

ANNOTATED MINUTES

Tuesday, July 1, 1997 - 9:30 AM
Portland Building, Second Floor Auditorium
1120 SW Fifth Avenue, Portland

BOARD BRIEFING

Chair Beverly Stein convened the meeting at 9:36 a.m., with Vice-Chair Gary Hansen and Commissioner Dan Saltzman present, and Commissioners Sharron Kelley and Tanya Collier excused.

- B-1 Update on Arming Implementation for Adult Community Justice Probation/Parole Officers. Presented by Elyse Clawson, Bob Grindstaff and Michael Haines.

***ELYSE CLAWSON, BOB GRINDSTAFF AND
MICHAEL HAINES PRESENTATION AND
RESPONSE TO BOARD QUESTIONS AND
DISCUSSION.***

The briefing was adjourned and the regular meeting convened at 10:05 a.m.

Tuesday, July 1, 1997 - 10:00 AM
Portland Building, Second Floor Auditorium
1120 SW Fifth Avenue, Portland

REGULAR MEETING

CONSENT CALENDAR

***UPON MOTION OF COMMISSIONER SALTZMAN,
SECONDED BY COMMISSIONER HANSEN, THE
CONSENT CALENDAR (ITEMS C-1 THROUGH C-27)
WAS UNANIMOUSLY APPROVED.***

NON-DEPARTMENTAL

- C-1 Appointment of Krista K. Fischer to DUII COMMUNITY ADVISORY BOARD
- C-2 Re-appointment of Chris Foster and Dave Kunkel and Appointment of Nancy Anne Wilson and Timothy Crail to the MULTNOMAH COUNTY PLANNING COMMISSION
- C-3 Appointment of David Fuks to the REGIONAL ARTS AND CULTURE COUNCIL
- C-4 Amendment 1 to Intergovernmental Agreement 105126 with Mt. Hood Community College, Purchasing Outreach and Assessment Services for Strategic Investment Program Employment Opportunities through September 15, 1997

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- C-5 ORDER Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody

ORDER 97-128.

- C-6 Renewal of Intergovernmental Agreement 100368 with the City of Portland, for Participation in the Portland HOME Consortium Cooperation Agreement for Program Years 1998-2000
- C-7 Renewal of Intergovernmental Revenue Agreement 101858 with the Oregon Department of Energy, Providing Weatherization Services for Low Income Households through June 30, 1999
- C-8 Amendment 2 to Intergovernmental Revenue Agreement 103606, Funding the Integrated Services Caring Communities Project at Beach Elementary School
- C-9 Amendment 2 to Intergovernmental Revenue Agreement 103616, Funding the Integrated Services Caring Communities Project at Marshall High School
- C-10 Amendment 2 to Intergovernmental Revenue Agreement 103626, Funding the Integrated Services Caring Communities Project at Roosevelt High School

DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE

- C-11 Renewal of Intergovernmental Revenue Agreement 700028 with the Oregon Youth Authority, Providing Evaluation and Diagnostic Services Disposition of Parole Violators, Community Services, and a Process for Making Training School and Parole Placement Decisions through June 30, 1998

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-12 ORDER Cancelling Land Sale Contract 15664 with Estate of Timothy Henderson, Deceased, Upon Default of Payments and Performance of Covenants

ORDER 97-129.

- C-13 ORDER Authorizing Execution of Assumption of Vendee's Interest in Land Sale Contract 15786

ORDER 97-130.

- C-14 ORDER Cancelling Land Sale Contract 15793 with G & B Investments Upon Default of Payments and Performance of Covenants

ORDER 97-131.

- C-15 ORDER Authorizing Execution of Deed D971486 for Repurchase of Tax Foreclosed Property to Former Owner Jeanette A. Searls

ORDER 97-132.

- C-16 ORDER Authorizing Execution of Deed D971491 for Purchase of Certain Tax Foreclosed Property by Bruce J. and Shirley J. Penney

ORDER 97-133.

- C-17 ORDER Authorizing Execution of Deed D971492 for Purchase of Certain Tax Foreclosed Property by Philip R. Bebout

ORDER 97-134.

C-18 ORDER Authorizing Execution of Deed D971493 for Purchase of Certain Tax Foreclosed Property by Marianne C. Browne

ORDER 97-135.

C-19 ORDER Authorizing Execution of Deed D971494 for Purchase of Certain Tax Foreclosed Property by Bruce Cushman

ORDER 97-136.

C-20 ORDER Authorizing Execution of Deed D971495 for Purchase of Certain Tax Foreclosed Property by Teresita M. Duffy and Timothy Ray

ORDER 97-137.

C-21 ORDER Authorizing Execution of Deed D971497 for Purchase of Certain Tax Foreclosed Property by C. Chispan Re-Development, Inc.

ORDER 97-138.

C-22 ORDER Authorizing Execution of Deed D971498 for Purchase of Certain Tax Foreclosed Property by KVS Limited Licensed Corporation

ORDER 97-139.

C-23 ORDER Authorizing Execution of Deed D971499 for Purchase of Certain Tax Foreclosed Property by Shirley J. Scherz

ORDER 97-140.

C-24 ORDER Authorizing Execution of Deed D971500 for Purchase of Certain Tax Foreclosed Property by King T. Ha and Wayne K. Ha

ORDER 97-141.

C-25 ORDER Authorizing Execution of Deed D971501 Upon Complete Performance of a Contract to William Werner

ORDER 97-142.

C-26 ORDER Authorizing Execution of Deed D971502 Upon Complete Performance of a Contract to Janet Powell

ORDER 97-143.

DEPARTMENT OF HEALTH

- C-27 Renewal of Intergovernmental Agreement 200018 with Oregon Health Sciences University, Providing On-Line Medical Direction, Trauma Communications Coordination, and Central Data Collection for Emergency Medical Services in Multnomah County

REGULAR AGENDA

PUBLIC COMMENT

- R-1 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.

NO ONE WISHED TO COMMENT.

DEPARTMENT OF AGING SERVICES

- R-2 Intergovernmental Agreement 400217 with the City of Portland, Providing ASD Planning and Occupancy of the East Portland Community Center Facility

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-2. JIM MCCONNELL EXPLANATION AND RESPONSE TO BOARD QUESTIONS AND COMMENTS IN SUPPORT. AGREEMENT UNANIMOUSLY APPROVED.

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- R-3 RESOLUTION Adopting Request for Proposal Materials of the Strategic Investment Program (SIP) Housing Program

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-3. CECILE PITTS AND HC TUPPER EXPLANATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. RESOLUTION 97-144 UNANIMOUSLY APPROVED.

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-4 Intergovernmental Agreement 301597 with Metro, Providing County
Project Management Services to Metro's Washington Park Zoo

**COMMISSIONER HANSEN MOVED AND
COMMISSIONER SALTZMAN SECONDED,
APPROVAL OF R-4. JIM EMERSON EXPLANATION
AND RESPONSE TO BOARD QUESTIONS AND
DISCUSSION: AGREEMENT UNANIMOUSLY
APPROVED.**

There being no further business, the meeting was adjourned at 10:48 a.m.

OFFICE OF THE BOARD CLERK
FOR MULTNOMAH COUNTY, OREGON

Deborah L. Bogstad

Deborah L. Bogstad



MULTNOMAH COUNTY OREGON

BOARD CLERK

OFFICE OF BEVERLY STEIN, COUNTY CHAIR
1120 SW FIFTH AVENUE, SUITE 1515
PORTLAND, OREGON 97204
TELEPHONE • (503) 248-3277
FAX • (503) 248-3013

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

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA FOR THE WEEK OF JUNE 30, 1997 - JULY 4, 1997

Tuesday, July 1, 1997 - 9:30 AM - Board Briefing Page 2

Tuesday, July 1, 1997 - 10:00 AM - Regular Meeting.....Page 2

Friday, July 4, 1997 - HOLIDAY - OFFICES CLOSED

INDIVIDUALS WITH DISABILITIES MAY CALL THE BOARD CLERK AT (503) 248-3277, OR
MULTNOMAH COUNTY TDD PHONE (503) 248-5040, FOR INFORMATION ON AVAILABLE
SERVICES AND ACCESSIBILITY.

AN EQUAL OPPORTUNITY EMPLOYER

Tuesday, July 1, 1997 - 9:30 AM
Portland Building, Second Floor Auditorium
1120 SW Fifth Avenue, Portland

BOARD BRIEFING

- B-1 Update on Arming Implementation for Adult Community Justice Probation/Parole Officers. Presented by Elyse Clawson, Bob Grindstaff and Michael Haines. 30 MINUTES REQUESTED.
-

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DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

R-3 RESOLUTION Adopting Request for Proposal Materials of the Strategic Investment Program (SIP) Housing Program

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-4 Intergovernmental Agreement 301597 with Metro, Providing County Project Management Services to Metro's Washington Park Zoo

SHARRON KELLEY
Multnomah County Commissioner
District 4



Portland Building
1120 S.W. Fifth Avenue, Suite 1500
Portland, Oregon 97204
(503) 248-5213
E-Mail: sharron.e.KELLEY@co.multnomah.or.us

To: Board of County Commissioners
Board Clerk

From: Andrew Mooney
Office of Commissioner Kelley

Date: June 20, 1997

Commissioner Kelley will be out of the office starting the afternoon of June 27th till July 7th.

BOARD OF
COUNTY COMMISSIONERS
97 JUN 20 AM 10:16
MULTNOMAH COUNTY
OREGON

TANYA COLLIER
Multnomah County Commissioner
District 3



1120 SW Fifth St., Suite 1500
Portland, OR 97204
(503) 248-5217

MEMORANDUM

TO: Deb Bogstad, Board Clerk
Chair Beverly Stein
Commissioner Dan Saltzman
Commissioner Sharron Kelley
Commissioner Gary Hansen

FROM: Michele Fuchs 

DATE: July 1, 1997

SUBJECT: Absence from Board Meeting

Commissioner Collier will be absent from today's Board meeting so that she may attend a funeral.

BOARD OF
COUNTY COMMISSIONERS
97 JUL - 1 AM 11:29
MULTNOMAH COUNTY
OREGON

Meeting Date: JUL 01 1997

Agenda No.: B-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM

SUBJECT: ARMING IMPLEMENTATION UPDATE

BOARD BRIEFING:

Date Requested: JULY 1, 1997

Amount of time needed: 30 MINUTES

REGULAR MEETING

Date Requested: _____

Amount of time needed: _____

DEPARTMENT: Adult Community Justice **DIVISION:** Administration

CONTACT: Elyse Clawson, Bob Grindstaff **PHONE #:** 248-3701 x24818

BLDG/ROOM #: 161/600/ACJ

PERSON(S) MAKING PRESENTATION: Elyse Clawson, Bob Grindstaff, Michael Haines

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Arming Implementation Update

SIGNATURES REQUIRED:

ELECTED OFFICIAL _____
Or

DEPARTMENT MANAGER _____

BOARD OF
COUNTY COMMISSIONERS
97 JUN 23 PM 3:47
MULTNOMAH COUNTY
OREGON


ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

**MULTNOMAH COUNTY DEPARTMENT OF
ADULT COMMUNITY JUSTICE**

MEMORANDUM

TO: Board of County Commissioners

FROM: Elyse Clawson, Director 

DATE: June 23, 1997

SUBJECT: Arming Implementation Briefing

**REQUESTED
PLACEMENT DATE:** July 1, 1997

I. RECOMMENDATION/ACTION REQUESTED

Resolution approving Arming Implementation plan.

II. BACKGROUND/ANALYSIS

In July 1994, the Continuum of Safety Task Force issued its report and recommendations on the full range of safety issues for the department staff. The report included a number of recommendations related to arming. On March 9, 1995, the Board of County Commissioners (Board) approved a Resolution accepting the Task Force's recommendations, but requiring further planning for implementation of armed units. The Board directed the department to prepare an implementation plan to address several specific issues. In response to that directive, the department chartered the Armed Units Work Group and the Arming Implementation Work Group to develop a Firearms Policy and Procedure, a training curriculum, cost estimates, operational issues, and a timeline. The Arming Implementation Plan is the product of those workgroups and outlines how the department proposes to implement armed units.

On March 27, 1997, the Board was briefed specific to the above described issues. Additional concerns resulted in the scheduling of another briefing for July 1, 1997, to address an arming survey, mental health component of training curriculum, incident report data and status report regarding the three armed units.

III. FINANCIAL IMPACT

Since the plan is still being implemented, the specific costs of arming units is still unknown. The original estimates projected a cost of \$85,376 to \$112,198 for the initial implementation, and \$23,673 to \$30,414 in ongoing expenses. These projections included staff time to attend training's, the cost of which has thus far been absorbed by the department. The equipment has been purchased, and much of the training has been provided.

On June 20, 1996, the Board approved Budget Modification DCC-7 (general fund contingency funding) in the amount of \$54,720 to pay for the hard expenses incurred by the department in FY 95/96 (psychological arming exams, arming related staff training, guns, ammunition, and arming related safety/training equipment). The Adult Community Justice will continue to monitor arming expenses while we implement the armed units.

IV. LEGAL ISSUES

Since Multnomah County (Sheriff's Office) already has armed staff, there are no new issues raised by creating armed units within Adult Community Justice. There will be additional, possible exposure should an officer injure someone, but the department will provide procedures and training to minimize the potential effect. As outlined in the Arming Implementation Plan, firearms may only be used by the department staff as a last resort or defensive response to prevent serious physical injury or death to self or another person, and not in defense of property, to bring about compliance, or to prevent escape.

V. CONTROVERSIAL ISSUES

The implementation of armed units in Adult Community Justice has caused much debate within the department and staff are currently divided on this issue. Some staff feel that the community has become more violent and dangerous than in the past, and believe that arming will make them safer. Other staff are concerned about working in the same office or in the field with armed staff. They are concerned that the possible threat of violence may spread to them, even though they do not wish to be armed. They question whether Probation/Parole Officers (PPO's) will really be safer, or will the possible presence of a gun actually change the dynamics of the client relationship, and make it more dangerous for them. Adult Community Justice will continue to work with staff to identify and hopefully, resolve their concerns.

VI. LINK TO CURRENT COUNTY POLICY

The Board passed Resolution No. 95-44 on March 9, 1995 which directed Adult Community Justice to arm specific units.

VII. CITIZEN PARTICIPATION

Decisions about arming Adult Community Justice staff have been made in public Boards meetings, but no formal citizen participation has occurred.

VIII. OTHER GOVERNMENT PARTICIPATION

We will contact other departments and justice agencies to discuss how this plan may affect them. Adult Community Justice will need to clearly explain to other government agencies that we are arming for defensive response only, and that normal backup and incident response needs will not change.



MULTNOMAH COUNTY OREGON

JUVENILE AND ADULT COMMUNITY JUSTICE
Adult Community Justice
PAROLE AND PROBATION DIVISION
MULTNOMAH BRANCH DIAGNOSTIC CENTER
1120 S.W. 3RD, #358
PORTLAND, OREGON 97204
(503) 248-3081 FAX (503) 248-3086

BEVERLY STEIN
COUNTY CHAIR

Memorandum

DATE: June 19, 1997
TO: Bob Grindstaff, Deputy Director
FROM: Dan Pinkney, Safety Coordinator
RE: Incident Reports

As you are aware, our Department recently changed the format of our Incident Report form to reflect the armed status of Probation/Parole Officers involved in each incident reported. To accommodate this, the database needed to be changed as well. This has been accomplished and all incident reports dated January 1, 1997 and onward now reflect this data.

On or about June 10, 1997, I began to analyze this data. There are **289** Incident Reports submitted between January 1, 1997 and June 2, 1997. I believe that the majority of Incident Reports written during the first five months of 1997 are represented.

Presently we have thirty (30) Armed Status Probation/Parole Officers within the Department. Twelve (12) are threat armed, five (5) of which are threat armed only, the remaining seven (7) are assigned to armed units. Nineteen (19) are assigned to armed units (**HPV, Generic, Gang**). Five (5) are Firearms instructors only, and one (1) of the armed unit officers is also a firearms instructor.

According to policy, when arrests are planned and carried out, a minimum of three(3) Probation/Parole Officers are required to be part of the arrest team unless exigent circumstances exist. With this in mind, the following

information was obtained from the Incident Reports submitted during the first five months of 1997.

289 Incident Reports submitted.

206 (71.3%) occurred in the Probation/Parole Offices.

In **96** (46.6%) of these, one or more Armed Status PPO was involved.

50 (17.3%) occurred in the Offenders Home.

In **28** (56.0%) of these, one or more Armed Status PPO was involved.

33 (11.4%) occurred in the community (field).

In **14** (42.4%) of these, one or more Armed Status PPO was involved.

228 (78.8%) of the above were Arrest Incidents.

In **136** (59.6%) of these, one or more Armed Status PPO,s were involved.

Five (5) of these involved threats against staff by Offenders.

In 2 of these, one or more Armed Status PPO was involved.

Two (2) of these involved physical force resulting in one injury.

In both of these, one or more Armed Status PPO was involved.

Six (6) of these involved other weapons (knives) being confiscated from the offender.

15 (5.0%) were Threat Incidents.

Nine (9) verbal, Five (5) by telephone, One (1) by letter.

2 (0.6%) were Physical Force Incidents.

Both of these involved threats against staff by the Offender.

44 (15.2%) of the remaining Incident Reports are in the following categories.

20 Other Safety Hazard. (Nothing real serious)

10 Injury (Primarily Offender Forest Project injures.)

8 Formal Search Conducted.

6 Damage to property (County buildings, and vehicles).

In **6** (13.6%) of these, one or more Armed Status PPO was involved.

In summery, both armed and non armed status employees are working together in all areas of the Department with no significant problems noted. It also needs to be noted that during the time frame covered in this memo, no Probation/Parole officer has found it necessary to draw his/her weapon in the performance of their duty.

Arming Survery Result

Question 1: Do you believe our Department's policy on arming for sworn staff should be:

a. mandatory	12	8%
b. optional	72	49%
c. by caseload assignment	16	11%
d. mandatory for all new, sworn staff, mandatory by caseload assignment; optional for existing sworn staff	30	20%
e. armed only for threat	10	7%
f. arm no one	5	3%
No response	3	2%
TOTAL	148	

Question 2: If you were provided the opportunity to be armed, would you choose to be armed?

a. Yes	90	61%
b. No	53	36%
No response	5	3%
TOTAL	148	

Question 3: Would you choose to be armed if you had to purchase your own weapon?

a. Yes	70	47%
b. No	31	21%
No response	47	32%
TOTAL	148	

Evaluation Tabulation and Response

1) Do you believe our Department's policy on arming for sworn staff should be (CHOOSE ONE):

A.) 12 No Response: 3
B.) 72
C.) 16
D.) 30
E.) 10
F.) 5

2) If you were provided the opportunity to be armed, would you choose to be armed?

A.) 90 No Response: 5
B.) 53

3) Would you choose to be armed if you had to purchase your own weapon?

A) 70 No Response: 47
B) 31

Comment Response

- My answers above are contingent upon a higher grade (more extensive) training program.
- Although I'm more than willing to purchase my own weapon. I strongly believe that the Department should increase this expense and opt to support "Arming Implementation".

As things change, with only some PO's armed it, poses threat to those of us who are not. Offenders are becoming more dangerous. Years ago I would not have opted to be armed I have experience/trained years ago as a reserve deputy I know. I am capable & able to perform duties armed or unarmed. Personally I have concerns about some - of those who are already armed... are some of us really able to deal with the results of an incident?

- It's about time - finally! bad guys are more dangerous - heavier armed we need tools to do our jobs - for our safety and the safety of the community
- I have a lifetime of experience with weapons (hand guns), and as our job is getting more and more dangerous we should have the option of being armed. I would be happy to purchase my equipment if it meant that arming of POs would be the result

- Don't want to be armed that bad.
- While I would be willing to purchase a weapon - I think the department should pick up the expense instead of staff
- 1.) Arm those that want to be armed. 2) Some sworn staff should never be armed. management knows which ones, 3) Most PO's who want to be armed already carry off duty.
- Caseloads & HPV and Gang
- Mandatory for Certain Caseloads, optional for existing sworn staff; armed for threat. Not sure, I would need to assess this question in more detail based on the caseload I was supervising and other issues job related and in my personal life.If I choose to be armed I would be willing to purchase my own weapon.
- There are times when you may need to protect yourself. If the equipment is not available, there's no second chance.
- Arming changes the face of our job. Moving from posture of avoiding leaving dangerous situations to "cowboy" mentality. Not leaving or backing out as might be prudent.
- I believe arming should be by special caseload and armed for threats .
- I purchased my own weapon when I was first armed. I do not believe an employers should have to purchase safety items for their jobs - I think it should be mandatory for the agency to pay for these item. If they are determined to be a need for safety then the County should pay for it.
- I was armed previously at my own expense. I would not do that again. The County owes it to its employees to pay for their weapons/protection. Would P.P.B try that?
- Any - PO that is armed should pass a psychological test and the qualify at the range.
- I strongly believe the department will need to strictly enforce training requirements for all armed staff.
- Answers to 2 & 3 are also dependent on policies around optional arming.
- I think the arming committee has done an outstanding job. A very big step for our organization and we are making a lot of progress.

- To maintain weapon reliability & integrity, the opt should purchase the weapons easier to train & set standards.
- 3. -- If I had to / should be the dept. responsibility.
- If I had enough money "\$"
- It is a concept "whose" time has come.
- I believe however, that scoring 100% is too much - other law enforcement agencies do not require officers to score 100%
- Strange survey questions
- #1 → I think all new sworn staff should be hired with the understanding they may be armed, #2 → I believe the department should pay, but if not, I probably would because I believe we should be armed.
- Staff should be allowed to take weapons home to increase familiarity of the weapon and not just limited to 8-5. Staff should be allowed to practice shooting their weapons when they want to on their own time, but be required to practice with the range master monthly to make sure they are maintaining consistent arming skills.
- At the present time we as a department need this service as a pine safety instrument.
- A word to the wise. If our department does not provide every PO the opportunity to be armed, the county will be liable for any injuries or deaths to PO not armed. Right or Wrong?

