

BOARD OF COUNTY COMMISSIONERS
FORMAL BOARD MEETING
RESULTS

MEETING DATE: 9-9-93

Agenda Item #	Motion	Second	APP/NOT APP
<u>C-1 to</u>	<u>SK</u>	<u>GH</u>	<u>APP</u>
<u>C-3</u>	<u>S</u>	<u>S</u>	<u>S</u>
<u>R-1</u>	<u>DS</u>	<u>SK</u>	<u>APP</u>
<u>R-2</u>	<u>SK</u>	<u>TC</u>	<u>APP</u>
<u>R-3</u>	<u>DS</u>	<u>SK</u>	<u>APP</u>
* Motion to Sub. Resolution			
<u>R-4</u>	<u>DS</u>	<u>SK</u>	<u>APP</u>
<u>R-5</u>	<u>DS</u>	<u>TC</u>	<u>APP</u>
<u>R-6</u>	<u>TC</u>	<u>GH</u>	<u>APP</u>
<u>R-7</u>	<u>TC</u>	<u>GH</u>	<u>APP</u>
<u>R-8</u>	<u>GH</u>	<u>SK</u>	<u>APP</u>
First Reading - 2nd Reading 9-16-93			
<u>R-9</u>	<u>GH</u>	<u>SK</u>	<u>APP</u>
Public Comment			
<u>R-10</u>			



MULTNOMAH COUNTY OREGON

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

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

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

SEPTEMBER 6 - 10, 1993

Monday, September 6, 1993 - HOLIDAY - OFFICES CLOSED

Tuesday, September 7, 1993 - 10:00 AM - Board Briefings. . .Page 2

Thursday, September 9, 1993 - 9:30 AM - Regular Meeting. . .Page 2

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

Thursday, 10:00 PM, Channel 11 for East and West side subscribers

Thursday, 10:00 PM, Channel 49 for Columbia Cable (Vancouver) subscribers

Friday, 6:00 PM, Channel 22 for Paragon Cable (Multnomah East) subscribers

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

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

Tuesday, September 7, 1993 - 10:00 AM

Multnomah County Courthouse, Room 602

BOARD BRIEFINGS

- B-1 Post Legislative Session Public Safety Update Concerning the Community Corrections Plan and the Court Security Bill, and Budget Implications. Presented by Michael Schrunk, Robert Skipper and Tamara Holden. 10:00 AM TIME CERTAIN, ONE HOUR REQUESTED.
- B-2 Hispanic Video and Overview of the Aging Services Division Multi-Ethnic Program. Presented by Gary Nakao and Jim McConnell. 11:00 AM TIME CERTAIN, 30 MINUTES REQUESTED.

Thursday, September 9, 1993 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

NON-DEPARTMENTAL

- AAH
C-1 In the Matter of the Appointments of Kathleen Bogan, Joe H. Lane and Charu Manchanda, to the METROPOLITAN HUMAN RIGHTS COMMISSION

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-2 ORDER in the Matter of Contract 15759 for the Sale of Certain Real Property to Albina Ministerial Alliance 93-305

DEPARTMENT OF HEALTH

- C-3 Ratification of Amendment #1 to Intergovernmental Agreement Contract 200724, Between Multnomah County and the Oregon Health Division, Reflecting Increased Revenues to Various Programs for Fiscal Year 1993-94

REGULAR AGENDA

NON-DEPARTMENTAL

- AAH
R-1 PROCLAMATION in the Matter of Proclaiming September 9, 1993 as BLACK UNITED FUND OF OREGON DAY in Multnomah County, Oregon 93-306
- AAH
R-2 Budget Modification NOND #2 Requesting Authorization to Change the Indirect Cost Rate for Non-Departmental from 3.55% to 1.92%, as Specified in the Indirect Cost Rate Agreement

DEPARTMENT OF LIBRARY SERVICES

App R-3 Request for Approval of a Notice of Intent to File a \$135,000 Grant Application with the Meyer Memorial Trust, to Fund a Director of Entrepreneurial Activities for the Multnomah County Library for Two Years

Motion to Substitute Resolution R-4 RESOLUTION in the Matter of Creating the Library Enterprise Fund and Establishing Guidelines for Receipts and Disbursements *App* 93-307

DEPARTMENT OF SOCIAL SERVICES

App R-5 Request for Approval of a Notice of Intent to File a \$100,000 Grant Application from the Department of Health and Human Services, Administration on Aging, to Fund a Two Year Program to Develop and Implement a Supportive Services in Federally Assisted Housing Demonstration Project

DEPARTMENT OF ENVIRONMENTAL SERVICES

App R-6 Budget Modification DES #2 Requesting Authorization to Reorganize the Animal Control Division's Shelter Services Program, Reflecting No Increase in the Program's Total Adopted Personnel Budget

App R-7 Budget Modification DES #3 Requesting Authorization to Adjust Expenditures and Revenue for the Tax Title Program (Retroactive to August 16, 1993)

App R-8 Request for Approval in the Matter of a Land Transfer Agreement Among James River Paper Company, Multnomah County Park Services Division, and the Oregon State Marine Board to Formally Transfer Tax Lot 29 (Chinook Landing Marine Park) to Multnomah County

R-9 First Reading of a Proposed ORDINANCE Amending Multnomah County Code Chapter 9.30 [Increasing Plumbing Permit Fees to be Consistent with Fees Adopted by the City of Portland]

Full copies of this Ordin. are avail / 2nd Reading 9-16-93

PUBLIC COMMENT

R-10 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.

MEETING DATE: September 2, 1993

AGENDA NO: RA

SEP 09 1993

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Introduction of Chair Staff

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: September 2, 1993

Amount of Time Needed: 15 Minutes

DEPARTMENT: Non-Departmental DIVISION: Chair Beverly Stein

CONTACT: Maria Rojo de Steffey TELEPHONE #: 248-3308

BLDG/ROOM #: 106/1410

PERSON(S) MAKING PRESENTATION: Chair Beverly Stein

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Chair Beverly Stein will introduce the members of her staff and identify their respective team duties.

1993 AUG 20 AM 11:14
MULTIPLUM COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63

- Not Presented -



MULTNOMAH COUNTY OREGON

NEWS

CONTACT: Rhys Scholes, Communications/Community Services
Coordinator, 248-3308

PHOTO, VIDEO, AUDIO OPPORTUNITY: Yes

September 2, 1993

MEDIA ADVISORY

IMMEDIATE RELEASE

MULTNOMAH COUNTY CHAIR ANNOUNCES NEW STAFF

Newly elected, Multnomah County Chair Beverly Stein would like to announce the members of her new office staff.

Please see attachment for job title, brief biography, and job responsibilities on each staff member.

For additional information contact Rhys Scholes at 248-3308 or 282-1300.

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NOTE: PLEASE SEE ATTACHMENT (Three Pages)

Beverly Stein
Multnomah County Chair

The Portland Building
1120 S.W. 5th,
Portland, Oregon 97204

CHAIR'S OFFICE STAFFING

EXECUTIVE ASSISTANT

BILL FARVER

Bill Farver will be Beverly Stein's Executive Assistant. Bill has extensive experience in policy work in local government, having served for County Commissioner Pauline Anderson, the Board of County Commissioners, and, most recently, for City Commissioner Gretchen Kafoury.

Bill has a law degree from Lewis and Clark College, a master's in teaching from Reed College, and an undergraduate degree from Williams College. Prior to the government policy work, Bill worked for a community action agency, started and taught in an alternative school, and clerked for former Court of Appeals Justice Jonathan Newman.

QUALITY SERVICES SPECIALISTS

MELINDA G. PETERSEN

Melinda Petersen has been named Quality Services Specialist for the Multnomah County Chair's Office. Previously, Petersen served as Personnel Director for the City of Portland Personnel Bureau, where she developed and implemented a comprehensive human resource program, including interest-based collective bargaining. Petersen is currently the President of the Oregon Public Employer Labor Relations Association. She also served on the steering committee for the Stand Up Portland Campaign. Petersen holds a bachelor's degree in English from Lewis and Clark and a master's degree in English from Portland State University.

MARIA ROJO DE STEFFEY

Maria Rojo de Steffey has been named Quality Services Specialist for the Multnomah County Chair's Office. Rojo de Steffey joined the Multnomah County Department of Environmental Services in 1988 as an Administrative Analyst, later becoming Acting Deputy Director and Assistant Director. Previously, Rojo de Steffey served as Acting Expo/Fair Manager at the Department of Environmental Services. Rojo de Steffey earned her bachelor's in the Wallace School of Community Services and Public Affairs from the University of Oregon.

MEGANNE STEELE

Meganne Steele has an extensive background in local government management, budgeting and performance evaluation systems. While on staff with the County Auditor, she developed a new program performance budget system. She started her local government career in Rochester, New York, where she studied public policy analysis after completing her bachelor's in urban and environmental studies at the University of Rochester. Other experience includes serving as Budget Director for the City of Santa Monica, California.

ECONOMIC DEVELOPMENT SPECIALIST

SHARON TIMKO

Sharon Timko has been hired as the Economic Development Specialist. Sharon has worked for Multnomah County for three years developing and implementing policies and programs associated with the Columbia River Gorge National Scenic Area. A focal point of the Gorge planning process was economic and community development. In addition, she facilitated the development of the County's Regional Strategies Program, an Oregon Economic Development Program. Sharon brings land use planning, rural economic development, and resource recreation and tourism expertise to the County. Prior to Sharon's tenure with Multnomah County, she facilitated community development efforts for Idaho communities. Sharon has received a master's degree in recreation resource and tourism management and a bachelor's degree in park management.

COMMUNICATIONS AND COMMUNITY SERVICES COORDINATOR

RHYS SCHOLES

Rhys Scholes will serve as Communication and Community Services Coordinator. He has been a leader and an organizer in community groups and political campaigns in Portland for the last 16 years and has worked in private and public social services.

He has worked for Multnomah County Legal Aid, Oregon Legal Services, the State of Oregon's Adult and Family Services Division, the Portland Rainbow Coalition, Oregon State Public Interest Research Group and the Oregon Public Employees Union. He managed the 1984 Citizens Utility Board ballot measure campaign and served as Statewide Field Coordinator for Forward Oregon, the Democratic Party coordinated campaign in 1992.

COMMUNITY PARTNERSHIP SPECIALIST

JO ANN ALLEN

Jo Ann is the former Director of Development and Marketing for the Black United Fund of Oregon. She increased the visibility of the organization through building partnerships between the business community, non-profit organizations and Multnomah County. Her affiliations include City Club of Portland, Board of the Governor, National Society of Fundraising Executives, and the Willamette Valley Development Officers.

COMMUNITY SERVICES SPECIALIST

MINGUS MAPPS

Mingus has been named Community Services Specialist for Multnomah County. In 1992, Mapps joined the Portland Public Schools as an Intergovernmental Relations Specialist where he developed and implemented a community organizing campaign, and serviced as lobbyist for school finance and tax reform. He has two years experience in human services, serving as a Planning Associated with United Way of the Columbia Willamette and as a Program Development Technician for Multnomah County where he focused on development of juvenile justice programs. Mapps received his B.A. in political science from Reed College.

COMMUNITY INVESTMENT COORDINATOR

NORM MONROE

Norm has worked for Multnomah County for the last four years in various capacities. He has worked for the Department of Social Services, Multnomah County Board of Commissioners, and the Multnomah County Department of Justice Services. Norm has his master's in social work from Portland State University and undergraduate degree in social science from Oregon State University.

ADMINISTRATIVE ASSISTANT

DELMA FARRELL

Delma joined the Chair's Office in 1986 as a Staff Assistant/Office Manager. During her seven years with the Chair's Office, she has monitored the office activities and the budget. She also serves as a liaison to Departments/Offices for administrative and Board procedures.

LEGISLATIVE/ADMINISTRATIVE SECRETARY

RITA LYNETTE MARTIN

Rita Lynette Martin has served as the Legislative/Administrative Secretary for the last four years. Previously, she worked in Atlanta, Georgia as an operator/receptionist, and senior accounting clerk.

MANAGEMENT INTERN

SARAH ELIZABETH PHILLIPS

Sarah, most recently, worked for City Commissioner Gretchen Kafoury. She currently is enrolled in Portland Community College where she is studying Japanese and business. She is a graduate of Lincoln High School.

BOARD CLERKS

DEBORAH BOGSTAD

Deborah has been with the Office of the Board Clerk since 1989, returning to the area after four years as an administrative-legal assistant for the Clatsop County Board of Commissioners and County Counsel. Prior work experience includes four years as a legal secretary in a Portland law firm, six years as a unit secretary for two Portland hospitals, and a total of six years in various hospitality services positions.

CARRIE PARKERSON

Except for a brief period in 1985, Carrie has been with the County since 1979. She served in the Department of Health and in the Department of Environmental Services, Facilities and Property Management Division. Carrie joined the office of the Board Clerk in 1988. She also serves as a member of the Multco Employee's Credit Union, and has served on the Multco Employee's Credit Union Supervisory Committee.

CHAIR'S STAFF

1.0 County Chair Stein

Sets overall policy direction for County, focusing on quality services and setting benchmarks and performance measures. Directs administrative work.

1.0 Executive Assistant Farver

Responsible in Chair's absence. Supervises Quality Services and Support Services Teams. Liaison to other County and City elected officials. Coordinates Budget and Policy Initiatives.

QUALITY SERVICES TEAM

2.9 Quality Services Specialists Petersen/Rojo de Steffey/Steele

Manages Support Services. Facilitates development of policy by working with Board, Departments, and community on specific policy issues. Oversees creation of high performance learning organization. Coordinates review of placement of materials on agenda. Oversees development of program budget and development of performance measures with budget officer and auditor. Assists in preparation of Executive Budget. Facilitates evaluation.

1.0 Economic Development Specialist Timko

Coordinates County response to Economic Development plan and county involvement with the Columbia Gorge planning. Special liaison to needs of citizens in county's rural areas. Advises Chair on land use issues

COMMUNICATIONS AND COMMUNITY SERVICES TEAM

1.0 Communications and Community Services Coordinator Scholes

Develops an organizing strategy to empower communities through partnerships with county government and other organizations. Oversees Constituent Services. Develops public information plan. Provide regular media briefings and news opportunities.

1.0 Community Partnership Specialist Allen

Develops community partnerships with local universities, schools, foundations, and the business community. Liaison to Partners for Human Investment

1.0 Community Services Specialist

Mapps

Recommends appointments to Boards and Commissions coordinated with Board. CIC liaison. Develop strategy for involving citizens through citizen committees, task forces, public meetings. Follows up on constituent complaints. Assists with public information functions.

COMMUNITY INVESTMENT TEAM

1.0 Community Investment Coordinator

Monroe

Implements Community Investment Services Strategy in conjunction with Departments and Divisions. Implements Family Support Centers. Links Community needs to service delivery system

SUPPORT SERVICES TEAM

1.0 Administrative Assistant

Farrell

Supervisor of Support Services Team and Clerk's Office. Office manager. Coordinates Administrative Procedures work. Reviews all contracts and agenda items.

1.0 Legislative/Administrative Secretary

Martin

Receptionist at Front Desk. Responsible for mailings, coordinating word processing needs, completing payroll, filing and supplies. First response on constituent complaints

0.6 Management Intern

Phillips

Assists Support Services Team

2.0 Board Clerks

Bogstead/ Parkerson

Schedules Board meetings. Prepares weekly agenda and keeps records of the board meetings. Responds to public inquiries. Maintains Board Records.

MEETING DATE: SEP 09 1993

AGENDA NO: C-1

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Appointments to Metropolitan Human Rights Commission

BOARD BRIEFING Date Requested: [REDACTED]

Amount of Time Needed: [REDACTED]

REGULAR MEETING: Date Requested: September 9, 1993

Amount of Time Needed: Consent Calendar

DEPARTMENT: Non-Departmental DIVISION: Chair's Office

CONTACT: Marshawn Boyd TELEPHONE #: 248-2908

BLDG/ROOM #: 106/1410

PERSON(S) MAKING PRESENTATION: _____

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Prospective Appointee's:

Charu Manchanda, re-appointment, three year term
Joe H. Lane, new appointment, three year term
Kathleen Bogan, new appointment, one year term

BOARD OF
COUNTY COMMISSIONERS
1993 SEP - 1 PM 12:54
MULTI-NOMINAL COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein #8

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

Requested re year appl.
CC-10-93A10:57 KDVD

METROPOLITAN HUMAN RIGHTS COMMISSION

APPLICATION FOR APPOINTMENTS

A. Personal Data

Name KATHLEEN BOGAN
Address 3523 SW JERALD COURT
PORTLAND OR 97221
City/State/Zip 228-5663
Home Phone/Business Phone

Do you live in ___ unincorporated Multnomah County or ___ a city within Multnomah County?
Do you live within the city boundaries of Portland?

Affirmative Action Information (optional):

Date of Birth 11/25/47 Racial/Ethnic Background CAUCASIAN
Sex F Disability Status: Yes ___ No ___

(You are asked to provide information which is necessary for statistical reporting purposes only. Under State and Federal Law, this information may not be used to discriminate against you.)

B. List major paid employment and/or volunteer experience which illustrates your interest/involvement in human relations/civil rights: (List chronologically beginning with most recent.)

Employer/Organization	Title/Responsibilities	Dates
MEMBER, ¹ OREGON SUPREME COURT TASK FORCE ON RACIAL/ETHNIC ISSUES IN THE COURTS, current		
² NOMINATED PARTICIPANT, GOVERNOR'S SUMMIT FOR A HATE-FREE OREGON		DEC 1992
³ EXECUTIVE DIRECTOR, OREGON CRIMINAL JUSTICE COUNCIL		1985-1992
⁴ FOUNDED MEMBER, ACLU COMMISSION ON GAY + LESBIAN RIGHTS		1986-1991
⁵ INTERVIEW COMMITTEE TO HIRE MTRC DIRECTOR (Jennette Pai)		1989

C. List education and training that is relevant to this application:

Name of School/Training	Degree/Certificate	Dates
LOUIS + CLARK LAW	J.D.	1980

OREGON STATE BAR AFFIRMATIVE ACTION COMMITTEE 1982-85
SEE RESUME

D. Please list the name, address and telephone numbers of two people who may be contacted as references:

AMAZONAS OLIVELLAS director, Commission on Black Affairs 378-2969
CITY COMMISSIONER GRETCHEN KAFOURY

E. Please list potential conflicts of interest between your private life and public service on the Metropolitan Human Rights Commission:

There are none currently and I would avoid them scrupulously in the future if I should serve

F. Please provide a brief response to the following questions:

Why are you interested in serving on the Metropolitan Human Rights Commission?

I have been interested in serving since I worked with MHRRC staff during my tenure as Human Services Coordinator for the city of Portland in 1985. Working in multicultural groups for education and progress is of great importance to me and now I have the time.

Outline your pertinent experience with minority, professional and/or community organizations. What are your current affiliations/activities with relevant organizations?

Oregon State Bar Affirmative Action Committee, Lewis & Clark Law School minority Tutorial Program. Currently have been chosen to serve on a Supreme Court task force on racial and ethnic issues in the courts. See front of this application and resume for further details.

How do you feel about the MHRC mission statement and Portland's Civil Rights Ordinance?

These are frameworks to be proud of.

Please identify skills, resources and experience you would bring to the MHRC?

- Public Speaking
- High Profile in Community
- Legal/Civil Rights Knowledge
- Consensus Building
- Educator/Trainer
- Multi-Culturalism
- Facilitation
- Advertising/PR/Media
- Cultural Arts
- Psychology/Sociology/Social Work
- Leadership Ability
- Time and Energy
- Grassroots Organizing
- Mediation/Conflict Resolution
- Bi-Lingual
- Bi-Cultural
- Writing
- Research and Evaluation
- Parliamentarian

Other:

Additional Comments:

**Kathleen Bogan
Attorney At Law
3523 SW Jerald Court
Portland, Oregon 97221
(503) 228-5663**

Offering 12 years of Oregon government relations experience, including:

- six years state agency director
- two years legislative committee staff
- two years appellate courts staff
- one year local government manager

Expertise includes:

- lobbying
- testimony before legislative committees
- drafting of legislation
- arranging and managing public hearings
- legal research, drafting of opinions
- staff hiring and development
- grantwriting and grants management
- public speaking

Eight years private sector business experience, including:

- public relations, marketing
- management of creative staff
- advertising production and scripts
- news reporter, editor and photographer
- freelance writer/editor, creative consultant

Published author, experienced public speaker, national consultant on justice issues

Awards, honors and academic qualifications include:

- Fulbright Scholar, Berlin 1990, senior professor in law
- J.D., Northwestern School of Law, Lewis & Clark College 1980
- Awards from American Advertising Federation, Advertising Club of New York

Government / Law Experience

OREGON CRIMINAL JUSTICE COUNCIL

Executive Director, December 1985 - ~~Present~~ December, 1992

Administrator of statewide criminal justice planning agency, manager of a 21-person policy board made up of directors of state criminal justice agencies, judges, legislators, elected local officials, criminal justice professionals and public members, which advises the governor, legislature and state courts on longterm criminal justice planning and coordination. Responsible for direction of staff of six including legal and research professionals, private contractors, preparation of reports and testimony, legislative lobbying and public speaking on behalf of Council.

CITY OF PORTLAND

Human Services Coordinator, January - October 1985

Manager of \$2 million Bureau Of Human Resources, housing Metropolitan Youth Commission, Commission on Aging, and Youth Service Centers. Responsible to City Council for implementation of city's Human Services Policy. Staff of seven.

OREGON STATE LEGISLATURE

Legal Counsel, Senate Judiciary Committee, Joint Interim Committee on Judiciary, January 1983 - January 1985

Handled legal analysis, research, drafting, arranging of witnesses and presentations to committee on nearly 200 bills related to civil law, juvenile corrections and domestic relations.

OREGON SUPREME COURT and OREGON COURT OF APPEALS

Judicial Clerk, August 1980 - August 1982

Researched, edited and drafted court opinions on complex issues of law. A particular emphasis was work in state constitutional analysis.

OREGON LEGAL SERVICES

Law clerk, June 1978- May 1980

Clerk to three attorneys in central administrative office of statewide office for low income legal clients, providing assistance to attorneys in local offices throughout the state. Worked on research and drafting on state and federal law issues for complex litigation including famworker, housing, elderly and consumer rights.

Business Experience

COLE AND WEBER ADVERTISING, Portland

Writer/Producer, November 1976 - June 1977

Clients included U.S. National Bank, Bonneville Power Administration. Media include print, broadcast, slide presentations.

