davis and Kennedy have.

Japanese man threatened before death

The Associated Press

CAMARILLO, Calif. — A Japanese businessman stabbed to death in his home had lived in fear for two weeks after being harassed by strangers who made anti-Japanese threats and demanded money, his son and a housekeeper said.

Yasuo Kato, 49, was found dead Monday with two stab wounds to the chest, said Ventura County sheriff's Deputy Jim Kenney. He was killed in his garage Sunday while unloading groceries, and a hunting knife with an 8-inch blade was found nearby, Kenney said.

"We haven't excluded the possibility it was a hate crime, but we haven't focused on that either," said sheriff's Cmdr. Vincent France.

The Japanese Consulate in Los Angeles said it was waiting to see what investigators uncover before contacting U.S. government officials on whether the FBI should investigate the killing as a hate crime.

"We don't want to say this is a racial issue against the Japanese," said consul staff representative James Aoki.

Authorities say an unidentified man came to Kato's door on Feb. 9 demanding money. The man claimed he had lost his job because of Japanese business practices and told Kato Japan was ruining America's economy.

Kato rebuffed the man, who then kicked at the front door and threatened to kill him. "Allegedly the statement was made, 'We know where you live, we'll come back and kill you,'" France said.

The stranger was accompanied by another man who waited on the sidewalk near a motorcycle the pair had ridden to Kato's house, France said.

Kato's housekeeper, who declined to give her name because she feared retribution, said Kato told her the strangers were vicious.

Kathleen Herron
Mediator, Consultant, J.D.
1843 SE 43rd
Portland, OR 97215
(503) 235-5973
2-26-92

Multnomah County Commissioners,
Ms. Gladys McCoy, Chair
1021 SW 4th
Portland, OR 97204

RE: METROPOLITAN HUMAN RELATIONS COMMISSION

Dear Commissioners:

Tools for Diversity is an inter-racial training and consulting team. For the past 18 months, we have been the trainers for the City's Southeast Uplift Anti-Racism Program. In that program, as well as in our private work, we have met with over 1500 citizens of Portland through our Unlearning Racism Workshops. We have witnessed first hand how great the need is for an agency such as MHRC.

Time and time again, we have listened to people from racially targetted groups tell pain and anger filled stories of the insulting, frightening discriminatory treatment they have received from other Portland residents. We have had the opportunity to witness "well-meaning" people's ignorance emerge and be challenged in these workshops. It has become clear to us through our work that the lack of tolerance, much less appreciation for Diversity, in Portland is a very serious problem.

We think that you will agree with us that eliminating prejudice and discrimination against all Portland residents is as important to liveability in this city as adequate police and fire protection. It is an indispensable part of the infra structure; one we can no longer ignore without paying an even higher cost. We cannot afford to have a token, under-funded and under-staffed agency doing this crucial work. If we really believe this is important, we must provide realistic support and adequate resources for the agency to function well. We urge you to do so.

We would also like to take this time to thank all the past MHRC staff and board members for the time and energy they have put into addressing these problems without adequate support and caring from this community. We hope the proposed changes do not in any way detract from the appreciation they deserve for their good work.

Thank you for your consideration.

Kathleen Herron for

Cliff Jones, Guadalupe Guajardo and Kathleen Herron

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 FEB 27 AM 9:26

BEVERLY STEIN
MULTNOMAH COUNTY
DISTRICT 14

REPLY TO ADDRESS INDICATED:

- House of Representatives, 364
Salem, OR 97310
- 1625 SE 44th Ave.
Portland, OR 97215
- Phone
238-7971



HOUSE OF REPRESENTATIVES
SALEM, OREGON
97310

COMMITTEES

- Member: 1989 Session
Human Resources
Housing and Urban Development
Intergovernmental Affairs
Legislative Rules, Operations and
Reform
- Member: 1990 Interim
Social Services Planning for Oregon,
Chair
Joint Committee on Audits
Joint Committee on Health Care
- Member: 1991 Session
Human Resources, Vice-Chair
Business & Consumer Affairs
Special Committee on
Children's Issues
- Member: 1991 Interim
Human Resources
Hunger Relief Task Force
Children's Sex Abuse Task Force
Workforce Quality Council

To City and County Commissioners:

I want to indicate my support for a strong Metropolitan Human Relations Commission along the lines proposed in the Task Force report. I am particularly concerned that we make aggressive strides to meet the leadership and diversity goals in the Portland Future Focus plan. A strong MHRC is a logical place for this to happen.

Just today we read in the paper about a family which is forced to move because of racial prejudice. The Oregon Citizens Alliance advocates for legalizing bigotry. More than ever we need a focus for our opposition to these types of expressions on intolerance. The Metropolitan Human Relations Commission can be that focus.

Beverly Stein

BOARD OF
COUNTY COMMISSIONERS
1992 FEB 27 AM 9:26
MULTNOMAH COUNTY
OREGON

Portland Oregon
Feb. 24, 1992

Glady's McLoy,
Multnomah County Commissioner
Dear Ms. McLoy:

I'm writing in regard to
the Metropolitan Human Relations
Commission.

I recently was in a situation
to need assistance due to an attack
on my property by a group of
skin heads.

The Metro Human Relations
Commission was quick to respond
to my needs when alerted by the
Richmond Neighborhood Association.

I feel this is a worthwhile
organization and needs to be continued.
They need enough money to function
because of needs of our community.

BOARD OF
COUNTY COMMISSIONERS
1992 FEB 27 AM 9:26
MULTNOMAH COUNTY
OREGON

Sincerely
Mary O Steiger

Regular Meeting
2-27-92
P-2

STATEMENT TO MULTNOMAH COUNTY AND CITY OF PORTLAND COMMISSIONERS
REGARDING REORGANIZATION OF METROPOLITAN HUMAN RELATIONS COMMISSION

Under its present understanding of its charge and the currently available staffing configurations, over the years the Metropolitan Human Relations Commission has served the City and County to the best of its ability.

Increasing incidents and social awareness of reported hate crimes and bigotry have created both new needs and expectations on the part of the public. The Future Focus Diversity Plan, the Summit Conference on Hate Crimes, and a series of community based "listenings" have provided a clear public mandate for a change in interpretation of the charge to the Commission and in its functioning, an increase in Commission size and staffing, and a greater level of visibility and authority.

It is important that enforcement of regional values and goals happen at the regional level. Enforcement of human rights values expressed by City ordinance and County officials needs to happen right here at home through direct citizen involvement in an agency such as the proposed Metropolitan Human Rights Commission. In fact, this was one of the highest priorities expressed by those stating their concerns at the "listenings".

While we must never denigrate the work done in good conscience by current and past MHRC Commissioners, we must face the reality that new responsibilities and job descriptions often require new personnel. It is vital the City and County have the freedom and flexibility in creating the new Commission that only flows from the existing Commissioners submitting their resignations. Any and all who wish to continue working as a Commissioner should re-apply, stating their qualifications relevant to the new interpretation of the charge and the responsibilities so created.

I urge your acceptance of the Task Force Report at this time, and I further urge your implementation of the entire report in the most timely manner possible.