Unfortunately P & P officers are assigned (randomly) to supervise a population that increasingly contains unstable & (randomly) dangerous individuals. This necessarily means that P&P officers are increasingly exposed to serious injury or death. Unless an administrator (5) can change the population which is being supervised, it seems unconscionable to me that an administrator(s) would demand that others be made to submit themselves to the unavoidable risks inherent in current field. Supervision especially when the same risk is not being taken by most supervisors and their superiors. Frankly, to me this appears callous at best experience and history would indicate that filtering out the most dangerous is not possible. Future, to have one P&P officer armed going into potentially dangerous situations w/unarmed PO's is unwise. A potential solution would be to give "Risk" day to field PO's (2) It disturbs many PO's including myself, that this far the administration's views of this issue appears driven more by personal ideology than practical realities.....Let me be clear. I have No personal desire or immature need to be armed. But, it would be irresponsible for me to ignore the present. Serious danger that field supervision now involves: both to myself and my

peers. I hope the current administration will break w/past administrators in the above issue.....Sincerely - Don Baird (PPO Mtgr)

- 3) If I could choose my own revolver.... My choice of weapon is a S o W Mod 19 2 1/4" 6 shot - A 40 cal. Glock is an own kill. SW Mod 19 (357) the right choice.
- I have been in situations where I would have liked to be armed. I would like very much to be able to finish this career w/o having to be armed for any reason. I do believe staff should be equipped - this is a tough issue, I'm glad it's you & not me making the decision..... Good luck to you
- I would prefer for our department to focus our resources on teaching more PO's to be change - agents, rather than concentrating all our time and money on law enforcement role of the job. Arrest, surveillance is only part of the job, not all.
- Optional arming with option of when to be armed.
- I really think that if personal safety were such an important issue the secretaries who have the majority of initial contact and the techs ought to be armed first.
- We work with known felons, we work in an uncontrolled environment (field) we pose a perceived threat to our offenders associates. I feel much safer going into unknown situations "the field" knowing that if threatened with lethal force I would be able to protect myself - there are too many "unknown" in this line of work to chance not being able to protect yourself.
- Nationally, one PO a year in the US is killed in the line of duty (includes: car wrecks, falling off cliffs, etc. more than to offenders). The threat does not justify the response. About 10 years ago, the Nevada State Attorney General office did a study of paroles and probationers in Nevada, where PO are armed. They concluded, and recommended to the Nevada DOC, that PO's not be armed. Their study showed offenders are more likely to "armor up" to what the PO is carrying. Talk to ex-LA PO's --- they will acknowledge being safer in the community in the offenders knew they were not carrying firearm. In the last 15 years in the US, some of the PO's killed/injured by offenders were armed but were unable to use their weapon, or where ineffective. We will probably lose a PO to accidental gun fire before we lose one to a criminal actions.
- I believe all staff should be given information regarding the arming issue to make a decision ? which they feel comfortable.
- All staff should be trained to know what to do if another PO or the police need to draw their weapon (gun)

- Optional is the way to go.
- We deal with an ever increasingly dangerous population. I work alone most of the time & was armed for one year. I would like to be armed again. The police officers I work with do not understand why we are not armed. This is long past due. All studies have recommended arming. The majority of Oregon counties are armed. We have a higher population of serious crime offenders. The training for arming is getting better and everyone in this job should go through it. Thank you - please listen this time.
- Have been armed for threat prior to our department providing firearms. I believe based on my professional experience, that department issued weapons of same make and caliber provide "professional uniformity and applicable skills" for all armed officers to perform related functions.
- I believe our direction has been a good one.
- Arming should be for threat and specialized caseloads. Mandatory for new staff does not make much sense. They are the least experienced, and experience is important in knowing how to avoid situations that could lead to a need to use a gun.
- Needs to be optional - need psychological training to be continuous
- I supervise a predatory caseload of sex offenders. They are usually compliant but if cornered it is fight/flight; plus their significant other is often armed.
- Make a decision
- I believe arming by assignment is also very important, e.g. gang unit.
- Recommend survey to determine what staff prefer as to caliber and make of weapon
- Risk determined by threat, not by PO. This is just another safety tool that should be available, if PO wants to be able to meet threat with whatever level of force the threat dictates. Going home at night is job one.
- If we have to be armed & protect ourselves then it is incumbent that the employer provide the tools to conduct our work effectively. Also it should be department policy what type of weapon used and its purpose.
- Long Overdue!
- 1. a. Mandatory with a grace period built in to allow existing sworn staff to review their options in lieu of being armed. 1.b. If optional arming is applied to sworn staff,

the staff elected be armed should receive an incentive/hazardous pay for the training completed and for supervising the more dangerous offenders.

- The department should train and purchase weapons free of charge for their staff.
- Arming is very serious. Irresponsibility in handling and safe keeping of a weapon in this department is prevalent. In a field where we respond to actions, to justify an aggressive force (weapon) to be used there has to be a 'threat' that is documented. My opinion is that to be armed is to be under threat. To be armed is to abide by the strictest standard and to be held to that standard without censorship.
- For a long time I felt that the State/ County was never concerned about my safety. I am always subject to be threatened i.e. home visit - and often 5:00 PM -----
- When would it be appropriate to pull our weapon? After the offender pulls his? Or if one shot at me from the house? Do I hide behind the car and become involved in a shoot out? The community is not the OK Corral. I fear some on getting hurt, but the false sense of security provided by the weapon. We are not police and I don't see dangerous offenders as more dangerous, there are only more of them as we continue to over populate.
- Our job is at least as dangerous as police officers and I feel the sworn officer/staff should have an (option)
- I would prefer to purchase my own weapon to bring to work and carry home.
- I believe with the high number of offenders being released early the potential for officer safety has been compromised.
- I would like to have the opportunity to purchase my County weapon.
- If 75,000 citizens in Oregon can be trusted with weapons permits, I believe that our well trained, well educated staff can be trusted to be armed.
- I definitely feel it should be optional - also having a range of weapons would be helpful and can we purchase the County Weapon we've been issued?
- Staff should be allowed more discretion, i.e., when to wear weapon, when to wear vest

I would strongly suggest and urge the HPV Team to look at the fact that there are at least three separate and probably similar criteria of identifying potentially dangerous offenders. 1) The designation of "High Risk Dangerous Offender" as set down by the Board of Parole and PPS 2.) The designation of "Potential armed career criminals"

by the ATF. 3) the designation of "Red Tag" by department action. --- If we are truly to identify the HPV people and give the County Commissioners an accurate portrayal of the folks we supervise, then every single one of those people should be in the HPV unit. If that unit is too small then it should be expanded to the point that all are included.

I submit that if anyone so identified is allowed to remain on a generic caseload and harm befalls the PO, or tragically befalls a member of the community because an unarmed PO felt uncomfortable going into the community to "fully supervise and monitor" this felon, it would also like to document the fact that this agency and others have for years told commissioners and legislators alike that arming only some of the PO's under the optional arming proposal would put PO's who choose not to be armed or cannot qualify to be armed at greater risk. Needless to say that can be debated an nuisance but suffice it to say that that is exactly what this agency has done. I suspect that in the event a PO is murdered like what just happened in Indiana, it will be an interesting point for the jury to consider. I appreciate your support and willingness to listen, I hope that we can get past some of this stuff spend our energies on other things. I would hope that someone has told the Commissioners that this arming issue will not go away. It will continue to be a major issue and eventually embarrass them politically.

- Firearms escalate dangerousness, often cloud common sense and give an illusion of safety that is more reliably secured by less drastic means.
- I would like the option to be armed whenever I feel there is a need. I would not normally want to be armed as a daily routine - unless there is a need to be armed
- We should remember that our verbal skills can be of great use to us in diffusing situation. Do we want the guns to get in the way of our daily work with clients. We are not the police. We are trained to work with clients to get their lives. Will it be more dangerous for all PO's if some choose to carry guns and others do not. For those of us who would choose not to carry guns, would we be in a more dangerous position because offenders would assume we do.

Lets face it, some people should not be carrying a gun! Even some PO's

- Personality styles - some people are more apt to escalate a situation versus others who are better at diffusing. I feel a gun always raises the danger level.
- If people choose to carry a gun they better know if they pull it out they had better be willing to use it.

Respect - some people do not have the respect for guns and what they can do.

- A similar survey was conducted once before, "its time to get on with it"

- If I could pick my own type / brand
- In reference to #1... I answered "D" as I feel all PO's should have all tools in the force continuum I do believe that the dept. has an obligation to accommodate existing staff that are uncomfortable with firearms or do not have the ability to use such a tool. A re-class of the PO position may be appropriate i.e.: PO I & PO II (one being armed and w/ a primary duty of field contacts, arrests, searches... and the other class would concentrate on the "mechanics" of the job w/computer entries, office contacts, reports to court...."
- My answer to #2 might change depending on my type of caseload assignment, office ect.

MULTNOMAH COUNTY

ARMING OPTIONS

OPTIONAL ARMING

- Affords staff a choice.
- Does not arm staff who are physically incapable or philosophically opposed to carrying a weapon.
- Less expensive than other options.
- Accommodates staff who may opt out of arming at a later date.
- Achieves staff buy in.
- Consistent with staff survey results.
- Minimizes staff dissension created by potential perceptions based upon arming status.

- Offenders assume all PPO's are armed.
- If unarmed PPO is injured, questions regarding legal liability may be raised.
- May effect how cases are assigned to PPO's.
- Some staff concerned about judgement and proficiency of other staff who possess deadly force.

SPECIAL UNITS ARMING

- Armed staff would supervise offenders who are potentially more dangerous.
- Does not arm staff who have one-time or limited contact with offenders.
- Eliminates armed or unarmed staff from being in the same unit.

- Prohibits some PPO's from being armed.
- May be a psychological profile or physical limitation which prohibits their being armed, thereby requiring a possible reassignment.
- If unarmed PPO is injured, questions regarding legal liability may be raised.
- If opposed to arming, but desire to remain in the specialized unit, would you be accommodated.
- Some staff concerned about judgement and proficiency of other staff who possess deadly forece.
- Units not always located near offender.
- Most offenders are high risk now.
- Violence or potential danger is not always associated with the offender.

MANDATORY ARMING

Current Staff -

- All PPO's trained in all aspects of force continuum.

New hire -

- Philosophically or physically be able to be armed.
- Consistent on-going training from the start.
- Eventually all staff would become armed.
- Doesn't force current staff to be armed.
- Addresses increasing dangers in the field.

- Forces staff to arm against their desire.
- Provides no options to PPO's.
- Experienced PPO's may not be physically or emotionally suited for arming.
- More costly.

MEETING DATE: JUL 01 1997

AGENDA #: C-1

ESTIMATED START TIME: 1000

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Appointment to DUI Community Advisory Board

BOARD BRIEFING:

DATE REQUESTED:

REQUESTED BY:

AMOUNT OF TIME NEEDED:

REGULAR MEETING:

DATE REQUESTED: 7/1/97

AMOUNT OF TIME NEEDED: Consent Calendar

DEPARTMENT: Nondepartmental

DIVISION: Chair's Office

CONTACT: Delma Farrell

TELEPHONE #: 248-3953

BLDG/ROOM #: 106/1515

PERSON(S) MAKING PRESENTATION:

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Appointment of Krista K. Fischer to Insurance Industry Representative Position on DUI Community Advisory Board for a term ending 6/30/99

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT

MANAGER: _____

Beverly Steind

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 JUL 18 PM 12:03

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277



MULTNOMAH COUNTY OREGON

BOARDS AND COMMISSIONS

INTEREST FORM FOR BOARDS AND COMMISSIONS

In order for the County Executive to more thoroughly assess the qualifications of persons interested in serving on a Multnomah County board or commission, you are requested to fill out this interest form as completely as possible. You are encouraged to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, published writing, affiliations, etc.

- A. Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. (See attached list)

Public Information

- B. Name Krista K. Fischer

Address P O Box 25824

City Portland State Or Zip 97298

Do you live in ☒ unincorporated Multnomah County or ☐ a city within Multnomah County.

Home Phone 503 622-3947

- C. Current Employer Western Insurance Info Service

Address 11855 SW Ridgecrest Drive #107

City Beaverton State Or Zip 97008

Your Job Title Regional Speakers Bureau Coordinator

Work Phone 503 643-6355 (Ext) _____

Is your place of employment located in Multnomah County? Yes _____ No ☒

- D. Previous Employers
- | Previous Employers | Dates | Job Title |
|------------------------------------|----------------------|--------------------------------|
| <u>Peninsula Ins Inc</u> | <u>3/1/90-6/1/97</u> | <u>Ins Agent</u>
<u>CSR</u> |
| <u>Vollmer/Fischer & Assoc</u> | <u>1/83-3-1-90</u> | <u>Agency</u>
<u>Owner</u> |

RECEIVED
6-6-97

CONTACT: _____

E. Please list all current and past volunteer/civic activities.

Name of Organization	Dates	Responsibilities
MULT CO DUK BOARD	1980's	member / chair
NAIW (NATL ASSOC of INS WMAN)	1973 - current	Regional Vice President
Cystic Fibrosis	1980's	BOARD member

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
Portland State Univ.	1967-1971	BS History
		BS Social Science

G. Please list the name, address and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.

Nancy Wolfe - MADD

MARIANNE HOFFMAN - WILIS OFFICE 643-6355

H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

I. Affirmative Action Information

F CAUC,
sex / racial ethnic background

birth date: Month 7 Day 30 Year 49

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my appointment to a board/commission, may result in my dismissal.

Signature Kuroda X Locke Date 6-6-97

MEETING DATE: JUL 01 1997

AGENDA #: C-2

ESTIMATED START TIME: 10:00

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Appointments/Re-appointments to Planning Commission

BOARD BRIEFING:

DATE REQUESTED:

REQUESTED BY:

AMOUNT OF TIME NEEDED:

REGULAR MEETING:

DATE REQUESTED: July 1, 1997

AMOUNT OF TIME NEEDED: Consent Agenda

DEPARTMENT: Nondepartmental

DIVISION: Chair's Office

CONTACT: Delma Farrell

TELEPHONE #: 248-3953

BLDG/ROOM #: 106/1515

PERSON(S) MAKING PRESENTATION:

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Re-appointment of Chris Foster and Dave Kunkel to second terms on the Multnomah County Planning Commission for terms ending March 15, 2001.

Appointment of Nancy Anne Wilson and Timothy Crail to the Multnomah County Planning Commission for terms ending June 30, 2001.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT

MANAGER: _____

Beverly Stein

BOARD OF
COUNTY COMMISSIONERS
97 JUN 23 PM 12:21
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

MULTNOMAH COUNTY OREGON

INTEREST FORM FOR CITIZEN ADVISORY BOARDS & COMMISSIONS

The purpose of this form is to obtain information for use in making appointments to Multnomah County Citizen Advisory Boards & Commissions, and to assist the County Chair in making inquiries concerning the qualifications of applicants for appointment. If you have a resume or supplemental information which further details your involvement in volunteer activities, public affairs, civic services, published writings or affiliations, please attach them to this form. Thank you for your interest.

A. Please list, in order of priority, any Multnomah County Citizen Advisory Board or Commission on which you would be interested in serving.

Multnomah County Planning Commission

B.

Name: NANCY ANNE WATSON

Address: PO Box 265

City/State/Zip: Corbett OR 97069

Home Phone: 503-200

C.

Current Employer: City of Portland

Address: 9911 SE Bush

City/State/Zip: Portland, OR

Work Phone/Extension: 823-0911

Occupation: Emergency Communications Operator

D. Affirmative Action Information (This section is voluntary. Under Federal Law, this information may not be used to discriminate against you.)

Sex: M ☒ F

Racial/

Ethnic Background: ☐ African-American ☐ Asian ☒ Caucasian

☐ Hispanic ☐ Native American ☐ Other

Date of Birth: Month 11 Date 2 Year 50

E. List major paid employment and volunteer activities which may related to service on boards and commissions.

DATES:

EMPLOYER/VOLUNTEER ACTIVITY

1996

East of Sandy River Rural Plan Committee

1989 -

Various Local/Community groups

F. Circle from the list below fields in which you have interest or ability:

Aging/Elderly
Agriculture
Alcohol/Drug Treatment
Animal Welfare
Art
Children and Families
Civil Rights/Discrimination
Corrections/Law Enforcement
Economic Development/Trade
Environment/Natural Resources
Food Services

Handicapped/Disabled Issues
Health Care
Housing
Juvenile Justice Issues
Labor/Labor Relations
Land Use Planning
Library Services
Mental Health Services
Minority Affairs
Transportation
Other _____

G. Conflict of Interest: Please list potential conflicts of interest between private life and public service which might result from service on a board or commission.

H. References: Please list names, addresses, and phone numbers of two people who may be contacted as references:

Crystal Rickerson 2513 NE Rasmussen Corbett 695 5674

John Christensen 39825 SE Gordon Cr Corbett 695 2474

I. My signature affirms that all information is true to the best of my knowledge and I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration, or subsequent to appointment to a board or commission, may result in dismissal.

Signature: Nancy Wilson

Date: 4-9-97

Contact: Delma Farrell

Beverly Stein, Multnomah County Chair
1120 SW Fifth Room 1515
Portland, Oregon 97204 Tel. (503) 248-3308
FAX: (503) 248-3093
E-Mail: MultChair@aol.com

Delma
Timothy S. Crail
3150 SW Bertha Blvd. #8
Portland, OR 97219

RECEIVED

APR 28 1997

ELMER STEIN
MULTNOMAH COUNTY CHAIR

April 23, 1997

Multnomah County Chair Beverly Stein
1120 SW 5th Avenue - Suite 1515
Portland, OR 97204

Dear Chair Stein,

I am writing to express interest in a position on the Multnomah County Planning Commission. I believe I have the background and knowledge to add a valuable element to the council. I am currently employed as the legislative assistant to Representative Anitra Rasmussen. In this job, I monitor land use related legislation and advise Representative Rasmussen on these bills. I am responsible for many other functions in the office, including managing her bills, drafting legislation, creating and maintaining a web page, and working on constituent issues. My employment with Representative Rasmussen will be ending at the end of the current legislative session, and I will be seeking new employment at that time.

I am a member of the Oregon State Bar, having graduated from Lewis & Clark Northwestern School of Law in 1993. I received a certificate in Environmental and Natural Resources Law, and had coursework in land use planning. I believe the knowledge I gained in law school will be helpful in serving as an effective planning commissioner.

My volunteer activities also provide insights into planning issues. I am on the citizen advisory committee for the Southwest Community Plan, and I served for two years as the land use committee chair for Southwest Neighborhoods, Inc (SWNI), the coalition of 16 neighborhoods in Southwest Portland. I currently serve as the vice-president of SWNI. My current obligation with SWNI will end in May, and I am searching for new opportunities to serve in a volunteer capacity for the next several years.

You may contact me during daytime hours in Salem at (503) 986-1411. I will call to find out about your selection process in the next few days. Thank you for your consideration.

Sincerely,

Tim Crail

Tim Crail

TIMOTHY S. CRAIL
3150 SW Bertha Blvd. #8
Portland, Oregon 97201
(503) 452-9890

**RELEVANT
EXPERIENCE**

Legislative Assistant

Representative Anitra Rasmussen

January 1995 - Current

- Researched issues and prepared summaries for Representative
- Drafted legislation on education and environmental issues
- Wrote floor speeches for Representative
- Solved constituent problems and wrote correspondence
- Met with citizens and lobbyists and advised Representative
- Testified at Housing and Senate hearings
- Managed staff and interns

Attorney

November 1993 - December 1994 Self-employed

- Testified at City Council on land-use appeals
- Prepared clients and testified at land-use hearings
- Represented clients with property disputes and estate planning
- Defended depositions in lawsuit

Land-Use Specialist

Southwest Neighborhood Information, Inc.

May - June 1994 Temporary position

- Provided expertise to neighborhood associations and individuals with land-use problems
- Helped individuals solve problems with bureaucracy
- Wrote letters on behalf of individuals and neighborhoods
- Encouraged citizen participation in government decision-making

Assistant Director

National Container Recycling Coalition - Washington, D.C.

November 1989 - July 1990

- Coordinated national grassroots lobbying effort
- Wrote articles for newsletters
- Managed computerized national mailing list
- Conducted issues research
- Tracked legislative activity in state and federal governments

Finance Assistant/Office Manager

Bonker for Senate Committee - Seattle, Washington

January 1988 - October 1988

- Assisted Campaign Manager with creating budget
- Managed financial data on computer
- Completed Federal Election Commission Reports
- Organized fundraisers and phone projects

EDUCATION

Lewis and Clark College Northwestern School of Law

J.D. - May 1993

Certificate in Environmental and Natural Resources Law

Passed Oregon State Bar Exam - July 1993

Seattle Pacific University

B.A. Political Science - May 1986

Student Government - 1985-86

Who's Who in American Colleges and Universities - 1986

TIMOTHY S. CRAIL

COMPUTER SKILLS

Familiar with PC & Macintosh systems. Proficient in Windows 95,
Word for Windows, WordPerfect, Microsoft Access, Microsoft Excel

ACTIVITIES

Southwest Neighborhood Information (SWNI) Board of Directors
June 1994 - Current

SWNI Vice-President
June 1996 - Current

SWNI Land-Use Committee Chair
June 1994 - May 1996

Hayhurst Neighborhood Association Board Member
June 1994 - November 1995

Friends of Anitra Rasmussen Steering Committee and Volunteer
March 1994 - November 1994

REFERENCES

Anitra Rasmussen
State Representative
367 State Capitol
Salem, Oregon 97310
(503) 223-2374

Sylvia Bogert
Executive Director
Southwest Neighborhood Information, Inc.
7688 SW Capitol Highway
Portland, OR 97219
(503) 823-4592

Janet Neuman
Professor of Law
Lewis and Clark College
Northwestern School of Law
10015 SW Terwilliger Blvd.
Portland, OR 97219
(503) 768-6600

MEETING DATE: JUL 01 1997

AGENDA #: C-3

ESTIMATED START TIME: 10:00

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Appointment to Regional Arts & Culture Council

BOARD BRIEFING:

DATE REQUESTED:

REQUESTED BY:

AMOUNT OF TIME NEEDED:

REGULAR MEETING:

DATE REQUESTED: 7/1/97

AMOUNT OF TIME NEEDED: Consent Calendar

DEPARTMENT: Nondepartmental

DIVISION: Chair's Office

CONTACT: Delma Farrell

TELEPHONE #: 248-3953

BLDG/ROOM #: 106/1515

PERSON(S) MAKING PRESENTATION:

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Appointment of David Fuks to the Regional Arts and Cultural Council for a term ending June 30, 1999

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT

MANAGER: _____

Beverly Stein

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
JUN 18 PM 12:03
97

DAVID H. FUKS
6930 S.W. 14TH
PORTLAND, OREGON 97219
Home: (503) 246-6643 Work: (503) 492-4020 ext. 309

EMPLOYMENT HISTORY

Executive Director, Edgefield Children's Center, Inc., Troutdale, Oregon.

March 1992 - Present

Management of a JCAHO accredited psychiatric children's mental health and social services program. 110 Employees; \$4 million budget.

Management from March 1992 to successful spin-off in July of 1994 of an MRDD services agency, **Community Services Inc.**, serving adults in six group homes and two vocational Centers.

100 staff; \$2.5 million budget.

Assistant Administrator, Oregon Children's Services Division, Salem, Oregon.

January 1992 - March 1992

Vice-Chair of the Department of Human Resources Services Integration Task Force

Metro Region Administrator, Children's Services Division, Portland, Oregon.