THE IRVINE COMPANY, Newport Beach, California

Manager, Creative Services, October 1973 - November 1976

Managed creative staff, including writers, art directors, video and still photographers, for advertising of residential, commercial and industrial opportunities in world's largest master-planned privately owned urban environment. Awards include American Advertising Federation's "Best in the West", Award of Merit from the Advertising Club of New York, Award of Excellence from Los Angeles Advertising Women, Orange County Ad Federation, Milk Industry Foundation, Southern California Builders' Council.

PANASONIC, INC., New York

Creative Group Head, October 1972 - August 1973

Managed creative staff for all aspects of in-house advertising for Home Appliance Division. Oversaw design and production for national and international advertising. Company's first woman manager.

MURRAY, KRAFT & ROCKEY ADVERTISING, Anchorage, Alaska

Copywriter, January - August 1972

Accounts included State of Alaska Department of Economic Development, U.S. Bureau of Indian Affairs, RCA Alaska, Alyeska Pipeline. Responsible for print and broadcast media, including television production. Awards include "Best Public Relations Program", Alaska Press Club, for campaign on behalf of the Bureau of Indian Affairs in administration of the 1972 federal Alaska Native Land Claims Settlement Act.

MIKE ELLIS ADVERTISING, Anchorage, Alaska

Copywriter, January 1971 - January 1972

Accounts included financial and educational institutions, utilities, industrial and manufacturing firms, consumer products.

ANCHORAGE DAILY TIMES, Anchorage, Alaska

City Desk Editor, August 1969 - January 1971

Responsible for assignment and editing of stories, layout. Also served as arts editor.

Teaching Experience

PORTLAND STATE UNIVERSITY

Assistant Professor, School of Urban and Public Affairs, January 1985 - Present
Have taught a class on "Women and the Law" which is offered jointly by the Administration of Justice Department and Women's Studies Certificate Program.

NORTHWESTERN SCHOOL OF LAW, LEWIS & CLARK COLLEGE, Portland

Teaching Assistant, September 1979 - May 1980
Developed and co-taught the first class offered at any Oregon law school on the legal rights of the elderly.

ROOSEVELT HIGH SCHOOL, Portland

Instructor, National Street Law Program, September - December 1979
Taught as part of a national program which places volunteer law students in high school social studies classes to teach basic criminal law, consumer law, domestic relations and constitutional law, and to serve as coaches and advisors for statewide mock trial competitions.

GUEST LECTURER in political science: Oregon State University, Reed College, Lewis & Clark College, Portland State University, 1987 - Current

Academic Qualifications

NORTHWESTERN SCHOOL OF LAW, LEWIS & CLARK COLLEGE, Portland

J.D. 1980
Member: Cornelius Honor Society

SYRACUSE UNIVERSITY, Syracuse, New York

A.B. 1969.
Member: Senior Women's Honorary, Theta Sigma Phi (Women's Professional Journalism Honorary

Professional Awards

JOHN F. KENNEDY SCHOOL, PROGRAM FOR SENIOR GOVERNMENT EXECUTIVES, Harvard

Admitted for July 1991 program, admission deferred until 1992.

FULBRIGHT SCHOLAR, Berlin, Germany, September - December 1990
Selected by West German and U.S. governments as senior professor in law funded to conduct research on the role of women in the pre-unification government of the City of West Berlin. Project was entitled "Process and Substance in Government in Berlin: Does A Female Majority In A Governing Body Make a Difference?"

Invited Speaker, National Conferences

U.S. DEPT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE/ JUSTICE RESEARCH STATISTICS ASSOCIATION, New Orleans, September 1992

Panelist: Sentencing Reform

NATIONAL WOMEN'S STUDIES ASSOCIATION, Austin, June 1992

Panelist: "When Women Controlled the Government of West Berlin. . .A Dream From Which Unification Awakened Us."

AMERICAN BAR ASSOCIATION, Criminal Law Section, Portland, April 1992

Panel Organizer : "The Oregon Experience with Structured Sentencing"

CRIMINAL JUSTICE STATISTICS ASSOCIATION, Chicago, September 1991

"Using Statistical Research in a Policy Arena"

NATIONAL GAY & LESBIAN TASK FORCE, Washington, D.C., November 1989

"Creating Change" Conference

Panel Member: "Combatting Anti-Gay Violence Through Legislation"

Consultant

Kansas Sentencing Commission

Texas Punishment Standards Commission

**Invited Resource Person At
Conferences Sponsored By:**

OREGON GOVERNOR BARBARA ROBERTS: "The Governor's Summit on Building a Hate-Free Oregon", Portland, December 1992

BUREAU OF JUSTICE ASSISTANCE, Minneapolis, October 1989
"Developing and Implementing State Structured Sentencing"

NATIONAL INSTITUTE OF CORRECTIONS, Boulder, September 1987
"Jail and Prison Crowding: A Policy Group Approach"

**Team Leader at
Invitational Criminal Justice Conferences:**

NATIONAL JAIL AND PRISON OVERCROWDING PROJECT, Washington, D.C.,
July 1987
"State Policy Proposals to Reduce Overcrowding"

NATIONAL JAIL AND PRISON OVERCROWDING PROJECT, New Orleans,
December 1986
"Building Bases of Support for Criminal Justice Policy Change"

CENTER FOR EFFECTIVE PUBLIC POLICY, Wyzata, Minnesota, July 1986
"Sentencing Reform Seminar"

NATIONAL JAIL AND PRISON OVERCROWDING PROJECT, Philadelphia, April
1986
"Future Correctional Population Issues and Policy Development"

NATIONAL JAIL AND PRISON OVERCROWDING PROJECT, Philadelphia,
January 1986
"Policy Adoption Workshop"

**Speaking Engagements
Political Science (sample)**

OREGON COMMISSION ON WOMEN, Host conference for visiting members of the German Parliament, Portland, September, 1992
Presenter: "Women in the Criminal Justice System in the United States"

GERMAN- AMERICAN HOUSE, Tubingen, Germany, December 1990
"The Status of Women in the U.S. Legal System: Are They Changing the System or Is The System Changing Them?"

OREGON WOMEN LAWYERS, Portland, November 1989
"Becoming a Judge" Conference
Panel Member: "The Nuts and Bolts of Campaigning"

LEWIS & CLARK COLLEGE, Portland, April 1988
Seventh Annual Gender Studies Symposium
Panel Organizer: "Advancing Women's Values in Law and Politics: Changing the System from Positions of Power Within It"

NORTHWESTERN SCHOOL OF LAW, Portland, October 1988
Panel Participant: "Non-Traditional Legal Careers"

OREGON STATE UNIVERSITY, Corvallis, Oregon, April 1988
State Government and Politics Class
Panel Member: "The Legislative Process"

MULTNOMAH COUNTY BAR ASSOCIATION, Committee on the Status of Women, Annual Conference, February 1988
Panel Member: "Women Players in the State Legislature"

**Speaking Engagements
Criminal Justice (sample audiences)**

Oregon State Bar
Oregon Correctional Association
Oregon Association for Court Administration
Oregon League of Women Voters
Governor's Advisory Commission on Driving Under the Influence
Portland Citizens' Crime Commission
Multnomah County Board of Commissioners
Oregon Council on Crime and Delinquency
Oregon Community Corrections Advisory Board
Association of Oregon Counties
Oregon Association of Community Corrections
Portland City Club
Oregon Community Service Coordinators
Reed College
Portland State University
Centennial High School

Professional Memberships

American Civil Liberties Union
Center for the Study of Women in Society
Justice Statistics and Research Association
Multnomah County Bar Association
National Association of Criminal Justice Planners
National Criminal Justice Association
National Women's Studies Association
Oregon State Bar

Community Service

Board of Directors, Outside-In Medical Clinic, Portland
Board of Directors, Oregon Council on Crime and Delinquency
Advisory Board, Community Law Project, Portland
Oregon State Bar Affirmative Action Committee
ACLU of Oregon Commission on Gay and Lesbian Rights
Advisory Committee, Multnomah County Restitution Center
Oregon Supreme Court Task Force on Racial/Ethnic Issues in the Judicial System

Publications

"Oregon's Sanction Unit Exchange System for Felony Sentencing Guidelines,"
Federal Sentencing Reporter, July/August 1991

"Next Steps for the U.S. Women's Movement: Some Observations About
Women in the U.S. Legal System, the Status of Women in the Law, and the
Emerging Field of Feminist Jurisprudence", materials for Feminist
Jurisprudence Continuing Legal Education class, Northwestern School of Law,
Portland, April 1991

"Sentencing Reform in Oregon", Overcrowded Times, March 1991

"Constructing Felony Sentencing Guidelines in an Already Crowded State:
Oregon Breaks New Ground", Crime and Delinquency, October 1990

Overview of Portland's Neighborhood Youth Service Center System, for the Portland Bureau of Human Resources, March 1985

Report of the Joint Interim Committee on Judiciary Subcommittee on Juvenile Courts, for the Oregon Legislature, December 1984

Report of the Joint Interim Committee on Judiciary Subcommittee on Indigent Defense, for the Oregon Legislature, December 1984

Report of the Joint Interim Committee on Judiciary: Attitudes of Oregon State Bar Members Towards Oregon's Indigent Defense System, a survey conducted for the Subcommittee on Indigent Defense, December 1984

"Worth Fighting For: Legal Rights of Oregon's Elderly, for the Oregon Office of Elderly Affairs and Oregon Legal Services (Unpublished, 100 Pages), August 1980

"For Victims of Domestic Violence: How to Get Your Own Temporary Restraining Order" (pamphlet), for Oregon Legal Services, June 1980

"Jurisdiction Over the Parties Under the New Oregon Rules of Civil Procedure", article for the Oregon State Bar Continuing Legal Education program, co-author, August 1979

Getting Ours: A Handbook of Women's Legal Rights in Oregon, for The Community Law Project, editor, 1978

Report of the Governor's Task Force on Sexual Preference, editor, December 1977

A Guide to Undergraduate Learning Opportunities, for Portland State University, editor, February 1977

I am also the author of many other other articles, reports and brochures. Samples are available on request.

METROPOLITAN HUMAN RIGHTS COMMISSION

APPLICATION FOR APPOINTMENTS

A. Personal Data

08-12-93P03:44 RCVD

Name JOE H. LANE

Address 3335 S.E. 43RD STREET

City/State/Zip PORTLAND, OREGON 97206

Home Phone/Business Phone (503) 771-1231

Do you live in ___ unincorporated Multnomah County or X a city within Multnomah County?
Do you live within the city boundaries of X Portland? (YES)

Affirmative Action Information (optional):

Date of Birth 03/28/21 Racial/Ethnic Background NATIVE-AMERICAN
Sex MALE Disability Status: Yes ___ No X

(You are asked to provide information which is necessary for statistical reporting purposes only.
Under State and Federal Law, this information may not be used to discriminate against you.)

B. List major paid employment and/or volunteer experience which illustrates your interest/involvement in human relations/civil rights: (List chronologically beginning with most recent.)

Employer/Organization	Title/Responsibilities	Dates
CONF. TRIBES OF SILETZ	TRIBAL CHAIRMAN (SEE ATTACHED)	1973, 74, 75
AMERICAN CANCER SOCIETY	BOARD MEMBER	" 1968 TO 1976
QUADRIPLIGICS UNITED AGAINST DEP.	BOARD MEMBER	1976-79
ADULT LITERACY PROGRAM, PCC	VOLUNTEER TUTOR	1968-69

PLEASE SEE SUPPLEMENTAL SHEET

C. List education and training that is relevant to this application:

Name of School/Training	Degree/Certificate	Dates
NORTHWESTERN SCHOOL OF COMMERCE	GRADUATE	1954
PORTLAND COMMUNITY COLLEGE	ASSOCIATE DEGREE	1990
MARYLHURST COLLEGE	BACHELOR OF ARTS	1992

D. Please list the name, address and telephone numbers of two people who may be contacted as references:

FED JUDGE JAMES REDDEN, 12390 SW FIELDING, BEAVERTON, 97005 (503) 326-6389
GERALD W. FRANK 3250 CRESTVIEW DR SE., SALEM, OR. 97302 (503) 362-3503
JOAN ARRANDT 2204 SE 44TH, PORTLAND, OREGON 97215 (503) 832-3558 (DAYS)

E. Please list potential conflicts of interest between your private life and public service on the Metropolitan Human Rights Commission:

NONE WHATSOEVER.

F. Please provide a brief response to the following questions:

Why are you interested in serving on the Metropolitan Human Rights Commission?

I HAVE HAD A LIFELONG INTEREST, AND PREOCCUPATION IN WORK THAT WILL RESULT IN EQUAL TREATMENT AND FAIRNESS FOR ALL MANKIND IN MATTERS OF EMPLOYMENT, EDUCATIONAL OPPORTUNITIES, PRESERVATION OF CULTURAL VALUES, AND ABSOLUTE EQUALITY OF SOCIAL AND ECONOMIC STATUS, TOTAL EQUAL RIGHTS FOR WOMEN, AND THE RIGHT OF EVERY HUMAN BEING TO ADEQUATE HEALTH CARE.

Outline your pertinent experience with minority, professional and/or community organizations. What are your current affiliations/activities with relevant organizations?

FOUNDER SILETZ RESTORATION MOVEMENT, COAUTHORED LEGISLATION WHICH BROUGHT EDUCATIONAL HEALTH, OPPORTUNITIES TO OVER 2,000 OREGON COASTAL INDIANS (PUBLIC LAW 95-195) TWICE SERVED AS TRIBAL CHAIRMAN; VOLUNTEER TUTOR, ADULT LITERACY PROGRAM, PCC; ADVISOR, YOUTH EMANCIPATION PROGRAM, PORTLAND YMCA, 1968-69; 9 YEARS BOARD MEMBER, MULTNOMAH UNIT, AMERICAN CANCER SOCIETY; QUADRIPLEGICS UNITED AGAINST DEPENDENCY, BOARD MEMBER 3 YEARS; PRESIDENT, OREGON BUILDING CONGRESS, 1983 (SEE ATTACHED SHEET)

How do you feel about the MHRC mission statement and Portland's Civil Rights Ordinance?

I BELIEVE 100% IN MHRC'S MISSION STATEMENT. I HAVE NOT SEEN PORTLAND'S CIVIL RIGHTS ORDINANCE.

Please identify skills, resources and experience you would bring to the MHRC?

- | | |
|---|---|
| <input checked="" type="checkbox"/> Public Speaking | <input checked="" type="checkbox"/> Leadership Ability |
| <input checked="" type="checkbox"/> High Profile in Community | <input type="checkbox"/> Time and Energy |
| <input type="checkbox"/> Legal/Civil Rights Knowledge | <input checked="" type="checkbox"/> Grassroots Organizing |
| <input checked="" type="checkbox"/> Consensus Building | <input checked="" type="checkbox"/> Mediation/Conflict Resolution |
| <input checked="" type="checkbox"/> Educator/Trainer | <input type="checkbox"/> Bi-Lingual _____ |
| <input checked="" type="checkbox"/> Multi-Culturalism | <input type="checkbox"/> Bi-Cultural _____ |
| <input checked="" type="checkbox"/> Facilitation | <input checked="" type="checkbox"/> Writing |
| <input type="checkbox"/> Advertising/PR/Media | <input type="checkbox"/> Research and Evaluation |
| <input type="checkbox"/> Cultural Arts | <input type="checkbox"/> Parliamentarian |
| <input type="checkbox"/> Psychology/Sociology/Social Work | |

Other: _____

Additional Comments: A NATIVE OREGONIAN, WITH MOST OF THOSE YEARS IN PORTLAND, AND AS A MINORITY MEMBER MYSELF, I HAVE WITNESSED SINCE PRIOR TO WORLD WAR II THE CHANGES DEVELOPING IN MULTNOMAH COUNTY, AND THE STRONG NEED TO INSTILL IN OUR CITIZENS, DESPITE CONSTITUTIONAL GUARANTEES, THE PRESENT NEED TO PROVIDE FOR OUR MULTI-ETHNIC POPULATIONS--ALL OF THE FREEDOMS THAT OUR CONSTITUTION PROVIDES, WITH DISCRIMINATION AGAINST NO HUMAN BEING.

3335 SE 43rd,
Portland, Oregon 97206
August 12, 1993

Metropolitan Human Rights Commission
1120 SW 5th Avenue
Portland, Oregon 97204-1989

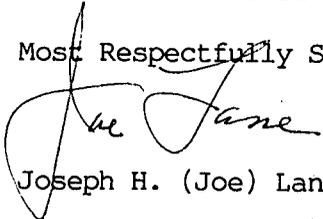
Greetings:

Attached is my application for membership on your
Commission.

A lifelong Oregonian and Native American, I have
a burning interest in the work of your organization,
and have enclosed a synopsis of my resume, which
includes civic and service organizations in which I
have worked in the past.

If there is room on your commission for another
member, I would be happy to serve.

Most Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Joe Lane". The signature is written in dark ink and is positioned above the typed name.

Joseph H. (Joe) Lane

JOSEPH H. (JOE) LANE
(503) 771-1231

3335 S.E. 43RD STREET
PORTLAND, OREGON 97206

PERSONAL

Birthplace: Siletz, Oregon 97206
Family : Married, 3 children, 1 step-daughter
Health : Good, no physical impairments
Credit : Excellent

EDUCATION

SILETZ HIGH SCHOOL, Siletz, Oregon 97380 (Graduate, 1940)
U.S. ARMED FORCES INSTITUTE, (U.S. Army) (Accounting; completed 1943-44)
NORTHWESTERN SCHOOL OF COMMERCE, Portland, Oregon (graduated, 1955)
PORTLAND COMMUNITY COLLEGE, Portland, Oregon, Associate's Degree
in Management
MARYLHURST COLLEGE, Marylhurst, Oregon, B.A. in Interdisciplinary
Studies; major in Management
UNIVERSITY OF PORTLAND, Portland, Oregon, Completed Advanced Labor/
Management Seminars
OKLAHOMA STATE UNIVERSITY, Stillwater, Oklahoma, Completed Indian
Manpower Summer Institute

MILITARY SERVICE

Honorably discharged veteran of World War II; service in New Guinea,
Phillipines, and Japan with U.S. Army (Staff Sergeant); Oregon
National Guard (First Sergeant); and Oregon National Guard Reserve,
held rank of Captain.

LICENSES HELD

Oregon Construction Contractors License #45903 (12 years) expired
Oregon Real Estate Agent's License #900100176 (current)

MEMBERSHIPS

Saint Ignatius Catholic Church, Portland
Unity Lodge No. 189, Masonic, (32nd Degree)
Al Kader Shrine, Portland, Oregon
Confederated Tribes of Siletz Indians of Oregon

ACTIVITIES & ASSOCIATIONS, PAST AND PRESENT

PRESIDENT, Salem Breakfast Optimists Club
PRESIDENT, Salem Retail Credit Association (over 300 firm members)
PRESIDENT, ("KING BING") Salem Cherrians (City Booster organization)
VICE CHAIRMAN, March Of Dimes, Marion County, Oregon
CHAIRMAN, Marion County Republican Central Committee (1959-60)
CHAIRMAN, Marion/Polk County Cancer Crusade; American Cancer Society
BOARD OF DIRECTORS, National Committee On Indian Work of the Episcopal Church
CHAIRMAN, City of Milwaukie, Cancer Crusade, American Cancer Society
VOLUNTEER TUTOR, Adult Literacy Program, Portland Community College
VICE CHAIRMAN, Oregon Heart Fund drive, Salem, Oregon
ADVISOR, Youth Emancipation Program, Portland YMCA
ADMINISTRATIVE COMMITTEE, Portland Hometown Plan
PRESIDENT, Riverside Optimists Club, Portland, Oregon
CHAIRMAN, Confederated Tribes Of Siletz Indians (Oregon) (2 terms)
RECIPIENT, State Employee of the Year, Consolidated Chapter, Oregon State
Employees Association (1973)
BOARD OF DIRECTORS, Multnomah Unit, American Cancer Society (9 years)
CHAIRMAN, Employee Education Committee, Multnomah Unit, American Cancer Soc.
CHAIRMAN, Employee Education Committee, District 1, Oregon State Employees
Association
MEMBER, Governmental Affairs Committee, Portland Chamber of Commerce
PRESIDENT, Oregon Building Congress
VICE CHAIRMAN, Oregon Construction Industry Council
BOARD OF DIRECTORS, Quadriplegics United Against Dependency, Portland, Oregon
FOUNDER, Siletz Restoration Movement (1973)
COMMISSIONER, Siletz Tribal Economic Development Commission, Siletz, Oregon

MEMBERSHIPS PAST AND PRESENT

Veterans Of Foreign Wars
American Legion
Portland Downtown Lions Club
Elks Lodge #142
Unity Lodge #189 (Masonic) Life Member
Scottish Rite of Freemasonry, (32nd Degree)
Al Kader Shrine, Portland, Oregon
St. Ignatius Catholic Church, Portland
American Federation Of Musicians

REFERENCES

Federal Judge James Redden, 12390 S.W. Fielding, Beaverton, Oregon 97005
Sister Francella Mary Griggs, 514 West Princeton, Gallup, N.M. 87301
Representative Mike Burton, Assistant to the President, Marylhurst College 97036
Gerald W. Frank, 3250 Crestview Drive S.E., Salem, Oregon 97302
U.S. Senator Mark O. Hatfield, 475 Cottage N.E., Salem, Oregon 97309

JOSEPH H. LANE

1992-93 BUSINESS MANAGEMENT CONSULTANT; & REAL ESTATE AGENT, PORTLAND

1980-92 OWNER/MANAGER, LANE-PACIFIC, CORP., DBA WEATHER SYSTEMS,
CONTRACTOR, PORTLAND, OREGON

1977-83 EXEC. DIRECTOR, PAINTING INDUSTRY ADVANCEMENT FUND OF OREGON
& SOUTHWEST WASHINGTON

1974-76 DIRECTOR OF MANPOWER PROGRAMS, PORTLAND URBAN INDIAN PROGRAM

1966-74 REVENUE AGENT, OREGON DEPARTMENT OF REVENUE
Note: Took leave of absence in 1970 to organize Federal Credit
Union for Good Samaritan Hospital & Medical Center, Portland

1964-66 REVENUE AGENT, FRAUD UNIT, OREGON DEPARTMENT OF EMPLOYMENT

1957-64 ASSISTANT MANAGER, GENERAL FINANCE CORPORATION, SALEM, OREGON

1953-57 MANAGER, VALLEY TV & APPLIANCE CENTER, SALEM, OREGON

CONCURRENT ACTIVITIES:

SERVED AS CHAIRMAN, MARION COUNTY REPUBLICAN CENTRAL COMMITTEE

PRESIDENT, SALEM RETAIL CREDIT ASSOCIATION

FOUNDER, SILETZ RESTORATION MOVEMENT AND LOBBIED IN WASHINGTON D.C.,
FOR FAVORABLE ENACTMENT OF PUBLIC LAW 95-195

DEMOCRATIC NOMINEE, STATE REPRESENTATIVE, DIST. 24, 1974

VICE CHAIRMAN, OREGON CONSTRUCTION INDUSTRY COUNCIL

PRESIDENT, OREGON BUILDING CONGRESS

BOARD OF DIRECTORS, NATIONAL COMMITTEE ON INDIAN WORK, EPISCOPAL CHURCH

COMMISSIONER, SILETZ TRIBAL ECONOMIC DEVELOPMENT COMMISSION

PRESIDENT, SALEM BREAKFAST OPTIMISTS CLUB; AND RIVERSIDE
OPTIMISTS CLUB OF PORTLAND

GOVERNMENTAL AFFAIRS COMMITTEE, PORTLAND CHAMBER OF COMMERCE 1979

U.S. Army; Combat veteran World War II, New Guinea, Philippines, Staff/Sgt.
Oregon National Guard, First Sgt.,
Oregon National Guard Reserve, Captain



August 2, 1993

Metropolitan Human Rights Commission
1120 SW Fifth Avenue
Portland, Oregon 97204-1989

To Whom it May Concern:

I am writing a letter of recommendation concerning Joseph H. Lane.