Rev. Gary L. Wilson, Pastor
Metropolitan Community Church of Portland
1644 NE 24th
Portland, Oregon 97232
(503) 281-8868
(503) 236-7767

BOARD OF
COUNTY COMMISSIONERS
1992 FEB 27 PM 2:39
MULTNOMAH COUNTY
OREGON

Rev. Gary L. Wilson

BUDGET MODIFICATION NO.

NOND 27 - REVISED

(For Clerk's Use) Meeting Date FEB 27 1992

Agenda No. R-3

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR 2/27/92

(Date)

DEPARTMENT Nondepartmental

DIVISION Chair/Board

CONTACT Dave Warren

TELEPHONE 248-3822

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD _____

SUGGESTED

AGENDA TITLE (to assist in preparing a description for the printed agenda)

Transfer \$21,838 from General Fund Contingency to the Chair's Office and the Board of County Commissioners to cover the 1991-92 cost of salaries.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

Personnel changes are shown in detail on the attached sheet

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of _____) \$ _____

Date

After this modification \$ _____

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

Original signed & sent to Dave Warren 3-3-92.

BUDGET MODIFICATION NO. NOND 27

(For Clerk's Use) Meeting Date FEB 27 1992
Agenda No. R-3

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR 2/27/92
(Date)

DEPARTMENT Nondepartmental DIVISION Chair/Board
CONTACT Dave Warren TELEPHONE 248-3822
* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD _____

SUGGESTED
AGENDA TITLE (to assist in preparing a description for the printed agenda)

Transfer \$37,386 from General Fund Contingency to the Chair's Office and the Board of County Commissioners to cover the 1991-92 cost of salaries.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

Personnel changes are shown in detail on the attached sheet

BOARD OF
COUNTY COMMISSIONERS
1992 FEB 19 PM 3:37
MULTNOMAH COUNTY
OREGON

3. REVENUE IMPACT (Explain revenues being changed and reason for the change)

4. CONTINGENCY STATUS (to be completed by Budget & Planning)

General Fund Contingency before this modification (as of 01/31/92) \$ 3,605,219
Date
After this modification \$ 3,567,833

Originated By	Date	Department Director	Date
Plan/Budget Analyst	Date	Employee Services	Date
Board Approval	Date		

David C. Starnes 2/18/92

EXPENDITURE NOND 27

TRANSACTION EB GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY _____

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
NOND 27		100	050	9203			5100			4,803		
							5500			1,302		
							5550			185		
											6,290	Chair
		100	050	9230			5100			5,937		
							5500			1,608		
							5550			229		
											7,774	Commissioner Dist 1
		100	050	9245			5100			5,937		
							5500			1,608		
							5550			229		
											7,774	Commissioner Dist 2
		100	050	9255			5100			5,937		
							5500			1,608		
							5550			229		
											7,774	Commissioner Dist 3
		100	050	9275			5100			5,937		
							5500			1,608		
							5550			229		
											7,774	Commissioner Dist 4
		100	045	9120			7700			(37,386)	(37,386)	General Fund Contingency
TOTAL EXPENDITURE CHANGE										0	0	

REVENUE

TRANSACTION EB GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY _____

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
TOTAL REVENUE CHANGE										0	0	

REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod No. NOND 27 2. Amount requested from General Fund Contingency: \$ 37,386
3. Summary of Request:

This transfer will cover the cost of additional salaries granted to the Chair and Commissioners effective January 1, 1992. It is the budgetary followup to the ratification of the recommendations of the salary commission.

4. Has the expenditure for which this transfer is sought been included in any budget request during the past five years? NO. If so, when? _____
If so, what were the circumstances of its denial?

5. Why was this expenditure not included in the annual budget process?

Until the Salary Commission met, it would not have been possible to arrive at an estimate of the cost.

6. What efforts have been made to identify funds from another source within the Department to cover this expenditure? Why are no other departmental sources of funds available?

All Commissioners and the Chair are operating with extremely tight budgets because of the Measure 5 cuts.

7. Describe any new revenue that this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.

8. This request is for a (Quarterly _____, Emergency _____) review.

9. FOR EMERGENCY REQUESTS ONLY: Describe in detail on an additional sheet the costs or risks that would be incurred by waiting for the next quarterly review, in justification of the emergency nature of this request.

10. Attach any additional information or comments you feel helpful.

Signature of Department Head/Elected Official

Date

FEB 27 1992

Meeting Date: _____

Agenda No.: R-4

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Setting Fees for Dishonored Checks

BCC Informal 2/25/92 BCC Formal 2/27/92
(date) (date)

DEPARTMENT Nondepartmental DIVISION Budget Office

CONTACT Ben Buisman TELEPHONE 248-3575

PERSON(S) MAKING PRESENTATION Patty Shaw & Ben Buisman

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):

Adjusts fees charged for dishonored (NSF, account closed, etc.), checks to cover actual expenses.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER Ben Buisman

(All accompanying documents must have required signatures)

First Reading Approved Second Reading 3-5-92.

ORDINANCE FACT SHEET

Title: An Ordinance Relating to Fees for Dishonored Checks; Amending MCC 5.10 Date: Feb 1992

Brief statement of purpose of ordinance (including rationale for adoption of ordinance, a description of persons benefitted, and other alternatives explored).

Multnomah County does not uniformly and consistently attempt to recover charges and fees that result from the processing of checks returned as not payable. This ordinance establishes a consistent fee sufficient to recover costs incurred in most cases. Currently bank charges for NSF checks are \$15 (\$25 for foreign items) With an additional \$12.50 to recover internal processing costs, the fee assessed to most persons paying for County goods or services with a check subsequently dishonored will be \$27.50, comparable to what is charged by local enterprises. (Note: Our bank raised it charges by \$7.50 January 1, 1992.)

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

The Multnomah County Board of County Commissioners recently approved an ordinance establishing similar fees for the Assessment and Taxation Division.

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

Many businesses impose a cost-recovery charge on NSF check accounts.

What authority is there for Multnomah County to adopt this legislation? (State Statute. Home Rule Charter?) Are there constitutional problems?

Authority is granted under the Home Rule Charter.

Fiscal Impact Analysis

A & T estimates annual collections at \$5,000. Other County agencies could collect another \$2,000.

SIGNATURES:

Office of County Counsel

Department Head

The image shows two handwritten signatures in black ink. The first signature is a circular scribble, likely representing the Office of County Counsel. The second signature is a more fluid, cursive signature, likely representing the Department Head. Both signatures are written over horizontal lines that serve as baselines for the text.

1 BEFORE THE BOARD OF COUNTY COMMISSIONERS
2 MULTNOMAH COUNTY OREGON
3 ORDINANCE NO. _____
4

5 An ordinance amending the Multnomah County Code, Section
6 5.10, relating to fees assessed to recover the costs of
7 dishonored checks.

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

9
10 Multnomah County ordains as follows:

11
12 Section I Findings

13 Multnomah County has checks returned to various County
14 agencies as unrecoverable because of, among other reasons,
15 insufficient funds, and closed or no account. Bank charges and
16 other general fund costs incurred in handling these dishonored
17 checks are often not recovered.