January 1990 - January 1992

Multnomah County Operations Manager, Children's Services Division, Portland, Oregon

September 1989 to December 1989

Management of the Metropolitan Area of Oregon's child welfare system; 380 employees; \$60 million budget.

Executive Director, Oregon Juvenile Services Commission, Salem, Oregon.

October 1988 to September 1989

Management of a state agency responsible for community-based planning for children's and juvenile justice services; technical assistance to the Legislature and Governor regarding these issues. Management of a \$12 million grants program.

Coordinator, Regional Drug Initiative, Portland, Oregon.

February 1987 to October 1988

Coordination of an intergovernmental task force designed to develop a plan to address illegal use of drugs in the Portland Metropolitan Area.

Program Director, Supervision Network Program, Morrison Center for Youth and Family Service, Portland, Oregon.

April 1986 to May 1987

Provision of close supervision and treatment to juvenile offenders.

Director of Development and Education, Morrison Center for Youth and Family Service, Portland, Oregon.

March 1984 to June 1986

Fundraising, public relations, board development, administration of education programs.

Staff Assistant to Multnomah County Commissioner Caroline Miller, Portland, Oregon.

January 1981 to February 1984

Research and policy development regarding a broad range of issues including: health care, community and juvenile corrections, mental health and police services.

Program Development Specialist, Multnomah County Mental Health Division, Mental and Emotional Disabilities Section, Portland, Oregon.

March 1980 to December 1980

Contract development and administration of mental health services to mentally and emotionally disabled youth and adults.

Supervisor of Residential Living, Portland Job Corps Center, Portland, Oregon.

September 1978 to January 1980

Development and supervision of staff implementing residential and recreation programs; labor negotiations.

Executive Director, Southwest Youth Service Center, Portland, Oregon.

December 1976 to September 1978

Staff development and supervision, fiscal administration and fundraising.

Head Counselor, Southwest Youth Service Center, Portland, Oregon.

July 1974 to November 1976

Development of individual, group and family counseling programs.

Counselor, Orchards Children's Services, Livonia, Michigan.

May 1972 to May 1974

Individual and group therapy for severely emotionally disturbed children.

EDUCATION

1997 Wexner Heritage Foundation - Post Graduate Fellowship

1974 Master of Social Work, University of Michigan, Ann Arbor
Areas of specialization; Group process, organizational structure and development, community organization, program development.

1972 Bachelor of Arts in English Literature, minor in psychology, University of Michigan, Ann Arbor

COMMUNITY SERVICE

- Board of Directors, Jewish Federation of Portland, 1990 to 1996
Vice President
July 1993 to 1995
- Oregon Children's Theater Co.
Board of Directors
Vice President
1992 to 1997
- Oregon Alliance of Children's Programs
Past President
- Child and Adolescent Residential Psychiatric Providers of Oregon
Vice President 1992
- Board of Directors, Oregon Council on Crime and Delinquency, 1984 to 1990
President, November 1985 to November 1987
- Vice-Chair, Multnomah County Citizen Involvement Committee, 1985 to 1986
- Board of Directors, Tri-County Youth Services Consortium
1981 to 1984
- Board of Directors, Citizens for Children, 1981 to 1984
- Board of Directors, Multnomah Foster Parents Association
1980 to 1981
- Board of Directors, Schools for the City
1978 to 1981

PUBLICATIONS AND VIDEO PRODUCTIONS

"How You Can Have a Drug-Free Workplace," a publication by David Fuks and Carol Stone Regional Drug Initiative, Portland, Oregon, October 1988

"News Conference 6-Drugs in the Workplace," a video production written and produced by David Fuks; directed by Bob O'Donnell, Mira Film & Video.
Broadcast on KOIN-TV, October 1988

"SuperNet, a Community-Based Treatment Approach for Delinquent Youth," an article by Alison L. Card, Don Didier and David Fuks.
Oregon Counseling Association Journal, April, 1987. Vol. 9, No. 2, p. 17-21.

"Project KidSafe Curriculum," a child-abuse training curriculum by David Fuks, Pam Patton, et al.; David Fuks, Ed.
Morrison Center, Portland, Oregon, May 1986

"Project KidSafe," a video production by Jay Rymeski, Mary Thompson, David Fuks, et al., Current Communications, Portland, Oregon, May 1986

"Foster Parents Can Be Experts," a video production by David Fuks, Jay Rymeski, et al., Current Communications, Portland, Oregon, 1984

MEETING DATE: JUL 01 1997
AGENDA NO: C-4
ESTIMATED START TIME: 10:00

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Amendment to Contract with Mt. Hood Community College for Strategic Investment Program Services

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: June 26, 1997
AMOUNT OF TIME NEEDED: 10 minutes

DEPARTMENT: Nondepartmental DIVISION: Strategic Investment Program
CONTACT: John Rakowitz TELEPHONE #: 306-5797
BLDG/ROOM #: B106 / 1400

PERSON MAKING PRESENTATION: John Rakowitz

ACTION REQUESTED:

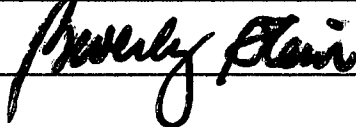
☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Amendment to contract with Mt. Hood Community College for Strategic Investment Program services, extending contract termination date from June 30, 1997 to September 15, 1997.

7/1/97 ORIGINALS to JOHN RAKOWITZ

SIGNATURES REQUIRED:

ELECTED OFFICIAL: 
(OR)
DEPARTMENT
MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES
Any Questions: Call the Board Clerk @ 248-3277

CLERK OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 JUN 26 PM 11:25



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS

BEVERLY STEIN
DAN SALTZMAN
GARY HANSEN
TANYA COLLIER
SHARRON KELLEY

STRATEGIC INVESTMENT PROGRAM

JOHN RAKOWITZ - COORDINATOR

1120 S.W. FIFTH - ROOM 1400

PORTLAND, OR 97204

PHONE (503) 306-5797

FAX (503) 248-3292

DATE: June 20, 1997

TO: Multnomah Board of County Commissioners

FROM: John Rakowitz, Strategic Investment Program Manager

RE: amendment to contract with Mt. Hood Community College for Strategic Investment Program services

I. Recommendation / Action Requested:

Board of County Commission approval of an amendment to the existing contract, #105126, with Mt. Hood Community College, extending the termination date of the contract from June 30, 1997 to September 15, 1997.

II. Background / Analysis:

In April of 1996, Mt. Hood Community College was contracted to provide outreach, assessment, and information and referral assistance to people who have contacted the Portland Development Commission (PDC) for access into the SIP-related jobs and have initially been determined ineligible. These services are needed to develop the pool of eligible, trained applicants for entry-level jobs at companies that have entered into a SIP agreement with Multnomah County. The timeline for request and delivery of these services by Mt. Hood has been impacted by construction completion delays and, in turn, hiring delays in 1996 at both Fujitsu Microelectronics Incorporated and LSI Logic Corporation, and the subsequent notification by Fujitsu of its inability to create the new jobs called for in their SIP agreement. It is now necessary to continue provision of these services beyond the original contract termination date to accommodate the delayed hiring schedule and until a modified system of SIP workforce services is in place. Uninterrupted delivery of these workforce services is critical to achievement of SIP job placement goals.

III. Financial Impact:

This contract is funded with SIP Community Resource revenues which shall carry forward as beginning working capital into fiscal year 1997-98. No additional funds beyond the \$25,000 maximum in Community Resource revenues approved for the original contract, #105126, are requested to extend the contract to September 15, 1997.

IV. Legal Issues:

none

V. Controversial Issues:

none

VI. Link to Current County Policies:

The Strategic Investment Program goals of placing welfare, unemployed, underemployed, and school-to-work individuals, many of whom upon initial contact with PDC may be determined ineligible, in entry-level jobs with companies that have entered into SIP agreements with Multnomah County is in direct line with the County's workforce development goals and long-term outcome benchmark of reducing children in poverty.

VII. Citizen Participation:

n/a

VIII. Other Governmental Participation:

The contract for which this amendment is sought is an intergovernmental agreement between Multnomah County and Mt. Hood Community College. The need for this amendment, extending contract #105126 from June 30, 1997 to September 15, 1997, has been mutually recognized and agreed upon by staff of SIP and the College.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 105126Amendment # 1

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<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	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-4</u> DATE <u>7/1/97</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department Nondepartmental Division Strategic Investment Date June 20, 1997
 Contract Originator John Rakowitz Program Phone 306-5797 Bldg/Room B106/1400
 Administrative Contact John Rakowitz Phone 306-5797 Bldg/Room B106/1400
 Description of Contract Purchases outreach and assessment services for Strategic Investment Program employment opportunities.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____
 ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name Mt. Hood Community College
 Mailing Address 26000 SE Stark
Gresham, OR 97030
 Phone (503) 256-0432
 Employer ID# or SS# 93-0546890
 Effective Date Upon Execution
 Termination Date September 15, 1997
 Original Contract Amount \$ requirements
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ _____

Remittance Address _____
 (If Different) _____

Payment Schedule _____ Terms _____
☐ Lump Sum \$ _____ ☐ Due on receipt
☐ Monthly \$ _____ ☐ Net 30
☐ Other \$ _____ ☐ Other _____
☐ Requirements contract - Requisition required.

Purchase Order No. _____

☒ Requirements Not to Exceed \$ see contract attachment

Encumber: Yes ☐ No ☒

Date 6/24/97

Date _____

Date 6-23-97

Date July 1, 1997

Date _____

REQUIRED SIGNATURES:

Department Manager John Rakowitz

Purchasing Director _____
 (Class II Contracts Only)

County Counsel Sandra Dwyer

County Chair / Sheriff Willie Davis

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

VENDOR CODE		VENDOR NAME							TOTAL AMOUNT \$		
00216											
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	140	050	9703			6110					
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

INTERGOVERNMENTAL AGREEMENT #105126
AMENDMENT #1

Amendment to contract between MULTNOMAH COUNTY, hereafter called COUNTY, and

Mt Hood Community College

26000 SE Stark

Grehsam, OR, 97030, hereafter called CONTRACTOR

Fed. ID#: 93-0546890

THE PARTIES AGREE:

1. TERM. Delivery of services under Intergovernmental Agreement #105126 between the COUNTY and the CONTRACTOR shall be continued beyond the original contract termination date of June 30, 1997 until September 15, 1997.

MULTNOMAH COUNTY, OREGON

MT. HOOD COMMUNITY COLLEGE

BY John Rakowitz
John Rakowitz
Strategic Investment Program Manager

6/24/97
Date

BY William Becker
Dr. William Becker, Dean
Administrative Services

4/24/97
Date

BY Beverly Stein
Beverly Stein
Multnomah County Chair

7/1/97
Date

REVIEWED:

BY Sandra Duffy
Sandra Duffy
Multnomah Chief Assistant County Counsel

6-23-97
Date

**APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS**
AGENDA # C-4 DATE 7/1/97
DEB BOGSTAD
BOARD CLERK

MEETING DATE: JUL 01 1997
AGENDA NO: C-5
ESTIMATED START TIME: 10:00

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Director Custody Holds per ORS 426.215

BOARD BRIEFING:

DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING:

DATE REQUESTED: _____

AMOUNT OF TIME NEEDED: Consent Calendar

DEPARTMENT: Community & Family Services DIVISION: Behavioral Health Program

CONTACT: Cathy Horey

TELEPHONE #: 248-5464 Ext. 24447

BLDG/ROOM #: 166/6th Floor

PERSON(S) MAKING PRESENTATION: Consent Calendar Item

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Resolution Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to take an Allegedly Mentally Ill person into custody.

7/1/97 copies to Cathy Horey

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT

MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
97 JUN 23 PM 1:55
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

BEFORE THE BOARD OF COMMISSIONERS

FOR THE COUNTY OF MULTNOMAH

In the matter of Authorizing Designees)
of the Mental Health Program Director)
to Direct a Peace Officer) Resolution
to Take an Allegedly Mentally Ill Person)
into Custody)

WHEREAS, if authorized by a county governing body, a designee of a mental health program director may direct a peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody, and treatment for mental illness; and

WHEREAS, there is a current need for specified designees of the Multnomah County Mental Health Program Director to have the authority to direct a peace officer to take an allegedly mentally ill person into custody; and

WHEREAS, all the designees listed below have been specifically recommended by the Mental Health Program Director and meet the standards established by the Mental Health Division; it is therefore

ORDERED that the individuals listed below are hereby authorized as designees of the Mental Health Program Director for Multnomah County to direct any peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody or treatment for mental illness:

Added to the list of designees are:

Jean Gillon (480-74-6892)
Mary Kautzer (394-62-3729)
Stacy Hall (569-08-8672)
Paul Govet (530-74-2929)
Monica Drewer (481-82-5591)
Trudy Metzger (544-56-8173)
Cathy Ahern (004-76-6625)

DATED this _____ of _____, 1997

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY,
OREGON

By _____
Beverly Stein, Chair,

REVIEWED BY
LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By Katie Gaetjens
Katie Gaetjens, Assistant Counsel

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

Authorizing Designees of the Mental)
Health Program Director to Direct a) ORDER
Peace Officer to Take an Allegedly) 97-128
Mentally Ill Person into Custody)

WHEREAS, if authorized by a county governing body, a designee of a mental health program director may direct a peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody, and treatment for mental illness; and

WHEREAS, there is a current need for specified designees of the Multnomah County Mental Health Program Director to have the authority to direct a peace officer to take an allegedly mentally ill person into custody; and

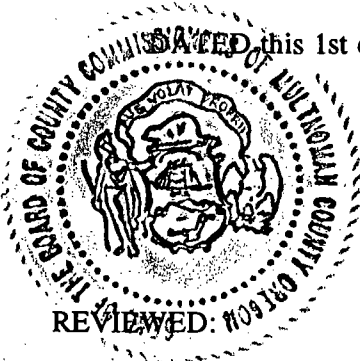
WHEREAS, all the designees listed below have been specifically recommended by the Mental Health Program Director and meets the standards established by the Mental Health Division; now therefore

IT IS HEREBY ORDERED that the individuals listed below are authorized as designees of the Mental Health Program Director for Multnomah County to direct any peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody or treatment for mental illness:

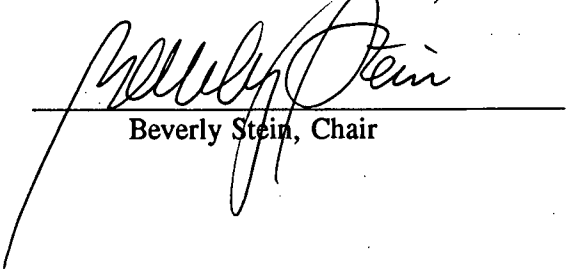
Added to the list of designees are:

Jean Gillon	(480-74-6892)
Mary Kautzer	(394-62-3729)
Stacy Hall	(569-08-8672)
Paul Govet	(530-74-2929)
Monica Drewer	(481-82-5591)
Trudy Metzger	(544-56-8173)
Cathy Ahern	(004-76-6625)

ADOPTED this 1st day of July, 1997.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By 
Katie Gaetjens, Assistant County Counsel

MEETING DATE: JUL 01 1997
AGENDA NO: C-6
ESTIMATED START TIME: 10:00

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Consideration and action on the Portland HOME Consortium Cooperation Agreement for program years 1998-2000.

BOARD BRIEFING

Date Requested: _____
Requested By: _____
Amount of Time Needed: _____

REGULAR MEETING

Date Requested: _____
Amount of Time Needed: _____

DEPARTMENT: Community and Family Services
CONTACT: Lorenzo Poe/ Cecile Pitts

DIVISION: _____
TELEPHONE: 248-3691
BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/ Cecile Pitts

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE

The Department of Community and Family Services, Community Development Program recommends the Board of County Commissioners approval of the attached Portland HOME Consortium Agreement for FY 1998-2000.

7/1/97 originals to Lynne Evinco

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
OR
DEPARTMENT MANAGER: Lorenzo Poe/ Cecile Pitts

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 JUN 25 PM 2:20



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204
PHONE (503) 248-3691
FAX (503) 248-3379
TDD (503) 248-3598

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

MEMORANDUM

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director *Lorenzo Poe*
Department of Community and Family Services

Cecile Pitts, Director
Community Development Program

SUBJECT: Consideration and Action on the Portland HOME Consortium Cooperation Agreement for Program years 1998-2000.

DATE: June 18, 1997

I. Recommendation/Action Requested: The Department of Community and Family Services, Community Development Program, recommends the Board of County Commissioners approval of the attached Portland HOME Consortium Cooperation Agreement for program years 1998-2000.

II. Background/Analysis: Under the 1990 National Affordable Housing Act as amended, the federal HOME Investments Partnerships program is distributed to local jurisdictions for the purpose of developing affordable housing for lower income persons. Multnomah County receives HOME Investment Partnerships funding through a HOME Consortium involving the City of Portland and the City of Gresham.

Under the terms of the Agreement the City of Portland functions as the lead agent (entitled the Representative Member.) The City of Gresham and Multnomah County are Participating Members.

The Agreement is prescribed by the Federal Department of Housing and Urban Development and must be submitted to HUD by June 30, 1997 to be eligible for funding in the 1998 program year.

The Agreement is attached for your review. The terms include the formula of distribution of funds locally among the members; the fair share responsibility of the members for the administrative costs born by Portland as Representative Member; and the fair share responsibility of all members for matching funds for projects initiated by the members.

This Agreement does not replace the annual agreement outlining the specific activities selected by the County for funding with HOME funds.

III. Financial Impact: Execution of the Agreement and participation in the HOME Consortium will entitle the County for development funds to serve east county neighborhoods. The amount of the receipt is based on the annual federal budget. During the last three years of the program the County has received between \$231,000 and \$391,000 annually for affordable housing development.

This Agreement requires the County to pay the City of Portland for administrative costs associated with the management of the HOME grant as a Representative Member. The County's share shall be paid out of the HOME grant and shall be no more than its pro rata share.

IV. Legal Issues: The County cannot access Consortium HOME funds without execution of the Agreement. The County attorney has reviewed the Agreement and has signed the document.

V. Controversial Issues: The Agreement will qualify this community for needed development funds.

VI. Link to Current County Policies: All development using the HOME grant will comply with the adopted Consolidated Plan.

VII. Citizen Participation: All activities carried out using HOME funding will comply with adopted citizen participation procedures. For the County this includes the public notification describing the proposed projects using HOME dollars, and a public hearing to take testimony on the proposals.

VIII: Other Governmental Participation: The Consortium is being heard for action by the City of Portland and the City of Gresham.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☒ [X]

Prior-Approved Contract Boilerplate: XX Attached; Not Attached

Contract # **100368**

Amendment # 0

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$50,000 <input type="checkbox"/> Intergovernmental Agreement Under \$50,000	<input type="checkbox"/> Professional Services over \$50,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input type="checkbox"/> Intergovernmental Agreement <input checked="" type="checkbox"/> Intergovernmental Revenue Agreement <div style="text-align: center;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-6</u> DATE <u>7/1/97</u> <u>DEB BOGSTAD</u> BOARD CLERK </div>

Department: Community & Family Services

Division: _____

Date: June 19, 1997

Administrative Contact: Lynn Ervins

Phone: 248-3691 ext.26644

Bldg/Room 166/7th

Description of Contract: Renewal of Portland HOME Agreement for Program Years 1998-2000.

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____
 ORS/AR # _____ Contractor is ☐ JMBE ☐ JWBE ☐ JQRF ☐ JN/A ☐ None
 Original Contract No. _____ (Only for Original Renewals)

Contractor Name: City of Portland Mailing Address: 808 SW 3rd Avenue, Suite 600 Portland, OR 97204 Phone: (503) 823-2375 Employer ID# or SS#: 93-6002236 Effective Date: October 1, 1997 Termination Date: September 30, 2000 Original Contract Amount: \$ Requirements Total Amt of Previous Amendments: \$ Amount of Amendment: \$ Total Amount of Agreement: \$ Requirements	Remittance Address (if different) _____ <table style="width:100%;"> <tr> <th style="text-align: left;">Payment Schedule</th> <th style="text-align: left;">Terms</th> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input type="checkbox"/> Monthly \$ _____</td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input type="checkbox"/> Other \$ _____</td> <td><input type="checkbox"/> Other</td> </tr> </table> <input type="checkbox"/> Requirements contract - Requisition Required Purchase Order No. _____ <input checked="" type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other
Payment Schedule	Terms								
<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt								
<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30								
<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other								

REQUIRED SIGNATURES:

Department Manager: *Salenzo Poler* Date: 6/24/97

Purchasing Director: _____ Date: _____

(Class II Contracts Only)
 County Counsel: *Sandra Duff* Date: 6-25-97

County Chair/Sheriff: *Amely Dean* Date: 7/1/97

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE 00072				VENDOR NAME HOME Consortium				TOTAL AMOUNT: \$ REQUIREMENTS			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	Inc/Dec ind.

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

S:\ADMIN\CEU\CONT97\HMCON.97

**PORTLAND HOME CONSORTIUM
COOPERATION AGREEMENT**

Program Years 1998 - 2000

This Agreement is entered into between the City of Portland, Oregon, the City of Gresham, Oregon and Multnomah County, Oregon to form a Consortium for the purpose of participating in the HOME Investment Partnership Program of the U.S. Department of Housing and Urban Development.

WHEREAS, the HOME Investment Partnership Program is a Federal grant program to assist local governments with the provision of affordable housing for low and moderate income households; and

WHEREAS, the City of Portland, City of Gresham and Multnomah County have participated in a Consortium under this program to receive funds which support affordable housing programs throughout the county since 1992; and

WHEREAS, the City of Portland, City of Gresham and Multnomah County have jointly prepared a Consolidated Plan to guide the utilization of HOME funds, and

WHEREAS, the City of Portland, City of Gresham and Multnomah County wish to continue to participate in a Consortium for the coming three years;

NOW, THEREFORE, the Consortium members agree as follows:

I DEFINITIONS

- A. "HOME Program" means the HOME Investment Partnership Program authorized by the Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended (42 USC 12701 et seq).
- B. "Member" means a unit of local government which is a signatory to this Agreement and therefore a member of the Portland HOME Consortium.
- C. "Portland HOME Consortium" means the particular Consortium operating under the HOME Program consisting of the City of Portland, City of Gresham and Multnomah County.
- D. "Representative Member" means the unit of local government designated by the Portland HOME Consortium to act in a representative capacity for all members for the purposes of this Agreement.