I have known Joe for 40 years, and I believe he is a good candidate to be a seat member of the Metropolitan Human Rights Commission.

He is an upstanding community citizen, and has given much of his time and support to assist senior citizen Orientals and other aged groups.

He is well known in many ethnic circles because of his knowledge in the political field.

Please consider him as a highly recommended candidate for a seat member of the Metropolitan Human Rights Commission.

Sincerely,

A handwritten signature in black ink, appearing to read "James M. Fujii". The signature is written in a cursive style with a long horizontal stroke at the end.

James M. Fujii
Owner/President
Fujii Farms

JMF/adr

11730 N.E. Fargo
Portland, Oregon 97220
August 8, 1993

Metropolitan Human Rights Commission
1120 SW Fifth Avenue
Portland, Oregon 97204-1989

To Whom This May Concern:

It is my understanding that Joe Lane is applying for membership on your Commission.

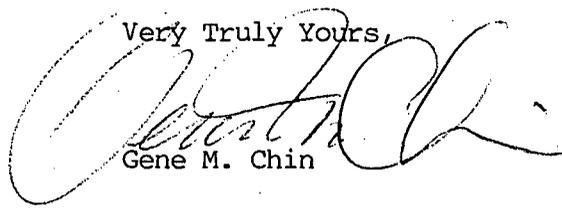
Mr. Lane is well known in the Portland Chinese Community, for his personal assistance to retirees, and others who have consulted him on personal and business matters.

I have known Mr. Lane for over 20 years, and his Chinese-American wife, who operated a successful business in Chinatown for many years. Joe's academic and professional experience would appear to be an important resource for the work of your Commission.

Well known as one of Oregon's most respected Native-American leaders, and his record of public service would seem to eminently qualify him for a seat on your Commission.

I wholeheartedly recommend his appointment.

Very Truly Yours,



Gene M. Chin

METROPOLITAN HUMAN RIGHTS COMMISSION

APPLICATION FOR APPOINTMENTS

RECEIVED

JUN 18 1992

HUMAN RELATIONS COMMISSION

A. Personal Data

Name CHARU MANCHANDA

Address 1809 SW 11th AVE, # 300

City/State/Zip PORTLAND OR 97201

Home Phone/Business Phone (503) 725-7885, (503) 464-8797

Do you live in ___ unincorporated Multnomah County or a city within Multnomah County?
 Do you live within the city boundaries of Yes Portland?

Affirmative Action Information (optional):

Date of Birth 19 NOV 1965 Racial/Ethnic Background ASIAN INDIAN
 Sex FEMALE Disability Status: Yes ___ No

(You are asked to provide information which is necessary for statistical reporting purposes only.
 Under State and Federal Law, this information may not be used to discriminate against you.)

B. List major paid employment and/or volunteer experience which illustrates your interest/involvement in human relations/civil rights: (List chronologically beginning with most recent.)

Employer/Organization	Title/Responsibilities	Dates
<u>WORLD TRADE CENTER PD</u>	<u>DIRECTOR, MKTG & MEMBERSHIP</u>	<u>1989 to PRESENT</u>
<u>PORTLAND GENERAL CORP.</u>	<u>MEMBER OF WORKFORCE DIVERSITY CHALLENGE COMMITTEE, a policy committee to top management</u>	
<u>ACTIVELY WORK WITH URBAN LEAGUE, OR. ASSC. MINORITY ENTREPRENEURS, US WEST DIVERSITY COMMITTEES & OTHER COMMUNITY EVENTS</u>		

C. List education and training that is relevant to this application:

Name of School/Training	Degree/Certificate	Dates
<u>ASIAN INST. OF MANAGEMENT</u>	<u>INTERNATIONAL MANAGEMENT</u>	<u>1987-1989</u>
<u>SEVEN HABITS OF HIGHLY EFFECTIVE PEOPLE, STEVEN COVEY</u>		
<u>VARIOUS DIVERSITY & INTERCULTURAL WORKSHOPS & SEMINARS</u>		

D. Please list the name, address and telephone numbers of two people who may be contacted as references:

good references - ANDREW HAY, BRITISH CONSUL 224 5163
CAL VAN PELT, S. AFRICAN CONSUL 292 2085

E. Please list potential conflicts of interest between your private life and public service on the Metropolitan Human Rights Commission:

NONE

F. Please provide a brief response to the following questions:

Why are you interested in serving on the Metropolitan Human Rights Commission?

BECAUSE I AM A STRONG, COMMITTED AND ACTIVE BELIEVER IN THE SPIRIT OF DIVERSITY & OF HUMAN RIGHTS AND HAVE TAKEN TIME & EFFORT TO SPEND IN AREA TO MAKE A CONTRIBUTION.

Outline your pertinent experience with minority, professional and/or community organizations. What are your current affiliations/activities with relevant organizations?

MEMBER, OREGON ASSOCIATION OF MINORITY ENTREPRENEURS
BOARD MEMBER, AFRICAN TRADE RELATIONS ASSOCIATION
COMMITTEE MEMBER, WORKFORCE DIVERSITY CHALLENGE COMMITTEE, PGC

How do you feel about the MHRC mission statement and Portland's Civil Rights Ordinance?

Basically sound. Could incorporate changing society as it happens.

Please identify skills, resources and experience you would bring to the MHRC?

- Public Speaking
- High Profile in Community
- Legal/Civil Rights Knowledge
- Consensus Building
- Educator/Trainer
- Multi-Culturalism
- Facilitation
- Advertising/PR/Media
- Cultural Arts
- Psychology/Sociology/Social Work

- Leadership Ability
- Time and Energy
- Grassroots Organizing
- Mediation/Conflict Resolution
- Bi-Lingual Spanish, Japanese, Tagalog
- Bi-Cultural 20 yrs in India 2 in Manila, lived & travelled extensively in Asia
- Writing
- Research and Evaluation
- Parliamentarian

Other: Global vision, keen understanding of current diversity issues, great commitment.

Additional Comments: I am deeply committed to this cause & would be honored to serve on the Commission.
Thank You!

CHARU MANCHANDA
1809 SW 11TH AVENUE, #300
PORTLAND, OR 97201
(503) 725-7885

HIGHLIGHTS OF QUALIFICATIONS:

Took a marketing division out of the red and contributed over \$ 70,000 to profits in one year.

History of increasing sales.

Talent for organizing people to work as a dynamic team.

Outstanding networking and international skills.

Multilingual. Extensive foreign travel.

Strong background in international business.

Commits to and achieves organizations' goals.

WORK EXPERIENCE:

World Trade Center Portland (WTCP)
Director, Marketing & Membership

June 1989 - Present

- ◆ Created and managed the first marketing and membership systems resulting in 300 new members in one year.
- ◆ Acted as inter-agency liaison between the WTCP and national/international trade and resource organizations.
- ◆ Developed and conducted bimonthly marketing meetings for Oregon organizations as a forum to present WTCP services.
- ◆ Charged with being one of fourteen worldwide coordinators of WTCs' satellite computer communication network.
- ◆ International business consultant to over 300 member organizations. Issues from opening overseas markets to expanding them.
- ◆ Organized participation in key trade shows locally and internationally including the Goodwill Games Trade Show, 1990.
- ◆ Led the first trade mission from WTCP to Southeast Asia, April 1991. Included complete organization of mission details.
- ◆ Designed and published first WTCP membership directory.

IBM Philippines, LTD. Manila
International Marketing Specialist

June 1987-June 1989

- ◆ Coordinated and monitored application development activities among various project management teams.

- ◆ Conducted international market research and strategy studies to assess opportunities for Philippine software products.
- ◆ Interacted closely with various international agencies and industry leaders.
- ◆ Utilized major databases and databanks to gain international market information.

Best & Crompton Engineering, LTD. India
Marketing Executive

June 1986-June 1987

- ◆ Spearheaded team involved in launching India's first laptop computer.
- ◆ Liaisoned with national and international organizations to select the product best suited to the Indian market.
- ◆ Developed supply markets in Asia for other PC products.
- ◆ Accessed computer LANs and databases for market information.
- ◆ Planned product market strategy. Elements included design and launching of the advertising campaign, marketing and sales strategic plan and developing of marketing materials.

Education

- ◆ Masters in Business Management. Asian Institute of Management, (AIM) Manila. Harvard established school for 16 Asian countries. Selected despite strict requirements of minimum two years work experience. Merit Scholar and holder of tuition grant.
- ◆ Published a 300 page thesis on IBM's global strategy and industry positioning. Thesis bought by AIM and is presently taught as case studies to the graduate class.
- ◆ Bachelor in English Literature. Womens Christian College, Madras, India.

Business Community Involvement

- ◆ Board & Steering Committee Member: Southern Oregon International Trade Council.
- ◆ Board Member: International Advisory Council, Portland State University.
- ◆ Board Member: Northwest Pilot Project. A non-profit United Way agency.
- ◆ Subcommittee Chair: Investment committee, China Subcommittee, Portland Chamber of Commerce.
- ◆ Member of: WTC Portland. PNITA (Pacific Northwest International Trade Association). Portland and Beaverton Chambers of Commerce. OPB (Oregon Public Broadcasting). Oregon EdNet. Columbia River Economic Devt. Council. NASBITE (National Association of Educators), WITC (Willamette International Trade Council) Eugene.

References readily available.

MEETING DATE: SEPTEMBER 9, 1993

AGENDA NO: C-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Repurchase Contract to former owner.

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 MINUTES

DEPARTMENT: Environmental Services DIVISION: Facilities & Property Management

CONTACT: Larry Baxter TELEPHONE #: 248-3590

BLDG/ROOM #: 421/Second Floor

PERSON(S) MAKING PRESENTATION: Bob Oberst

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Request approval of a Repurchase contract #15759 to former contract purchaser.

Contract #15759 and Board Order attached.

On June 24, 1993 Agenda Item R17, Board permitted this repurchase.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Robert Oberst Betsy H. Willis

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

1993 AUG 25 AM 10:51
MULTI-COUNTY
OREGON
COUNTY CLERK/REGISTRAR

Sent Original Order 93-305 +
to Larry Baxter on 9-13-93.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Contract 15759)
for the Sale of Certain Real Property) ORDER 93-305
to)
ALBINA MINISTERIAL ALLIANCE)
)
)

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and that ALBINA MINISTERIAL ALLIANCE is the former owner thereof and has applied to the county to enter into a contract to repurchase said property for the amount of \$11,954.25, which amount is not less than that required by ORS 275.180; and that it is for the best interest of the county that said application be accepted and that said property be sold to said former owners for said amount;

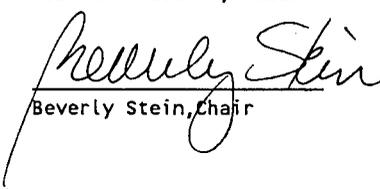
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners enter into a contract with ALBINA MINISTERIAL ALLIANCE for the sale of the following described real property situated in the County of Multnomah, State of Oregon:

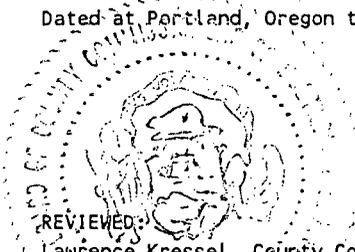
ALBINA
LOT 20, BLOCK 29

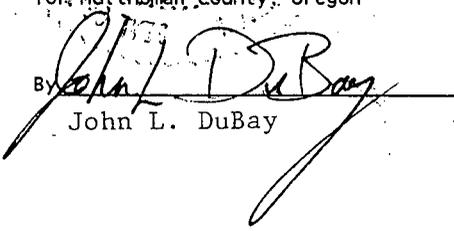
for the sum of \$11,954.25, payable as follows: \$1,195.43 in cash upon the execution of this agreement, and the balance in equal monthly installments of \$115.66 each, over a term of 180 months. Payments to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price accrued at the time of payment of each installment. Each payment to be first applied to interest to the date of payment, the balance to principal. Said contract to contain provisions requiring the purchaser to pay before delinquency all taxes thereafter assessed against said real property and to discharge before delinquency all municipal assessments and liens assessed thereon; to prevent the use of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, 1-14 and 22, or any "nuisance" as defined in ORS 105.555; comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property and prohibit and prevent any act or omission on or about the property that could subject the property of the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

Dated at Portland, Oregon this 9th day of September, 1993

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair


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


By John L. DuBay

Contract #15759

THIS AGREEMENT, made this 9th day of September, 1993 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and ALBINA MINISTERIAL ALLIANCE hereinafter called Purchaser; the County agrees to sell to Purchaser the property hereinafter described for the price and on the terms and conditions set forth below:

ALBINA LOT 20, BLOCK 29

A. Purchase Price.

Purchaser agrees to pay the sum of \$11,954.25, to be paid \$1,195.43 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than \$115.66 over a term of 180 months. Payment to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on August 15, 1993 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchaser shall have the privilege of prepayment without penalty.

B. Terms and Conditions.

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

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

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

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

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

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

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

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

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

C. Default

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

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

D. Tax Notice

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

PO BOX 11243 PORTLAND, OR 97211

E. Assignment

This contract cannot be assigned.

F. Conveyance of Title

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

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

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

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Chair

Cynthia J. Smith
ALBINA MINISTERIAL ALLIANCE



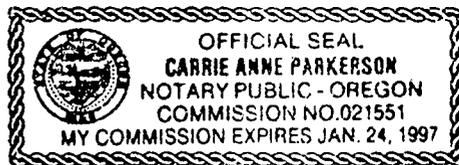
REVIEWED:
By Laurence Kressel
Laurence Kressel, County Counsel
of Multnomah County, Oregon

CONTRACT APPROVED:
By F. Wayne George
F. Wayne George, Director
Facilities & Property Management

STATE OF OREGON)
) SS
COUNTY OF MULTNOMAH)

On this 9th day of September, 1993, A.D., before me, a Notary Public in and for the county of Multnomah and State of Oregon, personally appeared BEVERLY STEIN, Multnomah County board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah Board of County Commissioners, and that said instrument to be the free act and deed of said County.

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



Carrie Anne Parkerson

Carrie Anne Parkerson
Notary Public for Oregon

My Commission Expires:
January 24, 1997

MEETING DATE: SEP 09 1993

AGENDA NO: C-3

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Amendment #1 to grant with Oregon Health Division

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes or less

DEPARTMENT: HEALTH **DIVISION:** _____

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

PERSON(S) MAKING PRESENTATION: Fronk

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Amendment to grant with Oregon Health Division for the FY 93-94 fiscal year. The amendment increases revenues to various programs. This is an annual grant that is subject to amendments during the year.

1993 AUG 21 PM 11:08
MULTI-COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

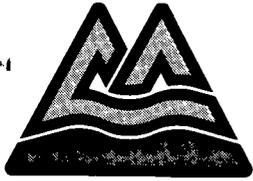
OR

DEPARTMENT MANAGER: Billie Adgaard

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63 *Originals sent to Herman Brane on 9-13-93.*



MULTNOMAH COUNTY OREGON



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

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

MEMORANDUM

TO: H.C. Miggins, Acting Chair of the Board
VIA: Bill Odegaard, Health Department Director
FROM: Tom Fronk, Health Department Business Services Manager
DATE: August 18, 1993
SUBJECT: FY '94 Budget Revision #1 for Grant With the Oregon Health Division

Retroactive: The changes included in revision #1 of the Oregon Health Division grant initiated by the state are effective upon the Board's ratification of the revision. The county received the revision in August 1993, but the state requires that any changes reflect the entire grant period July 1, 1993 to and including June 30, 1994.

Recommendation: The Health Department recommends County Chair approval and Board ratification of the attached revision #1 to the Oregon Health Division grant to Multnomah County for FY '93-94.

Analysis: The revision provides for revenue adjustments:

Family Planning	\$ 1,855
WIC	90
Seroprevalence	21,489
Perinatal Substance Abuse	1,046
AIDS Minority Outreach	68,325
Breastfeeding Promotion	10,000
Refugee TB	36,962
Childhood Lead Screening	129,996
Total	\$269,763

The total award is \$4,790,779 with the amendment.

Background: The Oregon Health Division grant is subject to revisions during the course of the year. Changes initiated by the state reflect changes in the projections of the level of federal funding received by the state.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 200724

Amendment # 1

MULTNOMAH COUNTY OREGON

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-3</u> DATE <u>9/9/93</u> <u>Carrie A. Parkerson</u> BOARD CLERK</p> <p>REVENUE</p>
--	--	---

Department HEALTH Division _____ Date _____

Contract Originator Brame Phone x2670 Bldg/Room 160/2

Administrative Contact Fronk Phone x4274 Bldg/Room 160/7

Description of Contract FY94 grant revision #1 reflecting an increase in program funding.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Oregon Health Division
 Mailing Address 800 N.E. Oregon St. #21
Portland, Oregon 97232
 Phone 731-4029
 Employer ID# or SS# N/A
 Effective Date July 1, 1993
 Termination Date June 30, 1994
 Original Contract Amount \$ 4,521,016
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ 269,763
 Total Amount of Agreement \$ 4,790,779

(Carol Allen)
 Remittance Address _____
 (If Different) _____
 Payment Schedule _____ Terms _____
 Lump Sum \$ _____ Due on receipt
 Monthly \$ _____ Net 30
 Other \$ _____ Other _____
 Requirements contract - Requisition required.
 Purchase Order No. _____
 Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:
 Department Manager Billi Odegaard
 Purchasing Director _____
 (Class II Contracts Only)
 County Counsel [Signature]
 County Chair / Sheriff [Signature]
 Contract Administration _____
 (Class I, Class II Contracts Only)

Encumber: Yes No
 Date 8/23/93
 Date _____
 Date 8-26-93
 Date 9/9/93
 Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015	var			var				\$269,763	
02.											
03.											

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

OREGON HEALTH DIVISION

The following is a list of the titles of assurances with which grantees must agree to comply if they accept state and federal funds administered by the Oregon Health Division. The detailed assurances are located under these titles in the Resource Manual for Grant Programs provided to each grantee. The Common Program Assurances and Fiscal Assurances are required for all programs; the Program-Specific Assurances are required for individual grant programs. Your signature on this document is evidence that you have read and agreed to comply with the required assurances.

ASSURANCES

Common Program Assurances

Fiscal Assurances

Program Specific Assurances:

- HIV/AIDS Prevention Block Grant
- HIV Seropositive Wellness Program (SWP)
- HIV Family of Seroprevalence Surveys
- HIV Surveillance Activities in Multnomah County
- HIV Care Consortia
- AIDS Minority Outreach
- STD Control Program Multnomah and Jackson Counties
- Tuberculosis Outreach
- TB General Case Management and Epidemiology
- Drinking Water Program
- Maternal and Child Health/Perinatal
- Women and Children's Health Data Project
- High Risk Infant Monitoring and Follow-Up
- School Based Health Clinics
- Family Planning
- Rural Oregon Minority Prenatal Project
- Immunization
- Women, Infants and Children Program
- State Support for Public Health

The undersigned agrees to comply with the above assurances which are in effect during the time of the grant period.

TO BE COMPLETED BY THE HEALTH DIVISION:

TO BE COMPLETED BY THE GRANTEE:

Approved by:

Approved by:

Manager, Community Services

MULTNOMAH COUNTY
Local Agency Name

Manager, Fiscal Services

By:

Administrator, Health Division

Beverly Stein

Authorized County or Agency Officer
and Title

Date _____

Beverly Stein, Chair
Date September 9, 1993

3/8/93

REVIEWED
LAURENCE KRESSEL, County Counsel for
Multnomah County, Oregon

By *Laurence Kessel*

Date 8-26-93

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # 23 DATE 9-9-93
Carrie A. Kulkarni
BOARD CLERK

**State of Oregon
OREGON HEALTH DIVISION
Department of Human Resources
NOTICE OF GRANT AWARD**

1) Grantee Name: Multnomah Co. Community Health Street: 426 S. W. Stark St.-7th Floor City: Portland State: OR Zip Code: 97204	2) Issue Date 8/9/93	This Action REVISION #1
3) Award Period From 07/01/93 Through 06/30/94		

4) OSHD Funds Approved	Program Manager Approval	Previous Award	Increase/ (Decrease)	New Grant Award
State Support for Public Health		387,200	0	387,200
Family Planning		343,784	1,855	345,639 (d) (e)
Central Drug Purchasing		515,866	0	515,866 (f)
MCH		362,395	0	362,395 (a)
Perinatal		95,934	0	95,934 (a) (b)
Babies First		71,668	0	71,668 (a) (c)
WIC		1,441,213	90	1,441,303
WATER		6,000	0	6,000
TB-Case Management		46,854	0	46,854
STD/VD		181,852	0	181,852
Seropositive Wellness		75,600	0	75,600
AIDS Surveillance		54,000	0	54,000

5) Remarks:

The amounts cited in item 4 of this award are provisional and subject to adjustments when the FFY94 appropriation is enacted and Oregon receives its allocation. Any adjustments to these amounts will be reflected in subsequent grant awards.