18 Section II Purpose

19 The purpose of this amendment is to defray County expenses.
20 Fees assessed and recovered for costs associated with dishonored
21 checks will be returned to the general fund. The recovered value
22 of the original check will be returned to the County organization
23 or program that initially received the dishonored check.

24 Section III Amendment

25 MCC Chapter 5.10 is amended by adding the following:

26 5.10.090 Fees for recovering costs of dishonored checks.

27 (A) For any check, draft, or order of payment in money given
28 to the County by any person in payment of taxes or fees for any
29 service listed herein, which check, draft, or order of payment in
30 money is dishonored for any cause, including but not limited to
31 non-sufficient funds, closed account or no account, there shall
32 be a fee assessed in the amount of then-current charge made to
33 County by the bank from which the check was returned, plus an
34 additional \$12.50 to cover internal costs, such as extra data
35 entry, processing time, and unavailability of the revenues
36 represented by the original check.

37

38 (B) At the discretion of the Department which originally
39 accepted the dishonored check, the fee assessed may be reduced to
40 cover only the County's payment to the bank involved. The
41 accepting Department shall be responsible for the \$12.50 not
42 assessed.

43

44 (C) Said fee is collectible by the County in any lawful
45 manner, including but not limited to, filing of appropriate
46 proceedings pursuant to statute, or such other means as may be
47 legally pursued.

48

49 Section IV Adoption

50 ADOPTED this _____ day of _____, 1992,
51 being the date of its _____ reading before the Board of
52 County Commissioners of Multnomah County, Oregon.

53
54

55 (SEAL)

56
57

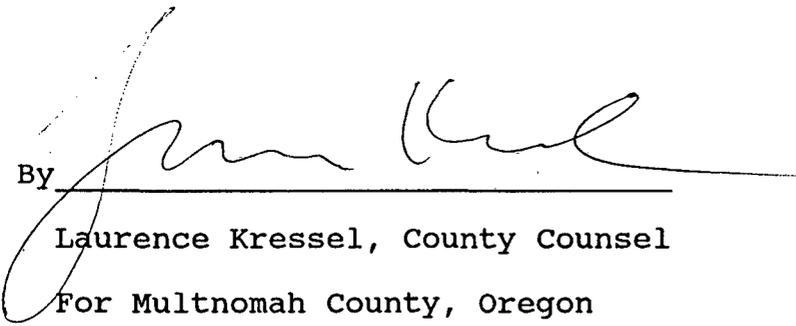
By _____

58 Gladys McCoy, Chair
59 Multnomah County, Oregon

60
61

62 REVIEWED:

63
64

65 BY  _____
66 Laurence Kressel, County Counsel
67 For Multnomah County, Oregon

68
69
70

Also see 5.10.160 (d) as amended October 3, 1991 (Agenda Item R-3).

Meeting Date: February 27, 1992

Agenda No.: R-6

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Request to schedule a Public Hearing

AGENDA REVIEW/
BOARD BRIEFING February 25, 1992 REGULAR MEETING February 27, 1992
(date) (date)

DEPARTMENT Environmental Services DIVISION Tax Title

CONTACT Larry Baxter TELEPHONE ext 3590

PERSON(S) MAKING PRESENTATION Larry Baxter

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):

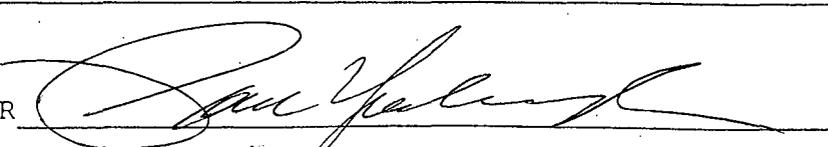
Report on request for transfer of taxforeclosed properties to the Northeast Community Development Corporation (NECDC) under the provisions of Multnomah County Ordinance #672 and a request to schedule a public hearing.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER 

(All accompanying documents must have required signatures)

*Sent Copy of Assata Order 92-32 to Larry Baxter
2-27-92.*



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND PROPERTY MANAGEMENT
TAX TITLE UNIT
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202
(503) 248-3590

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

FACSIMILE TRANSMITTAL

DATE 2/21/92
TO NAME Gwen
FIRM Chapman & Board
FAX NUMBER ~~(503)~~ 5440
CONFIRMATION NUMBER _____

Please deliver the following information, consisting of 5 pages including this cover sheet to the person named above immediately upon receipt. He/she may be contacted at the confirmation phone number above.

If you do not receive the number of pages indicated, please call us as soon as possible at (503) 248-3590 and ask for Gwen.

Our FAX number is (503) 248-5082

COMMENTS:

cc: Mike & Chair's Office

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of a Scheduling a)	
Hearing on a Request to Transfer)	
Tax foreclosed Properties to)	ORDER
NORTHEAST COMMUNITY DEVELOPMENT)	
CORPORATION, an Oregon non-profit)	
corporation)	

WHEREAS, pursuant to Ordinance 672, NORTHEAST COMMUNITY DEVELOPMENT CORPORATION, an Oregon non-profit corporation, has filed a request for transfer of the tax foreclosed property on attached "EXHIBIT A"; and

WHEREAS, in accord with the ordinance, the Tax Title Unit has reported the request to the Board at a public meeting; and

WHEREAS, based on the report, it appears that the public interest will be served by the transfer;

NOW THEREFORE, it is ORDERED that a public hearing on the request shall be held on the ^{13th} day of March 1992, at 9:30 AM, or as soon thereafter as the matter may be heard, in Room 602, Multnomah County Courthouse, 1021 SW Fourth Ave., Portland, Oregon and the Director shall publish notice of the hearing as required by Ordinance 672.

ADOPTED this _____ day of _____ 1992.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

(SIAI)