II FUNDING

- A.** Each member's participation in the Portland HOME Consortium contributes to the amount of federal funds awarded to the Consortium. Each member is entitled to plan for the expenditure of funds in an amount equal to their pro-rata share of the HOME grant award.
1. The amount of funding attributable to each member will be calculated as a percentage based on the number of persons in poverty in the City of Portland, the City of Gresham and the balance of Multnomah County from the 1990 census, adjusted to the current population of each jurisdiction.
 2. This formula will be applied each year to the amount of the HOME grant award to determine the amount available for each member.
- B.** Members may choose to collaborate in funding HOME projects or activities or may choose to pursue independent projects or activities.
- C.** Each member is responsible for contributing a pro-rata share to the Consortium's obligations to the HOME Program as follows:
1. Community Housing Development Organization (CHDO) Set-Aside: Each member is responsible to meet its pro-rata share of the CHDO Set-Aside obligations under 24 CFR 92.300.
 2. Match Obligations: To comply with Matching Contribution Requirements under 24 CFR 92.218-221, each member is responsible for ensuring that required amounts of qualified matching funds are contributed to HOME eligible projects initiated by the member.
- D.** Each member is responsible for complying with the Consortium's limitations under the HOME Program in a pro-rata share as follows:
1. Administrative Fund Cap: Each member is limited to its pro-rata share of the 10% of total Consortium HOME funds for administration costs under 24 CFR 92.207. From this amount each member is required to contribute to the overall grant administration costs of the Representative Member in pro-rata share. Remaining administrative funds may be used by each member to cover their administrative costs or pay for other HOME eligible activities.
 2. CHDO Operating Support: Each member is limited to its pro-rata share of the 5% of total Consortium HOME funds which can be made available for CHDO operating support under 24 CFR 92.208.
- E.** Each member is responsible for complying with the fund reservation, commitment and expenditure time frames under 24 CFR 92.500(d).

- F. Should any member fail to meet any of the obligations or exceed any of the limitation described in subsections C., D., Or E. Above, and should such failure jeopardize compliance of the Consortium as a whole, the Representative Member has final control over re-distribution of funds among members in order to insure that all grant requirements are met.
- G. Should funds be de-obligated by HUD for any reason, the Representative Member will determine the impact of de-obligation on each consortium member and make appropriate adjustments to the amount allocated to each member.

III ACTIVITIES

- A. The members agree to cooperate in undertaking housing assistance activities for the HOME Program in compliance with the adopted Consolidated Plan.
- B. The members agree to affirmatively further fair housing in their jurisdictions. Such actions may include planning, education, outreach and enforcement activities.

IV ADMINISTRATION

- A. The City of Portland is designated as the Representative Member of the Portland HOME Consortium and agrees to carry out overall responsibility, with cooperation of all members, for ensuring that the Consortium's HOME Program is carried out in compliance with the requirements of the HOME Program, including requirements for the Consolidated Plan in accordance with HUD regulations in 24 CFR Part 92 and 91, respectively.
- B. As the Representative Member, the City of Portland will incur costs in conjunction with the overall administration of the HOME Program grant. The City of Portland will identify HOME Program administration costs in its annual budget and each member will contribute to these costs in pro-rata share subject to the limitation in Section II, D. 1. above.
- C. Each member agrees to carry out program activities in conformance with 24 CFR Part 92.
- D. Each member agrees to supply information necessary for participation (e.g. Consolidated Plan, program description, certifications, etc.). maintain records, and provide performance reports. All documents of the members relating to the HOME Investment Partnership Program are open to inspection by the Representative Member, or its designee, upon request.
- E. Any member responsible for finding which require repayment to HUD will bear the impact of such repayment from its pro-rata share of the HOME Program funds.

V TERMS OF THE AGREEMENT

- A. This Agreement shall remain in full force and effect from the date of execution and approval by HUD for the period necessary to carry out all activities funded from the three federal fiscal years, 1998, 1999, 2000.
- B. Members are required to remain in the Consortium and cannot terminate this Agreement or withdraw from the Consortium during the full term of this Agreement per CPD Notice 94-10 (dated April 14, 1994).

Agreed to this _____ day of _____, 1997.

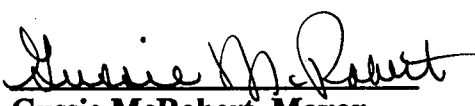
CITY OF PORTLAND

Vera Katz, Mayor

MULTNOMAH COUNTY


Beverly Stein, Commission Chair

CITY OF GRESHAM

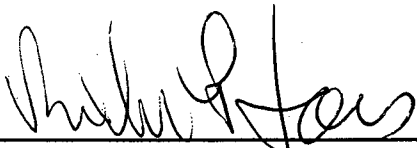

Gussie McRobert, Mayor

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-6 DATE 7/1/97
DEB BOGSTAD
BOARD CLERK

We hereby find that the terms and provisions of this Agreement are fully authorized under state law by ORS 190.003 et seq. And local law by Portland City Charter §2-105(a)(4), Charter of the City of Gresham, Oregon, Chapter 2 §5, and Multnomah County Charter, Chapter 2, and that the Agreement provides full legal authority for the Consortium to undertake housing assistance activities for the HOME Program.

APPROVED AS TO FORM:

Jeffrey L. Rogers, City Attorney
City of Portland



Thomas Sponsler, City Attorney
City of Gresham



Sandra N. Duffy, County Counsel
Multnomah County

MEETING DATE: JUL 01 1997
AGENDA NO: C-7
ESTIMATED START TIME: 10:00

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Biennial Revenue Agreement Renewal from the Oregon Department of Energy for Weatherization Services for Low Income Households. The agreement is for the period from May 1, 1997 through June 30, 1999 for \$54,028.

BOARD BRIEFING

Date Requested: _____
Requested By: _____
Amount of Time Needed: _____

REGULAR MEETING

Date Requested: Next Available
Amount of Time Needed: Consent

DEPARTMENT: Community and Family Services
CONTACT: Lorenzo Poe/ Cilla Murray

DIVISION: _____
TELEPHONE: 248-3691
Bldg/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/ Cilla Murray

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE

Biennial Revenue Agreement with the Oregon Department of Energy.

7/1/97 originals to BARBARA Timper

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR
DEPARTMENT MANAGER: Lorenzo Poe

BOARD OF
COUNTY COMMISSIONERS
97 JUN 23 PM 1:55
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204
PHONE (503) 248-3691
FAX (503) 248-3379
TDD (503) 248-3598

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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director *Lorenzo Poe*
Department of Community and Family Services

DATE: June 11, 1997

SUBJECT: Intergovernmental Agreement between Community and Family Services and Oregon
Department of Consumer and Business Services, Office of Energy

I. **Retroactive Status:** This contract is retroactive to May 1, 1997, the Department did not receive this agreement until May 23, 1997.

II. **Recommendation/Action Requested:** The Department of Community and Family Services recommends Board of County Commissioner approval of Intergovernmental Revenue Agreement with Oregon Department of Consumer and Business Services, Office of Energy, for the period May 1, 1997 through June 30, 1999.

III. **Background/Analysis:** The Department of Community and Family Services, Division of Community Action and Development, has received the bi-annual revenue agreement from the Oregon Consumer and Business Services, Office of Energy. The dollars provided through this agreement fund weatherization services for low income households.

IV. **Financial Impact:** The agreement is for \$54,028; \$18,028 is for services provided prior to June 30, 1997. The remaining \$36,000 is for the two year period July 1, 1997 - June 30, 1999.

V. **Legal Issues:** none

VI. **Controversial Issues:** none

VII. **Link to Current County Policies:** This agreement relates to benchmarks concerning the percentage of households in poverty and the percentage of households pay more than 35% of their income on housing.

VIII. **Citizen Participation:** The Community Action Commission has oversight over weatherization programs.

IX. **Other Government Participation:** The revenue contract comes from the Oregon Department of Consumer and Business Services, Office of Energy and indicates coordination between state and local governments of energy conservation resources.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☐

Prior-Approved Contract Boilerplate: ☐ Attached; ☐ Not Attached

Contract #101858

Amendment # 0

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$50,000 <input type="checkbox"/> Intergovernmental Agreement Under \$25,000	<input type="checkbox"/> Professional Services over \$50,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input type="checkbox"/> Intergovernmental Agreement over \$25,000 <input checked="" type="checkbox"/> Intergovernmental Revenue Agreement <div style="text-align: center;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-7</u> DATE <u>7/1/97</u> <u>DEB BOGSTAD</u> BOARD CLERK </div>

Department: Community & Family Services

Division: Contracts & Evaluation

Date: June 18, 1997

Administrative Contact: Barbara Timper Phone: 248-3691 ext 28136

Bldg/Room 166/7th

Description of Contract:

Funds Weatherization Services for Low Income Households

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____
 ORS/AR # _____ Contractor is ☐ JMBE ☐ WBE ☐ QRF ☐ N/A ☐ None
 Original Contract No. _____ (Only for Original Renewals)

Contractor Name: Oregon Department of Energy Mailing Address: 625 Marion St., NE Salem, OR 97310 Phone: (503) 378-4040 Employer ID# or SS#: _____ Effective Date: May 1, 1997 Termination Date: June 30, 1999 Original Contract Amount: \$ _____ Total Amt of Previous Amendments: \$ _____ Amount of Amendment: \$ _____ Total Amount of Agreement: \$ 54,028	Remittance Address (if different) _____ <table style="width:100%;"> <tr> <th style="text-align: left;">Payment Schedule</th> <th style="text-align: left;">Terms</th> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input type="checkbox"/> Monthly \$ _____</td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input type="checkbox"/> Other \$ _____</td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input type="checkbox"/> Requirements Not to Exceed \$ _____		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
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Purchase Order No. _____																	
<input type="checkbox"/> Requirements Not to Exceed \$ _____																	
Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

REQUIRED SIGNATURES:

Department Manager: *Lorenzo Pae mbe* Date: 6/17/97

Purchasing Director: _____ Date: _____

(Class II Contracts Only)

County Counsel: *Katie Jantz* Date: 6/23/97

County Chair/Sheriff: *Wally Dean* Date: 7/1/97

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE R10				VENDOR NAME Oregon Dept. of Energy				TOTAL AMOUNT: \$ 54,028			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	S UB OBJ	REPT CATEG	LGFS DESCIP	AMOUNT	Inc/Dec Ind.
01	156	010	1280			6810				\$18,028	
02	156	010	1280			6810				\$36,000	

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

INTERGOVERNMENTAL AGREEMENT

This agreement is between the Oregon Department of Consumer and Business Services, Office of Energy, hereafter called Agency, and Multnomah County Department of Community & Family Services, Community Action Program Office, hereafter called Contractor.

This agreement shall be in effect from May 1, 1997 through June 30, 1999, unless extended or terminated by written amendment.

I. Statement of Work

A. Contractor agrees to accomplish the following work under this agreement:

1. Qualify household by fuel type: oil, propane, butane, kerosene or wood.
2. Qualify household by income level using standard guidelines for low-income programs.
3. Audit household and determine eligible measures.
4. Oversee installation of eligible measures (insulation, house-tightening measures, flame-retention burners).
5. Complete SHOW Data Sheet for each SHOW household. The SHOW Data Sheet is attached as Exhibit A.
6. Invoice the Agency for completed SHOW households no more frequently than monthly. Include completed SHOW Data Sheets with invoice. Requests for payment cannot be processed without the SHOW Data Sheets.

B. Contractor agrees to complete work and submit invoices to the Agency not later than May 31, 1999.

II. Consideration

A. Agency agrees to pay Contractor an amount not to exceed \$54,028 for performance of this agreement. This payment shall be the sole monetary obligation of the Agency and the Agency's obligation to pay is limited by the provisions of Section XI, Termination. Payment of all operating costs, federal, state, county or city taxes/assessments and any other charges imposed by law upon employers shall be the sole responsibility of Contractor.

B. Interim payments shall be made to Contractor on receipt of invoice supported by SHOW Data Sheets properly completed. Requests for payment cannot be processed without the SHOW Data Sheets.

1. For work completed through June 30, 1997, Agency will pay up to \$18,028.
2. For work completed July 1, 1997 through May 31, 1999, agency will pay up to \$36,000.

C. All requests for payment will be submitted to:

Gwen Barritt, Rebate Coordinator
Conservation Resources
Oregon Department of Energy
625 Marion Street NE
Salem, OR 97310

D. All requests for payment are subject to the approval of the Agency.

III. Travel

The Department will not reimburse Contractor for travel expenses incurred in the performance of this contract.

IV. Subcontracts

Contractor is authorized to subcontract for weatherization materials and installation. Contractor shall not enter into any subcontracts for any other work to be performed under this contract without obtaining prior written approval from the Agency.

V. Publicity

Any publicity or advertising regarding the work performed under this agreement must be approved by the Project Officer and must acknowledge the support of the Oregon Department of Energy and, if applicable, the federal grantor agency.

VI. Project Officer

The Agency has designated Suzanne Dillard as Project Officer for this agreement.

VII. Changes

No changes to or waivers of provisions of this agreement will be valid until they have been reduced to writing, approved and signed by both parties.

VIII. Retention of Records and Reports

Contractor agrees to maintain records of costs and services provided to document the Project and fully support billings. All books, records and other documents relevant to this agreement shall be retained for:

- A. Three years after the end of the fiscal year during which they were created; or
- B. Any longer period which may be required to complete any audit or to resolve any pending audit findings.

IX. Access to Records

The Agency, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor and any subcontractors which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts.

X. Excuses for Non-Performance

Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to fire, flood, epidemic, strikes, acts of God or the public enemy, unusually severe weather, legal acts of public authorities, or delays or defaults caused by public carriers, which cannot reasonably be foreseen or provided against. Either party may terminate the agreement, effective with the giving of written notice, after determining such delay or failure will reasonably prevent successful performance in accordance with the terms of the agreement.

XI. Termination

- A. This agreement may be terminated by mutual consent of both parties, or by either party for any reason whatsoever upon 30 days' notice, in writing and delivered by mail or in person.
- B. Any termination under paragraph A of this Section shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- C. Waiver of any default shall not be deemed to be a waiver of any subsequent default.

XII. Non-Discrimination

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

XIII. Funds Available and Authorized

The Agency certifies at the time the agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this agreement within the Agency's current appropriation or limitation.

XIV. Contractor Data

Name: Multnomah County Department of Community & Family Services
Community Action Program Office
Contact Person: Tom Brodbeck
Address: Commonwealth Building Suite 500
421 SW Sixth Avenue, Portland, OR 97204-1620
Federal Tax I.D.: 93-6002309

XV. Signatures

MULTNOMAH COUNTY

By Lorenzo Pemas
Director, Department of Community and Family Services

6/17/97
Date

By Melissa Stan
Multnomah County Chair

July 1, 1997
Date

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL
Multnomah County, Oregon

By Katie Gaetjens
Katie Gaetjens, Assistant County Counsel

6/23/97
Date

APPROVED:

OREGON OFFICE OF ENERGY

Bruce Westerberg, Administrator
Administrative Services Division

Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-7 DATE 7/1/97
DEB BOGSTAD
BOARD CLERK

STATE HOME OIL WEATHERIZATION (SHOW) LOW-INCOME REBATE DATA SHEET

Community Action Agencies must complete this form for each SHOW weatherization applicant upon completion of work. No reimbursement will be made without this data sheet. Send this form to: Gwen Barritt, Oregon Department of Energy; 625 Marion St. NE, Salem, OR 97310

1. Community Action Agency Name: _____
 Contact Person: _____ Phone: _____
2. Client Name: _____
 (last) (first)
 Address: _____
 (city) (state) (zip)
3. Number in Household: _____
4. Home Ownership Status: Owner-occupied ☐ Renter ☐
5. Fuel Source Used To Heat Home: ☐ Oil (may use wood, too)
 ☐ Propane, butane, kerosene
 ☐ Wood (as primary heat)
6. Measures Installed:

MEASURE	ACTUAL COST OF MEASURES (include labor)
Insulation: Attic (include ventilation)	\$
Ducts	\$
Floor	\$
Walls	\$
Burner (flame-retention)	\$
Clock Thermostat	\$
Caulk/Weatherstripping	\$
TOTAL ACTUAL COST:	\$
REBATE (50% OF ACTUAL COST NOT TO EXCEED \$600):	\$

May NOT include furnace, windows or doors. Repair and maintenance not eligible.

MEETING DATE: JUL 01 1997

AGENDA NO: C-8

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Revenue/Expenditure Agreement Amendment Between State Department of Human Resources and County Department of Community and Family Services, for an Integrated Services/ Caring Communities Project at Beach Elementary School.

BOARD BRIEFING

Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING

Date Requested: _____

Amount of Time Needed: consent

DEPARTMENT: Community and Family Services

DIVISION: _____

CONTACT: Lorenzo Poe/Iris Bell

TELEPHONE: 248-3691

BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Iris Bell

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

The Department of Community and Family Services has received a renewal revenue/expenditure contract amendment from the State Department of Human Resources, which funds an Integrated Services/Caring Communities Project at Beach Elementary School. This is an existing site.

The amendment continues an annual provision of \$40,400 local monies to be sent to the State to be matched with federal dollars. The revenues to the County become \$68,000 annually. The \$40,400 matching funds come from the Department of Community and Family Services (\$20,400) and Portland Public School District (\$20,000). This amendment is for the first quarter of the fiscal year. A new agreement is in development which covers the remainder of the fiscal year.

Caring Communities Projects bring together schools, state, local, and private provider agencies to address child and family concerns. Other projects operate out of Roosevelt High, Marshall High and Centennial and Parkrose School Districts.

7/1/97 ORIGINALS to BARBARA Timpert
SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR
DEPARTMENT MANAGER: Lorenzo Poe

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF
CLATSOP COUNTY COMMISSIONERS
JUN 23 10 11:35
CLATSOP COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204
PHONE (503) 248-3691
FAX (503) 248-3379
TDD (503) 248-3598

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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director *Lorenzo Poe*
Department of Community and Family Services

DATE: June 19, 1997

SUBJECT: Amendment to Intergovernmental Agreement between Community and Family Services and State Department of Human Resources: Beach Elementary School Integrated Services Project

I. Recommendation/Action Requested: The Department of Community and Family Services recommends Board of County Commissioner approval of the renewal/amendment for the revenue/expenditure contract with Oregon Department of Human Resources, for the period July 1, 1997 through September 30, 1997.

II. Background/Analysis: The Department of Community and Family Services has received an amendment to the revenue/ expenditure contract from the State Department of Human Resources, to continue funding the Integrated Services/Caring Communities Project at Beach Elementary School. The amendment allows local funds to continue to be matched with federal funds.

The Caring Communities Projects bring together the school, State offices, and County offices to provide coordinated services to children and families. Most of the Caring Communities Projects in Multnomah County include a school-based site location, to facilitate access to and delivery of services.

III. Financial Impact: The contract requires \$40,400 annually of local monies to match the federal funds; federal funds of \$68,000 annually are returned to the County for the project. This amendment is for one quarter of the revenue/expenditure amount.

IV. Legal Issues: none

V. Controversial Issues: none

VI. Link to Current County Policies: These Projects address the following benchmarks: Access to Health Care, Drug Free Teens, Teen Pregnancy, High School Graduation Rate, and Basic Student Skills.

VII. Citizen Participation: The Leaders Roundtable was instrumental in developing and implementing these sites.

VIII. Other Government Participation: This contract is a joint effort of the Portland Public School District, State Department of Human Resources, and the County.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☐

Contract # 103606

Prior-Approved Contract Boilerplate: Attached; XXXX Not Attached

Amendment # 2

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$50,000	<input type="checkbox"/> Professional Services over \$50,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <input checked="" type="checkbox"/> Intergovernmental Revenue Agreement <div style="text-align: center; font-weight: bold;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-8</u> DATE <u>7/1/97</u> <u>DEB BOGSTAD</u> BOARD CLERK </div>

Department: Community & Family Services

Division: Contracts & Evaluation

Date: June 19, 1997

Administrative Contact: Barbara Timper

Phone: 248-3691 ext 28136

Bldg/Room 166/7th

Description of Contract:

Revenue amendment to fund integrated services/Caring Communities project at Beach Elementary School

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____

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

Contractor Name : Department of Human Resources Mailing Address: 500 Summer St, NE Salem, OR 97310-1012 Phone: (503)945-5821 Employer ID# or SS#: _____ Effective Date: July 1, 1995 Termination Date: September 30, 1997 Original Expenditure Amount: \$ 40,000 Previous Amendment Amount: \$ 40,400 Amendment: \$10,000 Original Revenue Amount: \$ 68,000 Previous Amendment Amount: \$ 68,000 Amendment: \$17,000 Total Amount of Expenditure: \$90,400 Total Amount of Revenue: \$153,000	Remittance Address (if different) _____ <table style="width:100%;"> <tr> <th style="text-align: left;">Payment Schedule</th> <th style="text-align: left;">Terms</th> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input type="checkbox"/> Monthly \$ _____</td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input checked="" type="checkbox"/> Other \$ Quarterly</td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	<input checked="" type="checkbox"/> Other \$ Quarterly	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input type="checkbox"/> Requirements Not to Exceed \$ _____		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
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<input type="checkbox"/> Requirements contract - Requisition Required																	
Purchase Order No. _____																	
<input type="checkbox"/> Requirements Not to Exceed \$ _____																	
Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

REQUIRED SIGNATURES:

Department Manager: *Lorenzo Paez* Date: 6/19/97

Purchasing Director: _____ Date: _____

(Class II Contracts Only) *Katie Gault* Date: 6/23/97

County Counsel: _____ Date: 7/1/97

County Chair/Sheriff: *Melody Stein* Date: _____

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE 00027				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	Inc/Dec Ind.
<i>Expenditure Coding: See Attached</i>											
	156	010	1310			2396 Revenue			State DHR	\$17,000	

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

\\cfsd-fs3\vol2\admin\ceu\dhbch98.caf

COMMUNITY AND FAMILY SERVICES DEPARTMENT

CONTRACT APPROVAL FORM SUPPLEMENT

Contractor : OREGON - DEPT OF HUMAN RESOURCES-BEACH SCHOO

Vendor Code : 00027

Fiscal Year : 97/98

Numeric Amendment : 02

Contract Number : 103606

Page 1 of 1
6/19/97

LINE	FUND	AGEN	ORG CODE	ACTIVIY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMET AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
02	156	010	1310	Y19A	6050	9997L	Integr Svs Pre-Matched Funding CYF Caring Communities Projects	\$0.00	\$10,000.00	\$10,000.00	
TOTAL								\$0.00	\$10,000.00	\$10,000.00	\$0.00

Oregon

Agreement #51071-2

DEPARTMENT OF
HUMAN
RESOURCES

Human Resources Building

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

1. This agreement is between the Department of Human Resources, Office of the Director, hereinafter called DHR, and Multnomah County, hereinafter called COUNTY.
2. This is Amendment No. 2 to original Agreement number 51071.
3. Language to be deleted or replaced is in [brackets] and new language is underlined.

4. II. TERM

This Agreement begins July 1, 1995 and ends [June 30, 1997] September 30, 1997, unless otherwise terminated or extended in writing.