- (a) Combined MCH / Perinatal / Babies First is \$ 529,997
- (b) Perinatal must be at least \$95,934 including perinatal outreach of \$11,443
- (c) Babies First! must be at least \$71,668
- (d) Includes community education/outreach of \$33,800 and teen/high risk services of \$14,446
- (e) Excludes Drug Account of \$78,824
- (f)

ADMIN	81134
DRUG RES	20,000
DRUGS	414,732

6) Capital Outlay Requested in This Action

Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$1,000 and a life expectancy greater than one year.

PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

OREGON HEALTH DIVISION

The following is a list of the titles of assurances with which grantees must agree to comply if they accept state and federal funds administered by the Oregon Health Division. The detailed assurances are located under these titles in the Resource Manual for Grant Programs provided to each grantee. The Common Program Assurances and Fiscal Assurances are required for all programs; the Program-Specific Assurances are required for individual grant programs. Your signature on this document is evidence that you have read and agreed to comply with the required assurances.

ASSURANCES

Common Program Assurances

Fiscal Assurances

Program Specific Assurances:

- HIV/AIDS Prevention Block Grant
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- HIV Family of Seroprevalence Surveys
- HIV Surveillance Activities in Multnomah County
- HIV Care Consortia
- AIDS Minority Outreach
- STD Control Program Multnomah and Jackson Counties
- Tuberculosis Outreach
- TB General Case Management and Epidemiology
- Drinking Water Program
- Maternal and Child Health/Perinatal
- Women and Children's Health Data Project
- High Risk Infant Monitoring and Follow-Up
- School Based Health Clinics
- Family Planning
- Rural Oregon Minority Prenatal Project
- Immunization
- Women, Infants and Children Program
- State Support for Public Health

The undersigned agrees to comply with the above assurances which are in effect during the time of the grant period.

TO BE COMPLETED BY THE HEALTH DIVISION:
Approved by:

TO BE COMPLETED BY THE GRANTEE:
Approved by:

Manager, Community Services

MULTNOMAH COUNTY

Local Agency Name

Manager, Fiscal Services

By: *Beverly Stein*

Authorized County or Agency Officer
and Title
Beverly Stein, Chair

Administrator, Health Division

Date September 9, 1993

Date _____

3/8/93

REVIEWED
LAURENCE KRESSEL, County Counsel for
Multnomah County, Oregon
By *[Signature]*
Date 8.26.93

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # 13 DATE 9-9-93
[Signature]
BOARD CLERK

State of Oregon
OREGON HEALTH DIVISION
 Department of Human Resources
NOTICE OF GRANT AWARD

1) Grantee Name: Multnomah Co. Community Health Street: 426 S. W. Stark St.-7th Floor City: Portland State: OR Zip Code: 97204	2) Issue Date 8/9/93	This Action REVISION #1
3) Award Period From 07/01/93 Through 06/30/94		

4) OSHD Funds Approved	Program Manager Approval	Previous Award	Increase/ (Decrease)	New Grant Award
Seroprevalance		95,260	21,489	116,749
TB Outreach		69,582	0	69,582
Substance Abuse Survey		25,831	0	25,831
Perinatal Substance Abuse		262,425	1,046	263,471 (i)
HIV Care Consortia		119,933	0	119,933
School Based Clinic		58,680	0	58,680 (h)
AIDS - Minority Outreach		22,775	68,325	91,100
HIV Prevention Block Grant Program		284,164	0	284,164 (g)
Breastfeeding Promotion		0	10,000	10,000
Refugee TB		0	36,962	36,962
Childhood Lead Screening		0	129,996	129,996
TOTAL		4,521,016	269,763	4,790,779

5) Remarks:

The amounts cited in item 4 of this award are provisional and subject to adjustments when the FFY94 appropriation is enacted and Oregon receives its allocation. Any adjustments to these amounts will be reflected in subsequent grant awards.

(g) A minimum of \$90,000 will be used for focussed outreach to gay/bisexual men.

(h) \$29,340 Jefferson; \$29,340 Grant

(i) Includes \$200 for faciliation of Statewide Alliance and \$846 for travel.

6) Capital Outlay Requested in This Action

Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equi ment with a purchase price in excess of \$1,000 and a life expectancy greater than one year.

PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

MEETING DATE: SEP 09 1993

AGENDA NO: R-1

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: PROCLAMATION

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: September 9, 1993

Amount of Time Needed: 5 minutes

DEPARTMENT: Nondepartmental DIVISION: County Chair's Office

CONTACT: Delma Farrell TELEPHONE #: X-3308
BLDG/ROOM #: 106/1410

PERSON(S) MAKING PRESENTATION: John Cowley, Director of Development
Black United Fund of Oregon

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

PROCLAMATION in the Matter of Proclaiming September 9, 1993 as Black United Fund of Oregon Day

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 SEP - 1 AM 10:35

SIGNATURES REQUIRED:

ELECTED OFFICIAL: *Dorothy Steiner*

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63 *Original Proclamation 93-306 given to Mr. Priestly on 9-9-93.*

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Proclaiming)
September 9, 1993 as BLACK UNITED) PROCLAMATION
FUND OF OREGON DAY in Multnomah) 93-306
County, Oregon)

WHEREAS September 9, 1993 marks the beginning of the Black United Fund of Oregon's annual fundraising campaign; and

WHEREAS the Black United Fund of Oregon assists in the social and economic development of Oregon's disadvantaged communities and increases the cultural awareness of all Oregonians; and

WHEREAS, the Black United Fund of Oregon initiates programs to address unmet needs in low-income communities; and

WHEREAS, the Black United Fund of Oregon has a history of assisting nonprofit organizations working in the vital areas of education, employment, social justice, economic development, health care and the arts.

NOW THEREFORE, the Multnomah County Board of Commissioners Proclaim September 9, 1993 to be BLACK UNITED FUND OF OREGON DAY, and ask all citizens to support their efforts to improve the quality of life for all Oregonians.

PROCLAIMED this 9th day of September, 1993.



MULTNOMAH COUNTY, OREGON

Beverly Stein

Beverly Stein
Multnomah County Chair

BUDGET MODIFICATION NO.

NOND #02

(For Clerk's Use) Meeting Date
Agenda No.

SEP 09 1993

R-2

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT Nondepartmental

DIVISION Chair

CONTACT Ching Hay

TELEPHON X 6672

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

SUGGESTED

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

This budget modification changes the indirect cost rate for Nondepartmental from 3.55% to 1.92%, as specified in the Indirect Cost Rate Agreement.

(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 indirect cost rate was recalculated and was changed for 1993-94. However, the adopted budget for Nondepartmental did not reflect this revised rate. This budget modification corrects that omission.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

General Fund is reduced by a net amount of \$1,052 due to reduced indirect cost revenue.

1993 AUG 26 10 51 AM
CLERK'S OFFICE
CITY OF PORTLAND

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

<u>General</u>	Fund Contingency before this modification (as <u>8-26-93</u>)	<u>3,551,665</u>
	Date	
	After this modification	<u>\$3,550,018</u>

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

Ching Hay *8-26-93* *Beverly Steis* *8/30/93*
Chris A. Parkerson *9-9-93*

Sent Original to Ching Hay on 9-13-93.

EXPENDITURE

TRANSACTION EB GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY 93-94

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
										0		
NOND 02	C	156	50	6901			7100	5,424	3,777	(1,647)		INDIRECT COST
NOND 02	C	156	50	9365			7100	2,508	1,456	(1,052)		INDIRECT COST
NOND 02	C	156	50	9365			6110	67,492	68,544	1,052		PROFESSIONAL SERVICES
										0		
NOND 02	C	100	50	6901			7608	110,631	108,984	(1,647)		CASH TRANSFER TO FED/STATE FUND
										0		
NOND 02	C	100	45	9120			7700			(1,052)		CONTINGENCY
										0		
										0		
										0		
										0		
										0		
TOTAL EXPENDITURE CHANGE										(4,346)	0	

REVENUE

TRANSACTION RB 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
										0		
NOND 02	C	100	45	7410			6602		(2,699)	(2,699)		SVS REIMB FROM FED/STATE FUND
NOND 02	C	156	50	6900			7601	110,631	108,984	(1,647)		CASH TRANSFER FROM GENL FUND
NOND 02	C	156	50	9365						0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
TOTAL REVENUE CHANGE										(4,346)	0	

MEETING DATE: SEP 09 1993

AGENDA NO: R-3

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request for approval of Notice of Intent

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: September 9, 1993

Amount of Time Needed: 2 minutes

DEPARTMENT: Nondepartmental DIVISION: Commissioner Dan Saltzman

CONTACT: Mark Wiener TELEPHONE #: 248-5137
BLDG/ROOM #: 106/1500

PERSON(S) MAKING PRESENTATION: Commissioner Dan Saltzman

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Commissioner Saltzman requests Board approval of a Notice of Intent to file a grant application with the Meyer Memorial Trust. The grant is a request for \$135,000 to fund a Director of Entrepreneurial Activities for the Multnomah County Library for two years.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Don Saltzman

OR

DEPARTMENT MANAGER: _____

FILED IN
COUNTY CLERK'S OFFICE
1993 SEP - 1 AM 11:56
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COMMISSIONER DAN SALTZMAN

**RE: NOTICE OF INTENT TO APPLY FOR \$135,000 GRANT FROM THE MEYER
MEMORIAL TRUST**

DATE: SEPTEMBER 9, 1993

This memo is submitted in compliance with the Notice of Intent procedures established by the Chair on October 19, 1993.

GRANT REQUIREMENTS AND GOALS

Meyer Memorial Trust awards General Purpose Grants to support projects related to arts and humanities, education, health, social welfare and a variety of other activities. This grant is a request to the Trust for funding the salary and benefit costs of a Director of Entrepreneurial Activities within the Multnomah County Library. The creation of this position is in accord with one of the principle recommendations of the Final Report of the Library Entrepreneurial Initiatives Team. That report also recommended the pursuit of private resources to initially fund the position.

The goal of the grant is to establish a program of entrepreneurial activities within the Multnomah County Library, as outlined by that report.

GRANTING AGENCY

Meyer Memorial Trust, 1515 S.W. Fifth Avenue, Portland, Oregon 97201.

GRANT FUNDING

The request is for a one time only grant of \$135,000, to be used over a two year period.

FILING TIMELINES

The Meyer Memorial Trust specifies no filing deadlines for its General Purpose Grants. It is anticipated that the grant will be prepared no later than September 15, 1993.

MEETING DATE: SEP 09 1993

AGENDA NO: R-4

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Resolution establishing Library Enterprise Fund

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: September 9th 1993

Amount of Time Needed: 15 Minutes

DEPARTMENT: non-departmental **DIVISION:** Com, Dan Saltzman

CONTACT: Mark Weiner **TELEPHONE #:** 248-5137
BLDG/ROOM #: 106/1500

PERSON(S) MAKING PRESENTATION: Dan Saltzman

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Establishing a dedicated fund to receive funds derived from entrepreneurial activities within the Multnomah Co. Library. Pursuant to the recommendation of the LEIT, funds from the Library Entrepreneurial Fund will be used for material acquisition increasing branch hours and funding entrepreneurial activities.

1993 SEP - 1 AM 11:57
MULTNOMAH COUNTY
BOARD OF
COUNTY COMMISSIONERS
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Don Saltzman

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63 *Copy of Resolution 93-307 sent to Mark Weiner + Ginnie Cooper on 9-13-93.*

PLEASE PRINT LEGIBLY!

MEETING DATE 9/9/93

NAME MATT BUCKINGHAM

ADDRESS Z NW 2ND AVE

STREET PORTLAND 97209

CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-3, R-4

SUPPORT OPPOSE X
SUBMIT TO BOARD CLERK

PLEASE PRINT LEGIBLY!

MEETING DATE 9-9-93

NAME Penny L. Buttke

ADDRESS 4223 SW Melville Ave

STREET Portland OR 97201

CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # Library
R-3 + R-4

SUPPORT X OPPOSE
SUBMIT TO BOARD CLERK

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

In the Matter of Creating the Library Enterprise)
Fund and Establishing Guidelines for)
Receipts and Disbursements) **RESOLUTION**

WHEREAS funds available to the Multnomah County Library are insufficient to sustain an appropriate level of service to the citizens of Multnomah County; and,

WHEREAS that insufficiency is expressed in the level of materials acquisition and number of hours that branches are open and available to the public; and,

WHEREAS in partial response to this situation the Board of County Commissioners appointed the Library Entrepreneurial Initiatives Team to investigate sources of non-tax revenues for the operation of the Library; and,

WHEREAS that Team produced a Final Report which was accepted by the Board of County Commissioners on June 24, 1993; and,

WHEREAS the Library Board reviewed that Report and formally supported its principal recommendations on August 17, 1993; and

WHEREAS the Board of County Commissioners supports the basic recommendation that the Multnomah County Library embark upon a program of entrepreneurial activities as suggested by the Library Entrepreneurial Initiatives Team; and,

WHEREAS the Library Entrepreneurial Initiatives Team recommended the establishment of a dedicated fund into which revenues from entrepreneurial activities will be placed and from which materials acquisition, expanded branch hours and entrepreneurial activities will be funded.

NOW, THEREFORE, BE IT RESOLVED, That,

1. There is hereby created a Library Enterprise Fund;
2. The fund shall consist of all revenues, excluding intergovernmental agreements, internal service reimbursements, and fines imposed on cardholders, received from the following: entrepreneurial activities that generate fees for services provided directly by the Multnomah County Library, including the "Title Wave" book store; fees paid to the library for doing business on library premises or using library resources; fees paid by for the right to advertise on library premises, in library materials, or using the name of the library. In the event that fee generating activities are taking place as of July 1, 1993, only incremental increases after that date shall be deposited in the fund.

3. The fund shall be dedicated solely for library improvement or enhancement purposes; it shall supplement, not replace, general fund support for the library until such time as the Board of County Commissioners determines that the library has reached an adequate level of service to the public.

4. In accord with the above-stated purpose, the fund shall be used solely for the activities and materials specified herein or added hereto by further action of the Board: library materials acquisition, operating expenses directly connected to increasing branch hours, staff support for library entrepreneurial activities as described above and capital investments that facilitate or implement such activities.

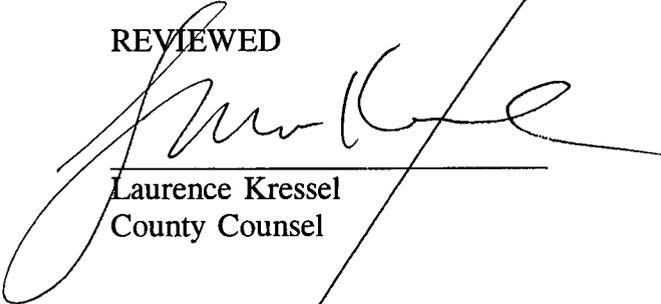
5. The Finance Director is authorized to develop and maintain procedures to implement this fund consistent with County policy as expressed by this resolution and according to generally accepted accounting principles. Notification of changes to the operation of the fund will be made to the Board of County Commissioners.

ADOPTED this _____ day of _____, 1993.

BOARD OF COUNTY COMMISSIONERS FOR
MULTNOMAH COUNTY, OREGON

By _____
Beverly Stein, Chair
Multnomah County, Oregon

REVIEWED



Laurence Kressel
County Counsel



MEMORANDUM

TO: Commissioner Dan Saltzman
FROM: Ginnie Cooper, *Ginnie* Director of Libraries
DATE: September 8, 1993
SUBJECT: Library matters on the agenda for Thursday's BCC meeting

Thank you for giving me an opportunity to review the resolution you've proposed establishing the library's enterprise fund, and I understand we also have an opportunity to comment on the grant request you are making to the Meyer Memorial Trust for funds to support the Library's Marketing Director.

I will not be able to attend the Commission meeting on Thursday because of a previously scheduled meeting. I hope you and others will know of my strong support for the resolution and notice of intent to file the grant application despite the fact that I won't be at the meeting.

Please let me know if you need any additional information.

GC:rg

c:\wp51\memo\saltzman.908

DOES IT PAY to protect farmland and open space? A 24-page handbook published by the American Farmland Trust encourages communities to take another look at the numbers to determine the demand for services based on different types of land use. *Is Farmland a Community Investment? How to Do a Cost of Community Services Study* says that residential development almost always costs more in services than it provides in revenues, whereas farmland contributes about three times as much as it gets back. Copies are available for \$10 from the American Farmland Trust, 1920 N St. N.W., Suite 400, Washington, DC 20036. Phone 202-659-5170.

BEYOND 10-CENT FINES: In Multnomah County, Oregon, a Library Entrepreneurial Initiatives Team was formed to investigate ways of raising non-tax revenues for the library's operation. The group examined a wide range of potential money-making ideas and outlined the benefits and controversies of each proposal. Among them: allowing advertising flyers and discount coupons to be inserted into loaned books, setting up an "affinity charge card" arrangement with a bank, and providing customized fee-based research services to businesses. For a copy of the final report, contact Mark Wiener, County Commission Office, 1120 S.W. 5th Ave., Suite 1500, Portland, OR 97204. Phone 503-248-5220.

DESPITE GOOD INTENTIONS, government programs often fall far short of their goals because more attention is devoted to policy than process. Nowhere is this more true, says Robert P. Nathan, than in the area of welfare reform. His book, *Turning Promises into Performance: The Management Challenge of Implementing Workfare*, looks at how successful five states have been in providing training, child care and jobs under the federal Family Support Act of 1988. Contact: Columbia University Press, 136 S. Broadway, Irvington, NY 10533. Phone 914-591-9111. Cost is \$15.

AS THE AGE GROUP most likely to die in accidents, teenagers represent an important and largely untapped pool of potential organ donors. Starting this fall, Indiana high schools must offer instruction in their health courses about the procedures for participating in the state's human organ and blood donor programs. Lessons will center around videos and guest speakers who are transplant recipients or their family members. Contact: Marti Pfeiffer, Coordinator of Public Information, Indiana Organ Procurement, 4630 W. Jefferson St., Unit 7A, Fort Wayne, IN 46804. Phone 219-436-6023.

LEAVE A MESSAGE FOR KOJAK: The New York Police Department is in the process of evaluating a new call-processing/voice-mail system that eliminates the precinct switchboard operator. The system, which has been tested in three of the department's 75 precincts, enables callers with a touch-tone phone to choose from a menu of police services. Officials hope the new setup will cut down the load for 911, which handled 9.3 million calls last year, many for non-emergencies. Contact: Suzanne Trazoff, Public Information Division, 1 Police Plaza, New York, NY 10038. Phone 212-374-6700.

LEIT REPORTS SENT SORTED BY STATE

Name & Title	Business	Address:			
Scott F McCleary	Mayor's Office	44 E Downer Pl	Aurora	IL	60507
Linda Eastep		6 Mishawaka Dr	Rochester	IL	62563
Darlana T Breetz Director Field Services Division	Kentucky Dept for Libraries & Archives	300 Coffee TreeRd PO Box 537	Frankfort	KY	40602-0537
Valerie Meyerson	The Wixom Public Library	49015 Pontiac Trail	Wixom	MI	48393
Michael J Moquin Assistant Attorney General	State of Michigan	Plaza One 3rd Flr	Lansing	MI	48909
Chuck Swanson	Washington Co Government Ct	14900 61st North	Stillwater	MN	55082
Yvette Ayers	Missouri Library Board	HCR 6, Box 435	Reeds Spring	MO	65737
Bill Carpenter Director Public Library	Billings Library	510 N Broadway	Billings	MT	59101
Wayne Smith Office of the Mayor	Town Hall		Irvington	NJ	07111
Ken Homan Principal Auditor	Ofc of Co Administrator	Camden County Court House	Camden	NJ	08101
Raymond S Lawson JR REstGeneral Manager of Electric Utility	City of Vineland	7th & Wood Sts	Vineland	NJ	08360-3883
Steven D Zink Interim Dean of Libraries	University of Nevada		Reno	NV	89557-0044

LEIT REPORTS SENT SORTED BY STATE

Name & Title	Business	Address:		
John Adams	County Librarian	1501 Saint Andrew Pl	Santa Ana	CA 92705
Bonnie Blacklaw Reference Department	Dr. MLK, Jr. Main Library	180 W San Carlos	San Jose	CA 95113
Martin H Berliner Town Manager	Town of Mansfield	4 South Eagleville Road	Mansfield	CT 06268
Alison Meason	Legislative Council	Council of the District of Columbia	Washington	DC 20004
Michael G Stearman City Manager	City of Eustis	PO Drawer 68	Eustis	FL 32727-0068
Carrie Brown	C/O Budget Office	115 S Andrews Ave Rm 404	Ft Lauderdale	FL 33301
Judy Smith	Lake County Library System	2040 Lee St	Fort Meyers	FL 33901
Wilma Hall	Cobb County Finance Dept	100 Cherokee St Suite 400	Marietta	GA 30090-9610
Ralph Rosenberg		1202 Northwestern	Ames	IA 50010
Gerry Pecinovsky		1535 S 16th Ave West	Newton	IA 50208
Senator Chris Lawson		PO Box 111	Geneva	IL 60134
John Manahan	Village Manager	200 Forest Blvd	Park Forest	IL 60466

LEIT REPORTS SENT SORTED BY STATE

Name & Title	Business	Address:		
Brian Oakley Analyst	Town of Smithtown	758 Smithtown By-Pass	Smithtown	NY 11787-5004
Christopher Sandor	NY State Senator Owen Johnson Rm 310 LOB		Albany	NY 12247
Thomas Mundra		10434 Main St	North Collins	NY 14111-0282
Sue Stokes	Grandview Heights Public Library	1685 W 1st Ave	Columbus	OH 93212
Susan C McVey Adminisitrative Librarian	Oklahoma Dept of Libraries	200 Northeast 18th St	Oklahoma City	OK 73105
Howard J Grossman AICP Executive Director	EDCNP	1151 Oak Street	Pittston	PA 19640-3795
William E Kenney Accountant	City of Warwick	925 Sandy Lane	Warwick	RI 02886
Colleen Schmidt	Assistant Finance Officer	300 6th St	Rapid City	SD 57701
Elizabeth Crabb	NE Texas Library System	625 Austin St	Garland	TX 75040
Linda L Longenberger Watauga Parks and Recreation	City of Watauga	7101 Whitley Rd	Watauga	TX 76148
Bill Wing	Utah Geological Survey	2363 S Foot Hill Dr	Salt Lake City	UT 84109
Richard Darr		Route 2 Box 244-B	Lovettsville	VA 22080

LEIT REPORTS SENT SORTED BY STATE

Name & Title	Business	Address:		
Bill Whitesides		11th St at Capitol Square	Richmond	VA 23219
Dennis Garnett Computer Systems Senior Engineer	Commonwealth of Virginia, Dept of InfoTech	110 South 7th St 4th Flr	Richmond	VA 23219
Stephen A Boruchowitz	Shadywood Homeowners Assoc	2135 Agate Court SE	Lacey	WA 98503
Paul Sullivan	Ellensburg City Attorney	109 E Third Suite 2	Ellensburg	WA 98926
Dennis Melvin	City Administrator	1115 S Main St	West Bend	WI 53095

increase of those fees received between the dates of December 1, 1993 and December 1, 1994, shall be deposited in the fund. Revenues generated by the "Title Wave" bookstore are excluded from this provision.