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

Gladys McCoy
Multnomah County Chair

By _____

EXHIBIT A

TAX TITLE PROPERTY AVAILABLE FOR NEHEMIAH GRANT, JANUARY 1992

ACCOUNT NUMBER	LEGAL	DESCRIPTION	MARKET	TAXES AND INTEREST	MAINTENANCE EXPENSES	TAXES INTEREST MAINTENANCE
01020-0210	ALBINA HEIGHTS	LOTS 3-5, BLOCK 2	\$10,600.00	\$7,180.20	\$319.81	\$7,500.01
03670-0350	ARLETA PARK	LOTS 47 & 50	\$14,700.00	\$7,367.17	\$477.31	\$7,844.48
03670-0750	ARLETA PARK	LOTS 104 & 105	\$1,000.00	\$5,634.00	\$304.70	\$5,938.70
03670-1380	ARLETA PARK	LOTS 108, 113 & 114	\$1,200.00	\$1,593.95	\$0.00	\$1,593.95
12690-0610	CAESAR PARK	LOT 9, BLOCK 5	\$18,800.00	\$8,373.22	\$0.00	\$8,373.22
14680-0740	CENTRAL ALBINA	LOT 7, BLOCK 6	\$2,100.00	\$3,351.42	\$0.00	\$3,351.42
14680-2950	CENTRAL ALBINA	LOT 14, BLOCK 18	\$17,300.00	\$6,082.99	\$210.49	\$6,293.48
14680-3110	CENTRAL ALBINA	LOT 13, BLOCK 19	\$18,400.00	\$6,867.83	\$0.00	\$6,867.83
14680-5410	CENTRAL ALBINA	S 1/2 OF LOT 14, BLOCK 31	\$1,000.00	\$487.44	\$0.00	\$487.44
16390-2850	CLIFFORD ADD	N 37 1/2' OF LOT 6, BLOCK 16	\$1,800.00	\$1,546.24	\$0.00	\$1,546.24
17560-0030	CONCORD HEIGHTS	LOT 3, BLOCK 1; W 20' OF LOT 4, BLOCK 1	\$400.00	\$4,562.20	\$378.70	\$4,940.90
19950-0220	DAVIS HIGHLAND	LOT 5, BLOCK 3	\$7,300.00	\$5,379.59	\$0.00	\$5,379.59
38430-0010	HIGHLAND	LOT 1, BLOCK 1	\$13,300.00	\$4,215.91	\$0.00	\$4,215.91
38430-0030	HIGHLAND	LOT 3, BLOCK 1	\$12,700.00	\$7,267.63	\$0.00	\$7,267.63
38430-0040	HIGHLAND	LOT 4, BLOCK 1	\$38,300.00	\$3,142.48	\$0.00	\$3,142.48
38430-0120	HIGHLAND	W 1/2 OF LOTS 11 & 12, BLOCK 1	\$14,000.00	\$3,834.87	\$0.00	\$3,834.87
38460-4480	HIGHLAND PARK	LOT 4, BLOCK 19	\$15,300.00	\$6,530.55	\$721.18	\$7,251.73
38490-0530	HIGHLAND PLACE	E 25' OF LOTS 5-7, BLOCK 6; EXC PT IN ST, E 25' OF LOT 8, BLOCK 6	\$600.00	\$585.80	\$0.00	\$585.80

FROM: FACILITIES MANAGEMENT

TO:

15032485440

FEB 21, 1992 9:31AM #230 P.03

EXHIBIT A

TAX TITLE PROPERTY AVAILABLE FOR NEHEMIAH GRANT, JANUARY 1992

ACCOUNT NUMBER	LEGAL	DESCRIPTION	MARKET	TAXES AND INTEREST	MAINTENANCE EXPENSES	TAXES INTEREST MAINTENANCE
49710-3670	LINCOLN PARK	LOT 15, BLOCK 22	\$1,100.00	\$1,632.05	\$0.00	\$1,632.05
49730-0260	LINCOLN PARK ANNEX	W 33 1/3' OF LOT 7, BLOCK 2	\$8,800.00	\$3,110.48	\$155.11	\$3,265.59
49730-1490	LINCOLN PARK ANNEX	LOT 2, BLOCK 11	\$13,400.00	\$4,394.28	\$0.00	\$4,394.28
52670-0030	MAEGLY HIGHLAND	LOT 2, BLOCK 1	\$7,300.00	\$5,447.23	\$0.00	\$5,447.23
52670-4730	MAEGLY HIGHLAND	LOT 6, BLOCK 12	\$900.00	\$3,629.92	\$175.20	\$3,805.12
59190-1440	MULTNOMAH	EXC PT IN HWY, LOT 2, BLOCK 10	\$7,000.00	\$4,748.21	\$146.74	\$4,894.95
59190-2360	MULTNOMAH	LOT 10, BLOCK 15	\$2,200.00	\$1,695.71	\$1,285.75	\$2,981.46
61050-3550	ALBINA HOMESTEAD	W 1/2 OF LOTS 7 & 8, BLOCK 16	\$12,700.00	\$6,803.93	\$0.00	\$6,803.93
61150-0510	NORTH IRVINGTON	LOT 9, BLOCK 1	\$1,100.00	\$3,597.77	\$446.55	\$4,044.32
61150-0950	NORTH IRVINGTON	LOT 5, BLOCK 4	\$1,100.00	\$2,118.10	\$0.00	\$2,118.10
61150-1390	NORTH IRVINGTON	W 50' OF LOT 9, BLOCK 6	\$1,300.00	\$3,563.10	\$0.00	\$3,563.10
61150-3890	NORTH IRVINGTON	LOT 1, BLOCK 25	\$12,800.00	\$5,257.01	\$0.00	\$5,257.01
61150-4020	NORTH IRVINGTON	LOT 5, BLOCK 25	\$10,600.00	\$3,093.80	\$2,166.82	\$5,260.62
72500-0440	ROSELAWN	LOT 6, BLOCK 3	\$1,500.00	\$7,216.81	\$227.20	\$7,444.01
72500-0630	ROSELAWN	LOTS 7 & 8, BLOCK 4	\$600.00	\$1,352.37	\$830.00	\$2,182.37
72500-0650	ROSELAWN	LOT 9, BLOCK 4; EXC PT IN ST, LOT 10, BLOCK 4	\$400.00	\$1,229.72	\$240.25	\$1,469.97
72500-1000	ROSELAWN	LOT 14, BLOCK 7	\$15,600.00	\$6,133.61	\$0.00	\$6,133.61
72530-0360	ROSELAWN ANNEX	E 1/2 OF LOT 38, BLOCK 1; LOTS 39 & 40, BLOCK 1	\$13,600.00	\$5,407.12	\$585.27	\$5,992.39

FROM: FACILITIES MANAGEMENT

TO:

15032485440

FEB 21, 1992 9:32AM #230

P.04

EXHIBIT A

TAX TITLE PROPERTY AVAILABLE FOR NEHEMIAH GRANT, JANUARY 1992

ACCOUNT NUMBER	LEGAL	DESCRIPTION	MARKET	TAXES AND INTEREST	MAINTENANCE EXPENSES	TAXES INTEREST MAINTENANCE
75420-0070	SERENE PARK	LOTS 7 & 8, BLOCK 1	\$1,600.00	\$896.49	\$592.77	\$1,489.26
86070-0260	VERNON	LOT 14, BLOCK 2	\$1,400.00	\$1,765.13	\$0.00	\$1,765.13
86070-3900	VERNON	LOT 8, BLOCK 20	\$1,800.00	\$1,874.02	\$0.00	\$1,874.02
86070-4030	VERNON	LOT 5, BLOCK 21	\$1,800.00	\$3,326.42	\$0.00	\$3,326.42
86070-5100	VERNON	LOTS 5 & 6, BLOCK 28	\$4,000.00	\$3,368.66	\$0.00	\$3,368.66
86070-7690	VERNON	LOT 12, BLOCK 42	\$6,700.00	\$6,591.85	\$1,744.91	\$8,336.76
87730-1020	WALNUT PARK	LOT 4, BLOCK 5	\$27,300.00	\$7,545.86	\$0.00	\$7,545.86
94127-0580	SEC 27, IN 1E	TL #58 0.05 AC	\$2,000.00	\$1,496.55	\$0.00	\$1,496.55
=====	=====	=====	=====	=====	=====	=====
Total:			\$347,400.00	\$181,299.69	\$11,008.76	\$192,308.45
Count:	44					