IV. CONSIDERATION

DHR agrees to pay the COUNTY retroactively on a quarterly basis up to \$17,000 per quarter, for a total of [\$136,000.00] \$153,000.00 for the term of this agreement. Quarterly dates are September 30, 1995, December 31, 1995, March 31, 1996, June 30, 1996, September 30, 1996, December 31, 1996, March 31, 1997, June 30, 1997, and September 30, 1997. Funding after September 30, [1996] 1997 is contingent upon approval of further federal funding.

5. Except as expressly amended above, all other terms and conditions of the original agreement are still in full force and effect. COUNTY certifies that the representations and warranties contained in the original agreement as amended by previous amendments are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.
6. No contract or other agreement for the purpose of providing goods, services or real estate space to any agency shall be entered into, renewed or extended with any person, unless the person certifies in writing, under penalty of perjury, that the person is, to the best of the person's knowledge, not in violation of any tax laws described in ORS 304.380(4).



John A. Kitzhaber
Governor

500 Summer Street NE
Salem OR 97310-1012
Salem - (503) 945-5821
FAX - (503) 378-4324
TTY - (503) 945-5928

DHR 2259 (8/95)

The certification under subsection (6) of this section shall be required for each contract or agreement and renewal or extension of a contract or agreement or may be provided on an annual basis. A certification shall not be required for a contract or agreement if the consideration for the goods, services or real estate space provided under the contract is not more than \$1,000. (ORS 305.385(6)(7)).

By signature below, the undersigned certifies under penalty of perjury that COUNTY is not in violation of any Oregon tax laws.

7. Signatures

Lolene P. me
Dept. of Community and Family Services
Multnomah County

6/19/97
Date

Bev Stein
Bev Stein, Chair
Multnomah Co. Board Of Commissioners

July 1, 1997
Date

Director/Designee
Department of Human Resources

Date

Reviewed:

Katie Burt
Multnomah County Counsel

6/23/97
Date

DHR Contracts

Date

Lennie Bjornsen
DHR Service Integration Manager

Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-8 DATE 7/1/97
DEB BOGSTAD
BOARD CLERK

MEETING DATE: JUL 01 1997

AGENDA NO: C-9

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Revenue/Expenditure Agreement Amendment Between State Department of Human Resources and County Department of Community and Family Services, for an Integrated Services/ Caring Communities Project at Marshall High School.

BOARD BRIEFING

Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING

Date Requested: _____

Amount of Time Needed: consent

DEPARTMENT: Community and Family Services

DIVISION: _____

CONTACT: Lorenzo Poe/Iris Bell

TELEPHONE: 248-3691

BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Iris Bell

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

The Department of Community and Family Services has received a renewal revenue/expenditure contract amendment from the State Department of Human Resources, which funds an Integrated Services/Caring Communities Project at Marshall High School. This is an existing site.

The amendment continues *the first quarter* of the annual provision of \$40,800 local monies to be sent to the State to be matched with federal dollars. The revenues to the County become \$68,000 annually. The \$40,800 matching funds come from the Department of Community and Family Services. This amendment represents the first quarter of this agreement.

Caring Communities Projects bring together schools, state, local, and private provider agencies to address child and family concerns. Other projects operate out of Roosevelt High, Beach Elementary, and Centennial and Parkrose School Districts.

7/1/97 originals to Lou Olson

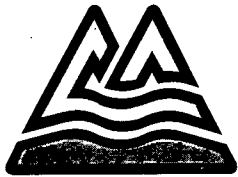
SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR
DEPARTMENT MANAGER: Lorenzo Poe

97 JUN 23 PM 1:54
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204
PHONE (503) 248-3691
FAX (503) 248-3379
TDD (503) 248-3598

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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director *Lorenzo Poe*
Department of Community and Family Services

DATE: June 19, 1997

SUBJECT: Amendment to Intergovernmental Agreement between Community and Family Services and State Department of Human Resources: Marshall High School Integrated Services Project

I. Recommendation/Action Requested: The Department of Community and Family Services recommends Board of County Commissioner approval of the renewal/amendment for the revenue/expenditure contract with Oregon Department of Human Resources, for the period July 1, 1997 through September 30, 1997.

II. Background/Analysis: The Department of Community and Family Services has received an amendment to the revenue/ expenditure contract from the State Department of Human Resources, to continue funding the Integrated Services/Caring Communities Project at Marshall High School. The amendment allows local funds to continue to be matched with federal funds.

The Caring Communities Projects bring together the school, State offices, and County offices to provide coordinated services to children and families. Most of the Caring Communities Projects in Multnomah County include a school-based site location, to facilitate access to and delivery of services.

III. Financial Impact: The contract requires \$40,800 **annually** of local monies to match the federal funds; federal funds of \$68,000 **annually** are returned to the County for the project. This amendment is for one quarter of the revenue/expenditure amount.

IV. Legal Issues: none

V. Controversial Issues: none

VI. Link to Current County Policies: These Projects address the following benchmarks: Access to Health Care, Drug Free Teens, Teen Pregnancy, High School Graduation Rate, and Basic Student Skills.

VII. Citizen Participation: The Leaders Roundtable was instrumental in developing and implementing these sites.

VIII. Other Government Participation: This contract is a joint effort of the Portland Public School District, State Department of Human Resources, and the County.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 103616

Prior-Approved Contract Boilerplate: Attached; XXXX Not Attached

Amendment # 2

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<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	<input checked="" type="checkbox"/> Intergovernmental Agreement <input checked="" type="checkbox"/> Intergovernmental Revenue Agreement <div style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</div> <div style="text-align: center;">AGENDA # <u>C-9</u> DATE <u>7/1/97</u> <u>DEB BOGSTAD</u> BOARD CLERK</div>

Department: Community & Family Services

Division: _____

Date: June 19, 1997

Administrative Contact: Chris White

Phone: 248-3691 ext 6062

Bldg/Room 166/7th

Description of Contract:

Revenue amendment to fund Caring Communities project at Marshall High School

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____
 ORS/AR # _____ Contractor is ☐ JMBE ☐ JWB E ☐ JQR F

<p>Contractor Name : Department of Human Resources Mailing Address: 500 Summer St, NE Salem, OR 97310-1012 Phone: (503)945-5821 Employer ID# or SS#: _____ Effective Date: July 1, 1995 Termination Date: June 30, 1997 Original Expenditure Amount: \$ 40,000 Previous Amendment: \$40,800 Current Amendment: \$10,000 Original Revenue Amount: \$ 68,000 Previous Amendment: \$68,000 Current Amendment: \$17,000 Total Amount of Expenditure: \$90,800 Total Amount of Revenue: \$153,000</p>	<p>Remittance Address (if different) _____</p> <hr/> <p style="text-align: center;">Payment Schedule Terms</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input checked="" type="checkbox"/> Other \$ <u>Quarterly</u> <input type="checkbox"/> Other <input type="checkbox"/> Requirements contract - Requisition Required Purchase Order No. _____ <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
--	---

REQUIRED SIGNATURES:

Department Manager: *Lolando Poe mas* Date: 6/19/97

Purchasing Director: _____ Date: _____

(Class II Contracts Only)
 County Counsel: *Kati Gault* Date: 6/23/97

County Chair/Sheriff: *Harley Dean* Date: 7/1/97

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE 00028				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCIP	AMOUNT	Inc/Dec Ind.
Expenditure Coding: See Attached											
	156	010	1310			2396 Revenue			State DHR	\$17,000	

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

COMMUNITY AND FAMILY SERVICES DEPARTMENT
CONTRACT APPROVAL FORM SUPPLEMENT
Contractor : OREGON - DEPT OF HUMAN RESOURCES-MARSHALL

Page 1 of 1
6/19/97

Vendor Code : 00028

Fiscal Year : 97/98

Numeric Amendment : 02

Contract Number : 103616

LINE	FUND	AGEN	ORG CODE	ACTIVIY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMET AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
01	156	010	1310	Y19A	6050	9999L	County General Fund CYF Caring Communities Projects	\$0.00	\$10,000.00	\$10,000.00	
TOTAL								\$0.00	\$10,000.00	\$10,000.00	\$0.00

Oregon

Agreement #50982-2

DEPARTMENT OF
HUMAN
RESOURCES

Human Resources Building

**AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT**

1. This agreement is between the Department of Human Resources, Office of the Director, hereinafter called DHR, and Multnomah County, hereinafter called COUNTY.
2. This is Amendment No. 2 to original Agreement number 50982.
3. Language to be deleted or replaced is in [brackets] and new language is underlined.

4. **II. TERM**

This Agreement begins July 1, 1995 and ends [June 30, 1997] September 30, 1997, unless otherwise terminated or extended in writing.

IV. CONSIDERATION

DHR agrees to pay the COUNTY retroactively on a quarterly basis up to \$17,000 per quarter, for a total of [\$136,000.00] \$153,000.00 for the term of this agreement. Quarterly dates are September 30, 1995, December 31, 1995, March 31, 1996, June 30, 1996, September 30, 1996, December 31, 1996, March 31, 1997, June 30, 1997, and September 30, 1997. **Funding after September 30, [1996] 1997 is contingent upon approval of further federal funding.**

5. Except as expressly amended above, all other terms and conditions of the original agreement are still in full force and effect. COUNTY certifies that the representations and warranties contained in the original agreement as amended by previous amendments are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.
6. No contract or other agreement for the purpose of providing goods, services or real estate space to any agency shall be entered into, renewed or extended with any person, unless the person certifies in writing, under penalty of perjury, that the person is, to the best of the person's knowledge, not in violation of any tax laws described in ORS 304.380(4).



John A. Kitzhaber
Governor

500 Summer Street NE
Salem OR 97310-1012
Salem - (503) 945-5821
FAX - (503) 378-4324
TTY - (503) 945-5928

DHR 2259 (8/95)

MEETING DATE: JUL 01 1997

AGENDA NO: C-10

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Revenue/Expenditure Agreement Amendment Between State Department of Human Resources and County Department of Community and Family Services, for an Integrated Services/ Caring Communities Project at Roosevelt High School.

BOARD BRIEFING

Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING

Date Requested: _____

Amount of Time Needed: consent

DEPARTMENT: Community and Family Services

DIVISION: _____

CONTACT: Lorenzo Poe/Iris Bell

TELEPHONE: 248-3691

BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Iris Bell

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

The Department of Community and Family Services has received a renewal revenue/expenditure contract amendment from the State Department of Human Resources, which funds an Integrated Services/Caring Communities Project at Roosevelt High School. This is an existing site.

The contract amendment continues the *annual* provision of \$40,800 in local monies to be sent to the State to be matched with federal dollars. The revenues to the County become \$68,000 *annually*. The \$40,800 matching funds come from the Department of Community and Family Services. This amendment reflects one quarter of the funding agreement.

Caring Communities Projects bring together schools, state, local, and private provider agencies to address child and family concerns. Other projects operate out of Marshall High, Beach Elementary, and Centennial and Parkrose School Districts.

7/1/97 ORIGINALS TO BARBARA TIMPPE
SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

Lorenzo Poe mls

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222
S:\ADMIN\CEU\CONT97\DHRR0097.BCC

BOARD OF
COUNTY COMMISSIONERS
97 JUN 23 PM 1:55
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204
PHONE (503) 248-3691
FAX (503) 248-3379
TDD (503) 248-3598

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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director *Lorenzo Poe*
Department of Community and Family Services

DATE: June 19, 1997

SUBJECT: Amendment to Intergovernmental Agreement between Community and Family Services
and State Department of Human Resources: Roosevelt High School Integrated Services
Project

I. Recommendation/Action Requested: The Department of Community and Family Services recommends Board of County Commissioner approval of the renewal/amendment revenue/expenditure contract with Oregon Department of Human Resources, for the period July 1, 1997 through September 30, 1997.

II. Background/Analysis: The Department of Community and Family Services has received an amendment to the revenue/ expenditure contract from the State Department of Human Resources, to continue funding the Integrated Services/Caring Communities Project at Roosevelt High School. The amendment allows local funds to continue to be matched with federal funds. This amendment reflects the first quarter of this agreement.

The Caring Communities Projects bring together the school, State offices, and County offices to provide coordinated services to children and families. Most of the Caring Communities Projects in Multnomah County include a school-based site location, to facilitate access to and delivery of services.

III. Financial Impact: The contract requires \$40,800 **annually** of local monies to match the federal funds; federal funds of \$68,000 **annually** are returned to the County for the project. This amendment is for one quarter of the revenue/match.

IV. Legal Issues: none

V. Controversial Issues: none

VI. Link to Current County Policies: These Projects address the following benchmarks: Access to Health Care, Drug Free Teens, Teen Pregnancy, High School Graduation Rate, and Basic Student Skills.

VII. Citizen Participation: The Leaders Roundtable was instrumental in developing and implementing these sites.

VIII. Other Government Participation: This contract is a joint effort of the Portland Public School District, State Department of Human Resources, and the County.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☐

Prior-Approved Contract Boilerplate: Attached; XXXX Not Attached

Contract # 103626

Amendment # 2

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<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	<input checked="" type="checkbox"/> Intergovernmental Agreement <input checked="" type="checkbox"/> Intergovernmental Revenue Agreement <div style="text-align: center;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-10</u> DATE <u>7/1/97</u> <u>DEB BOGSTAD</u> BOARD CLERK </div>

Department: Community & Family Services

Division: _____

Date: June 19, 1997

Administrative Contact: Barbara Timper

Phone: 248-3691 ext 28136

Description of Contract:

Amendment funds Caring Communities project at Roosevelt High School through the first quarter.

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____

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

Contractor Name : Department of Human Resources Mailing Address: 500 Summer St, NE Salem, OR 97310-1012 Phone: (503)945-5821 Employer ID# or SS#: _____ Effective Date: July 1, 1995 Termination Date: June 30, 1997 Original Expenditure Amount: \$ 40,000 Previous Amendment: \$40,800 Current Amendment: \$10,000 Original Revenue Amount: \$ 68,000 Previous Amendment: \$68,000 Current Amendment: \$17,000 Total Amount of Expenditure: \$90,800 Total Amount of Revenue: \$153,000	Remittance Address (if different) _____ <table style="width:100%;"> <tr> <th style="text-align: left;">Payment Schedule</th> <th style="text-align: left;">Terms</th> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input type="checkbox"/> Monthly \$ _____</td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input checked="" type="checkbox"/> Other \$ <u>Quarterly</u></td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	<input checked="" type="checkbox"/> Other \$ <u>Quarterly</u>	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input type="checkbox"/> Requirements Not to Exceed \$ _____		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Payment Schedule	Terms																
<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt																
<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30																
<input checked="" type="checkbox"/> Other \$ <u>Quarterly</u>	<input type="checkbox"/> Other																
<input type="checkbox"/> Requirements contract - Requisition Required																	
Purchase Order No. _____																	
<input type="checkbox"/> Requirements Not to Exceed \$ _____																	
Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

REQUIRED SIGNATURES:

Department Manager: *Lorenzo Paez* Date: 6/19/97

Purchasing Director: _____ Date: _____

(Class II Contracts Only)
County Counsel: *Kathy Gault* Date: 6/23/97

County Chair/Sheriff: *Marilyn Stein* Date: 7/1/97

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

VENDOR CODE GV0853B				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	Inc/Dec Ind.
<i>Expenditure Coding: See Attached</i>											
	156	010	1310			2396 Revenue			State DHR	\$17,000	

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

COMMUNITY AND FAMILY SERVICES DEPARTMENT

CONTRACT APPROVAL FORM SUPPLEMENT

Contractor : OREGON - DEPT OF HUMAN RESOURCES-ROOSEVELT

Vendor Code : GV0853B

Page 1 of 1

6/19/97

Fiscal Year : 97/98

Numeric Amendment : 02

Contract Number : 103626

LINE	FUND	AGEN	ORG CODE	ACTIVIY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMET AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
01	156	010	1310	Y19A	6050	9997L	Integr Svs.Pre-Matched Funding CYF Caring Communities Projects	\$0.00	\$10,000.00	\$10,000.00	
TOTAL								\$0.00	\$10,000.00	\$10,000.00	\$0.00

Oregon

Agreement #50980-2

DEPARTMENT OF
HUMAN
RESOURCES

**AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT**

Human Resources Building

1. This agreement is between the Department of Human Resources, Office of the Director, hereinafter called DHR, and Multnomah County, hereinafter called COUNTY.
2. This is Amendment No. 2 to original Agreement number 50980.
3. Language to be deleted or replaced is in [brackets] and new language is underlined.

4. II. TERM

This Agreement begins July 1, 1995 and ends [June 30, 1997] September 30, 1997, unless otherwise terminated or extended in writing.

IV. CONSIDERATION

DHR agrees to pay the COUNTY retroactively on a quarterly basis up to \$17,000 per quarter, for a total of [\$136,000.00] \$153,000.00 for the term of this agreement. Quarterly dates are September 30, 1995, December 31, 1995, March 31, 1996, June 30, 1996, September 30, 1996, December 31, 1996, March 31, 1997, June 30, 1997, and September 30, 1997. **Funding after September 30, [1996] 1997 is contingent upon approval of further federal funding.**

5. Except as expressly amended above, all other terms and conditions of the original agreement are still in full force and effect. COUNTY certifies that the representations and warranties contained in the original agreement as amended by previous amendments are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.
6. No contract or other agreement for the purpose of providing goods, services or real estate space to any agency shall be entered into, renewed or extended with any person, unless the person certifies in writing, under penalty of perjury, that the person is, to the best of the person's knowledge, not in violation of any tax laws described in ORS 304.380(4).



John A. Kitzhaber
Governor

500 Summer Street NE
Salem OR 97310-1012
Salem - (503) 945-5821
FAX - (503) 378-4324
TTY - (503) 945-5928

DHR 2259 (8/95)

The certification under subsection (6) of this section shall be required for each contract or agreement and renewal or extension of a contract or agreement or may be provided on an annual basis. A certification shall not be required for a contract or agreement if the consideration for the goods, services or real estate space provided under the contract is not more than \$1,000. (ORS 305.385(6)(7)).

By signature below, the undersigned certifies under penalty of perjury that COUNTY is not in violation of any Oregon tax laws.

7. Signatures

Lolene Permes
Dept. of Community and Family Services
Multnomah County

6/19/97
Date

Bev Stein
Bev Stein, Chair
Multnomah Co. Board Of Commissioners

July 1, 1997
Date

Director/Designee
Department of Human Resources

Date

Reviewed:

Katie Gatzert
Multnomah County Counsel

6/23/97
Date

DHR Contracts

Date

Lennie Bjornsen
DHR Service Integration Manager

Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-10 DATE 7/1/97
DEB BOGSTAD
BOARD CLERK

MEETING DATE: JUL 01 1997
AGENDA NO: C-11
ESTIMATED START TIME: 10:00

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: INTERGOVERNMENTAL REVENUE AGREEMENT BETWEEN JUVENILE AND ADULT COMMUNITY JUSTICE AND OREGON YOUTH AUTHORITY

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: _____
AMOUNT OF TIME NEEDED: 3 minutes

DEPARTMENT: JACJ DIVISION: _____

CONTACT: Alandria Taylor TELEPHONE #: 248-3968
BLDG/ROOM #: 311 DJJS

PERSON(S) MAKING PRESENTATION: Bill Morris / Elyse Clawson

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

This \$833,624 Intergovernmental Revenue Agreement continues the JACJ's downsizing agreement with the Oregon Youth Authority, for FY 1997/98. It continues the Department's ability to provide evaluation and diagnostic services disposition of parole violators, community services, and a process for making training school and parole placement decisions.

7/1/97 ORIGINALS to Alandria Taylor

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: B. Morris

BOARD OF
COUNTY COMMISSIONERS
97 JUN 25 PM 12:39
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277



MULTNOMAH COUNTY OREGON

DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE
JUVENILE COMMUNITY JUSTICE
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460
TDD 248-3561

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

MEMORANDUM

TO: Beverly Stein, Chair
Multnomah County Board of Commissioners

FROM: Elyse Clawson, Director
Department of Community Justice

DATE: June 18, 1997

SUBJECT: Ratification of an Intergovernmental Agreement between Oregon Youth Authority (OYA) and the Department of Community Justice (DCJ)

- I. RECOMMENDATION: The Department of Community Justice recommends the Board's approval to continue the Intergovernmental Agreement with the State of Oregon, Oregon Youth Authority for Fiscal Year 1997-98.
- II. BACKGROUND ANALYSIS: The State's Diversion Program involves the provision of evaluation and diagnostic services, adjudicatory and disposition services for OYA parolee's having violated conditions of parole or committing new law violations, operation of short-term detention backup services (in lieu of returning to State Training School facilities), delivery of community-based services with a variety of program contractors, and implementing and maintaining a parole revocation process that determines the viability of parolees remaining in non-custody settings. The Department has participated in the State's Diversion Program since Fiscal Year 1990-91. The focus for this program continues to be the management of the State's close custody beds, ensuring that those youth most at risk to the public's safety are able to remain in treatment and rehabilitation oriented programs, in the close custody environment. This approach maintains the Department's ability to ensure that juvenile offenders not involved in Measure 11 crimes, but in need of secure custody, and committed to OYA care are afforded every opportunity to remain in such custody through the completion of State Training School treatment programs.
- III. FINANCIAL IMPACT: Through the Intergovernmental Agreement for Fiscal Year 1997-98, the State shall provide Multnomah County \$833,624 to manage services outlined in the Department's Diversion Plan. The associated revenues and expenses are described in the 1997-98 Adopted Budget for the Department of Community Justice.