3. The fund shall be dedicated solely for library improvement or enhancement purposes; it shall supplement, not replace, general fund support for the library until such time as the Board of County Commissioners determines that the library has reached an adequate level of service to the public.

4. In accord with the above-stated purpose, the fund shall be used solely for the activities and materials specified herein or added hereto by further action of the Board: library materials acquisition, operating expenses directly connected to increasing branch hours, staff support for library entrepreneurial activities as described above and capital investments that facilitate or implement such activities.

5. The Finance Director is authorized to develop and maintain procedures to implement this fund consistent with County policy as expressed by this resolution and according to generally accepted accounting principles. Notification of changes to the operation of the fund will be made to the Board of County Commissioners.

ADOPTED this 9th day of September, 1993.



BOARD OF COUNTY COMMISSIONERS FOR
MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Chair
Multnomah County, Oregon

REVIEWED

Laurence Kressel
County Counsel

Meeting Date: SEP 09 1993

Agenda No: R-5

(Above space for Board Clerk's Office Use ONLY)

AGENDA PLACEMENT FORM

Subject: *Notice of Intent for a federal grant from the Administration on Aging*

BOARD BRIEFING Date Requested:
 Amount of time:

REGULAR MEETING Date Requested:
 Amount of time: 5 minutes

DEPARTMENT: Social Services

DIVISION: Aging Services

CONTACT: Sherry Willmschen

TELEPHONE: 248-3620

BLDG/RM #: 161/3rd floor

PERSON(S) MAKING PRESENTATION: Gary Nakao/Jim McConnell

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Aging Services Division requests approval to apply for grant from the federal Department of Health and Human Services, Administration on Aging to develop and implement a Supportive Services in Federally Assisted Housing Demonstration Project.

The proposed grant seeks \$100,000 a year for a 2 year period to initiate services for an estimated 50 frail low-income elderly to enable them to stay longer at home or in federally assisted housing. A major goal of the project is to maximize resources by pooling and coordinating resources in order to offer a more comprehensive array of services than would otherwise be available to individual clients. Part of the focus will be on the development and implementation of a minority outreach and supportive services model in several Multnomah County housing developments.

Other major participants are the State Senior and Disabled Services Division to provide resources for the direct services, Multnomah County's Housing and Community Development Division's through the "No Place Like Home" project which will receive ongoing support and enhancement from grant funds, and Clackamas County as a service location.

A 10% match is required. This can be met by in-kind staff support from currently existing County staff.

The application is due by September 17, 1993.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
OR
DEPARTMENT MANAGER: Gary Nakao

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

MULTNOMAH COUNTY
OREGON
1993 SEP 30 10:11 AM
CLERK OF BOARD OF
COUNTY COMMISSIONERS



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
AGING SERVICES DIVISION
AREA AGENCY ON AGING
421 S.W. 5TH, 3RD FLOOR
PORTLAND, OREGON 97204
SENIOR HELPLINE: (503) 248-3646 ADMINISTRATION: 248-3620
TDD: 248-3683 FAX: 248-3656

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

MEMORANDUM

TO: Beverly Stein, Chair
Board of County Commissioners

VIA: Gary Nakao, Director *Gary Nakao*

FROM: Jim McConnell, Director *Jim M'Connell (M)*

DATE: August 23, 1993

SUBJECT: NOTICE OF INTENT: ADMINISTRATION ON AGING GRANT REQUEST

Recommendation: The Aging Services Division recommends approval to apply for a grant from the federal Department of Health and Human Services, Administration on Aging. The grant is for a Supportive Services in Federally Assisted Housing Demonstration Project, with an estimated beginning on January 1, 1994 as described below.

Analysis: The Aging Services Division seeks to apply for \$100,000 per year for a two year period. The purpose of the grant is to provide services to keep frail older people in their own homes or in public housing instead of moving to an institutional setting. The first year services would be put in place for an estimated 50 low-income frail older people.

The grant would be operated in conjunction with Clackamas County and the State Senior and Disabled Services Division. State funds would be used to cover the costs of the direct services needed. Grant funds would pay for a project coordinator in Multnomah County to set up service teams, to develop and implement a minority outreach and supportive services model, and develop an alcohol and drug project to serve frail elders through resident education, resident initiated support services and building staff education and intervention. An estimated \$30,000 of the grant is to support the ongoing efforts of the "No Place Like Home", a current project which is developing resident empowerment and resident manager training. The "No Place Like Home" program is operated by County Housing and Community Development Division in conjunction with the Aging Services Division.

The grant requires a 10% local match which can be met by in-kind staff support from currently existing County staff.

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR September 2, 1993 (Date)
DEPARTMENT DES DIVISION Animal Control
CONTACT Mike Oswald TELEPHONE x4056
*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Mike Oswald

SUGGESTED

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

Reorganization of the Animal Control Division's Shelter Services Program without change in total adopted Personnel Budget for the program.

(Estimated Time Needed on the Agenda)

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

PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This Budg Mod reorganizes the Animal Control Division's Shelter Services program. It will eliminate the exempt Animal Care Supervisor position and redistributes the allocation in the following manner:

- Add one Animal Care Tech position and one Office Assistant position.
- Reclass the current Animal Care Tech-Lead position to an Operations Supervisor.

All of these personnel changes are accomplished with no increase in the total Personnel Services budget within the Shelter Services program.

The adopted FY 93-94 Animal Control budget eliminated one office assistant position, while at the same time expanded Shelter hours open to the public, one additional day each week. These personnel changes are needed to handle the increase in customer service workloads at the shelter when we expanded shelter hours to open Sundays. This Bud Mod will lay-off the exempt incumbent in the Animal Care Supervisor position (voluntary lay-off), instead of laying-off the incumbent in the Office Assistant position.

OREGON
SEP 10 1993
COUNTY

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

No revenue impact.

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

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

Originated By	Date	Department Manager	Date
		<i>Betsy H. Williams</i>	8/21/93
Budget Analyst	Date	Personnel Analyst	Date
<i>Sharon Caldwell</i>	8/25/93	<i>Donald H. Hensley</i>	8/24/93
Board Approval	Date		
<i>Carrie A. Parker</i>	9-9-93		

999E/11 Sent Original to Sharon Caldwell 9-13-93.

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

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub-Total	Description
		100	030	5830		PERM	5100	331,831	328,251	(3,580)	(3,580)	
		100	030	5830		FRINGE	5500	94,750	95,464	714	(2,866)	
		100	030	5830		INS	5550	60,541	63,407	2,866	0	
		400	050	7531			6520			2,866		Insurance Fund

//////
 TOTAL EXPENDITURE CHANGE 0 TOTAL EXPENDITURE CHANGE

REVENUE TRANSACTION RB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY _____

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Revenue Source	Current Amount	Revised Amount	Change Increase (Decrease)	Sub-Total	Description
		400	050	7040			6601			2,866		Insurance Fund

//////
 TOTAL REVENUE CHANGE 0 TOTAL REVENUE CHANGE

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

FTE Increase (Decrease)	POSITION TITLE	Annualized			
		BASE PAY Increase (Decrease)	Increase (Decrease) Fringe	Ins.	TOTAL Increase (Decrease)
(1.0)	Animal Care Supervisor	(45,157)	(12,165)	(3,919)	(61,241)
1.0	Animal Control Office Assistant	19,925	5,368	2,442	27,735
1.0	Animal Care Technician	20,817	6,700	3,480	30,997
(1.0)	Animal Care Technician - Lead	(27,353)	(7,370)	(5,017)	(39,740)
1.0	Operations Supervisor	28,188	8,181	5,880	42,249
1.0	TOTAL CHANGE (ANNUALIZED)	(3,580)	714	2,866	0

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts being changed by this Bud Mod.)

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	Current FY			
		BASE PAY Increase (Decrease)	Increase (Decrease) Fringe	Ins.	TOTAL Increase (Decrease)
(.75) FTE	Eliminate: Animal Care Supervisor Effective September 15, 1993	(33,867)	(9,124)	(2,939)	(45,930)
(.75) FTE	Eliminate: Animal Care Tech. - Lead Effective September 15, 1993	(20,515)	(5,527)	(3,763)	(29,805)
.75 FTE	Add: Office Assistant Effective September 15, 1993	14,944	4,025	1,831	20,800
.75 FTE	Add: Operations Supervisor Effective September 15, 1993	21,141	6,136	4,410	31,687
.75 FTE	Add: Animal Care Technician Effective September 15, 1993	15,613	5,025	2,610	23,248

REQUEST TO CREATE/RECLASSIFY A POSITION

1. List the proposed duties of the position (please do not copy from the class specification):
 - a. Supervise Animal Care Techs and Animal Health Techs engaged in the care of animals housed at the Division's Animal Shelter.
 - b. Coordinate building maintenance and repair.
 - c. Supervise the Animal Euthanasia program.
 - d. Perform Animal Care/Health duties, as needed.
 - e. Participate in the selection of staff, provide and coordinate training, implement discipline procedures.

Use the reverse side or attach additional sheets, if needed.

2. State the proposed classification title:

Operations Supervisor - Shelter Services Program

3. Is this a new position? Yes No

4. If this is an existing position, state the name of the incumbent:

Sharyn Middleton

5. Proposed effective date of change: September 15, 1993

Hiring Manager: Mike Oswald, Division Director

Date: August 20, 1993 Department/Division: DES/Animal Control

EMPLOYEE SERVICES DIVISION USE ONLY:

- Action: Approved as submitted. *Operations Supervisor*
 Approved for classification title.
 Denied (for Reclassification Requests only).

Analyst Name:

Donald DeLashley

Date:

8/29/93

BUDGET MODIFICATION NO.

DES #3

(For Clerk's Use) Meeting Date SEP 09 1993
Agenda No. B-7

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR September 9, 1993
(Date)

DEPARTMENT Environmental Services
CONTACT Janice Druian/Kathy Tuneberg
* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

DIVISION Assessment & Taxation
TELEPHONE x3345 or x2331
Betsy Williams

SUGGESTED

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

**BUDGET MODIFICATION REQUESTING AUTHORIZATION TO ADJUST EXPENDITURES
AND REVENUE FOR THE TAX TITLE PROGRAM (RETROACTIVE TO 8-16-93)**

(5 minutes)

(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

To accomplish efficiencies in the Tax Title accounting and administrative functions as approved by the Board on July 6, 1993, the following budget modifications are requested:

1. Add one OA 2 position
2. Delete one Operations Supervision I position and replace with an Operations Administrator
3. Cover minor moving costs including telephones, furniture and computers

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

Total expenditures related to the Tax Title function will increase by \$38,868, and will be paid from the Tax Title Fund.

4. CONTINGENCY STATUS (to be completed by Budget & Planning)
Fund Contingency before this modification (as of _____) \$ _____
Date _____
After this modification \$ _____

Originated By <u>Nita Lomax/Kathy Tuneberg</u>	Date <u>8/20/93</u>	Department Director <u>Betsy H. Williams</u>	Date <u>8/26/93</u>
Plan/Budget Analyst <u>Shawn M. Caldwell</u>	Date <u>8/27/93</u>	Employee Services <u>Dorothy A. ...</u>	Date <u>5/27</u>
Board Approval <u>Chris A. Packerson</u>	Date <u>9-9-93</u>		

MULTI-COUNTY
OREGON
1993 AUG 30 AM 10:18
CLERK OF DISTRICT COURT

Sent Original to Shawn Caldwell.

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

Document Number	Action	Fund	Agency	Organization	Reporting Activity Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub-Total	Description
		175	030	7630			5100		(29,884)		Delete Oper Supv positio Permanent
		175	030	7630			5500		(8,051)		Direct
		175	030	7630			5550		(6,668)		Indirect
		175	030	7630			5100		35,803		Add Oper Administration Permanent
		175	030	7630			5500		9,645		Direct
		175	030	7630			5550		5,335		Indirect
		175	030	7630			5100		17,551		Add Office Assistant 2 Permanent
		175	030	7630			5500		4,728		Direct
		175	030	7630			5550		4,409		Indirect
		175	030	7630			6110		2,500		Prof Services
		175	030	7630			6230		2,500		Office Supplies
		175	030	7630			7150		1,000		Telephones
TOTAL EXPENDITURE CHANGE									38,868		TOTAL EXPENDITURE CHANGE

REVENUE TRANSACTION RB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY _____

Document Number	Action	Fund	Agency	Organization	Reporting Activity Category	Revenue Source	Current Amount	Revised Amount	Change Increase (Decrease)	Sub-Total	Description
		158	030	5655			7601		37,868		
		402	030	7040			6609		1,000		
TOTAL REVENUE CHANGE									38,868		TOTAL REVENUE CHANGE

PERSONNEL DETAIL FOR BUD MOD NO.

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

FTE Increase (Decrease)	POSITION TITLE	Annualized			
		BASE PAY Increase (Decrease)	Increase (Decrease) Fringe	Ins.	TOTAL Increase (Decrease)
(1.0)	Operations Supervisor	(32,601)	(8,783)	(7,274)	(48,658)
1.0	Operations Administration	39,058	10,522	5,820	55,400
1.0	Office Assistant 2	19,147	5,158	4,810	29,115
TOTAL CHANGE (ANNUALIZED)		25,604	6,897	3,356	35,857

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts being changed by this Bud Mod.)

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	Current FY			
		BASE PAY Increase (Decrease)	Increase (Decrease) Fringe	Ins.	TOTAL Increase (Decrease)
(1.0) FTE	Delete Operations Supervisor position (11 mos salary savings)	(29,884)	(8,051)	(6,668)	(44,603)
1.0 FTE	Add Operations Administrator (8/93 thru 6/94)	35,803	9,645	5,335	50,783
1.0 FTE	Add Office Assistant 2 (8/93 thru 6/94)	17,551	4,728	4,409	26,688

REQUEST TO CREATE/RECLASSIFY A POSITION

1. List the proposed duties of the position (please do not copy from the class specification):
 - a. ASSIST WITH RECONCILIATION OF INVENTORY OF FORECLOSED PROPERTIES AND CONTRACTS RECEIVABLE
 - b. ANSWER PHONES, ASSIST AT COUNTER, PREPARE CONTRACT FORMS, POST PAYMENTS, CORRESPOND WITH CONTRACT PAVORS
 - c. GATHER AND MAINTAIN PERTINENT DATA FOR PREPARATION OF REPORTS TO DEPT HEAD AND BOARD OF COMMISSIONERS
 - d. PREPARE PAPERWORK FOR EVICTIONS OR REFERRALS TO SOCIAL SERVICES TRACKING COSTS OF PROPERTIES DONATED TO NON-PROFIT HOUSING AGENCIES
 - e. ASSIST WITH SHERIFF'S SALE OF FORECLOSED PROPERTY
OTHER DUTIES AS ASSIGNED

Use the reverse side or attached additional sheets, if needed.

2. State the proposed classification title:

OFFICE ASSISTANT 2

3. Is this a new position? Yes No

4. If this is an existing position, state the name of the incumbent:

5. Proposed effective date of change: SEPTEMBER 1993

Hiring Manager: Kathleen A. Junberg * [Signature]

Date: 8-3-93 Department/Division: DES/A&T

EMPLOYEE SERVICES DIVISION USE ONLY:

Action: Approved as submitted.

Approved for classification title.

Denied (for Reclassification Requests only).

RECEIVED

AUG 5 1993

Analyst Name: Donald H. [Signature] Date: 8/5/93

EMPLOYEE SERVICES
MULTNOMAH COUNTY

REQUEST TO CREATE/RECLASSIFY A POSITION

1. List the proposed duties of the position (please do not copy from the class specification):

- a. SUPERVISION & COORDINATION OF STAFF TO MEET STATUTORY REQUIREMENTS & SECTION GOALS. RELATIVE TO TAX COLLECTION, DISPOSING OF FORECLOSED PROPERTIES, ISSUING MARRIAGE LICENSES & PROCESSING PASSPORT APPLICATIONS,
- b. OVERSEE TAX INFORMATION AND CUSTOMER SERVICE TO PUBLIC
COORDINATE ACTIVITIES WITH OTHER AGENCIES
- c. DEVELOP POLICIES/PROCEDURES FOR AREA OF RESPONSIBILITIES
SET & MONITOR MEASURABLE PRODUCTION STANDARDS
- d. ASSIST IN DEVELOPMENT/MAINTENANCE OF COMPUTER SYSTEMS

Use the reverse side or attach additional sheets, if needed.

2. State the proposed classification title:

OPERATIONS ADMINISTRATOR

3. Is this a new position? YES NO (REPLACES OPSUP I POSITION)

4. If this is an existing position, state the name of the incumbent:

KATHLEEN DOEN OCCUPIES THE OPSUP I POSITION BEING REPLACED

5. Proposed effective date of change: UPON HIRING - APPROX. MID-AUGUST

Hiring Manager: Kathleen A. Juneberg x/mj

Date: Aug 3, 1993 Dept/Div: DES/A&T

EMPLOYEE RELATIONS DIVISION USE ONLY

Action: Approved as submitted

Approved for classification title

Denied (for Reclassification Requests only)

Analyst Name: Donald H. Umbley Date: 8/5/93

MEETING DATE: SEP 09 1993

AGENDA NO.: R-8

(Above Space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Chinook Landing Marine Park Land Transfer

BOARD BRIEFING Date Requested: September 9, 1993

Amount of Time Needed: 5 minutes

REGULAR MEETING: Date Requested: _____

DEPARTMENT: Environmental Services DIVISION: Park Services

CONTACT: Dan Kromer TELEPHONE #: 248-5050

BLDG/ROOM #: 425

PERSON(S) MAKING PRESENTATION: Charles Ciecko/Dan Kromer

ACTION REQUESTED:

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

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

Land Transfer Agreement among James River Paper Company, Inc., Multnomah County Park Services Division, and the Oregon State Marine Board to formally transfer Tax Lot 29 (Chinook Landing Marine Park) to Multnomah County.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 SEP - 1 AM 9:59

SIGNATURES REQUIRED:

ELECTED OFFICIAL _____

OR

DEPARTMENT MANAGER *cc* Betsy H. Williams

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

3706V/5217p *Sent Original (3) Agreements to Dan Kromer on 9-13-93.*

**AMENDMENT OF SUNDIAL AGREEMENT
AND ASSIGNMENT OF RIGHTS AND DUTIES UNDER
THE SUNDIAL AGREEMENT**

THIS AGREEMENT, made and entered into as of the ___ day of _____, 1993, by and between JAMES RIVER PAPER COMPANY, INC., a Virginia corporation ("James River"), the STATE OF OREGON acting by and through the STATE MARINE BOARD ("Board"), and MULTNOMAH COUNTY (the County").

RECITALS:

- A. James River owns real property located north of 223rd Street and Marine Drive along the Columbia River in Multnomah County, Oregon known as Tax Lot 23. Prior to September 1, 1989, James River also owned all of Tax Lot 29 (which borders Tax Lot 23 to the west). Tax Lots 23 and 29 are commonly known as the Sundial property.
- B. James River currently operates a log storage facility on Tax Lot 23 and wanted to develop and construct a wood chip storage and handling facility on Tax Lot 23.
- C. The Board and the County identified a need to acquire property and develop a public boat launch at a location such as the westerly part of Tax Lot 29.

- D. The Board and James River entered into Memoranda of Understanding dated January 7, 1987, September 9, 1988, and November 16, 1988, wherein James River and the Board agreed to take certain steps toward (i) transfer by James River of Tax Lot 29, or interests therein, to the Board for the development of the westerly portion of Tax Lot 29 as a public boat launch and (ii) development of the easterly part of Tax Lot 29 as a joint James River and Board wetlands mitigation area as required by the Corps of Engineers and Division of State Lands waterway development permits.
- E. In accordance with the course of action outlined in the Memoranda of Understanding, James River applied for and obtained permits from the Corps of Engineers Permit No. 071-OYA-2-007653 and the Division of State Lands Permit No. 4797 for dredging and filling activities incident to development of Tax Lot 23 as a wood chip storage and handling facility, and the Board applied for and obtained permits from the Corps of Engineers Permit No. 071-OYA-2-007378 and the Division of State Lands Permit No. 4796 for dredging and filling activities incident to development of the westerly portion of Tax Lot 29 as a public boat launch facility. The permits described are referred to herein as the "Corps Permits" and the "State Permits."
- F. As contemplated by the parties, the Corps Permits and State Permits require James River and the Board to submit for approval a final plan for developing and maintaining the easterly part of Tax Lot 29 as a wetlands area to mitigate the loss of wetlands caused by James River's development of Tax Lot 23 and the Board's development of the westerly portion of Tax Lot 29.

- G. The final wetlands mitigation plan prepared by Beak Consultants, Inc., (the "Mitigation Plan") was approved by the Corps of Engineers and the Division of State Lands.
- H. On September 1, 1989, James River and the Board entered into an agreement (commonly called the Sundial Agreement) for conveyances, easements, and development of Tax Lots 23 and 29. A copy of the agreement is attached as Exhibit A and is incorporated herein by reference. The parties now desire to (1) provide for the assignment of rights and duties under the Sundial Agreement from the Board to the County, (2) provide for the transfer of fee interest in Tax Lot 29 from the Board to the County, and (3) enter into a binding agreement setting forth the parties' respective rights and obligations with respect to the Sundial Agreement.

NOW, THEREFORE, the parties agree:

1. Mitigation Development Completed.

The terms of paragraphs 1, 3A, 3B, 3C, 3E, 7C, 7D and 7E of Exhibit A (Sundial Agreement) now have been fully performed and satisfied.

2. Recreational Boating.

Exhibit A (Sundial Agreement) is amended to delete paragraph 7A.