FROM: FACILITIES MANAGEMENT TO: 15032485440 FEB 21, 1992 9:32AM #230 P.05

DATE SUBMITTED _____

(For Clerk's Meeting Date **FEB 27 1992**
Agenda No. R-6)

REQUEST FOR PLACEMENT ON THE AGENDA

SUBJECT: REPORT OF ON REQUEST FOR TRANSFER OF TAX FORECLOSED PROPERTIES
TO NORTHEAST COMMUNITY DEVELOPMENT CORPORATION UNDER THE PROVISIONS OF MULTNOMAH
COUNTY ORDINANCE 672 AND REQUEST TO SCHEDULE A PUBLIC HEARING

Informal Only* _____ (Date) Formal Only _____ (Date)

DEPARTMENT ENVIRONMENTAL SERVICES DIVISION FACILITIES & PROPERTY MANAGEMENT

CONTACT Larry Baxter TELEPHONE 248-3590

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

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

The Northeast Community Development Corporation has requested transfer of the properties on attached Exhibit A. This request is being reported to the Board as provided by Ordinance 672 with a recommendation that a public hearing be set to consider the transfer on March 6, 1992.

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 30 MINUTES

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

General Fund

Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: 

BUDGET/PERSONNEL: _____

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of a Scheduling a)
Hearing on a Request to Transfer)
Tax Foreclosed Properties to)
NORTHEAST COMMUNITY DEVELOPMENT)
CORPORATION, an Oregon non-profit)
corporation)

ORDER 92-32

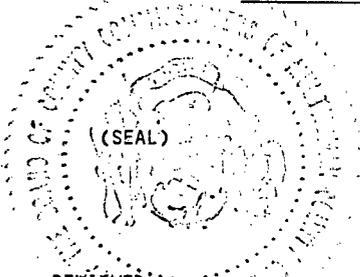
WHEREAS, pursuant to Ordinance 672, NORTHEAST COMMUNITY DEVELOPMENT CORPORATION, an Oregon non-profit corporation, has filed a request for transfer of the tax foreclosed property on attached "EXHIBIT A"; and

WHEREAS, in accord with the ordinance, the Tax Title Unit has reported the request to the Board at a public meeting; and

WHEREAS, based on the report, it appears that the public interest will be served by the transfer;

NOW THEREFORE, it is ORDERED that a public hearing on the request shall be held on the 12th day of March 1992, at 9:30 AM, or as soon thereafter as the matter may be heard, in Room 602, Multnomah County Courthouse, 1021 SW Fourth Ave., Portland, Oregon and the Director shall publish notice of the hearing as required by Ordinance 672.

ADOPTED this 27th day of February 1992.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Gladys McCoy
Gladys McCoy
Multnomah County Chair

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

By *John D. Boy*

EXHIBIT A

TAX TITLE PROPERTY AVAILABLE FOR NEHEMIAH GRANT, JANUARY 1992

ACCOUNT NUMBER	LEGAL	DESCRIPTION	MARKET	TAXES AND INTEREST	MAINTENANCE EXPENSES	TAXES INTEREST MAINTENANCE
01020-0210	ALBINA HEIGHTS	LOTS 3-5, BLOCK 2	\$10,600.00	\$7,180.20	\$319.81	\$7,500.01
03670-0350	ARLETA PARK	LOTS 47 & 50	\$14,700.00	\$7,367.17	\$477.31	\$7,844.48
03670-0750	ARLETA PARK	LOTS 104 & 105	\$1,000.00	\$5,634.00	\$304.70	\$5,938.70
03670-1380	ARLETA PARK	LOTS 108, 113 & 114	\$1,200.00	\$1,593.95	\$0.00	\$1,593.95
12690-0610	CAESAR PARK	LOT 9, BLOCK 5	\$18,800.00	\$8,373.22	\$0.00	\$8,373.22
14680-0740	CENTRAL ALBINA	LOT 7, BLOCK 6	\$2,100.00	\$3,351.42	\$0.00	\$3,351.42
14680-2950	CENTRAL ALBINA	LOT 14, BLOCK 18	\$17,300.00	\$6,082.99	\$210.49	\$6,293.48
14680-3110	CENTRAL ALBINA	LOT 13, BLOCK 19	\$18,400.00	\$6,867.83	\$0.00	\$6,867.83
14680-5410	CENTRAL ALBINA	S 1/2 OF LOT 14, BLOCK 31	\$1,000.00	\$487.44	\$0.00	\$487.44
16390-2490	CLIFFORD ADD	LOT 3, BLOCK 14	\$17,400.00	\$7,078.40	\$0.00	\$7,078.40
16390-2890	CLIFFORD ADD	N 37 1/2' OF LOT 6, BLOCK 16	\$1,800.00	\$1,546.24	\$0.00	\$1,546.24
17560-0030	CONCORD HEIGHTS	LOT 3, BLOCK 1; W 20' OF LOT 4, BLOCK 1	\$400.00	\$4,562.20	\$378.70	\$4,940.90
19950-0220	DAVIS HIGHLAND	LOT 5, BLOCK 3	\$7,300.00	\$5,379.59	\$0.00	\$5,379.59
38430-0010	HIGHLAND	LOT 1, BLOCK 1	\$13,300.00	\$4,215.91	\$0.00	\$4,215.91
38430-0030	HIGHLAND	LOT 3, BLOCK 1	\$12,700.00	\$7,267.63	\$0.00	\$7,267.63
38430-0040	HIGHLAND	LOT 4, BLOCK 1	\$38,300.00	\$3,142.48	\$0.00	\$3,142.48
38430-0120	HIGHLAND	W 1/2 OF LOTS 11 & 12, BLOCK 1	\$14,000.00	\$3,834.87	\$0.00	\$3,834.87
38460-4480	HIGHLAND PARK	LOT 4, BLOCK 19	\$15,300.00	\$6,530.55	\$721.18	\$7,251.73
38490-0530	HIGHLAND PLACE	E 25' OF LOTS 5-7, BLOCK 6;	\$600.00	\$585.80	\$0.00	\$585.80