INTERGOVERNMENTAL AGREEMENT
Oregon Youth Authority (OYA)
Page 2

- IV. LEGAL ISSUES: The Intergovernmental Agreement has been reviewed by County Counsel. No legal issues have been presented that would preclude this Agreement from approval by the Board of County Commissioners.
- V. CONTROVERSIAL ISSUES: There are no controversial issues that would preclude this Agreement from approval by the Board of County Commissioners.
- VI. LINK TO CURRENT COUNTY POLICIES: The Intergovernmental Agreement links to Board Policy relating to Public Safety, collaboration with community-based service providers, high school completion and the reduction of juvenile crime.
- VII. CITIZEN PARTICIPATION: The Intergovernmental Agreement and related Diversion Plan are linked to the Local Public Safety Coordinating Council activities focusing on strategic planning for juvenile services.
- VIII. OTHER GOVERNMENT PARTICIPATION: There are no requirements to link with other governmental bodies in the establishment of this Intergovernmental Agreement. This Intergovernmental Agreement describes the relationship between Multnomah County and the State of Oregon.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☐

Contract # 700028

Prior-Approved Contract Boilerplate: ☒ Attached: ☐ Not Attached

Amendment #

CLASS I <input type="checkbox"/> Professional Services under \$50,000 <input type="checkbox"/> Intergovernmental Agreement under \$50,000	CLASS II <input type="checkbox"/> Professional Services over \$50,000 (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	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement over \$50,000 APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-11</u> DATE <u>7/1/97</u> DEB BOGSTAD BOARD CLERK
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Department: Community Justice

Date: May 27, 1997

Contract Originator: Bill Morris

Phone: 248-3532 Bldg/Room: 311/DJJS

Administrative Contact: Alandria Taylor

Phone: 248-3968 Bldg/Room 311/DJJS

Description of Contract: *This Intergovernmental Revenue Agreement will continue to allow Juvenile Justice to provide evaluation and diagnostic services, disposition of parole violations, detention back-up, community programs and services, and a process for making training school placement and parole placement decisions.*

RFP/BID #: Date of RFP/BID: Exemption Expiration Date:

ORS/AR #: (Check all boxes that apply) Contractor is ☐ MBE ☐ WBE ☐ QRF ☒ N/A ☐ None

Original Contract No. (ONLY FOR ORIGINAL RENEWALS)

Contractor Name: <u>Oregon Youth Authority</u> Mailing Address: <u>500 Summer St. NE</u> <u>Salem, Oregon 97310-1017</u> Phone: <u>(503) 945-5651</u> Employer ID# or SS#: <u> </u> Effective Date: <u>July 1997</u> Termination Date: <u>June 30, 1998</u> Original Contract Amount: \$ <u>833,624</u> Total Amt of Previous Amendments: \$ <u> </u> Amount of Amendment: \$ <u> </u> Total Amount of Agreement: \$ <u>833,624</u>	Remittance Address (if different) <u> </u> Payment Schedule <u> </u> Terms <u> </u> <input type="checkbox"/> Lump Sum \$ <u> </u> <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ <u> </u> <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ <u> </u> <input type="checkbox"/> Other <input type="checkbox"/> Requirements contract - Requisition Required <input type="checkbox"/> Requirements Not to Exceed \$ <u> </u> Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>
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REQUIRED SIGNATURES:

Department Manager:  Date: 6-18-97

Purchasing Manager: Date:

(Class II Contracts Only)

County Counsel:  Date: 6/25/97

County Chair/Sheriff:  Date: July 1, 1997

Contract Administration: Date:

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC
01	156	022	2720			2318		DNZG	OYA DIVERSION	11,683	
02	156	022	2740			2318		DNZG	OYA DIVERSION	554,302	
03	156	022	2780			2318		DNZG	OYA DIVERSION	129,641	
04	156	022	2900			2318		DNZG	OYA DIVERSION	137,998	

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

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance



STATE OF OREGON INTER-GOVERNMENTAL AGREEMENT
COUNTY DIVERSION

State of Oregon
Oregon Youth Authority

Contract Log #: 7-9031

Provider #: D90847

This Contract is between the State of Oregon, acting by and through its **OREGON YOUTH AUTHORITY**, hereafter called Department, and **MULTNOMAH COUNTY BOARD OF COMMISSIONERS**, hereafter called Contractor. Department's Contract Administrator for this Contract is **Bob Jester**.

1. Effective Date and Duration. This Contract shall become effective on the later of (i) **July 1, 1997** or (ii) the date this Contract has been signed by every party hereto and, when required, approved by Department of Administrative Services and Department of Justice. Unless terminated or extended, this Contract shall expire when Department accepts Contractor's completed performance or on **June 30, 1998**, whichever date occurs first. Expiration or termination of this Contract shall not extinguish or prejudice Department's right to enforce this Contract with respect to any breach of a Contractor warranty or any default or defect in Contractor performance that has not been cured.

2. Statement of Work. The statement of work (the "Work"), including the delivery schedule for such Work, is identified in Exhibit A attached and incorporated by reference into this Contract. Contractor agrees to perform the Work in accordance with the terms and conditions of this Contract.

3. Consideration.

- a. Department agrees to pay Contractor an amount not to exceed **\$833,624.00** for accomplishing the Work required by this Contract including any allowable expenses.
- b. Interim payments to Contractor shall be made only in accordance with the schedule and requirements in Exhibit A.

4. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence and incorporated by this reference: this Contract less exhibits and attachments, Exhibits B, C, and A and the Contractor's Diversion Plan. Exhibits A, B, and C are attached to this contract, and the Contractor's Diversion Plan for the period of July 1, 1997 to June 30, 1998 is on file with both the Department and the Contractor and by this reference is hereby made a part of this Contract.

5. Subcontracts and Assignment; Successors and Assigns.

- a. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract, without Department's prior written consent. In addition to any other provisions Department may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by Sections 6, 10, 11, 14, 16 and 28 of this Contract as if the subcontractor were the Contractor. Department's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract. Moreover, approval by the Department of a subcontract shall not result in any obligations to the Department in addition to those set forth in this Contract, including, without limitation, the agreed rates of payment and total consideration. Contractor shall be solely responsible for any and all obligations owing to the subcontractor.
- b. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any.

6. No Third Party Beneficiaries. Department and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

7. Funds Available and Authorized; Payments.

- a. Contractor shall not be compensated for work performed under this Contract by any other agency or department of the State of Oregon. Department has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract within the Department's biennial appropriation or limitation. Contractor understands and agrees that Department's payment of amounts under this Contract attributable to Work performed after the last day of the current biennium is contingent on Department receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow Department, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract. In the event sufficient appropriations, limitations, or other expenditure authority is not obtained, the Department may terminate this Contract effective upon written notice to the Contractor without penalty or further liability.
- b. Department is obligated to pay Contractor only for work that is performed in accordance with the terms and conditions of this Contract. Interim payments to Contractor under this Contract shall not constitute acceptance of the Work.

8. Representations and Warranties.

- a. Contractor's Representations and Warranties. Contractor represents and warrants to Department that (1) Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work, (5) all computer hardware

and software delivered under this Contract will, individually and in combination, correctly process, sequence, and calculate all date and date related data for all dates prior to, through and after January 1, 2000, and (6) any software products delivered under this Contract that process date or date related data shall recognize, store and transmit date data in a format which explicitly and unambiguously specifies the correct century.

b. **Contractor's Limitation of Liability.** Contractor's liability with respect to items (5) and (6) of Section 8a. above shall not exceed: (1) twice the total contract amount (including any amendments) or (2) \$100,000, whichever is greater.

c. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

9. Ownership of Work Product. All work product of Contractor that results from services rendered by Contractor to youth served under this Contract (the "Work Product") is the exclusive property of Department. Department and Contractor intend that such Work Product be deemed "work made for hire" of which Department shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire", Contractor hereby irrevocably assigns to Department all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as Department may reasonably request in order to fully vest such rights in Department. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

10. Indemnity. Contractor shall defend, save, hold harmless, and indemnify the State of Oregon and Department and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities, obligations, representations or warranties of Contractor or its officers, employees, subcontractors, or agents under this Contract.

11. Indemnification and Insurance. Notwithstanding Section (10) in this contract, the Contractor and the Department shall not be responsible for any legal liability, loss, damages, costs and expenses arising in favor of any person, on account of personal injuries, death, or property loss or damage occurring, growing out of, incident to, or resulting directly or indirectly from the acts or omissions of the other party under this agreement.

Both the Department and the Contractor shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering each respective party's own acts and omissions under this agreement. Contractor may satisfy these requirements in any manner allowed by ORS 30.270. The Department shall satisfy this requirement through the Liability Fund established under ORS 278.425. Such liability insurance, whatever the form, shall be in an amount not less than the limits of public body tort liability specified in ORS 30.270. In the event of unilateral cancellation or restriction by the insurance company of the Contractor's insurance policy referred to in this paragraph, the Contractor shall immediately notify the Department verbally and in writing.

Coverage limits shall be not less than \$500,000 combined single limit per occurrence.

Contractor shall secure and keep in effect during the term of this contract a fidelity bond covering the activities of all persons having custody of funds. The bond amount shall be no less than the monthly total of all payments from the Department to the Contractor.

Each insurance policy and bond must contain a provision that there shall be no cancellation, material change, or refusal to renew such insurance policies without 30 days' prior written notice to the Department.

12. Termination.

a. **Parties' Right to Terminate For Convenience.** This Contract may be terminated at any time by mutual written consent of the parties.

b. **Department's Right To Terminate For Convenience.** Department may, in its sole discretion, terminate this Contract, in whole or in part, upon 60 days' notice to Contractor.

c. **Department's Right to Terminate For Cause.** Department may terminate this Contract, in whole or in part, immediately upon notice to Contractor, or at such later date as Department may establish in such notice, upon the occurrence of any of the following events:

(i) Department fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for Contractor's Work;

(ii) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Work under this Contract is prohibited or Department is prohibited from paying for such Work from the planned funding source;

(iii) Contractor no longer holds any license or certificate that is required to perform the Work, or any license or certificate required by statute, rule, regulation or other law to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed or changed in such a way that the Contractor no longer meets requirements for such license or certificate; or

(iv) Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within 10 business days after delivery of Department's notice, or such longer period of cure as Department may specify in such notice.

d. **Contractor's Right to Terminate for Cause.** Contractor may terminate this Contract upon 30 days' notice to Department if Department fails to pay Contractor pursuant to the terms of this Contract and Department fails to cure such default within 30 business days after receipt of Contractor's notice, or such longer period of cure as Contractor may specify in such notice.

e. **Remedies.**

(i) In the event of termination pursuant to Sections 12.a, 12.b, 12.c(i), 12.c(ii) or 12.d, Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by Department, less previous amounts paid and the amount of any claim(s) which State has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor, Contractor shall pay any excess to Department upon demand.

(ii) In the event of termination pursuant to Section 12.c(iii) or 12.c(iv), Department shall have any remedy available to it in law or equity. Remedies pursuant to this Section 12 (e) (ii) may be pursued singly, successively, collectively or in any order whatsoever. If it is determined for any reason that Contractor was not in default under Section 12.c(iii) or 12.c(iv), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 12.b.

f. **Contractor's Tender Upon Termination.** Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless Department expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to Department all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon Department's request, Contractor shall surrender to anyone Department designates, all documents, research or objects or other tangible things necessary or appropriate to complete the Work.

13. Limitation of Liabilities. EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTIONS 13.(e)(ii) or 9(a), NEITHER PARTY SHALL BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE CONTRACT OR (ii) ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN ACCORDANCE WITH ITS TERMS.

14. Records Maintenance; Access. Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that Department and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

15. Compliance with Applicable Law. Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Contract, including, without limitation, the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555, as set forth on Exhibit B, attached hereto and incorporated by reference herein. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) the Age Discrimination Act of 1975; (v) the Protective Child Act of 1994 (Public Law 103-227); (vi) all regulations and administrative rules established pursuant to the foregoing laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Contractor shall comply with all applicable state, county and municipal standards for licensing, certification and operation of required facilities, shall maintain any applicable professional license or certificate required to perform the services described in this Contract, and shall comply with any other standards or criteria described in this Contract.

16. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. Contractor shall demonstrate its legal capacity to perform the Work under this Contract in the State of Oregon prior to entering into this Contract.

17. Force Majeure. Neither Department nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond the reasonable control of Department or Contractor, respectively. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

18. Survival. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 1, 8, 9, 10, 12, 13, 14, 18, 25, 27, and 28 and any section of this Contract in which survival is expressly referenced.

19. Time is of the Essence. Contractor agrees that time is of the essence under this Contract.

20. Notice. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or Department at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section 20. Notwithstanding the foregoing sentence, any notice of termination of this Contract shall be given by certified mail, return receipt requested. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given

when receipt of the transmission is generated by the transmitting machine; provided that to be effective against Department, such facsimile transmission must be confirmed by telephone notice to Department's Contract Administrator and the Contracts Unit 503-373-7356. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. All such communications and notices shall be copied to the Oregon Youth Authority Contracts Unit, 530 Center St. NE, Suite 200, Salem OR 97301-3740

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

22. Counterparts. This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

23. Department of Administrative Services Approval. Unless expressly provided otherwise by applicable statutes or rules the approval of the Department of Administrative Services, and in certain cases of the Department of Justice, is required before any work may begin under this Contract or an amendment to this Contract.

24. Disclosure of Social Security Number. Contractor must provide Contractor's Social Security number unless Contractor provides a federal tax ID number. This number is requested pursuant to ORS 305.385, OAR 125-20-410(3) and OAR 150-305.100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal and local tax laws.

25. Governing Law; Venue; Consent to Jurisdiction. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Department (and/or any other agency or department of the State of Oregon) and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

26. Year 2000 Compliance Notice. In the event Contractor learns or has reason to believe that Department's computer hardware or software environment fails to use a date format that explicitly specifies century in any date data, Contractor shall promptly advise Department of such failure.

27. Integration; Waiver. This Contract and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of Department to enforce any provision of this Contract shall not constitute a waiver by Department of that or any other provision.

28. Confidentiality of Information. The use or disclosure by the Contractor and its employees and agents of any information concerning a recipient of services purchased under this Contract, for any purpose not directly connected with the administration of the Contractor's responsibilities with respect to such purchased services, is prohibited, except on written consent of the Department, or if the Department is not the recipient's guardian, on written consent of the person or persons authorized by law to consent to such use or disclosure.

29. Contractor-Client Relationship. The Contractor will establish a system through which a youth and the youth's parents or guardian may present grievances about the operation of the Contractor's service program. At the time arrangements are made for the Contractor's services, the Contractor will advise the youth and parents or guardian of the youth the existence of this grievance system. The Contractor shall notify the Department of all unresolved grievances.

30. Services to Culturally Diverse Youth and Families. Providing equal access to and maximum benefit from services for youth who are members of culturally diverse groups is a priority for the Department. The Contractor shall be responsible for developing a plan to identify the steps to be taken toward becoming more culturally competent in order to serve, more effectively, culturally diverse youth. The Contractor shall submit a copy of the plan to the Department no later than December 31 of each even numbered year. During the regularly scheduled review of the Contractor's program, the Department shall review information regarding efforts to deliver services which benefit culturally diverse youth.

31. Program Records, Controls, Reports and Monitoring Procedures. The Contractor agrees to maintain program records including statistical records, and to provide program records to the Department at times and in the form prescribed by the Department. The Contractor agrees to establish and exercise such controls as are necessary to assure full compliance with the program requirements of this Contract. The Contractor also agrees that a program and facilities review (including meetings with youth, review of service records, review of policy and procedures, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services) may be conducted at any reasonable time by state and federal personnel and other persons authorized by the Department. The Contractor shall cooperate fully with such reviews.

CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR DATA AND CERTIFICATION

Name (tax filing) _____

Address: _____

Federal Tax ID#: _____

Above Contractor information must be provided prior to Contract approval by the Department of Administrative Services, if such approval is required. This information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer identification submitted. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to 31 percent backup withholding.

Certification: The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws (including, without limitation, those listed in Exhibit B); (d) Contractor is an independent contractor as defined in ORS 670.600; and (e) the above Contractor data is true and accurate.

CONTRACTORS: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

CONTRACTOR:

By _____

Title Director

Date 6-18-97

Mailing Address: 1401 NE 68th Ave.

Portland, OR 97213-4957

Facsimile: (503) 248-3218

Approved by STATE OF OREGON, acting by and through its Department of Administrative Services

By N/A

Title Personal Services Contracts Section

Date N/A

Approved by Assistant Attorney General

By N/A

DEPARTMENT: STATE OF OREGON, acting by and through its Oregon Youth Authority

By _____
Title Manager of Budget and Contracts

Date _____

Mailing Address: 530 Center St. NE, Suite 200

Salem, Oregon 97301-3740

Facsimile: (503) 373-7921

Reviewed by OYA Contracts Officer:

By Beverly Stein

Date May 2, 1997

THOMAS SPONSER, COUNTY COUNSEL
for Multnomah County, Oregon

Katie Gaetjens
Katie Gaetjens,
Assistant County Counsel

page 5 of 5 Date: 6/25/97

BEVERLY STEIN, CHAIR
Board of County Commissioners

Beverly Stein
Date: July 1, 1997

EXHIBIT A PERSONAL SERVICES CONTRACT

Contract Number 7-9031

Contractor Multnomah County Board of Commissioners

1. STATEMENT OF WORK:

1.1 a). For each youth committed to a Youth Correctional Facility, the Contractor shall provide the Department with: (i). a reformation plan, including evaluation and diagnostic services, in the format approved by the Department; (ii). disposition of parole violations; (iii). detention back-up; (iv). community programs and services received by the youth; and (v). a process for making Youth Correctional Facility placement and parole decisions in accordance with the Contractor's approved Diversion Plan, which by this reference is incorporated into this Contract. The Contractor's Diversion Plan is not attached but is on file with the Department.

b). In addition, the Contractor shall provide the Department with a psychological evaluation on all youth committed to a Youth Correctional Facility for public safety reserve offenses.

1.2 The Discretionary Bed Space Limitation shall be determined by applying the formula established by the Juvenile Corrections Council and adopted by the Department. This formula allows for the Limitation to change based upon the availability of discretionary beds in the overall statewide resource. The Contractor is responsible for ensuring that the Limitation for youth in Youth Correctional Facilities is not exceeded on any given day. The Department will notify the Contractor, in writing, of the Contractor's Discretionary Bed Space Limitation, and any changes in its Discretionary Bed Space Limitation.

1.3 The Contractor is responsible for completing a reformation plan approved by the Department, and for assuring the plan accompanies the youth at the time of commitment to the Oregon Youth Authority for placement in a Youth Correctional Facility or Community Program. The State may assess the Contractor a fee of \$125.00 per youth for non-compliance with this provision. The fee will be withheld from the Contractor's next diversion check.

1.4 The Contractor will provide a revocation hearing in the community prior to returning a youth to a state custody bed. The Youth Correctional Facility in which the youth resides must receive the report within 72 hours of the youth's arrival. The Department may assess a fee of \$55.00 for each failure to comply with this provision. The fee will be withheld from the Contractor's next diversion check.

1.5 Department shall notify the Contractor when it exceeds the contracted bed allocation. Contractor shall submit to Department, within five (5) days, a prioritized list of names of those youth in close custody who shall be released when the County exceeds its county bed allocation. Should the Contractor continue out of compliance, a plan must be submitted by the Contractor and approved by the Department to return to compliance. If the Contractor remains out of compliance for 90 days the Department may withhold all, or a portion of the monthly payment until the Contractor returns to compliance.

1.6 Contractor shall submit quarterly data on services provided to youth on forms provided by the Department (OYUA 1017P). The data shall be received by the 10th of the month for each quarter (January, April, July and October).

1.7 A final report of the Contractor's actual expenditures and state revenue received by the County pertaining to this Contract shall be submitted to the Department by the Contractor within sixty (60) days, following July 1, 1998.

2. CONSIDERATION:

2.1 As consideration for the services provided by the Contractor under this Contract during the period beginning July 1, 1997 and ending June 30, 1998, the Department, subject to the provision of ORS 293.462(payment of overdue account charges) and the terms and conditions of this Contract, will pay to the Contractor, by check(s) an amount not to exceed \$833,624.00; to be paid at the rate of \$69,468.67 per month.

(Note: Enter type of service code AC1 on invoice)

2.2 Contractor shall not submit invoices for, and Department will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs work subject to the amendment. Contractor shall notify Agency's Contract Administrator in writing thirty (30) calendar days before this Contract expires of the upcoming expiration of the Contract. No payment will be made for any services performed before the beginning date or after the expiration date of this Contract, as it may be amended from time to time in accordance with its terms.

2.3 Contractor shall submit billings on the form entitled Billing For Diversion Services (YA 1019) and the Contract/Invoice Voucher (CF 294A) copies of which will be furnished to the Contractor. Billings shall be submitted by the 10th of each month to Oregon Youth Authority, Budget & Contracts Unit, Attention: Gregory Jenks, 530 Center NE, Suite 200, Salem, Oregon 97301-3740.

2.4 The Contractor will not impose or demand any fees from any person or agency for services provided and paid for under this Contract, unless the fees have been approved in advance by the Department.

25 If payments to Contractor under this Contract, or under any other contract between the Contractor and the Department, are made in error or are found to be excessive under the terms of this Contract, the Department, after giving written notification to the Contractor, may withhold payments due to Contractor under this Contract in such amounts, and over such periods of time, as are necessary to recover the amount of the overpayment.

3. PROGRAM

3.1 Definitions:

a.) Youth Correctional Facility means MacLaren, Hillcrest, Secure Regional Facilities, Work Study Camps, Youth Accountability Camps, and any other facility designated by the Department.

b.) Discretionary Bed Space Limitation means the maximum number of youth from a County who may reside in beds apportioned to that County based on the formula established by the Juvenile Corrections Council and adopted by the Department. For the purposes of this contract, the youth from a County who will be counted against the Discretionary Bed Space Limitation include:

(i) Commitment to the custody of the Department for placement at the Youth Correctional Facility by the juvenile court of jurisdiction under ORS 419c.478.

(ii) Revocation of parole from the Youth Correctional Facility under provision of ORS 420.045 (3).

Youth placed at the Youth Correctional Facility due to administrative transfer from the Department of Corrections under ORS 420.011(2) and those youth placed in Public Safety Reserve Beds in accord with Department Administrative Rules are not counted against the Discretionary Bed Space Limitation.

c.) Public Safety Reserve Bed Space means the category of beds in the Youth Correctional Facilities that are reserved for youth who have committed offenses designated by the Juvenile Corrections Council and adopted by the Department. Such bed space is not included in a County's Discretionary Bed Space Limitation.

d.) Community Programs means those services and sanctions provided to delinquent youth outside the Youth Correctional Facilities. These include, but are not limited to, residential youth programs, certified family resources, individualized services, and other programs developed in accordance with approved County Diversion Plans.

4. PAYMENT

4.1 Definitions

a.) Allowable Costs are those costs which are reasonable and necessary for delivery of services herein contracted, determined in accordance with the Office of Management and Budget (OMB) Circular A 122 as revised.

b.) Restricted Funds are Department funds including any interest accrued thereon expendable only for costs identified in the budget document contained in the Contractors approved Diversion Plan.

c.) Surplus Funds are those in excess of restricted Department funds remaining after approved expenses have been deducted.

d.) Administrative Costs are those support costs incurred in the provision of the services required by this Contract by County government organizational units other than the Juvenile Department. Included in Administrative Costs are such things as payroll administration costs, accounting services and indirect overhead expenses.

4.2 It is agreed that the amount paid under this contract may be changed by the Department as a result of Legislative action. The Department shall provide the Contractor with written notice of any such change.

4.3 It is agreed that the Contractor may not expend more than 7.5% of the funds paid under this contract for Administrative Costs in support of the provision of the services required by this contract.

EXHIBIT B PERSONAL SERVICES CONTRACT

279.312 Conditions of public contracts concerning payment of laborers and materialmen, contributions to Industrial Accident Fund, liens and withholding taxes. Every public contract shall contain a condition that the contractor shall:

- (1) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.
- (2) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
- (3) Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

279.314 Condition concerning payment of claims by public officers.

- (1) Every public contract shall also contain a clause or condition that, if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the state, county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract.
- (2) The payment of a claim in the manner authorized in this section shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.