3. Assignment to Multnomah County.

(a) Except as provided in paragraphs 1 and 2 of this agreement, all rights and obligations of the Board under the terms of Exhibit A (Sundial Agreement) are hereby assigned to and assumed by the County. This assignment includes assignment of the Board's rights and obligations under the Conservation Easement granted under the terms of paragraph 2 of Exhibit A. All references in Exhibit A (Sundial Agreement) including Attachments II and III to "the Board" are amended to read "the County."

(b) Nothing in this agreement or previous agreements referenced in this agreement shall prevent "the County" from transferring ownership and/or management responsibilities to another public agency so long as the public agency agrees to faithfully and fully perform and/or conform to all the provisions of this agreement and any other agreement referenced herein.

In the event that "the County" elects to exercise its rights under this provision, formal notice shall be provided to the Oregon State Marine Board and James River no less than thirty (30) days prior to the effective transfer.

4. Novation

James River accepts the foregoing assumption by the County as a complete novation of the Board's obligations under the Sundial Agreement and both James River and the County release the Board from all further obligations under its terms.

5. Sundial Agreement Remains in Effect.

Except as provided in paragraphs 1-3 of this agreement, all terms and conditions of Exhibit A (Sundial Agreement) remain in full force and effect.

6. Conveyance of Tax Lot 29.

Contemporaneously with the execution and delivery of this agreement, the Board shall deliver to the County, and the County shall accept, a Bargain and Sale Deed in the form attached hereto and incorporated herein as Exhibit B, conveying to the County the Board's fee interest in Tax Lot 29.

7. Merger.

THIS AGREEMENT CONSTITUTES AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE MARINE BOARD AND JAMES RIVER, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute and deliver this Agreement on the date first written above.

STATE OF OREGON acting by and through the State Marine Board

By _____
Paul Donheffner, Director

JAMES RIVER PAPER COMPANY, INC.

MULTNOMAH COUNTY

By _____
R. C. Martin, Vice President

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

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County Oregon

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # 2-8 DATE 7-9-93
Carrie A. Kessel
BOARD CLERK

John L. DeBay

EXHIBIT "A"

SUNDIAL AGREEMENT

THIS AGREEMENT, made and entered into as of the first day of September, 1989, by and between JAMES RIVER II, INC., a Virginia corporation ("James River") and the STATE OF OREGON acting by and through the STATE MARINE BOARD ("the Board").

RECITALS:

- A. James River owns real property located north of 223rd Street and Marine Drive along the Columbia River in Multnomah County, Oregon known as Tax Lot 23 and Tax Lot 29 (which borders Tax Lot 23 to the west) and commonly known as the Sundial property.
- B. James River currently operates a log storage facility on Tax Lot 23 and plans to develop and construct a wood chip storage and handling facility on Tax Lot 23.
- C. The Board and Multnomah County identified a need to acquire property and develop a public boat launch at a location such as the westerly part of Tax Lot 29.
- D. The Board and James River entered into Memoranda of Understanding dated January 7, 1987, September 9, 1988 and November 16, 1988 wherein James River and the Board agreed to take certain steps toward (i) transfer by James River of Tax Lot 29, or interests therein, to the Board for the development of the westerly portion of Tax Lot 29 as a public boat launch and (ii) development of the easterly part of Tax Lot 29 as a joint James River and Board wetlands mitigation area as required by the Corps of Engineers and Division of State Lands waterway development permits.
- E. In accordance with the course of action outlined in the Memoranda of Understanding, James River applied for and obtained permits from the Corps of Engineers Permit No. 071-OYA-2-007653 and the Division of State Lands Permit No. 4797 for dredging and filling activities incident to development of Tax Lot 23 as a wood chip storage and handling facility, and the Board applied for and obtained permits from the Corps of Engineers Permit No. 071-OYA-2-007378 and the Division of State lands Permit No. 4796 for dredging and filling activities incident to development of the westerly portion of Tax Lot 29 as a public boat launch facility. The permits described are referred to herein as the "Corps Permits" and the "State Permits".
- F. As contemplated by the parties, the Corps Permits and State Permits require James River and the Board to submit for approval a final plan for developing and maintaining the easterly part of Tax Lot 29 as a wetlands area to mitigate the loss of wetlands caused by James River's development of Tax Lot 23 and the Board's development of the westerly portion of Tax Lot 29.

- G. The final wetlands mitigation plan prepared by Beak Consultants, Inc. (the "Mitigation Plan") was approved by the Corps of Engineers and the Division of State Lands and development of the mitigation area has begun. The parties now desire to provide for the transfer of property interests in Tax Lot 29 to the Board and to enter into a binding Agreement setting forth the parties' respective rights and obligations with respect to Tax Lot 29.

NOW, THEREFORE, the parties agree:

1. Conveyance of Public Boat Launch Property.

Contemporaneously with the execution, delivery and acceptance of the Conservation Easement referred to in paragraph 2 below, James River shall deliver to the Board, and the Board shall accept, the Bargain and Sale Deed in the form attached hereto and incorporated herein as Attachment I conveying to the Board the part of Tax Lot 29 to be developed into a public boat launch facility. It is understood and agreed that the conveyance shall be made subject to James River Representations, Warranties, and Indemnification (Attachment II) and Representations, Warranties, and Indemnification by the Board (Attachment III).

2. Grant of conservation Easement.

Subject to the terms and conditions of this paragraph 2, James River shall execute and deliver to the Board the Conservation Easement in the form attached hereto and incorporated herein as Attachment IV preserving the easterly part of Tax Lot 29 together with a small tract lying on the westerly edge of Tax Lot 23 as wetlands and adjacent uplands. The wetlands property described in the Conservation Easement is referred to herein as the "Mitigation Area". The obligation of James River to execute and deliver the Conservation Easement is contingent upon the Board's unconditional acceptance of the Conservation Easement after notice and public hearing pursuant to ORS 271.735. The Board agrees to give public notice and conduct public hearing in compliance with ORS 271.735 and any applicable regulations, and to initiate the procedures required by ORS 271.735 within thirty (30) days of the date of this Agreement.

3. Development of Mitigation Area.

A. Cost of Mitigation Plan.

Within 30 days from the date of this Agreement, the Board shall pay James River \$42,000, representing one-half of the charges of BEAK Consultants, Inc. for services and expenses incurred in connection with the preparation of the final Mitigation Plan for the Mitigation Area and a perimeter metes and bounds legal survey of Tax Lot 29.

B. Construction cost percentages.

The parties acknowledge that James River, with the knowledge and consent of the Board, has retained Bones Construction, Inc. (the "Contractor") as the contractor to perform the work and supply the materials necessary to carry out the Mitigation Plan. Except as set forth below, all charges by Contractor for labor and materials supplied in carrying out the Mitigation Plan shall be borne in the following proportion: 90% James River; 10% the Board. However, the Contractor's charges for the following work items (as identified in the Contractor's bid accepted by James River attached hereto and incorporated herein as Attachment V.) shall be borne in the following percentages:

Item 201.91	(Area A and B Clearing and Grubbing) 70% James River; 30% the Board.
Item 203.91 (f)	(Area A and B Embankment in Place) 100% by the Board. (Potential Second Handling Add-On Area A) 100% the Board
Change Order	(Imported Native Organic Soil) 100% James River
Change Order	(Irrigation System Modifications) 50% James River; 50% the Board
Change Order	(Irrigation Pump Station) 50% James River; 50% the Board

Any other change orders to the Contractor shall be by mutual consent in writing by both parties, and shall be borne 90% James River, 10% the Board, except as agreed above.

3. Development of Mitigation Area, continued:

C. Payment of construction costs.

Within 30 days of the date of this Agreement and receipt of contractor's documented charges, the Board shall pay James River Three Hundred Twenty Seven Thousand Five Hundred Fifty Nine Dollars and Sixty Two Cents (\$327,559.62) representing the Board's share (calculated by applying the percentages stated above in paragraph B) of Contractor's charges as of August 28, 1989. The Board agrees to reimburse James River for the Board's share as described in paragraph B of Contractor's charges after the date hereof within 30 days after written request by James River accompanied by such supporting documents as the Board may reasonably request. The Board further agrees to make final reimbursement for the Board's share as described in paragraph B of the contractor's charges after written request by James River and upon successful project completion and concurrent final project approval by both parties.

D. Plants.

James River agrees to furnish Cottonwood cuttings and Willow rooted plants, as described in the Mitigation Plan at no cost to the Board.

E. Owners Representative.

James River agrees to provide at no cost to the Board an Owner's Representative for the Mitigation Area Contractor's work.

4. Maintenance of Mitigation Area.

Upon successful completion and approval of Contractor's wetlands Mitigation Area work, and subject to the provisions in paragraphs 8.A. and 8.B. of this Agreement, the Board agrees to perform ordinary maintenance (such as irrigation and fertilizing) to the Mitigation Area in accordance with the Mitigation Plan. In the event any remedial plantings or additional Wetlands Area work are deemed necessary by either the Corps Permits or State Permits for the monitoring period as described in the permits, the Board agrees, after receiving prior written approval from James River, to contract for such additional work with the expenses borne in the following proportions; James River 90%, the Board 10%, except as otherwise agreed to in writing and subject to the provisions in paragraphs 8.A. and 8.B. of this Agreement. The Board agrees to operate and maintain the irrigation pump for the Mitigation Area and will apply for and maintain any water rights necessary to use the water to be pumped. James River shall provide the power required to operate the pump station until the Board develops permanent power to the boat launch facility. James River further agrees to allow the Board perpetual use of the pump station for irrigation purposes at the boat launch.

5. Mitigation Area Monitoring.

The parties agree that James River, with the knowledge and consent of the Board, has retained BEAK Consultants, Inc. to perform the work necessary to carry out the 5 (five) year Wetlands Area monitoring plan required by the Corps Permits and the State Permits for the sum of \$62,287. All charges by BEAK Consultants, Inc. for labor and materials supplied in carrying out the monitoring plan shall be borne in the following proportions: 90% James River, 10% the Board, subject to the provisions of paragraphs 8.A. and 8.B. of this Agreement. The Board shall reimburse James River the Board's share of the charges as described above within 30 days after request by James River accompanied by such supporting documents as the Board may reasonably request. Any change orders to BEAK Consultants, Inc. shall be borne 90% James River, 10% the Board except as otherwise agreed in writing and subject to the provisions of paragraphs 8.A. and 8.B. of this Agreement.

6. Mitigation Area Contingency.

In the event of a failure of the Mitigation Area as determined by the Corps of Engineers and Division of State Lands after the 5 (five) year monitoring period transpires, which may result in additional on or off site work to be performed, both parties agree to participate with costs borne in the following proportion: James River 90%, the Board 10% and subject to the provisions of paragraphs 8.A. and 8.B. of this Agreement. These costs expressly exclude costs of administration or overhead incurred internally by the parties.

7. Additional Agreements.

A. Recreational boating.

The parties acknowledge that James River leases from the state submerged and submersible lands adjacent to the Mitigation Area and uses the leased area as a log raft storage area. The Board agrees to give public notice and initiate procedures within 180 days of this Agreement restricting recreational boating in the vicinity of the submerged and submersible lands leased by James River and in the vicinity of barge tie-up areas to be used in conjunction with James River's proposed chip storage and handling operation.

B. Security fence.

James River will erect and maintain a security fence between the Mitigation Area and James River's chip handling and storage operation.

C. Utilities.

The Board will conduct at its own expense a preliminary feasibility study for the extension of water and sewer utilities along 223rd Avenue at Fairview, Oregon to the entrance of Tax Lots 29 and 23. Both James River and the Board further agree to share equally in the cost of final design, engineering, and construction of the sewer and water utility extension along 223rd Avenue to the entrance of Tax Lots 29 and 23.

D. Access.

James River agrees to allow the Board and its contractors and agents vehicle access through James River's chip facility on Westerly portion Tax Lot 23, said access being subject to James River's "Rules of the Road", until such time the Board develops vehicle access road to Tax Lot 29, but no later than 12/31/90.

E. Interchange.

The Board acknowledges that James River and other potential state and local agencies intend to improve the interchange at 223rd and Marine Drive. The Board will encourage such development but will not participate in any of the costs incurred with such an improvement.

F. Caretaker Residence.

The Board agrees to allow the temporary relocation of James River's caretaker residence (watchman) to the northeast corner of Tax Lot 29, subject to James River accepting all responsibility for the residence and watchman activities, until such time James River develops a new caretaker residence on Tax Lot 23, but no later than December 31, 1990.

8. Miscellaneous.

A. Intent to Continue Contract Term: Appropriations.

The Board intends to continue this Agreement for its entire term and to pay all obligations stated herein. The Board will include in its budget request for each fiscal year the payments to become due in such fiscal year, and will use all reasonable and lawful means at its disposal to secure the appropriation of money for such budget period sufficient to pay the obligations coming due therein. The Board reasonably believes that moneys in an amount sufficient to make all such payments can and will lawfully be appropriated and made available for this purpose.

B. Termination by the Board.

The Board may terminate this Agreement effective upon delivery of written notice to James River, or at such later date as may be established by the Board, if the Board's project funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow funding for the obligations under this Agreement. The Agreement may be modified to accommodate a reduction in funds.

C. Amendments.

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement duly authorized and executed by both parties.

D. Complete Agreement.

This Agreement, including Attachments I, II, III, IV and V attached hereto and incorporated herein, constitute the entire Agreement between the parties regarding Tax Lot 29 and a small tract lying on the westerly edge of Tax Lot 23, the Sundial property. This Agreement supercedes and cancels all previous statements, letters, memoranda's of understandings, or any and all agreements made between both parties.

E. Assignment.

The Board may assign its rights and obligations under this Agreement to the County of Multnomah. Upon written assumption of the Board's duties herein contained, by Multnomah County, the Board shall have no further obligation for the performance of this Agreement. The Board shall not otherwise assign its rights or delegate its duties under this Agreement. James River may assign its rights and delegate its duties under this Agreement to a successor in

E. Assignment (Cont.)

interest to the Mitigation Area or Tax Lot 23 without the Board's consent. Upon assumption of James River's duties by such successor in interest, James River shall have no further obligation for performance of this Agreement. If assignment occurs, either party also shall assign respective Division of State Lands and Corps of Engineers permits.

F. Termination.

This Agreement may be mutually terminated upon written consent by both parties. Should either the Marine Board or James River breach any provisions of this Agreement, said party will be liable for any and all damages incidental or consequential suffered as the result of the breach of Agreement.

G. Severability.

If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

H. Counterparts.

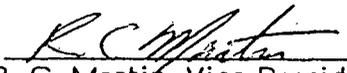
This Agreement may be executed in two or more counterparts, each of which when fully executed and delivered shall constitute an original.

I. MERGER.

THIS AGREEMENT CONSTITUTES AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE MARINE BOARD AND JAMES RIVER, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute and deliver this Agreement on the date first written above.

JAMES RIVER II, INC.

By 
R. C. Martin, Vice President

State of Washington)
) ss.
County of Clark)

Signed before me on this 2nd day of October, 1989, by R. C. Martin, Vice President for James River II, Inc.

Monica A. Gossil
Notary Public in and for the
State of Washington
Residing at Vancouver, WA
My commission expires 5/18/92

STATE OF OREGON acting by and through
the STATE MARINE BOARD

By Paul Donheffner
Paul Donheffner, Director for
the State Marine Board

State of Oregon)
) ss.
County of Marion)

Signed before me this 4th day of October, 1989, by Paul Donheffner, Director for the State Marine Board.

By Jill E. Smith
Notary Public
My commission expires 7/7/91

EXHIBIT A
DEED DESCRIPTION

A parcel of real property in the John Crosby Donation Land Claim in Sections 21 and 22, Township 1 North, Range 3 East of the Willamette Meridian, Multnomah County, Oregon, being more particularly described as follows:

Beginning at the Northwest corner of the John Crosby donation Land Claim; thence North $01^{\circ} 12' 18''$ East along the West line of the said Donation Land Claim, a distance of 1.66 feet to the northerly line of N.E. Marine Drive and the TRUE POINT OF BEGINNING of the tract herein described; thence continuing along said West line, North $01^{\circ} 12' 18''$ East 174.78 feet to the mean high water line of the Columbia River; thence upstream along said mean high water line as follows: North $81^{\circ} 56' 50''$ East 137.57 feet; thence North $76^{\circ} 38' 20''$ East 160.15 feet; thence North $71^{\circ} 54' 30''$ East 106.18 feet; thence South $87^{\circ} 30' 50''$ East 125.16 feet; thence North $51^{\circ} 49' 50''$ East 188.96 feet; thence North $61^{\circ} 23' 40''$ East 204.05 feet; thence North $74^{\circ} 45' 30''$ East 456.53 feet; thence North $71^{\circ} 52' 30''$ East 252.87 feet; thence North $69^{\circ} 27' 00''$ East 301.80 feet; thence North $78^{\circ} 47' 00''$ East 300.43 feet; thence North $76^{\circ} 10' 30''$ East 290.64 feet; thence South $86^{\circ} 31' 30''$ East 101.44 feet; thence North $78^{\circ} 24' 10''$ East 200.91 feet; thence North $84^{\circ} 35' 40''$ East 112.15 feet; thence leaving said mean high water line, South $63^{\circ} 33' 21''$ East 264.70 feet; thence South $44^{\circ} 35' 54''$ East 167.83 feet; thence South $27^{\circ} 16' 36''$ East 360.04 feet; thence South $48^{\circ} 05' 39''$ East 262.01 feet; thence South $21^{\circ} 07' 29''$ East 193.27 feet to a point on the southerly line of that parcel described as Parcel B in that deed recorded in Book 903, page 1572, Multnomah County deed Records: thence along said southerly line South $82^{\circ} 43' 01''$ West 1328.30 feet to the northerly line of N.E. Marine Drive; thence tracing said northerly line the following courses and distances: North $73^{\circ} 27' 28''$ West 134.51 feet to a point of non-tangent curvature; thence northwesterly along the arc of said curve (the radius point of which bears North $01^{\circ} 42' 12''$ West 914.93 feet) through a central angle of $18^{\circ} 14' 44''$ 291.36 feet (chord bears North $82^{\circ} 34' 50''$ West 290.13 feet); thence North $73^{\circ} 27' 28''$ West 450.32 feet to the point of curve left of a 1949.86 foot radius curve; thence along the arc of said curve left through a central angle of $30^{\circ} 20' 39''$ 1032.66 feet (chord bears North $88^{\circ} 37' 48''$ West 1020.63 feet); thence South $76^{\circ} 11' 53''$ West 409.47 feet to the true point of beginning.

EXCEPTING THEREFROM the westerly 600 feet thereof as measured along the southerly boundary of the tract herein described, thence northerly on a line parallel to the westerly property line of the tract herein described.

Contains 45.99 acres, more or less.

ATTACHMENT II

REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION

JAMES RIVER II, INC., a Virginia corporation ("James River"), hereby affirms to the STATE OF OREGON acting by and through the STATE MARINE BOARD ("the State"), the representations, warranties, and indemnities set forth below with respect to the real property (the "Property") described in Exhibit A attached hereto and by this reference made a part hereof. James River makes the representation, warranties and indemnities set forth below in consideration of the State's acceptance of a deed of even date herewith conveying the Property from James River to the State, and for other good and sufficient consideration.

A. James River's Representations and Warranties

(a) There are no actions, suits, claims, legal proceedings or any other proceedings of which James River has notice affecting the Property, or any portion thereof, at law or in equity, before any court, or governmental agency, domestic or foreign.

(b) James River has not received notice from any governmental agency pertaining to the violation of any law or regulation affecting the Property, and James River has no knowledge of any facts which to James River's actual knowledge constitute a violation of any law or regulation affecting the Property.

(c) "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as a pollutant or contaminant or a hazardous, toxic or radioactive waste, constituent, material or substance, or other similar term by any federal or state law, regulation or rule including, but not limited to, the following:

Federal Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et seq., and regulations promulgated under it.

Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, 49 U.S.C. Section 1801 et seq., and regulations promulgated under it.

Federal Clean Air Act, 42 U.S.C. Section 7401-7626, and regulations promulgated under it.

Federal Water Pollution Control Act, Federal Clean Water Act of 1977, 33 U.S.C. Section 1251 et seq., and regulations promulgated under it.

Federal Insecticide, Fungicide, and Rodenticide Act, Federal Pesticide Act of 1978, 7 U.S.C. Paragraph 13 35 seq., and regulations promulgated under it.

Federal Toxic Substances control Act, 15 U.S.C. Section 2601 et seq., and regulations promulgated under it.

Federal Safe Drinking Water Act, 42 U.S.C. Section 300(f) et seq., and regulations promulgated under it.

ATTACHMENT II

State Superfund Law, ORS 466.540 et seq., as amended in 1989 Oregon Laws and rules promulgated under it.

State Resource Conservation and Recovery Act, ORS 459.005 et seq., and rules promulgated under it.

State Underground Storage Tank Law, ORS 466.605 et seq., and rules promulgated under it.

State Solid Waste Law, ORS, 459.205 et seq., and rules promulgated under it.

State Air and Water Pollution Control Law, ORS ch 468, and rules promulgated under it.

James River has not caused or permitted the Property to be used as a site for the generation, manufacture, refining, transportation, treatment, storage, handling, disposing, transfer, producing or processing of hazardous substances (as hereinabove defined), or solid waste, except in compliance with all applicable federal, state, and local laws or regulations, and has not caused or permitted and has no knowledge of the release of any hazardous substances on the Property or any release of any hazardous substances off site of the property that have migrated onto the property..

(d) James River shall comply with all federal, state, foreign and local laws, rules, regulations or administrative orders with respect to environmental conditions existing on the Closing Date including without limitation, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, ORS Chapters 459, 466, and 468 with respect to the Property to the full extent of its obligations under such laws and orders.

In the event the State discovers or determines the existence of any environmental condition (including, without limitation, a spill discharge or contamination) that existed as of, or prior to the Closing Date or any act or omission occurring prior to the Closing Date, the result of which may require remedial action pursuant to any law or may be the basis for the assertion of any third party claims, including claims of governmental entities, the State shall promptly notify James River thereof.

B. James River's Indemnification of the State

(a) James River shall defend, indemnify, and hold harmless the State from all claims, liabilities, damages, costs, and expenses (including, but not limited to, attorney's fees) incurred by the State in its capacity as owner of the Property resulting from any personal injury, property damage, water pollution, air pollution, hazardous waste contamination, hazardous substances contamination, damage to fish or wildlife, damage to fish or wildlife habitat, damage to natural resources, or environmental harm arising out of or in connection with use of the Property by James River, Crown Zellerbach Corporation, their officers, agents or employees, or by any contractor, subcontractor, or any other person, organization or association using the property with the permission, consent or knowledge of James River or Crown Zellerbach.