TAX TITLE PROPERTY AVAILABLE FOR NEHEMIAH GRANT, JANUARY 1992

ACCOUNT NUMBER	LEGAL	DESCRIPTION	MARKET	TAXES AND INTEREST	MAINTENANCE EXPENSES	TAXES INTEREST MAINTENANCE
		EXC PT IN ST, E 25' OF LOT 8, BLOCK 6				
49710-3670	LINCOLN PARK	LOT 15, BLOCK 22	\$1,100.00	\$1,632.05	\$0.00	\$1,632.05
49730-0260	LINCOLN PARK ANNEX	W 33 1/3' OF LOT 7, BLOCK 2	\$8,800.00	\$3,110.48	\$155.11	\$3,265.59
49730-1490	LINCOLN PARK ANNEX	LOT 2, BLOCK 11	\$13,400.00	\$4,394.28	\$0.00	\$4,394.28
52670-0030	MAEGLY HIGHLAND	LOT 2, BLOCK 1	\$7,300.00	\$5,447.23	\$0.00	\$5,447.23
52670-4730	MAEGLY HIGHLAND	LOT 6, BLOCK 12	\$900.00	\$3,629.92	\$175.20	\$3,805.12
59190-1440	MULTNOMAH	EXC PT IN HWY, LOT 2, BLOCK 10	\$7,000.00	\$4,748.21	\$146.74	\$4,894.95
59190-2360	MULTNOMAH	LOT 10, BLOCK 15	\$2,200.00	\$1,695.71	\$1,285.75	\$2,981.46
61050-3550	ALBINA HOMESTEAD	W 1/2 OF LOTS 7 & 8, BLOCK 16	\$12,700.00	\$6,803.93	\$0.00	\$6,803.93
61150-0510	NORTH IRVINGTON	LOT 9, BLOCK 1	\$1,100.00	\$3,597.77	\$446.55	\$4,044.32
61150-0950	NORTH IRVINGTON	LOT 5, BLOCK 4	\$1,100.00	\$2,118.10	\$0.00	\$2,118.10
61150-1390	NORTH IRVINGTON	W 50' OF LOT 9, BLOCK 6	\$1,300.00	\$3,563.10	\$0.00	\$3,563.10
61150-3890	NORTH IRVINGTON	LOT 1, BLOCK 25	\$12,800.00	\$5,257.01	\$0.00	\$5,257.01
61150-4020	NORTH IRVINGTON	LOT 5, BLOCK 25	\$10,600.00	\$3,093.80	\$2,166.82	\$5,260.62
72500-0440	ROSELAWN	LOT 6, BLOCK 3	\$1,500.00	\$7,216.81	\$227.20	\$7,444.01
72500-0630	ROSELAWN	LOTS 7 & 8, BLOCK 4	\$600.00	\$1,352.37	\$830.00	\$2,182.37
72500-0650	ROSELAWN	LOT 9, BLOCK 4; EXC PT IN ST, LOT 10, BLOCK 4	\$400.00	\$1,229.72	\$240.25	\$1,469.97
72500-1000	ROSELAWN	LOT 14, BLOCK 7	\$15,600.00	\$6,133.61	\$0.00	\$6,133.61

TAX TITLE PROPERTY AVAILABLE FOR NEHEMIAH GRANT, JANUARY 1992

ACCOUNT NUMBER	LEGAL	DESCRIPTION	MARKET	TAXES AND INTEREST	MAINTENANCE EXPENSES	TAXES INTEREST MAINTENANCE
72530-0360	ROSELAWN ANNEX	E 1/2 OF LOT 38, BLOCK 1; LOTS 39 & 40, BLOCK 1	\$13,600.00	\$5,407.12	\$585.27	\$5,992.39
75420-0070	SERENE PARK	LOTS 7 & 8, BLOCK 1	\$1,600.00	\$896.49	\$592.77	\$1,489.26
86070-0260	VERNON	LOT 14, BLOCK 2	\$1,400.00	\$1,765.13	\$0.00	\$1,765.13
86070-3900	VERNON	LOT 8, BLOCK 20	\$1,800.00	\$1,874.02	\$0.00	\$1,874.02
86070-4030	VERNON	LOT 5, BLOCK 21	\$1,800.00	\$3,326.42	\$0.00	\$3,326.42
86070-5100	VERNON	LOTS 5 & 6, BLOCK 28	\$4,000.00	\$3,368.66	\$0.00	\$3,368.66
86070-6090	VERNON	LOT 6, BLOCK 34	\$30,900.00	\$9,469.31	\$0.00	\$9,469.31
86070-7690	VERNON	LOT 12, BLOCK 42	\$6,700.00	\$6,591.85	\$1,744.91	\$8,336.76
87730-1020	WALNUT PARK	LOT 4, BLOCK 5	\$27,300.00	\$7,545.86	\$0.00	\$7,545.86
94127-0580	SEC 27, 1N 1E	TL #58 0.05 AC	\$2,000.00	\$1,496.55	\$0.00	\$1,496.55
=====	=====	=====	=====	=====	=====	=====
Total:			\$395,700.00	\$197,847.40	\$11,008.76	\$208,856.16
Count:	46					

EXHIBIT A

ALBINA HEIGHTS LOTS 3-5, BLOCK 2
COMMONLY KNOWN AS 4936 NE 10TH AVE
TAXES OWED WHEN DEEDED TO COUNTY: \$7,180.20
COSTS INCURRED IN MANAGING PROPERTY: \$319.81
MARKET VALUE, 1991/92 TAX ROLL: \$10,600.00

ARLETA PARK LOTS 47 & 50
COMMONLY KNOWN AS 724 NE SUMNER ST
TAXES OWED WHEN DEEDED TO COUNTY: \$7,367.17
COSTS INCURRED IN MANAGING PROPERTY: \$477.31
MARKET VALUE, 1991/92 TAX ROLL: \$14,700.00

ARLETA PARK LOTS 104 & 105
COMMONLY KNOWN AS FORMER 525 NE SUMNER ST
TAXES OWED WHEN DEEDED TO COUNTY: \$5,634.00
COSTS INCURRED IN MANAGING PROPERTY: \$304.70
MARKET VALUE, 1991/92 TAX ROLL: \$1,000.00

ARLETA PARK LOTS 108, 113 & 114
COMMONLY KNOWN AS FORMER 511 NE WEBSTER ST
TAXES OWED WHEN DEEDED TO COUNTY: \$1,593.95
COSTS INCURRED IN MANAGING PROPERTY: \$0.00
MARKET VALUE, 1991/92 TAX ROLL: \$1,200.00

CAESAR PARK LOT 9, BLOCK 5
COMMONLY KNOWN AS FORMER 5322 NE 13TH AVE
TAXES OWED WHEN DEEDED TO COUNTY: \$8,373.22
COSTS INCURRED IN MANAGING PROPERTY: \$0.00
MARKET VALUE, 1991/92 TAX ROLL: \$18,800.00

CENTRAL ALBINA LOT 7, BLOCK 6
COMMONLY KNOWN AS 725 N SKIDMORE ST
TAXES OWED WHEN DEEDED TO COUNTY: \$3,351.42
COSTS INCURRED IN MANAGING PROPERTY: \$0.00
MARKET VALUE, 1991/92 TAX ROLL: \$2,100.00

CENTRAL ALBINA LOT 14, BLOCK 18
COMMONLY KNOWN AS 4056 N ALBINA AVE
TAXES OWED WHEN DEEDED TO COUNTY: \$6,082.99
COSTS INCURRED IN MANAGING PROPERTY: \$210.49
MARKET VALUE, 1991/92 TAX ROLL: \$17,300.00

CENTRAL ALBINA LOT 13, BLOCK 19
COMMONLY KNOWN AS 3946 N ALBINA AVE
TAXES OWED WHEN DEEDED TO COUNTY: \$6,867.83
COSTS INCURRED IN MANAGING PROPERTY: \$0.00
MARKET VALUE, 1991/92 TAX ROLL: \$18,400.00