279.316 Condition concerning hours of labor.

- (1) Every public contract shall also contain a condition that no person shall be employed for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279.051, the laborer shall be paid at least time and a half pay for all overtime in excess of eight hours a day and for work performed on Saturday and on any legal holiday specified in ORS 279.334.
- (2) In the case of contracts for personal services as defined in ORS 279.051, the contract shall contain a provision that the laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 USC sections 201 to 209 from receiving overtime.

279.320 Condition concerning payment for medical care and providing workers' compensation.

- (1) Every public contract shall also contain a condition that the contractor shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all moneys and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- (2) Every public contract also shall contain a clause or condition that all employers working under the contract are subject employers that will comply with ORS 656.017.

OAR 150-305.385(6)-(B) For purposes of this certificate, 'Oregon tax laws' means the state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Lane Transit District Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

RECYCLING

As required by ORS 279.555, in the performance of this Contract, Contractor shall use, to the maximum extent economically feasible, recycled products.

EXHIBIT C

INSURANCE

During the term of this Contract, the Contractor shall maintain in force at its own expense, each insurance noted below: (Department must check #2 and #3 as to whether insurance is required or not).

1. ☒ Required by Department of Contractors with one or more workers, as defined by ORS 656.027.

Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employees to provide Oregon workers' compensation coverage for all their subject workers.

2. ☐ Required by the Department ☒ Not Required by the Department

Professional Liability insurance with a combined single limit, or the equivalent, of not less than:

☐ \$200,000; ☐ \$500,000; ☐ \$1,000,000; ☐ \$2,000,000 for each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract.

3. ☐ Required by the Department ☒ Not Required by the Department

General Liability insurance with a combined single limit, or the equivalent, of not less than:

☐ \$200,000; ☐ \$500,000; ☐ \$1,000,000; ☐ \$2,000,000 for each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the State of Oregon and Oregon Youth Authority and their officers and employees are Additional Insureds, but only with respect to the Contractor's services to be provided under this Contract.

4. ☒ Required by the Department if in the course of performing duties under this contract Contractor must transport youth:

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than:

☒ Oregon Financial Responsibility Law (ORS 806.060); ☐ \$200,000; ☐ \$500,000; or ☐ \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

5. **Notice of Cancellation or Change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the Contractor or its insurer(s) to the Department.

6. **Certificates of Insurance.** As evidence of the insurance coverages required by this Contract, the Contractor shall furnish acceptable insurance certificates to the Department prior to commencing work. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to State acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the State. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

MEETING DATE: JUL 01 1997

AGENDA NO: C-12

ESTIMATED START TIME: 10:00

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Cancellation of Defaulted Land Sales Contract

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

Request cancellation of Land Sales Contract 15664 to ESTATE OF TIMOTHY HENDERSON, DECEASED.

Cancellation Order and copy of Notice of Default attached.

7/7/97 copies to tax title

BOARD OF
COUNTY COMMISSIONERS
97 JUN 24 AM 9:11
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: K. A. Tuneberg

OR
DEPARTMENT MANAGER: Larry E. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

12/95

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Cancellation of Land Sale
Contract 15664 between Multnomah County
and TIMOTHY HENDERSON, DECEASED
upon Default of Payments and Performance
of Covenants

ORDER TO CANCEL CONTRACT
97-129

WHEREAS the contract purchaser, TIMOTHY HENDERSON, DECEASED, by contract dated January 21, 1993, agreed to purchase from Multnomah County upon terms and conditions provided therein, the following tax foreclosed property:

EXC PART IN ST, LOT 1, BLOCK 8; LOT 2, BLOCK 8, POINT VIEW, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

WHEREAS the purchaser is now in default of the terms of contract in that purchaser failed to make monthly payments of \$550.90 since April 13, 1993 for a total of \$29,748.60. WHEREAS purchaser is now in default for failure to pay delinquent taxes for tax years 93/94, 94/95, 95/96, & 96/97 for a total of \$5,954.33, and failed to pay delinquent City Liens in the amount of \$14,188.62.

WHEREAS ORS 275.220 provides that upon default, the Board may cancel the contract:

WHEREAS the County sent notice to contract purchaser and other interested parties of this cancellation consistent with ORS 93.915.

NOW, THEREFORE, it is hereby ORDERED that the subject contract be and is declared CANCELLED.

IT IS HEREBY FURTHER ORDERED that the Multnomah County Tax Collector remove the above property from taxation and cancel all unpaid taxes in accordance with the provisions of ORS 275.240.

IT IS HEREBY FURTHER ORDERED that the MULTNOMAH COUNTY SHERIFF serve a certified copy of this order and a return of service be made upon such copy of the order to:

SUSAN K. ANDERSEN, ATTORNEY AT LAW, 2686 SW VISTA AVE, PORTLAND OR 97201

IT IS HEREBY FURTHER ORDERED that the TAX TITLE UNIT OF THE DEPARTMENT OF ENVIRONMENTAL SERVICES mail via regular mail and a certificate of mailing be made upon such copy of the order to:

ESTATE OF TIMOTHY HENDERSON, 1117 NE 60TH AVE, PORTLAND OR 97213
SUSAN K. ANDERSEN, ATTORNEY AT LAW, 2686 SW VISTA AVE, PORTLAND OR 97201

Dated this 1st day of July, 1997.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Chair

REVIEWED:

THOMAS SPONSER, COUNTY COUNSEL
for Multnomah County, Oregon

By Matthew O. Ryan
Matthew O. Ryan, Asst. County Counsel

MULTNOMAH COUNTY TAX TITLE
PO BOX 2716, PORTLAND OR 97208
421 SW 6TH AVE, RM 300, PORTLAND OR 97204
503-248-3590

March 27, 1997

ESTATE OF TIMOTHY HENDERSON, DECEASED
1117 NE 60TH AVE
PORTLAND OR 97213

FINAL NOTICE OF DEFAULT AND PENDING CANCELLATION OF CONTRACT 15664

YOU ARE HEREBY NOTIFIED THAT YOU ARE IN DEFAULT UNDER CONTRACT #15664 RECORDED ON January 21, 1993, BOOK 2640, PAGE 2417 BETWEEN MULTNOMAH COUNTY AND ESTATE OF TIMOTHY HENDERSON, DECEASED FOR THE PROPERTY LEGALLY DESCRIBED AS:

EXC PART IN ST, LOT 1, BLOCK 8; LOT 2, BLOCK 8, POINT VIEW, also known as (66570-2550) 8124 N FESSENDEN ST, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

This contract is in Default because:

- 1) Starting from April 13, 1993, no installments have been paid on Contract 15664. As of May 27, 1997, the amount due on the contract will be \$29,748.60. This figure includes interest and principal.
- 2) The delinquent taxes have not been paid for tax years 93/94, 94/95, & 96/97 for a total of \$5,954.33. This figure includes taxes, interest, and fees through May 27, 1997.
- 3) The delinquent City liens have not been paid, a total of \$14,188.62 is owed to the City of Portland Auditor's office. You will need to call (503) 823-4090 for payoff instructions. **PROOF OF PAYMENT MUST BE PRESENTED TO OUR OFFICE (copy of receipt showing paid).**

TOTAL OF DEFAULT IS \$49,891.55. You have 60 days to cure this default, deadline is May 27, 1997.

IN ORDER TO CURE THE DEFAULT YOU MUST PAY ALL INSTALLMENTS DUE, INCLUDING INTEREST, ALL DELINQUENT TAXES, INCLUDING INTEREST AND FEES, AND ALL COSTS INCURRED THE COUNTY RESULTING FROM THIS DEFAULT AS DESCRIBED ABOVE. PLEASE BE ADVISED THAT THE BACK INSTALLMENTS AND TAXES MUST BE PAID CURRENT TO THE DATE OF ACTUAL PAYMENT AND ARE SUBJECT TO CONTINUING ACCUMULATION OF INTEREST OR PRINCIPAL OR BOTH. PAYMENT MUST BE MADE TO TAX TITLE, IN CERTIFIED FUNDS (NO PERSONAL OR BUSINESS CHECKS WILL BE ACCEPTED). YOU CAN MAIL TO THE PO BOX OR BRING YOUR PAYMENT IN PERSON TO THE STREET ADDRESS LISTED IN THE ABOVE LETTERHEAD.

IF THE DEFAULT IS NOT CURED BEFORE May 27, 1997, THIS CONTRACT WILL BE CANCELED, AND EVERY RIGHT, OR INTEREST OF ANY PERSON IN THE PROPERTY WILL BE FOREITED FOREVER TO THE COUNTY.

SINCERELY,


STEPHEN KELLY

FORECLOSED PROPERTY COORDINATOR

Recorded in the County of Multnomah, Oregon
C. Swick, Deputy Clerk



18.00

97060488 09:22am 04/24/97

014 20008430 02 04
F97 2 5.00 10.00 3.00 0.00 0.00

CC TO INTERESTED PARTIES:

ESTATE OF TIMOTHY HENDERSON, 1117 NE 60TH AVE, PORTLAND OR 97213
CITY OF PORTLAND, 1220 SW 5TH AVE, PORTLAND OR 97204-1992
CITY OF PORTLAND, BUREAU OF BUILDINGS, PO BOX 8120, PORTLAND OR 97207-8120
SUSAN K. ANDERSEN, ATTORNEY AT LAW, 2686 SW VISTA AVE, PORTLAND OR 97201

AFTER RECORDING RETURN TO 166/300/TAX TITLE

2

STATE OF OREGON

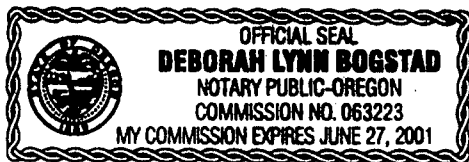
)

) ss

COUNTY OF MULTNOMAH

)

The foregoing instrument was acknowledged before me this 1st day of July, 1997, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: June 27, 2001

MEETING DATE: JUL 01 1997

AGENDA NO: C-13

ESTIMATED START TIME: 10:00

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Assumption of Vendee's Interest in Land Sale Contract No. 15786

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE

Request Approval of Assumption of Vendee's Interest in Contract No. 15786.

Agreement and Board Order attached.

7/7/97 copies to tax title

SIGNATURES REQUIRED:

ELECTED

OFFICIAL: _____

(OR)

DEPARTMENT

MANAGER: _____

K. A. Tuneberg Larry E. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

12/95

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 JUN 24 PM 12:09

In the Matter of Approval of)
Assumption of Vendee's Interest) ORDER
in Land Sale Contract No. 15786) 97-130

WHEREAS, Multnomah County and DORIS GONZALEZ, former owner, entered into a contract for the repurchase of certain tax foreclosed property (the property) described as follows:

Lot 33, Block 2, LEWIS PARK, City of Portland, County of Multnomah, State of Oregon.

and;

WHEREAS, DORIS GONZALEZ died on August 29, 1996, and;

WHEREAS, on March 26, 1997, SAMUEL GONZALEZ, the husband of the deceased, filed a small estate proceeding in Multnomah County Circuit Court, Case No. 970390550, to provide for the intestate transfer of his wife's estate, and;

WHEREAS, pursuant to the small estate transfer provisions in ORS 114.505, et seq., Mr. Gonzalez executed an AFFIDAVIT OF CLAIMING SUCCESSOR OF SMALL ESTATE OF INTESTATE ESTATE, attesting that he is the sole heir of the estate of Doris Gonzalez, and;

WHEREAS, on April 29, 1997, Mr. Gonzalez filed an AFFIANT'S DEED in the above referenced small estate proceeding, conveying his wife's estate's interest in the property to himself and recorded that deed in the Office of the Multnomah County Recorder at Volume 97, Page 063424, and;

WHEREAS, in order to allow Mr. Gonzalez to receive the deed to the property upon successful completion of the underlying contract, it is in the best interest of Multnomah County to execute the attached ASSUMPTION AGREEMENT.

IT IS HEREBY ORDERED that the Chair is directed to execute the attached ASSUMPTION AGREEMENT on behalf of the County.

DATED this 1st day of July , 1997.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

~~Beverly Stein, Chair~~

REVIEWED:
THOMAS SPONSER, COUNTY COUNSEL
MULTNOMAH COUNTY, OREGON

By Matthew O. Ryan
Matthew O. Ryan
Assistant County Counsel

**ASSUMPTION OF VENDEE'S INTEREST
IN LAND SALE CONTRACT NO. 15786**

This AGREEMENT is between SAMUEL L. GONZALEZ (ASSUMPTOR), husband and successor in interest to contract vendee, DORIS A. GONZALEZ, deceased, (VENDEE) in Contract No. 15786, and MULTNOMAH COUNTY, a political subdivision of the State of Oregon (VENDOR).

RECITALS

A. VENDEE died on August 29, 1996.

B. On March 26, 1997, ASSUMPTOR filed an AFFIDAVIT OF CLAIMING SUCCESSOR OF SMALL ESTATE OF INTESTATE ESTATE for the above described property in Case No. 970390550. On April 29, 1997, ASSUMPTOR recorded an AFFIANT'S DEED in the Office of the County Recorder at Volume 97, Page 063424.

C. ASSUMPTOR desires to assume the rights, interest, obligations, and responsibilities of VENDEE in the land sale contract between VENDEE and VENDOR dated April 6, 1995, recorded on April 13, 1995, in the Office of the County Recorder at Volume 95, Page 44055 (the Contract), regarding the following described property:

Lot 33, Block 2, LEWIS PARK, City of Portland, County of Multnomah, State of Oregon.

commonly known as 226 NE 99th Avenue, Portland, Multnomah County, Oregon.

AGREEMENT

A. **Assumption.** ASSUMPTOR hereby assumes all rights, interest, obligations and responsibilities of VENDEE in the Contract.

B. **Covenants.** ASSUMPTOR covenants as follows:

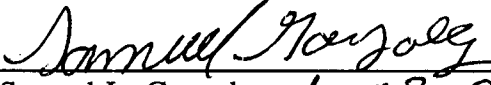
1. He is the sole heir of DORIS A. GONZALEZ.
2. He has made no prior transfers of his interest in the Property or rights in the Contract and has the right to assume the vendee's interest in the Contract.
3. He agrees to assume all rights, interest, obligations, and responsibilities of the VENDEE in the contract.

9

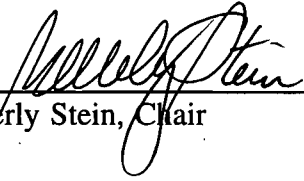
C. **Vendor's Acceptance.** VENDOR hereby accepts ASSUMPTOR'S assumption of VENDEE'S rights, interest, obligations, and responsibilities in the Contract.

D. **Consideration.** The consideration paid for this assumption is -\$0-.

ASSUMPTOR


Samuel L. Gonzalez 6-03-97-

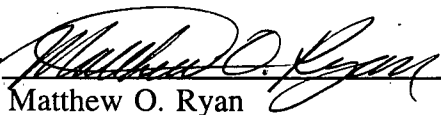
VENDOR
BOARD OF COUNTY
COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By 
Beverly Stein, Chair




REVIEWED:

THOMAS SPONSER, COUNTY COUNSEL
for Multnomah County

By 
Matthew O. Ryan
Assistant County Counsel

APPROVED:

KATHLEEN A. TUNEBERG,
Acting Director
Assessment & Taxation

By 

STATE OF OREGON

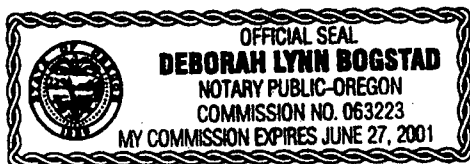
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) ss

COUNTY OF MULTNOMAH

)

The foregoing instrument was acknowledged before me this 1st day of July, 1997, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: June 27, 2001

MEETING DATE: JUL 01 1997

AGENDA NO: C-14
ESTIMATED START TIME: 10:00

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Cancellation of Defaulted Land Sales Contract

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

Request cancellation of Land Sales Contract 15793 to G & B INVESTMENTS.

Cancellation Order and Copy of Default Notice attached

7/1/97 copies to tax title

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR
DEPARTMENT MANAGER: [Signature]

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF
COUNTY COMMISSIONERS
97 JUN 25 PM 12:40
MULTNOMAH COUNTY
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Cancellation of Land Sale
Contract 15793 between Multnomah County
and G & B INVESTMENTS
upon Default of Payments and Performance
of Covenants

ORDER TO CANCEL CONTRACT
97-131

WHEREAS the contract purchaser, G & B INVESTMENTS, by contract dated July 28, 1995, agreed to purchase from Multnomah County upon terms and conditions provided therein, the following tax foreclosed property:

AS DESCRIBED IN ATTACHED EXHIBIT "A"

WHEREAS the purchaser is now in default of the terms of contract in that purchaser failed to make monthly payments of \$484.58 since June 7, 1995 for a total of \$12,114.50. WHEREAS purchaser is now in default for failure to pay delinquent taxes for tax years 96/97 for a total of \$377.47, and failed to pay delinquent City Liens in the amount of \$529.25.

WHEREAS ORS 275.220 provides that upon default, the Board may cancel the contract:

WHEREAS the County sent notice to contract purchaser and other interested parties of this cancellation consistent with ORS 93.915.

NOW, THEREFORE, it is hereby ORDERED that the subject contract be and is declared CANCELLED.

IT IS HEREBY FURTHER ORDERED that the Multnomah County Tax Collector remove the above property from taxation and cancel all unpaid taxes in accordance with the provisions of ORS 275.240.

IT IS HEREBY FURTHER ORDERED that the TAX TITLE UNIT OF THE DEPARTMENT OF ENVIRONMENTAL SERVICES mail via regular mail and a certificate of mailing be made upon such copy of the order to:

CITY OF PORTLAND, BUREAU OF BUILDINGS, 1120 SW 5TH AVE, PORTLAND OR 97204
G & B INVESTMENT, PO BOX 1681, PORTLAND OR 97207

Dated this 1st day of July, 1997.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Chair

REVIEWED:
THOMAS SPONSLER, COUNTY COUNSEL
for Multnomah County, Oregon

By Matthew O. Ryan
Matthew O. Ryan, Asst. County Counsel

EXHIBIT A

(61760-0470)

A tract of land in Block 2, of NORTHWEST MOUNT TABOR, a recorded subdivision in Multnomah County, State of Oregon, as follows:

The Northwesterly one-half of Lot 15 also that portion of Lots 16 and 17 described as follows: Beginning at the Northwest corner of said Lot 17; thence South, along the West line of said lot, 25 feet to a point; thence Easterly 100 feet more or less to the East line of said Lot 16 at a point 60 feet Southerly from the Northeast corner of said Lot 16; thence Northerly, along said East lot line, 60 feet to the Northeast corner of said Lot 16; thence Westerly, along the North lines of said Lots 16 & 17, to the point of beginning.

MULTNOMAH COUNTY TAX TITLE
PO BOX 2716, PORTLAND OR 97208
421 SW 6TH AVE, RM 300, PORTLAND OR 97204
503-248-3590

April 18, 1997

A TRUE COPY
Tax Collector, Multnomah County
By Chessa Wilk
Deputy

G & B INVESTMENTS
PO BOX 1681
PORTLAND OR 97207

FINAL NOTICE OF DEFAULT AND PENDING CANCELLATION OF CONTRACT 15793

YOU ARE HEREBY NOTIFIED THAT YOU ARE IN DEFAULT UNDER CONTRACT #15793 RECORDED ON July 28, 1995, BOOK 95, PAGE 89669 BETWEEN MULTNOMAH COUNTY AND G & B INVESTMENTS FOR THE PROPERTY LEGALLY DESCRIBED AS:

SEE ATTACHED EXHIBIT "A", a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon, also known as FORMERLY 814 NE 60TH (R-61760-0470).

This contract is in Default because:

- 1) Starting from June 7, 1995, no installments have been paid on Contract 15793. As of June 16, 1997, the amount due on the contract will be \$12,114.50. This figure includes interest and principal.
- 2) The delinquent taxes have not been paid for tax years 96/97 for a total of \$377.47. This figure includes taxes, interest, and fees through June 16, 1997.
- 3) The delinquent City liens have not been paid, a total of \$529.25 is owned to the City of Portland Auditor's office. You will need to call (503) 823-4090 for payoff instructions. **PROOF OF PAYMENT MUST BE PRESENTED TO OUR OFFICE (copy of receipt showing paid).**

TOTAL OF DEFAULT IS \$13,021.22. You have 60 to cure this default, deadline is June 16, 1997.

IN ORDER TO CURE THE DEFAULT YOU MUST PAY ALL INSTALLMENTS DUE, INCLUDING INTEREST, ALL DELINQUENT TAXES, INCLUDING INTEREST AND FEES, AND ALL COSTS INCURRED THE COUNTY RESULTING FROM THIS DEFAULT AS DESCRIBED ABOVE. PLEASE BE ADVISED THAT THE BACK INSTALLMENTS AND TAXES MUST BE PAID CURRENT TO THE DATE OF ACTUAL PAYMENT AND ARE SUBJECT TO CONTINUING ACCUMULATION OF INTEREST OR PRINCIPAL OR BOTH. PAYMENT MUST BE MADE TO TAX TITLE, IN CERTIFIED FUNDS (NO PERSONAL OR BUSINESS CHECKS WILL BE ACCEPTED). YOU CAN MAIL TO THE PO BOX OR BRING YOUR PAYMENT IN PERSON TO THE STREET ADDRESS LISTED IN THE ABOVE LETTERHEAD.

IF THE DEFAULT IS NOT CURED BEFORE June 16, 1997, (60 days) THIS CONTRACT WILL BE CANCELED, AND EVERY RIGHT, OR INTEREST OF ANY PERSON IN THE PROPERTY WILL BE FOREITED FOREVER TO THE COUNTY.

SINCERELY,


STEPHEN KELLY

FORECLOSED PROPERTY COORDINATOR

CC TO INTERESTED PARTIES:

City of Portland, Bureau of Buildings, 1120 SW 5TH Ave, Portland OR 97204

Recorded in the County of Multnomah, Oregon
C. Swick, Deputy Clerk

 23.00

97060487 09:21am 04/24/97

014 20008430 02 04
F97 3 5.00 15.00 3.00 0.00 0.00

STATE OF OREGON

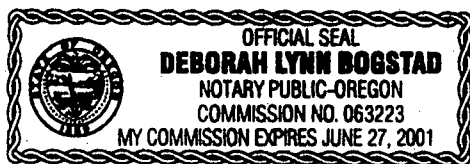
)

) ss

COUNTY OF MULTNOMAH

)

The foregoing instrument was acknowledged before me this 1st day of July, 1997, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: June 27, 2001

MEETING DATE: JUL 01 1997

AGENDA NO: C-15

ESTIMATED START TIME: 10:00

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Repurchase Deed to Former Owner

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Request approval of Repurchase Deed to former Owner, JEANETTE A. SEARLS.