ATTACHMENT II

Without limiting the generality of the foregoing, James River's obligations under this paragraph shall extend to liability incurred by the State in its capacity as owner of the Property under common law or under any federal, state, local, or other governmental requirement, including but not limited to the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9602 et seq., as amended; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300(f) et seq.; the Refuse Act, 33 U.S.C. § 407; the Endangered Species Act of 1973, 16 U.S.C. § 1531 et seq.; the Pacific Northwest Salmon and Steelhead Conservation and Enhancement Act, 16 U.S.C. § 3301 et seq., ORS chapters 459, 466 and 468 any any regulations or rules promulgated under the federal and state statutes.

(b) In the event it cannot be determined what contribution James River's use, or the use of those for whom James River assumes liability under Article II A, made to the damage, pollution, or environmental harm, James River shall defend, indemnify and hold harmless the State from all claims, liabilities, damages, costs, and expenses (including, but not limited to, attorney's fees) resulting from any personal injury, property damage, water pollution, air pollution, hazardous waste contamination, hazardous substances contamination, damage to fish or wildlife, damage to fish or wildlife habitat, damage to natural resources, or environmental harm to which James River's use, or the use of those for whom James River assumes liability under Article B(a), contributed.

(c) The indemnify under Article B (a) and (b) shall survive the closing and be in addition to James River's obligation for a breach of a representation or warranty set forth in Article A.

DATED this _____ day of _____, 1989.

JAMES RIVER II, INC.
A VIRGINIA COPORATION

By _____
R. C. Martin
Vice President

ACCEPTED BY ORDER OF THE
STATE MARINE BOARD:

STATE OF OREGON
by and through the
STATE MARINE BOARD

By: _____
Title: _____
Date: _____

ATTACHMENT III
REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION

The STATE OF OREGON acting by and through the STATE MARINE BOARD ("the State"), hereby affirms to JAMES RIVER II, INC., a Virginia corporation ("James River"), the representations, warranties, and indemnities set forth below with respect to the real property (the "Property") described in Exhibit A attached hereto and by this reference made a part hereof. The State makes the representations, warranties and indemnities set forth below in consideration of the conveyance of the Property by James River to the State by deed of even date herewith, and for other good and valuable consideration.

The State's Indemnification of James River

(a) To the extent permitted by Oregon law, and upon compliance with any applicable time limitations, notice or other procedural requirements imposed by Oregon law, the State shall defend, indemnify, and hold harmless James River from all claims, liabilities, damages, costs, and expenses (including, but not limited to, attorney's fees) resulting from any personal injury, property damage, water pollution, air pollution, hazardous waste contamination, hazardous substances contamination, damage to fish or wildlife, damage to fish or wildlife habitat, damage to natural resources, or environmental harm arising out of or in connection with use of the Property by the State, its officers, agents or employees or by any contractor, subcontractor, or any other person, organization or association using the Property with the permission, consent, or knowledge of the State.

Without limiting the generality of the foregoing, the State's obligations under this paragraph shall extend to liability incurred by James River under common law or under any federal, state, local, or other governmental requirement, including but not limited to the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9602 et seq., as amended; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300(f) et seq.; the Refuse Act, 33 U.S.C. § 407; the Endangered Species Act of 1973, 16 U.S.C. § 1531 et seq.; the Pacific Northwest Salmon and Steelhead Conservation and Enhancement Act, 16 U.S.C. § 3301 et seq. ORS Chapters 459, 466 and 468 and any regulations or rules promulgated under the federal and state statutes.

(b) The States indemnity under paragraph (a) shall survive the closing.

DATED this _____ day of _____, 1989.

STATE OF OREGON
by and through the
STATE MARINE BOARD

By _____
Title: _____

ATTACHMENT IV

CONSERVATION EASEMENT

JAMES RIVER II, INC., a Virginia corporation ("Grantor"), hereby grants to the STATE OF OREGON acting by and through the STATE MARINE BOARD ("Grantee"), a conservation easement pursuant to ORS 271.715 through 271.795 in that certain real property (the "Property") as described on Exhibit A, attached hereto and by this reference made a part hereof.

The purpose of this Conservation Easement is to preserve the Property as wetlands and adjacent uplands. Grantor agrees not to use the Property, or any part thereof, for any purpose incompatible with the character of the Property as wetlands and adjacent uplands. As used herein, "wetlands" means areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions as determined by the Corps of Engineers and Division of State Lands. "Uplands" means areas that occur adjacent to wetlands and under normal circumstances do support a prevalence of vegetation typically adapted for life in non-saturated soil conditions.

This Conservation Easement is granted upon the following terms and conditions, which are accepted by Grantee:

1. Grantee agrees, at its own cost and expense except as otherwise agreed in writing, to take all reasonable actions necessary or desirable to maintain the Property as wetlands as described in the Final Wetlands Plan prepared by BEAK Consultants, Inc. and described in Corps of Engineers Permit No. 071-OYA-2-007653 and No. 071-OYA-2-007378 ("Corps Permits") and Division of State Lands Removal/Fill Permits No. 4796 and No. 4797 ("State Permits").
2. Grantee shall have the right to enter and, after obtaining any required permits, to make minor alterations to the Property or to maintain the Property as wetlands and adjacent uplands, but shall not otherwise enter or use the Property. The Grantee shall use reasonable efforts to exclude the public or any third parties (other than Grantee's agents and contractors) from the property for any purpose except wildlife viewing, nature photography, or educational purposes.
3. The duration of this Conservation Easement shall be perpetual, provided, however, that Grantor shall have the right to give Grantee written notice of termination of this Conservation Easement as to all of a part of the Property in the event:
 - (a) the Corps of Engineers and/or Division of State Lands determines that the wetlands mitigation work undertaken on the Property pursuant to the Corps Permits and the State Permits has failed of its purpose after the stated 5 (five) year monitoring period elapses or;

4. continued:

(b) there occurs a reversion to Grantor of title to the land contiguous to the Property to the west, which title has been conveyed by Grantor to Grantee by deed dated _____ and recorded on _____ in Book _____, Page _____ deed records of Multnomah County, Oregon or;

(c) Grantee commits a material breach of its obligations under this Conservation Easement or that certain Sundial Agreement between Grantee and Grantor dated September 1, 1989. Grantor's right to terminate pursuant to clause (c) of this paragraph 3 shall be in addition to any other remedies provided by law. In the event Grantor terminates this Conservation Easement with respect to part of the Property, the remainder of the Property shall remain subject to this Conservation Easement.

5. It is understood and agreed that by the grant of this Conservation Easement Grantor does not intend to, and does not, surrender or impair Grantor's right to lease the submerged and submersible lands which the Grantor currently leases from the State of Oregon as described in Submerged and Submersible Land Lease No. ML-527 (the "Submerged and Submersible Lands"), or future additions thereto. Grantor expressly reserves from the grant of this Conservation Easement all rights Grantor may have by reason of statute or otherwise to lease the Submerged and Submersible lands and further reserves all of its rights as lessee under the lease of the Submerged and Submersible lands, provided such rights do not prevent Grantee from carrying out its obligations under this Easement or the Sundial Agreement dated September 1, 1989.
6. The Grantor agrees not to develop the adjacent uplands within this Conservation Easement Area, other than that stated above, for any purpose whatsoever until such time this Easement is terminated.
7. Grantee may assign Grantee's rights under this Conservation Easement to the County of Multnomah, Oregon, provided that (a) the County of Multnomah assumes Grantee's obligations stated within and (b) Grantee has obtained Grantor's prior approval of the form of the assignment and assumption instrument, which shall be in recordable form, and such approval may not be unreasonably withheld. Except as provided in this paragraph, Grantee's rights hereunder may not be assigned. Any assignment violating this paragraph shall be void and ineffective.
8. The burden of this Conservation Easement shall run with title to the Property until such time as this Easement is terminated. Grantor's successors in title to the Property shall be bound by Grantor's obligations hereunder and shall have the right to enforce Grantee's obligations hereunder.
9. The Grantee (and, upon assignment, the County of Multnomah) is the sole beneficiary of this Conservation Easement, and no third party shall have any right of enforcement hereunder.
10. This Conservation Easement is granted subject to continued operation of Grantor's State of Oregon Submerged and Submersible Lease ML-527, and extensions or renewals thereof.

11. To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, Grantee shall indemnify, within the limits of the Tort claims Act, Grantor against liability for damage to life or property arising from Grantee's activity under this Conservation Easement, provided Grantee shall not be required to indemnify Grantor for any such liability arising out of the wrongful acts of employees or agents of Grantor.

12. THIS AGREEMENT CONSTITUTES AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE MARINE BOARD AND JAMES RIVER, BY THE SIGNATURES BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

DATED this ____ day of _____, 1989.

JAMES RIVER II, INC.
A VIRGINIA CORPORATION

By: _____
R. C. Martin, Vice President

ACCEPTED BY ORDER OF THE
STATE MARINE BOARD:

STATE OF OREGON
by and through the
STATE MARINE BOARD

By: _____
Title: _____
Date: _____ 1989

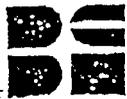
EXHIBIT A
(CONSERVATION EASEMENT DESCRIPTION)

A parcel of real property in the John Crosby Donation Land Claim in Sections 21 and 22, Township 1 North, Range 3 East of the Willamette Meridian, Multnomah County, Oregon, being more particularly described as follows:

Beginning at the Northwest corner of the John Crosby Donation Land Claim; thence North 01° 12' 18" East along the West line of the said Donation Land Claim, a distance of 1.66 feet to the northerly line of N.E. Marine Drive; thence continuing along said West line, North 01° 12' 18" East 174.78 feet to the mean high water line of the Columbia River; thence upstream along said mean high water line as follows: North 81° 56' 50" East 137.57 feet; thence North 76° 38' 20" East 160.15 feet; thence North 71° 54' 30" East 106.18 feet; thence South 87° 30' 50" East 125.16 feet; thence North 51° 49' 50" East 188.96 feet; thence North 61° 23' 40" East 204.05 feet; thence North 74° 45' 30" East 456.53 feet; thence North 71° 52' 30" East 252.87 feet; thence North 69° 27' 00" East 301.80 feet; thence North 78° 47' 00" East 300.43 feet; thence North 76° 10' 30" East 290.64 feet; thence South 86° 31' 30" East 101.44 feet; thence North 78° 24' 10" East 200.91 feet; thence North 84° 35' 40" East 112.15 feet to the TRUE POINT OF BEGINNING of the parcel herein described; thence leaving said mean high water line South 63° 33' 21" East 264.70 feet; thence South 44° 35' 54" East 167.83 feet; thence South 27° 16' 36" East 360.04 feet; thence South 48° 05' 39" East 262.01 feet; thence South 21° 07' 29" East 193.27 feet to a point on the southerly line of that parcel described as Parcel B in that deed recorded in Book 903, page 1572, Multnomah County Deed Records: thence tracing said southerly line the following courses and distances: North 82° 43' 01" East 29.72 feet to the point of curve left of a 5627.98 foot radius curve; thence along the arc of said curve left through a central angle of 01° 15' 58" 124.37 feet (chord bears North 82° 05' 02" East 124.36 feet); thence North 81° 27' 03" East 115.89 feet to the northerly line of N.E. 223rd Avenue; thence tracing said northerly line the following courses and distances: North 39° 46' 44" East 75.20 feet to a point of non-tangent curvature; thence northeasterly along the arc of said non-tangent curve (the radius point of which bears South 08° 32' 57" East 11499.16 feet) through a central angle of 01° 38' 40" 330.03 feet (chord bears North 82° 16' 23" East 330.02 feet) to the centerline of vacated Campbell Road; thence North 01° 21' 53" East along said centerline 862.17 feet to the mean high water line of the Columbia River; thence tracing said mean high water line the following courses and distances: North 78° 33' 30" West 168.73 feet; thence South 80° 14' 00" West 350.70 feet; thence South 88° 16' 30" West 451.36 feet; thence South 83° 49' 45" West 300.00 feet; thence South 84° 35' 40" West 187.86 feet to the true point of beginning. Containing 21.05 acres, more or less.

TOGETHER WITH A PARCEL OF LAND in the northwest one-quarter of Section 22, Township 1 North, Range 3 East of the Willamette Meridian, Multnomah County, Oregon, said parcel being more particularly described as follows:

Commencing at a point in the centerline of vacated Campbell Road, being also on the west line of Sun Dial Ranch, where it intersects with centerline of a dike, said dike being shown on the War Department Plat recorded June 12, 1940 at #14029, and being 4,354.04 feet, more or less, north of the intersection of said centerline of Campbell Road with the centerline of the right of way of the Oregon-Washington Railroad and Navigation Company; thence North 01° 21' 53" East along said vacated Campbell Road centerline, 20.14 feet to the north line of N.E. 223rd Avenue and the TRUE POINT OF BEGINNING of the parcel herein described; thence continuing along said vacated Campbell Road centerline, North 01° 21' 53" East 812.17 feet to a point which bears South 01° 21' 53" West 50.00 feet from the intersection of said vacated Campbell Road centerline with the mean high water line of the Columbia River as shown on that survey recorded as Register Number 18782 in the Multnomah County Surveyor's Office; thence South 17° 09' 40" East 108.79 feet; thence South 02° 59' 55" East 671.14 feet; thence South 66° 25' 14" West 94.44 feet to the true point of beginning. Containing 1.00 acres, more or less.



Bones Construction Inc.

General Contractor • 3508 S. W. 269th • Aloha, Oregon 97007-1028 • (503) 649-5682

November 11, 1988

Ms. Jean Goin
Capitol Purchasing Agent
JAMES RIVER CORPORATION
349 N.W. 7th Avenue
Camas, WA 98607

Re: Chip Reloading Facility, Sundial Oregon
Wetlands Mitigation Proposal

Dear Ms. Goin:

Thank you for allowing us the opportunity to furnish you with a quote on your above referenced project. Enclosed please find our completed bid documents.

In the Bill of Material, dated October 17, 1988, you requested a wet weather alternative in the form of an additive unit cost per cubic yard to stockpile excavated material in the parking area and second handle excavated materials during the following spring months. With respect to this item, please consider our unit price of \$1.72 per cubic yard. Also in the Bill of Material, you requested a bid credit amount if all layout and control survey work were provided by others, for which we offer a deduction in our bid amount of \$8,000.00. Because we were informed that site burning will not be allowed on this project, we have not calculated a take out price for this proposed alternate.

In respect to our schedule of completion, we propose to meet or beat your schedule as outlined in the bid documents. We currently own nine scrapers (part of this fleet is double engine), five dozers and a multitude of support equipment. Owing to this strong equipment base, weather permitting we can and will be running a scraper spread in three separate location simultaneously. It is our intention to utilize all of our grading equipment on this project to insure a timely completion.

If we are under consideration for award following the bid opening, we will be happy to go over our proposed operation strategy for this project and outline what we believe to be the most advantageous schedule



James River Corp.
November 11, 1988
Page 2

If you have any questions regarding or proposal, or if you would like any additional information or clarification, please do not hesitate to call us.

On behalf of Bones Construction, we wish you success with your project and look forward to speaking with you soon. Once again, thank you for your consideration.

Sincerely,

BONES CONSTRUCTION INC.



Keith L. Taylor
General Manager

KLT/dl:

enc.

October 26, 1988

BID SCHEDULE

GRADING AND DRAINAGE IMPROVEMENTS

JAMES RIVER CORPORATION/

OREGON STATE MARINE BOARD

Wetlands Mitigation Plan
Columbia River Mile 118.5
Multnomah County, Oregon

Area "A"

<u>Item</u>	<u>JRC Cost Code</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Cost</u>
201.91		Clearing & Grubbing (1)	All	L.S.	\$ <u>31,125.00</u>	\$ <u>31,115.00</u>
203.34		Excavation of Unstable Material (Includes backfill)	1000	C.Y.	<u>2.92</u>	<u>2,920.00</u>
203.91(c)		Borrow Excavation (Imported Native Organic Material)	All	L.S.	<u>6,264.00</u>	<u>6,264.00</u>
203.91(e)		General Excavation	All	L.S.	<u>154,138.00</u>	<u>154,138.00</u>
203.91(f)		Embankment in Place	All	L.S.	<u>45,105.00</u>	<u>45,105.00</u>
603.91		24" RCP	All	L.S.	<u>9,875.00</u>	<u>9,875.00</u>
612.91		Paved Culvert End Slopes (2)	All	L.S.	<u>4,480.00</u>	<u>4,480.00</u>
SUBTOTAL AREA "A" - BASE BID						\$ <u>253,907.00</u>
		Potential Second Handling Add-On	All	L.S.	<u>\$1.72/c.y.</u>	<u>-----</u>
Total Area "A" Including Second Handling						\$ <u>-----</u>

(1) Bidder to include clearing, grubbing and/or stripping parking lot and access road.

*Quantity of material requiring second handling undetermined.

Bid Schedule
Grading & Drainage Improvements

October 26, 1988

Area "B"

201.91	Clearing & Grubbing ⁽¹⁾	All	L.S.	\$ <u>11,643.00</u>	\$ <u>11,643.00</u>
203.34	Excavation of Unstable Material (Includes backfill)	500	C.Y.	<u>3.30</u>	<u>1,650.00</u>
203.91(e)	General Excavation	All	L.S.	<u>106,338.00</u>	<u>106,338.00</u>
203.91(f)	Embankment in Place	All	L.S.	<u>45,105.00</u>	<u>45,105.00</u>
	SUBTOTAL AREA "B" - BASE BID				\$ <u>128,228.00</u>
	Potential Second Handling Add-On	All	L.S.	<u>\$1.72/cy</u>	<u>*</u>
	Total Area "B" Including Second Handling				\$ <u> </u>
	GRAND TOTAL - GRADING AND DRAINAGE IMPROVEMENTS - BASE BID				\$ <u>382,135.00</u>
	GRAND TOTAL - GRADING AND DRAINAGE IMPROVEMENTS INCLUDING SECOND HANDLING ADD-ON				\$ <u> </u>

(1) Bidder to include clearing, grubbing and/or stripping parking lot and access road.

*Quantity of material requiring second handling undetermined.

October 26, 1988

BID SUMMARY

Area "A"

Grading and Drainage Improvements - Base Bid	\$ <u>253,907.00</u>
Planting and Irrigation Improvements	<u>195,610.00</u> /
TOTAL AREA "A" - Base Bid	\$ <u>449,517.00</u>
Total Area "A" Including Second Handling	\$ <u> *</u>

Area "B"

Grading and Drainage Improvements - Base Bid	\$ <u>128,228.00</u>
Planting and Irrigation Improvements	<u>199,785.00</u> /
TOTAL AREA "B" - Base Bid	\$ <u>328,013.00</u>
Total Area "B" Including Second Handling	\$ <u> *</u>

GRAND TOTAL AREAS "A" AND "B" - Base Bid	\$ <u>777,530.00</u>
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GRAND TOTAL AREAS "A" & "B" INCLUDING SECOND HANDLING	\$ <u> *</u>
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*QUANTITY OF MATERIAL REQUIRING SECOND HANDLING UNDETERMINED.

BC
BN Bones Construction Inc.

General Contractor • 3508 S. W. 209th • Aloha, Oregon 97007-1028 • (503) 649-5682

November 14, 1988

Ms. Jean Goin
Capitol Purchasing Agent
JAMES RIVER CORPORATION
349 N.W. 7th Avenue
Camas, WA 98607

Re: Chip Reloading Facility - Sundial, Oregon
Wetlands Mitigation Proposal

Dear Ms. Goin:

Please excuse my oversight in omitting the planting and irrigation improvements itemization from our original proposal submitted Friday. You will find this bid schedule completed and attached.

If you should have any questions regarding our bid, or if you require any additional information, please do not hesitate to call us. Please be aware that all of the information faxed to you will also be placed in the mail this afternoon.

Once again, I apologize for the delay in getting the planting detail to you and any inconvenience this may have caused. Thank you for your consideration and we look forward to hearing from you soon.

Sincerely,

BONES CONSTRUCTION INC.