CENTRAL ALBINA S 1/2 OF LOT 14, BLOCK 31
COMMONLY KNOWN AS 3600 N ALBINA AVE
TAXES OWED WHEN DEEDED TO COUNTY: \$487.44
COSTS INCURRED IN MANAGING PROPERTY: \$0.00
MARKET VALUE, 1991/92 TAX ROLL: \$1,000.00

~~CLIFFORD ADD LOT 3, BLOCK 14
COMMONLY KNOWN AS 4722 N BORTHWICK AV
TAXES OWED WHEN DEEDED TO COUNTY: \$7,078.40
COSTS INCURRED IN MANAGING PROPERTY: \$0.00
MARKET VALUE, 1991/92 TAX ROLL: \$17,400.00~~

*Removed from
list.*

CLIFFORD ADD N 37 1/2' OF LOT 6, BLOCK 16
COMMONLY KNOWN AS BETWEEN 4519 AND 4537 N KERBY
TAXES OWED WHEN DEEDED TO COUNTY: \$1,546.24
COSTS INCURRED IN MANAGING PROPERTY: \$0.00
MARKET VALUE, 1991/92 TAX ROLL: \$1,800.00

CONCORD HEIGHTS LOT 3, BLOCK 1; W 20' OF LOT 4, BLOCK 1
COMMONLY KNOWN AS FORMER 1126 NE EMERSON
TAXES OWED WHEN DEEDED TO COUNTY: \$4,562.20
COSTS INCURRED IN MANAGING PROPERTY: \$378.70
MARKET VALUE, 1991/92 TAX ROLL: \$400.00

DAVIS HIGHLAND LOT 5, BLOCK 3
COMMONLY KNOWN AS 4839 NE GRAND AVE
TAXES OWED WHEN DEEDED TO COUNTY: \$5,379.59
COSTS INCURRED IN MANAGING PROPERTY: \$0.00
MARKET VALUE, 1991/92 TAX ROLL: \$7,300.00

HIGHLAND LOT 1, BLOCK 1
COMMONLY KNOWN AS ADJ 4704 NE MARTIN LUTHER KING JR BLVD
TAXES OWED WHEN DEEDED TO COUNTY: \$4,215.91
COSTS INCURRED IN MANAGING PROPERTY: \$0.00
MARKET VALUE, 1991/92 TAX ROLL: \$13,300.00

HIGHLAND LOT 3, BLOCK 1
COMMONLY KNOWN AS 4704 NE MARTIN LUTHER KING JR BLVD
TAXES OWED WHEN DEEDED TO COUNTY: \$7,267.63
COSTS INCURRED IN MANAGING PROPERTY: \$0.00
MARKET VALUE, 1991/92 TAX ROLL: \$12,700.00

HIGHLAND LOT 4, BLOCK 1
COMMONLY KNOWN AS 4622 NE MARTIN LUTHER KING JR BLVD
TAXES OWED WHEN DEEDED TO COUNTY: \$3,142.48
COSTS INCURRED IN MANAGING PROPERTY: \$0.00
MARKET VALUE, 1991/92 TAX ROLL: \$38,300.00

HIGHLAND W 1/2 OF LOTS 11 & 12, BLOCK 1
COMMONLY KNOWN AS 424 NE WYGANT ST
TAXES OWED WHEN DEEDED TO COUNTY: \$3,834.87
COSTS INCURRED IN MANAGING PROPERTY: \$0.00
MARKET VALUE, 1991/92 TAX ROLL: \$14,000.00

HIGHLAND PARK LOT 4, BLOCK 19
COMMONLY KNOWN AS 5723 NE 13TH AVE
TAXES OWED WHEN DEEDED TO COUNTY: \$6,530.55
COSTS INCURRED IN MANAGING PROPERTY: \$721.18
MARKET VALUE, 1991/92 TAX ROLL: \$15,300.00

HIGHLAND PLACE E 25' OF LOTS 5-7, BLOCK 6; EXC PT IN ST, E 25' OF LOT 8, BLOCK 6
COMMONLY KNOWN AS EAST OF 306 NE GOING ST
TAXES OWED WHEN DEEDED TO COUNTY: \$585.80
COSTS INCURRED IN MANAGING PROPERTY: \$0.00
MARKET VALUE, 1991/92 TAX ROLL: \$600.00

LINCOLN PARK LOT 15, BLOCK 22
COMMONLY KNOWN AS BETWEEN 3613 AND 3637 NE GRAND AVE
TAXES OWED WHEN DEEDED TO COUNTY: \$1,632.05
COSTS INCURRED IN MANAGING PROPERTY: \$0.00
MARKET VALUE, 1991/92 TAX ROLL: \$1,100.00

LINCOLN PARK ANNEX W 33 1/3' OF LOT 7, BLOCK 2
COMMONLY KNOWN AS 523 NE SKIDMORE ST
TAXES OWED WHEN DEEDED TO COUNTY: \$3,110.48
COSTS INCURRED IN MANAGING PROPERTY: \$155.11
MARKET VALUE, 1991/92 TAX ROLL: \$8,800.00

LINCOLN PARK ANNEX LOT 2, BLOCK 11
COMMONLY KNOWN AS 4224 NE 7TH AVE
TAXES OWED WHEN DEEDED TO COUNTY: \$4,394.28
COSTS INCURRED IN MANAGING PROPERTY: \$0.00
MARKET VALUE, 1991/92 TAX ROLL: \$13,400.00

MAEGLY HIGHLAND LOT 2, BLOCK 1
COMMONLY KNOWN AS 4929 NE CLEVELAND AVE
TAXES OWED WHEN DEEDED TO COUNTY: \$5,447.23
COSTS INCURRED IN MANAGING PROPERTY: \$0.00
MARKET VALUE, 1991/92 TAX ROLL: \$7,300.00

MAEGLY HIGHLAND LOT 6, BLOCK 12
COMMONLY KNOWN AS FORMER 4503 NE RODNEY AVE
TAXES OWED WHEN DEEDED TO COUNTY: \$3,629.92
COSTS INCURRED IN MANAGING PROPERTY: \$175.20
MARKET VALUE, 1991/92 TAX ROLL: \$900.00

MULTNOMAH EXC PT IN HWY, LOT 2, BLOCK 10
COMMONLY KNOWN AS 1024 N SKIDMORE ST
TAXES OWED WHEN DEEDED TO COUNTY: \$4,748.21
COSTS INCURRED IN MANAGING PROPERTY: \$146.74
MARKET VALUE, 1991/92 TAX ROLL: \$7,000.00

MULTNOMAH LOT 10, BLOCK 15
COMMONLY KNOWN AS BETWEEN 4026 AND 4044 N MISSOURI
TAXES OWED WHEN DEEDED TO COUNTY: \$1,695.71
COSTS INCURRED IN MANAGING PROPERTY: \$1,285.75
MARKET VALUE, 1991/92 TAX ROLL: \$2,200.00

ALBINA HOMESTEAD W 1/2 OF LOTS 7 & 8, BLOCK 16
COMMONLY KNOWN AS 77 NE MASON ST
TAXES OWED WHEN DEEDED TO COUNTY: \$6,803.93
COSTS INCURRED IN MANAGING PROPERTY: \$0.00
MARKET VALUE, 1991/92 TAX ROLL: \$12,700.00

NORTH IRVINGTON LOT 9, BLOCK 1
COMMONLY KNOWN AS FORMER 3903 NE GRAND AVE
TAXES OWED WHEN DEEDED TO COUNTY: \$3,597.77
COSTS INCURRED IN MANAGING PROPERTY: \$446.55
MARKET VALUE, 1991/92 TAX ROLL: \$1,100.00

NORTH IRVINGTON LOT 5, BLOCK 4
COMMONLY KNOWN AS FORMER 3934 NE 7TH AVE
TAXES OWED WHEN DEEDED TO COUNTY: \$2,118.10
COSTS INCURRED IN MANAGING PROPERTY: \$0.00
MARKET VALUE, 1991/92 TAX ROLL: \$1,100.00

NORTH IRVINGTON W 50' OF LOT 9, BLOCK 6
COMMONLY KNOWN AS FORMER 923 NE FAILING ST
TAXES OWED WHEN DEEDED TO COUNTY: \$3,563.10
COSTS INCURRED IN MANAGING PROPERTY: \$0.00
MARKET VALUE, 1991/92 TAX ROLL: \$1,300.00

EXHIBIT A

NORTH IRVINGTON LOT 1, BLOCK 25
COMMONLY KNOWN AS 1112 NE PRESCOTT ST
TAXES OWED WHEN DEEDED TO COUNTY: \$5,257.01
COSTS INCURRED IN MANAGING PROPERTY: \$0.00
MARKET VALUE, 1991/92 TAX ROLL: \$12,800.00

NORTH IRVINGTON LOT 5, BLOCK 25
COMMONLY KNOWN AS 1144 NE PRESCOTT
TAXES OWED WHEN DEEDED TO COUNTY: \$3,093.80
COSTS INCURRED IN MANAGING PROPERTY: \$2,166.82
MARKET VALUE, 1991/92 TAX ROLL: \$10,600.00

ROSELAWN LOT 6, BLOCK 3
COMMONLY KNOWN AS 822 NE EMERSON ST
TAXES OWED WHEN DEEDED TO COUNTY: \$7,216.81
COSTS INCURRED IN MANAGING PROPERTY: \$227.20
MARKET VALUE, 1991/92 TAX ROLL: \$1,500.00

ROSELAWN LOTS 7 & 8, BLOCK 4
COMMONLY KNOWN AS E/845 NE ROSELAWN ST
TAXES OWED WHEN DEEDED TO COUNTY: \$1,352.37
COSTS INCURRED IN MANAGING PROPERTY: \$830.00
MARKET VALUE, 1991/92 TAX ROLL: \$600.00

ROSELAWN LOT 9, BLOCK 4; EXC PT IN ST, LOT 10, BLOCK 4
COMMONLY KNOWN AS FORMER 877 NE ROSELAWN ST
TAXES OWED WHEN DEEDED TO COUNTY: \$1,229.72
COSTS INCURRED IN MANAGING PROPERTY: \$240.25
MARKET VALUE, 1991/92 TAX ROLL: \$400.00

ROSELAWN LOT 14, BLOCK 7
COMMONLY KNOWN AS 622 NE ROSELAWN
TAXES OWED WHEN DEEDED TO COUNTY: \$6,133.61
COSTS INCURRED IN MANAGING PROPERTY: \$0.00
MARKET VALUE, 1991/92 TAX ROLL: \$15,600.00

ROSELAWN ANNEX E 1/2 OF LOT 38, BLOCK 1; LOTS 39 & 40, BLOCK 1
COMMONLY KNOWN AS 1017 NE ROSELAWN ST
TAXES OWED WHEN DEEDED TO COUNTY: \$5,407.12
COSTS INCURRED IN MANAGING PROPERTY: \$585.27
MARKET VALUE, 1991/92 TAX ROLL: \$13,600.00

SERENE PARK LOTS 7 & 8, BLOCK 1
COMMONLY KNOWN AS WEST OF 1239 NE SUMNER ST
TAXES OWED WHEN DEEDED TO COUNTY: \$896.49
COSTS INCURRED IN MANAGING PROPERTY: \$592.77
MARKET VALUE, 1991/92 TAX ROLL: \$1,600.00

VERNON LOT 14, BLOCK 2
COMMONLY KNOWN AS BETWEEN 5311 AND 5321 NE 15TH AVE
TAXES OWED WHEN DEEDED TO COUNTY: \$1,765.13
COSTS INCURRED IN MANAGING PROPERTY: \$0.00
MARKET VALUE, 1991/92 TAX ROLL: \$1,400.00

VERNON LOT 8, BLOCK 20
COMMONLY KNOWN AS FORMER 5204 NE 15TH AVE
TAXES OWED WHEN DEEDED TO COUNTY: \$1,874.02
COSTS INCURRED IN MANAGING PROPERTY: \$0.00
MARKET VALUE, 1991/92 TAX ROLL: \$1,800.00

VERNON LOT 5, BLOCK 21
COMMONLY KNOWN AS FORMER 5236 NE 14TH PL
TAXES OWED WHEN DEEDED TO COUNTY: \$3,326.42
COSTS INCURRED IN MANAGING PROPERTY: \$0.00
MARKET VALUE, 1991/92 TAX ROLL: \$1,800.00

VERNON LOTS 5 & 6, BLOCK 28
COMMONLY KNOWN AS FORMER 5020-5026 NE 18TH AVE
TAXES OWED WHEN DEEDED TO COUNTY: \$3,368.66
COSTS INCURRED IN MANAGING PROPERTY: \$0.00
MARKET VALUE, 1991/92 TAX ROLL: \$4,000.00

~~VERNON LOT 6, BLOCK 34
COMMONLY KNOWN AS 4834 NE 23RD AVE
TAXES OWED WHEN DEEDED TO COUNTY: \$9,469.31
COSTS INCURRED IN MANAGING PROPERTY: \$0.00
MARKET VALUE, 1991/92 TAX ROLL: \$30,900.00~~

*Removed
from list.*

VERNON LOT 12, BLOCK 42
COMMONLY KNOWN AS FORMER 4825 NE 16TH
TAXES OWED WHEN DEEDED TO COUNTY: \$6,591.85
COSTS INCURRED IN MANAGING PROPERTY: \$1,744.91
MARKET VALUE, 1991/92 TAX ROLL: \$6,700.00

WALNUT PARK LOT 4, BLOCK 5
COMMONLY KNOWN AS 5334 N WILLIAMS AVE
TAXES OWED WHEN DEEDED TO COUNTY: \$7,545.86
COSTS INCURRED IN MANAGING PROPERTY: \$0.00
MARKET VALUE, 1991/92 TAX ROLL: \$27,300.00

SEC 27, 1N 1E TL #58 0.05 AC
COMMONLY KNOWN AS FORMER 3430 COMMERCIAL AVE
TAXES OWED WHEN DEEDED TO COUNTY: \$1,496.55
COSTS INCURRED IN MANAGING PROPERTY: \$0.00
MARKET VALUE, 1991/92 TAX ROLL: \$2,000.00