Debra Daly

DD/dl

enclosures

BID SCHEDULE

PLANTING AND IRRIGATION IMPROVEMENTS

JAMES RIVER CORPORATION/

OREGON STATE MARINE BOARD

AREA "A"

<u>Symbol</u>	<u>Botanical Name</u> <u>Common Name</u>	JRC Cost Code	<u>Qty.</u>	<u>Unit</u>	<u>Unit</u> <u>Price</u>	<u>Cost</u>
<u>EMERGENT SPECIES</u>						
SCI ACU	<u>Scirpus acutus</u> Hardstem Bulrush		14,290	EA	<u>1.95</u>	<u>27,865.50</u>
SAG SPP	<u>Sagittaria Spp.</u> Wapato		0	EA	<u>---</u>	<u>---</u>
ELE PAL	<u>Eleocharis palustris</u> Spike Rush		3,440	EA	<u>1.62</u>	<u>5,572.80</u>
JUN ACU	<u>Juncus acuminatus</u> Sharp Fruited Rush		0	EA	<u>---</u>	<u>---</u>
JUN EFF	<u>Juncus effusus</u> Soft Rush		28,510	EA	<u>1.75</u>	<u>48,892.50</u>
CAR INT	<u>Carex interrupta</u> Green Fruited Sedge		0	EA	<u>---</u>	<u>---</u>
<u>SHRUB SCRUB SPECIES</u>						
LON INV	<u>Lonicera involucrata</u> Black Twin Berry		225	EA	<u>15.14</u>	<u>3,406.50</u>
ROS WOO	<u>Rosa woodsii</u> Woods Rose		160	EA	<u>15.14</u>	<u>2,422.40</u>
SAM CAL	<u>Sambucus callicarpa</u> Red Elderberry		70	EA	<u>17.85</u>	<u>1,249.50</u>

AREA "A" (continued)

<u>Symbol</u>	<u>Botanical Name</u> <u>Common Name</u>	<u>JRC</u> <u>Cost</u> <u>Code</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit</u> <u>Price</u>	<u>Cost</u>
SAM GLA	<u>Sambucus glauca</u> Blue Elderberry		0	EA	---	---
COR STO	<u>Cornus stolonifera</u> Red Osier Dogwood		1,070	EA	12.78	13,674.60
SAL FLU	<u>Salix fluviatilis</u> River Willow		165	EA	3.79	625.35 *
SAL SIT	<u>Salix sitchensis</u> Sitka Willow		200	EA	3.79	758.00 *

FORESTED WETLANDS

SAL SCO	<u>Salix scouleriana</u> Scoulers Willow		75	EA	1.08	81.00 *
SAL LAS	<u>Salix lasiandra</u> Red Willow		0	EA	---	---
POP SP	<u>Populus X</u> Cottonwood		100	EA	1.08	108.00 *
PRU DEM	<u>Prunus demissa</u> Western Chokecherry		0	EA	---	---
FRA LAT	<u>Fraxinus latifolia</u> Oregon Ash		105	EA	71.39	7,495.95
CRA DOU	<u>Crataegus douglasii</u> Douglas Hawthorn		5	EA	71.27	356.35

UPLAND FORESTS

POP SP	<u>Populus X</u> Cottonwood		230	EA	1.08	248.40 *
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* Provided by Owner/Installed by Contractor

AREA "A" (continued)

<u>Symbol</u>	<u>Botanical Name</u> <u>Common Name</u>	<u>JRC</u> <u>Cost</u> <u>Code</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit</u> <u>Price</u>	<u>Cost</u>
FRA LAT	<u>Fraxinus latifolia</u> Oregon Ash		240	EA	<u>71.39</u>	<u>17,133.60</u>
RHA PUR	<u>Rhamnus purshiana</u> Cascara		85	EA	<u>71.39</u>	<u>6,068.15</u>
CRA DOU	<u>Crataegus douglasii</u> Douglas Hawthorn		50	EA	<u>71.39</u>	<u>3,569.50</u>

HYDROSEEDED GRASSES ABOVE 16 FOOT CONTOUR

			308,000	SF*	<u>.05</u>	<u>15,400.00</u>
	Tara Perennial Rye			70%		
	Ensylva Creeping Red Fescus			15%		
	Vicia Villosa Hairy Vetch			15%		

HYDROSEEDED GRASSES BELOW 16 FOOT CONTOUR

			202,700	SF*	<u>.05</u>	<u>10,135.00</u>
	Tara Perennial Rye			60%		
	Alopecurus pratensis Meadow Foxtail			20%		
	Eleocharis palustris Spike Rush (seed)			20%		

IRRIGATION LINE

Includes tees, fittings
quick coupling valves
with locking lids

	(3")	4,880	LF	<u>2.75</u>	<u>13,420.00</u>
93 ea. quick coupling valves (2) 3" brass gate valves	(6")	670	LF	<u>24.07</u>	<u>16,126.90</u>

TOTAL/PLANTING AND IRRIGATION IMPROVEMENTS, AREA "A" 195,610.00 ✓

* Quantities of hydroseeding may need adjustment from quantities provided per plan, based on actual areas hydroseeded. Provide unit price per square foot as requested.

BID SCHEDULE

PLANTING AND IRRIGATION IMPROVEMENTS

JAMES RIVER CORPORATION/
OREGON STATE MARINE BOARD

AREA "B"

<u>Symbol</u>	<u>Botanical Name</u> <u>Common Name</u>	JRC Cost Code	<u>Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Cost</u>
<u>EMERGENT SPECIES</u>						
SCI ACU	<u>Scirpus acutus</u> Hardstem Bulrush		3,430	EA	<u>1.95</u>	<u>6,688.50</u>
SAG SPP	<u>Sagittaria Spp.</u> Wapato		4,365	EA	<u>1.62</u>	<u>7,071.30</u>
ELE PAL	<u>Eleocharis palustris</u> Spike Rush		12,235	EA	<u>1.62</u>	<u>19,820.70</u>
JUN ACU	<u>Juncus acuminatus</u> Sharp Fruited Rush		11,560	EA	<u>1.62</u>	<u>18,727.20</u>
JUN EFF	<u>Juncus effusus</u> Soft Rush		26,960	EA	<u>1.75</u>	<u>47,180.00</u>
CAR INT	<u>Carex interrupta</u> Green Fruited Sedge		7,485	EA	<u>1.75</u>	<u>13,098.75</u>
<u>SHRUB SCRUB SPECIES</u>						
LON INV	<u>Lonicera involucrata</u> Black Twin Berry		0	EA	<u>---</u>	<u>---</u>
ROS WOO	<u>Rosa woodsii</u> Woods Rose		420	EA	<u>15.14</u>	<u>6,358.80</u>
SAM CAL	<u>Sambucus callicarpa</u> Red Elderberry		220	EA	<u>17.85</u>	<u>3,927.00</u>

AREA "B" (continued)

<u>Symbol</u>	<u>Botanical Name</u> <u>Common Name</u>	<u>JRC</u> <u>Cost</u> <u>Code</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit</u> <u>Price</u>	<u>Cost</u>
SAM GLA	<u>Sambucus glauca</u> Blue Elderberry		75	EA	<u>16.70</u>	<u>1,252.50</u>
COR STO	<u>Cornus stolonifera</u> Red Osier Dogwood		1,150	EA	<u>11.63</u>	<u>13,374.50</u>
SAL FLU	<u>Salix fluviatilis</u> River Willow		130	EA	<u>3.79</u>	<u>492.70*</u>
SAL SIT	<u>Salix sitchensis</u> Sitka Willow		0	EA	<u>---</u>	<u>-----*</u>

FORESTED WETLANDS

SAL SCO	<u>Salix scouleriana</u> Scoulers Willow		30	EA	<u>1.08</u>	<u>32.40*</u>
SAL LAS	<u>Salix lasiandra</u> Red Willow		60	EA	<u>1.08</u>	<u>64.80*</u>
POP SP	<u>Populus X</u> Cottonwood		35	EA	<u>1.08</u>	<u>37.80*</u>
PRU DEM	<u>Prunus demissa</u> Western Chokecherry		18	EA	<u>71.50</u>	<u>1,287.00</u>
FRA LAT	<u>Fraxinus latifolia</u> Oregon Ash		121	EA	<u>71.39</u>	<u>8,638.19</u>
CRA DOU	<u>Crataegus douglasii</u> Douglas Hawthorn		7	EA	<u>71.39</u>	<u>499.73</u>

UPLAND FORESTS

POP SP	<u>Populus X</u> Cottonwood		1	EA	<u>5.17</u>	<u>5.17*</u>
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* Provided by Owner/Installed by Contractor

AREA "B" (continued)

Symbol	Botanical Name Common Name	JRC Cost Code	Qty.	Unit	Unit Price	Cost
FRA LAT	<u>Fraxinus latifolia</u> Oregon Ash		1	EA	<u>75.00</u>	<u>75.00</u>
RHA PUR	<u>Rhamnus purshiana</u> Cascara		1	EA	<u>67.92</u>	<u>67.92</u>
CRA DOU	<u>Crataegus douglasii</u> Douglas Hawthorn		36	EA	<u>71.39</u>	<u>2,570.04</u>

HYDROSEEDED GRASSES ABOVE 16 FOOT CONTOUR

			289,950	SF*	<u>.05</u>	<u>14,497.50</u>
	Tara Perennial Rye			70%		
	Ensylva Creeping Red Fescus			15%		
	Vicia Villosa Hairy Vetch			15%		

HYDROSEEDED GRASSES BELOW 16 FOOT CONTOUR

			241,600	SF*	<u>.05</u>	<u>12,080.00</u>
	Tara Perennial Rye			60%		
	<u>Alopecurus pratensis</u> Meadow Foxtail			20%		
	<u>Eleocharis palustris</u> Spike Rush (seed)			20%		

IRRIGATION LINE

Includes tees, fittings
quick coupling valves
with locking lids

(3") 4,875 LF 4.50 21,937.50

82 quick coupling valves

TOTAL/PLANTING AND IRRIGATION IMPROVEMENTS, AREA "B" 199,785.00 ✓

* Quantities of hydroseeding may need adjustment from quantities provided per plan, based on actual areas hydroseeded. Provide unit price per square foot as requested.

REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION

The STATE OF OREGON acting by and through the STATE MARINE BOARD ("the State"), hereby affirms to JAMES RIVER II, INC., a Virginia corporation ("James River"), the representations, warranties, and indemnities set forth below with respect to the real property (the "Property") described in Exhibit A attached hereto and by this reference made a part hereof. The State makes the representations, warranties and indemnities set forth below in consideration of the conveyance of the Property by James River to the State by deed of even date herewith, and for other good and valuable consideration.

The State's Indemnification of James River

(a) To the extent permitted by Oregon law, and upon compliance with any applicable time limitations, notice or other procedural requirements imposed by Oregon law, the State shall defend, indemnify, and hold harmless James River from all claims, liabilities, damages, costs, and expenses (including, but not limited to, attorney's fees) resulting from any personal injury, property damage, water pollution, air pollution, hazardous waste contamination, hazardous substances contamination, damage to fish or wildlife, damage to fish or wildlife habitat, damage to natural resources, or environmental harm arising out of or in connection with use of the Property by the State, its officers, agents or employees or by any contractor, subcontractor, or any other person, organization or association using the Property with the permission, consent, or knowledge of the State.

Without limiting the generality of the foregoing, the State's obligations under this paragraph shall extend to liability incurred by James River under common law or under any federal, state, local, or other governmental requirement, including but not limited to the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9602 et seq., as amended; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300(f) et seq.; the Refuse Act, 33 U.S.C. § 407; the Endangered Species Act of 1973, 16 U.S.C. § 1531 et seq.; the Pacific Northwest Salmon and Steelhead Conservation and Enhancement Act, 16 U.S.C. § 3301 et seq. ORS Chapters 459, 466 and 468 and any regulations or rules promulgated under the federal and state statutes.

(b) The States indemnity under paragraph (a) shall survive the closing.

DATED this 13 day of November, 1989.

STATE OF OREGON
by and through the
STATE MARINE BOARD

By Paul Donheffner
Title: Director

REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION

JAMES RIVER II, INC., a Virginia corporation ("James River"), hereby affirms to the STATE OF OREGON acting by and through the STATE MARINE BOARD ("the State"), the representations, warranties, and indemnities set forth below with respect to the real property (the "Property") described in Exhibit A attached hereto and by this reference made a part hereof. James River makes the representation, warranties and indemnities set forth below in consideration of the State's acceptance of a deed of even date herewith conveying the Property from James River to the State, and for other good and sufficient consideration.

A. James River's Representations and Warranties

(a) There are no actions, suits, claims, legal proceedings or any other proceedings of which James River has notice affecting the Property, or any portion thereof, at law or in equity, before any court, or governmental agency, domestic or foreign.

(b) James River has not received notice from any governmental agency pertaining to the violation of any law or regulation affecting the Property, and James River has no knowledge of any facts which to James River's actual knowledge constitute a violation of any law or regulation affecting the Property.

(c) "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as a pollutant or contaminant or a hazardous, toxic or radioactive waste, constituent, material or substance, or other similar term by any federal or state law, regulation or rule including, but not limited to, the following:

Federal Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et seq., and regulations promulgated under it.

Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, 49 U.S.C. Section 1801 et seq., and regulations promulgated under it.

Federal Clean Air Act, 42 U.S.C. Section 7401-7626, and regulations promulgated under it.

Federal Water Pollution Control Act, Federal Clean Water Act of 1977, 33 U.S.C. Section 1251 et seq., and regulations promulgated under it.

Federal Insecticide, Fungicide, and Rodenticide Act, Federal Pesticide Act of 1978, 7 U.S.C. Paragraph 13 35 seq., and regulations promulgated under it.

Federal Toxic Substances control Act, 15 U.S.C. Section 2601 et seq., and regulations promulgated under it.

Federal Safe Drinking Water Act, 42 U.S.C. Section 300(f) et seq., and regulations promulgated under it.

State Superfund Law, ORS 466.540 et seq., as amended in 1989 Oregon Laws and rules promulgated under it.

State Resource Conservation and Recovery Act, ORS 459.005 et seq., and rules promulgated under it.

State Underground Storage Tank Law, ORS 466.605 et seq., and rules promulgated under it.

State Solid Waste Law, ORS, 459.205 et seq., and rules promulgated under it.

State Air and Water Pollution Control Law, ORS ch 468, and rules promulgated under it.

James River has not caused or permitted the Property to be used as a site for the generation, manufacture, refining, transportation, treatment, storage, handling, disposing, transfer, producing or processing of hazardous substances (as hereinabove defined), or solid waste, except in compliance with all applicable federal, state, and local laws or regulations, and has not caused or permitted and has no knowledge of the release of any hazardous substances on the Property or any release of any hazardous substances off site of the property that have migrated onto the property..

(d) James River shall comply with all federal, state, foreign and local laws, rules, regulations or administrative orders with respect to environmental conditions existing on the Closing Date including without limitation, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, ORS Chapters 459, 466, and 468 with respect to the Property to the full extent of its obligations under such laws and orders.

In the event the State discovers or determines the existence of any environmental condition (including, without limitation, a spill discharge or contamination) that existed as of, or prior to the Closing Date or any act or omission occurring prior to the Closing Date, the result of which may require remedial action pursuant to any law or may be the basis for the assertion of any third party claims, including claims of governmental entities, the State shall promptly notify James River thereof.

B. James River's Indemnification of the State

(a) James River shall defend, indemnify, and hold harmless the State from all claims, liabilities, damages, costs, and expenses (including, but not limited to, attorney's fees) incurred by the State in its capacity as owner of the Property resulting from any personal injury, property damage, water pollution, air pollution, hazardous waste contamination, hazardous substances contamination, damage to fish or wildlife, damage to fish or wildlife habitat, damage to natural resources, or environmental harm arising out of or in connection with use of the Property by James River, Crown Zellerbach Corporation, their officers, agents or employees, or by any contractor, subcontractor, or any other person, organization or association using the property with the permission, consent or knowledge of James River or Crown Zellerbach.

Without limiting the generality of the foregoing, James River's obligations under this paragraph shall extend to liability incurred by the State in its capacity as owner of the Property under common law or under any federal, state, local, or other governmental requirement, including but not limited to the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9602 et seq., as amended; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300(f) et seq.; the Refuse Act, 33 U.S.C. § 407; the Endangered Species Act of 1973, 16 U.S.C. § 1531 et seq.; the Pacific Northwest Salmon and Steelhead Conservation and Enhancement Act, 16 U.S.C. § 3301 et seq., ORS chapters 459, 466 and 468 any any regulations or rules promulgated under the federal and state statutes.

(b) In the event it cannot be determined what contribution James River's use, or the use of those for whom James River assumes liability under Article II A, made to the damage, pollution, or environmental harm, James River shall defend, indemnify and hold harmless the State from all claims, liabilities, damages, costs, and expenses (including, but not limited to, attorney's fees) resulting from any personal injury, property damage, water pollution, air pollution, hazardous waste contamination, hazardous substances contamination, damage to fish or wildlife, damage to fish or wildlife habitat, damage to natural resources, or environmental harm to which James River's use, or the use of those for whom James River assumes liability under Article B(a), contributed.

(c) The indemnify under Article B (a) and (b) shall survive the closing and be in addition to James River's obligation for a breach of a representation or warranty set forth in Article A.

DATED this 31st day of October, 1989.

JAMES RIVER II, INC.
A VIRGINIA COPORATION

By *R.C. Martin*
R. C. Martin
Vice President

ACCEPTED BY ORDER OF THE
STATE MARINE BOARD:

STATE OF OREGON
by and through the
STATE MARINE BOARD

By: *Paul Donahoff*
Title: *Director*
Date: *11/13/89*

MEETING DATE: SEP 09 1993

AGENDA NO: R-9

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ordinance Amending Multnomah County Code 9.30, regarding Plumbing Permit Fees

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: September 9, 1993

Amount of Time Needed: 10 minutes

DEPARTMENT: DES **DIVISION:** Administration

CONTACT: Betsy Williams **TELEPHONE #:** 248-5012

BLDG/ROOM #: 412/206

PERSON(S) MAKING PRESENTATION: Denise Kleim, City of Portland Bureau of Buildings
Betsy Williams, DES

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

This ordinance increases plumbing permit fees to be consistent with those adopted by the City of Portland on June 30, 1993. The City of Portland currently administers the County's building code enforcement and inspection program, in accordance with an intergovernmental agreement that has been in effect since July, 1986. The terms of that IGA stipulate that the City and the County will cooperate in ordinance amendments to improve efficiency and uniformity in code administration.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Betsy H. Williams

MULTNOMAH COUNTY
OREGON
1993 AUG 30 PM 10:18
BOARD OF
COUNTY GOVERNORS

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63 First Reading Approved. Ind Reading 9-16-93.
6/93

ORDINANCE FACT SHEET

Ordinance Title: Ordinance Amending Multnomah County Code 9.30
(regarding Plumbing Permit Fees)

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

This ordinance increases plumbing permit fees to reflect increases recently adopted by the City of Portland. Currently, the City of Portland's Bureau of Buildings administers the County's building, electrical and plumbing codes, in accordance with the terms of an intergovernmental agreement entered into in July, 1986. That IGA stipulates that the City and the County will cooperate in ordinance amendments to improve efficiency and uniformity in code administration.

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

City of Portland approved these increases on June 30, 1993, effective August 1, 1993.

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

This is a common mechanism to fund building inspection and code enforcement programs.

What is the fiscal impact, if any?

City of Portland policy is that construction-related programs in the Bureau of Buildings operating fund will be fully self-supporting. These fee increases will ensure that cost recovery in this area will be sufficient to fully fund the program, in accordance with City policy.

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: Betsy Willian

Planning & Budget Division (if fiscal impact): _____

Department Manager/Elected Official: Betsy Willian

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF MULTNOMAH COUNTY, OREGON

ORDINANCE NO.

An Ordinance amending Multnomah County Code Chapter 9.30.

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

Multnomah County ordains as follows:

Section 1. Findings

The Board of County Commissioners finds that citizens, business and commerce in general, will benefit from uniform plumbing permit fees within the metro area.

The Board of County Commissioners also finds that fee adjustments are necessary and convenient for efficient administration of plumbing codes under the City/County intergovernmental agreements relating to permit functions.

Section 2. Amendment

M.C.C. 9.30.100 is amended as follows:

9.30.100 Fees.

(A) Before a permit may be issued for the installation, alteration, renovation or repair of a plumbing or sewage disposal system, fees shall be collected in accordance with this section. Fees charged in this section relate to individual building or structure systems. Multiple service, private plumbing or sewage disposal systems, included but not limited to planned unit developments, shall be subject to plan review fees as set forth in MCC 5.10.220.

(B) Where an application is made and a plan is required, in addition to the fees under subsection (C) of this section, the applicant shall pay a plan review fee equal to 25% of the permit fee. Payment shall be made at the time of application.

(C) Before a permit may be issued for the installation, renovation, alteration or repair of a plumbing or drainage system, fees in accordance with the following table shall be paid:

- | | |
|---|-----------------------------------|
| (1) New construction for a single-family dwelling,
each unit with one bathroom | [\$213] <u>\$224</u> |
|---|-----------------------------------|

- | | | | |
|---|--|----------------------|--------------|
| (2) | New construction for a single-family dwelling, each unit with two bathrooms | [\$288] | <u>\$302</u> |
| (3) | New construction for a single-family dwelling, each unit with three bathrooms and not over 40 fixtures | [\$339] | <u>\$356</u> |
| (4) | Dwelling, each unit fixture repair or remodel, each fixture | [\$15] | <u>\$16</u> |
| Water service or building sewer fees shall be in accordance with subsection (8) of this section | | | |
| (5) | Mobile home service connections (sewer, water and storm), per space | [\$40] | <u>\$42</u> |
| (6) | Commercial/industrial. The fee shall be [\$15] <u>\$16</u> per fixture, plus any water service, sanitary and storm fees as required by subsection (8) of this section. | | |
| (7) | Single-family with more than 40 fixtures or over 3 baths, or when not purchased as a package, the fee shall be [15] <u>\$16</u> per fixture, plus water service, raindrains, sanitary and storm sewers as required in subsection (8) of this section. | | |
| (8) | Water service/sanitary/storm sewer | | |
| (a) | Water service (first 100 feet or fraction thereof) | [\$41] | <u>\$43</u> |
| (b) | Water service (each additional 100 feet or portion thereof) | [\$34] | <u>\$36</u> |
| (c) | Building sewer (first 100 feet or fraction thereof) | [\$41] | <u>\$43</u> |
| (d) | Building sewer (each additional 100 feet or fraction thereof) | [\$34] | <u>\$36</u> |
| (e) | Building storm sewer or rain drain (first 100 feet or fraction thereof) | [\$41] | <u>\$43</u> |

(f) Building storm sewer or rain drain
(each additional 100 feet or fraction
thereof) [\\$34] \$36

(9) Miscellaneous:

(a) Sewer cap [\\$41] \$43

(b) Replacement water heater (includes
electrical and/or mechanical heating
fee for an in-kind replacement) [\\$27] \$15

(c) For replacement of existing water
supply lines within the building:

(i) Single-family residence:
[\\$31] \$33 minimum first
floor \$12 for each
additional floor

(ii) Commercial/industrial
structure: [\\$31] \$33 for
up to the first five fixture
branches

Each additional fixture
branch shall be \$8
(fixture branch shall
include both hot and cold
water)

(d) Each solar unit [\\$40] \$42

(D) Special inspection.

(1) Prefabricated structural site inspection, the fee shall be 50% of applicable category (includes site development and connection of the prefabricated structure).

(2) Requested inspections that are not part of the regular inspection program will be made as soon as practical after payment to the building official of the fee specified below:

- (a) Single and two family dwellings (occupancy class R3) \$100
- (b) Apartment houses (occupancy class R1) (plus \$7 for each dwelling unit in excess of three) \$160
- (c) Hotels (occupancy class R1) (plus \$5 for each sleeping room in excess of five) \$160
- (d) All other occupancies one and two stories in height up to 10,000 square feet (plus \$7 for each additional 1,000 square feet) \$160
- (e) All other occupancies three stories in height and above (plus \$20 for each story in excess of three) \$160

(...remainder of Section 9.30.100 to remain unchanged...)

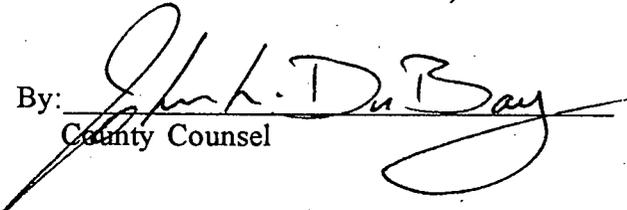
ADOPTED this _____ day of _____, 1993 being the date of its _____ reading before the Board of County Commissioners of Multnomah County.

MULTNOMAH COUNTY, OREGON

Beverly Stein
Multnomah County Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By: 
County Counsel