Deed D971486 and Board Order attached.

7/7/97 ORIGINAL DEED & COPIES OF ALL
TO TAX TITLE

SIGNATURES REQUIRED:

ELECTED
OFFICIAL: _____

OR
DEPARTMENT
MANAGER: K. A. Tuneberg W. E. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

12/95

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 JUN 23 AM 9:50

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

In the matter of the Execution of
Deed D971486 for Repurchase of Tax
Foreclosed Property to Former Owner

JEANETTE A. SEARLS

)
) **ORDER**
) 97-132
)
)

It appearing that heretofore Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that JEANETTE A. SEARLS is the former record owner thereof, and

WHEREAS, the above former owner has applied to the County to repurchase said property for the amount of \$14,836.74, which amount is not less than that required by ORS 275.180; and it is in the best interest of the County that said property be sold to said former owner.

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

The West one-half of the South one-half of Lot 15, Block 2, according to the duly filed plat of GUINNESS BERRY FARMS, in the City of Portland, filed November 16, 1908, in Plat Book 440, Page 49, Records of the County of Multnomah and State of Oregon, EXCEPT that portion conveyed to the County of Multnomah by Deed recorded December 2, 1977, in Book 1225, Page 1158, and by Deed recorded February 9, 1978, in Book 1240, Page 1768, in the County of Multnomah and State of Oregon.

Dated at Portland, Oregon this 1st day of July, 1997.



**BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON**

By Beverly Stein
Beverly Stein, Chair

REVIEWED:

THOMAS SPONSER, COUNTY COUNSEL
Multnomah County, Oregon

By Matthew O. Ryan
Matthew O. Ryan, Asst. County Counsel

DEED D971486

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

The West one-half of the South one-half of Lot 15, Block 2, according to the duly filed plat of GUINNESS BERRY FARMS, in the City of Portland, filed November 16, 1908, in Plat Book 440, Page 49, Records of the County of Multnomah and State of Oregon, EXCEPT that portion conveyed to the County of Multnomah by Deed recorded December 2, 1977, in Book 1225, Page 1158, and by Deed recorded February 9, 1978, in Book 1240, Page 1768, in the County of Multnomah and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$14,836.74.

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 AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

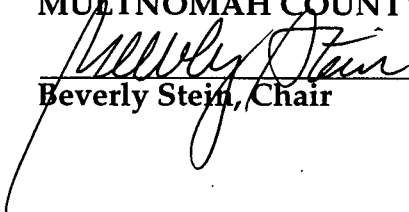
Until a change is requested, all tax statements shall be sent to the following address:

JEANETTE A. SEARLS
4936 SE 114TH AVE
PORTLAND OR 97266-3332

IN WITNESS, WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 1st day of July, 1997, by authority of an Order of said Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:

THOMAS SPONSER, COUNTY COUNSEL
for Multnomah County, Oregon

By 

Matthew O. Ryan, Asst. County Counsel

DEED APPROVED:

Kathy Tuneberg, Acting Director
Assessment & Taxation

By 


Kathleen A. Tuneberg

After recording return to 166/300/Multnomah County Tax Title

)

) SS

)

 OFFICIAL SEAL
DEBORAH LYNN BOGSTAD
NOTARY PUBLIC-OREGON
COMMISSION NO. 063223
MY COMMISSION EXPIRES JUNE 27, 2001

Deborah Lynn Boaster

My Commission expires: June 27, 2001

MEETING DATE: JUL 01 1997

AGENDA NO: C-16
ESTIMATED TIME: 10.00

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Auction purchasers.

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

Request approval of deed to BRUCE J. & SHIRLEY J. PENNEY, Auction Purchasers, (Purchasers bought property at June 13, 1997 Auction, paid in full day of auction).

Deed D971491 and Board Order attached.

7/1/97 ORIGINAL Deed & copies of
All to tax title

SIGNATURES REQUIRED:

ELECTED
OFFICIAL: _____
OR
DEPARTMENT MANAGER: Robert Ellis Lawrence Chick

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

BOARD OF
COUNTY COMMISSIONERS
97 JUN 25 AM 11:05
MULTNOMAH COUNTY
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Authorizing Execution of Deed
D971491 for Purchase of Certain
Tax Foreclosed Property by
BRUCE J. & SHIRLEY J. PENNEY

ORDER
97-133

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement offered said property at public sale as by law provided, and did receive from BRUCE J. & SHIRLEY J. PENNEY a bid for the sum of \$26,000.00, which said sum was the highest and best bid for said property; that the Sheriff did deliver to the purchasers a Certificate containing a description of the property sold, the whole purchase price, the amount paid in cash, and the balance to be paid upon delivery of a deed to said property; and

It further appearing that the said purchasers has tendered the amount due and is entitled to a deed to said property;

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

S 2.10 ACRES OF LOT 43, BAYNE SUBURBAN FARMS, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

Dated this 1st day of July, 1997

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By 
Beverly Stein, Chair



REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL
for Multnomah County, Oregon

By 
Matthew O. Ryan, Assistant County Counsel

DEED D971491

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

S 2.10 ACRES OF LOT 43, BAYNE SUBURBAN FARMS, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$26,000.00.

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

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

BRUCE J. & SHIRLEY J. PENNEY
13639 NW CORNELIUS PASS
PORTLAND OR 97231

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 1st day of July, 1997, by authority of an Order of said Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSION
MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Chair

REVIEWED:

THOMAS SPONSER, COUNTY COUNSEL
for Multnomah County, Oregon

By Matthew O. Ryan

Matthew O. Ryan, Assistant County Counsel

DEED APPROVED:

Kathleen A. Tuneberg, Acting Director
Assessment & Taxation

By Robert Ellis

After recording return to 166/300/MULTNOMAH COUNTY TAX TITLE

STATE OF OREGON

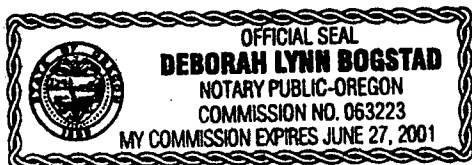
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) ss

COUNTY OF MULTNOMAH

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The foregoing instrument was acknowledged before me this 1st day of July, 1997, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: June 27, 2001

MEETING DATE: JUL 01 1997

AGENDA NO: C-17

ESTIMATED TIME: 10:00

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Auction Purchaser.

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services

DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg

TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

Request approval of deed to PHILIP R. BEBOUT, Auction Purchaser, (Purchaser bought property at June 13, 1997 Auction, paid in full day of auction).

Deed D971492 and Board Order attached.

7/1/97 ORIGINAL DEED & COPIES OF
ALL TO TAX TITLE

SIGNATURES REQUIRED:

ELECTED
OFFICIAL: _____

OR

DEPARTMENT MANAGER: Robert Fells Lou E. Chicklas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 JUN 23 AM 11:05

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Authorizing Execution of Deed
D971492 for Purchase of Certain
Tax Foreclosed Property by

PHILIP R. BEBOUT

ORDER
97-134

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement offered said property at public sale as by law provided, and did receive from PHILIP R. BEBOUT a bid for the sum of \$18,500.00, which said sum was the highest and best bid for said property; that the Sheriff did deliver to the Purchaser a Certificate containing a description of the property sold, the whole purchase price, the amount paid in cash, and the balance to be paid upon delivery of a deed to said property; and

It further appearing that the said purchaser has tendered the amount due and is entitled to a deed to said property;

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

LOT 31, BLOCK 22, MT TABOR VILLA, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

Dated this 1st day of July

, 1997



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL
for Multnomah County, Oregon

By Matthew O. Ryan
Matthew O. Ryan, Assistant County Counsel

DEED D971492

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

LOT 31, BLOCK 22, MT TABOR VILLA, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$18,500.00.

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

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

PHILIP R. BEBOUT
PO BOX 66022
PORTLAND OR 97215-6022

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 1st day of July, 1997, by authority of an Order of said Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSION
MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Chair

REVIEWED:
THOMAS SPONSLER, COUNTY COUNSEL
for Multnomah County, Oregon

By Matthew O. Ryan
Matthew O. Ryan, Assistant County Counsel

DEED APPROVED:
Kathleen A. Tuneberg, Acting Director
Assessment & Taxation

By Robert Ellis

After recording return to 166/300/MULTNOMAH COUNTY TAX TITLE

STATE OF OREGON

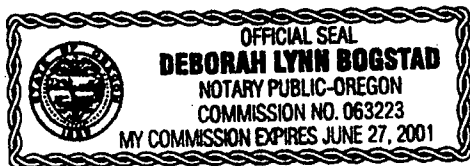
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) ss

COUNTY OF MULTNOMAH

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The foregoing instrument was acknowledged before me this 1st day of July, 1997, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: June 27, 2001

MEETING DATE: JUL 01 1997

AGENDA NO: C-18
ESTIMATED TIME: 10:00

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Auction Purchaser.

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services

DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg

TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

Request approval of deed to MARIANNE C. BROWNE, Auction Purchaser, (Purchaser bought property at June 13, 1997 Auction, paid in full day of auction).

Deed D971493 and Board Order attached.

7/7/97 ORIGINAL DEED & COPIES
OF ALL TO TAX TITLE

SIGNATURES REQUIRED:

ELECTED
OFFICIAL: _____

OR
DEPARTMENT MANAGER: Robert E. L. Nichols

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

BOARD OF
COUNTY COMMISSIONERS
97 JUN 25 AM 11:05
MULTNOMAH COUNTY
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Authorizing Execution of Deed
D971493 for Purchase of Certain
Tax Foreclosed Property by

MARIANNE C. BROWNE

ORDER
97-135

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement offered said property at public sale as by law provided, and did receive from MARIANNE C. BROWNE a bid for the sum of \$6,000.00, which said sum was the highest and best bid for said property; that the Sheriff did deliver to the Purchaser a Certificate containing a description of the property sold, the whole purchase price, the amount paid in cash, and the balance to be paid upon delivery of a deed to said property; and

It further appearing that the said purchaser has tendered the amount due and is entitled to a deed to said property;

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

LOT 18, BLOCK 4, HAZELDELL, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

Dated this 1st day of July, 1997

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Chair



REVIEWED:
THOMAS SPONSLER, COUNTY COUNSEL
for Multnomah County, Oregon

By Matthew O. Ryan
Matthew O. Ryan, Assistant County Counsel

DEED D971493

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

LOT 18, BLOCK 4, HAZELDELL, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$6,000.00.

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

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

MARIANNE C. BROWNE
8826 NE CLACKAMAS ST
PORTLAND OR 97220

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 1st day of July, 1997, by authority of an Order of said Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSION
MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Chair

REVIEWED:

THOMAS SPONSER, COUNTY COUNSEL
for Multnomah County, Oregon

By Matthew O. Ryan

Matthew O. Ryan, Assistant County Counsel

DEED APPROVED:

Kathleen A. Tuneberg, Acting Director
Assessment & Taxation

By Kathleen A. Tuneberg

After recording return to 166/300/MULTNOMAH COUNTY TAX TITLE

STATE OF OREGON

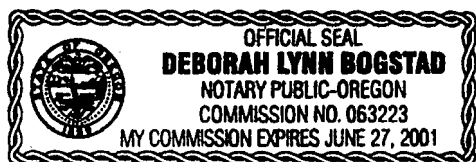
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) ss

COUNTY OF MULTNOMAH

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The foregoing instrument was acknowledged before me this 1st day of July, 1997, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: June 27, 2001

MEETING DATE: JUL 01 1997

AGENDA NO: C-19

ESTIMATED TIME: 10:00

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Auction Purchaser.

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services

DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg

TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

Request approval of deed to BRUCE CUSHMAN, Auction Purchaser, (Purchaser bought property at June 13, 1997 Auction, paid in full day of auction).

Deed D971494 and Board Order attached.

7/1/97 ORIGINAL Deed & copies of all
to tax title

SIGNATURES REQUIRED:

ELECTED
OFFICIAL:

OR
DEPARTMENT MANAGER: Robert Fells Sam E. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 JUN 25 AM 11:06

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Authorizing Execution of Deed
D971494 for Purchase of Certain
Tax Foreclosed Property by

BRUCE CUSHMAN

ORDER
97- 136

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement offered said property at public sale as by law provided, and did receive from BRUCE CUSHMAN a bid for the sum of \$21,000.00, which said sum was the highest and best bid for said property; that the Sheriff did deliver to the Purchaser a Certificate containing a description of the property sold, the whole purchase price, the amount paid in cash, and the balance to be paid upon delivery of a deed to said property; and

It further appearing that the said purchaser has tendered the amount due and is entitled to a deed to said property;

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

N OF ALLEY, LOTS 2,3&4, BLOCK 9, WHITWOOD COURT, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

Dated this 1st day of July

, 1997

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By 
Beverly Stein, Chair



REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL
for Multnomah County, Oregon

By 

Matthew O. Ryan, Assistant County Counsel

DEED D971494

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

N OF ALLEY, LOTS 2,3&4, BLOCK 9, WHITWOOD COURT, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$21,000.00.

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

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

BRUCE CUSHMAN
924 NE AINSWORTH
PORTLAND OR 97211

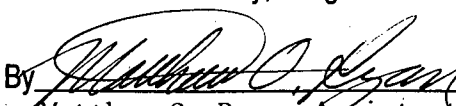
IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 1st day of July, 1997, by authority of an Order of said Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSION
MULTNOMAH COUNTY, OREGON

By 
Beverly Stein, Chair



REVIEWED:
THOMAS SPONSER, COUNTY COUNSEL
for Multnomah County, Oregon

By 
Matthew O. Ryan, Assistant County Counsel

DEED APPROVED:
Kathleen A. Tuneberg, Acting Director
Assessment & Taxation

By 

After recording return to 166/300/MULTNOMAH COUNTY TAX TITLE

STATE OF OREGON

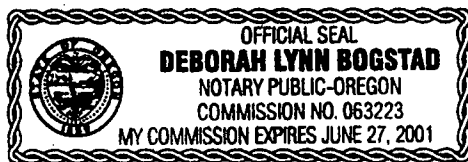
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) ss

COUNTY OF MULTNOMAH

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The foregoing instrument was acknowledged before me this 1st day of July, 1997, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: June 27, 2001

MEETING DATE: JUL 01 1997

AGENDA NO: C-20

ESTIMATED START TIME: 10:00

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Auction Purchaser.

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590
BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

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 deed to Auction Purchasers TERESITA M. DUFFY & TIMOTHY RAY, (purchasers bought property at 6/13/97 Auction, paid in full at auction).

Deed D971495 and Board Order attached.

7/7/97 ORIGINAL DEED & COPIES OF
ALL TO TAX TITLE

BOARD OF
COUNTY COMMISSIONERS
97 JUN 25 AM 11:06
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Robert F. Lelli Lois E. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Authorizing Execution of Deed
D971495 for Purchase of Certain
Tax Foreclosed Property by

TERESITA M. DUFFY
and TIMOTHY RAY

ORDER
97-137

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement offered said property at public sale as by law provided, and did receive from TERESITA M. DUFFY and TIMOTHY RAY a bid for the sum of \$13,500.00, which said sum was the highest and best bid for said property; that the Sheriff did deliver to the Purchasers a Certificate containing a description of the property sold, the whole purchase price, the amount paid in cash, and the balance to be paid upon delivery of a deed to said property; and

It further appearing that the said purchasers have tendered the amount due and are entitled to a deed to said property;

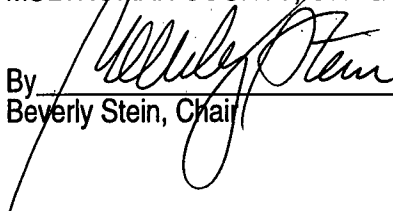
NOW, THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the purchasers the following described real property, situated in the County of Multnomah, State of Oregon:

N 25' LOT 3, BLOCK 20, LINCOLN PARK, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

Dated this 1st day of July

, 1997

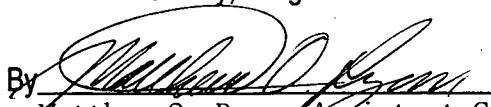
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By 
Beverly Stein, Chair



REVIEWED:

THOMAS SPONSER, COUNTY COUNSEL
Multnomah County, Oregon

By 
Matthew O. Ryan, Assistant County Counsel

DEED D971495

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to TERESITA M. DUFFY and TIMOTHY RAY, Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

N 25' LOT 3, BLOCK 20, LINCOLN PARK, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$13,500.00.

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.

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

TERESITA M. DUFFY
TIMOTHY RAY
2615 NE 20TH
PORTLAND OR 97212

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 1st day of July, 1997, by authority of an Order of said Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Chair

REVIEWED:
THOMAS SPONSER, COUNTY COUNSEL
for Multnomah County, Oregon

By Matthew O. Ryan
Matthew O. Ryan, Assistant County Counsel

DEED APPROVED:
Kathleen A. Tuneberg, Acting Director
Assessment and Taxation

By Robert Ellis

STATE OF OREGON

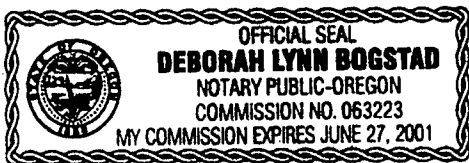
)

) ss

COUNTY OF MULTNOMAH

)

The foregoing instrument was acknowledged before me this 1st day of July, 1997, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: June 27, 2001

MEETING DATE: JUL 01 1997

AGENDA NO: C-21

ESTIMATED TIME: 10:00

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Auction Purchaser.

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services

DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg

TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

Request approval of deed to C. CHISPAN RE-DEVELOPMENT, INC, Auction Purchaser, (Purchaser bought property at June 13, 1997 Auction, paid in full day of auction).

Deed D971497 and Board Order attached.

7/1/97 ORIGINAL DEED & COPIES OF ALL TO TAX TITLE

SIGNATURES REQUIRED:

ELECTED
OFFICIAL:

OR
DEPARTMENT MANAGER: Robert Ellis Lewis & Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

BOARD OF
COUNTY COMMISSIONERS
97 JUN 25 AM 11:05
MULTNOMAH COUNTY
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Authorizing Execution of Deed
D971497 for Purchase of Certain
Tax Foreclosed Property by

C. CHISPAN RE-DEVELOPMENT, INC

ORDER
97-138

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement offered said property at public sale as by law provided, and did receive from C. CHISPAN RE-DEVELOPMENT, INC a bid for the sum of \$16,100.00, which said sum was the highest and best bid for said property; that the Sheriff did deliver to the Purchaser a Certificate containing a description of the property sold, the whole purchase price, the amount paid in cash, and the balance to be paid upon delivery of a deed to said property; and

It further appearing that the said purchaser has tendered the amount due and is entitled to a deed to said property;

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

W 1/2 OF LOT 18, BLOCK 31, CENTRAL ALBINA, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

Dated this 1st day of July

, 1997

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By

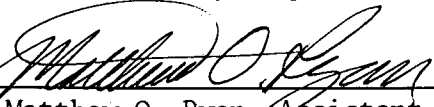

Beverly Stein, Chair



REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL
for Multnomah County, Oregon

By


Matthew O. Ryan, Assistant County Counsel

DEED D971497

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to C. CHISPAN RE-DEVELOPMENT, INC, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

W 1/2 OF LOT 18, BLOCK 31, CENTRAL ALBINA, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$16,100.00.

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

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

C. CHISPAN RE-DEVELOPMENT, INC
PO BOX 17625
PORTLAND OR 97217-0625

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 1st day of July, 1997, by authority of an Order of said Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSION
MULTNOMAH COUNTY, OREGON

By *Beverly Stein*
Beverly Stein, Chair

REVIEWED:
THOMAS SPONSLER, COUNTY COUNSEL
for Multnomah County, Oregon

By *Matthew O. Ryan*
Matthew O. Ryan, Assistant County Counsel

DEED APPROVED:
Kathleen A. Tuneberg, Acting Director
Assessment & Taxation

By *Kathleen A. Tuneberg*

After recording return to 166/300/MULTNOMAH COUNTY TAX TITLE

CERTIFICATE OF SALE - CASH

R-14680-5490

A) PRICE AND TERMS OF SALE:

This is to CERTIFY that I, Dan Noelle, Sheriff of Multnomah County, Oregon, pursuant to the provisions of ORS 275.110 and in accordance with an Order of the Board of Commissioners of said County, Board Order 97-58 dated the 3rd of April 1997, and Board Order 97-4 dated the 2nd day of January, 1997, offered at public sale the following described real property situated in the County of Multnomah, State of Oregon:

, W 1/2 OF LOT 18, BLOCK 31, CENTRAL ALBINA, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

hereinafter referred to as the "Property" which was acquired by the county through the foreclosure of liens for delinquent taxes and that the undersigned bidder at said sale offered to pay the sum of \$ 14,100 for the property, which sum was the highest and best bid received therefor, and paid in cash at the time of said offer, the sum of \$ 5000, receipt whereof is hereby acknowledged. Bidder hereby agrees to provide the County the balance of the purchase price \$ 11,100 by 3:00PM June 13, 1997.

B) THIS SALE IS SUBJECT TO THE FOLLOWING CONDITIONS:

1. Should the bidder not pay the full sale price in cash by 3:00PM on June 13, 1997, this sale shall be determined null and void and bidder shall be refunded \$ 5000, the amount deposited.
2. The right of Multnomah County to reject any and all bids up to seven (7) days from the date of the sale, which is hereby expressly reserved by the County.
3. The right of any municipal corporation to purchase the above described property within 20 days of the date of notice by the County to any such municipal corporation, as provided under ORS 275.170.
4. Upon acceptance of Bidder's offer under condition B(2), the County normally requires an additional 21 days to execute the deed to purchaser.
5. The above described property is SOLD AS IS. Multnomah County does not guarantee or warrant that this parcel is usable for any particular purpose. The County shall make no warranties or guarantees regarding the title to this property, but shall only sell and convey such interest as the County acquired by foreclosure or other means and holds at the time of sale.

C) THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Dated at Portland, Oregon this 13th day of June, 1997.

DAN NOELLE, Sheriff
of Multnomah County, Oregon

By Dan Noelle

Ck#/MO# 608815142

BIDDER'S SIGNATURE:

John Dase
(signature)

BIDDER'S NAME:

C. Chispan Re-Development, Inc.

MAILING ADDRESS:

PO Box 17625 Portland, Ore 97217-0625

HOME PHONE NUMBER:

240-7194

WORK PHONE NUMBER:

249-7020

CERTSAL2.FOR

STATE OF OREGON

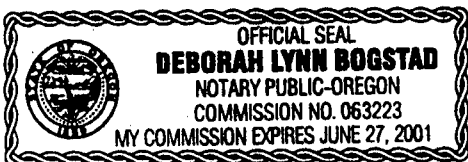
)

) ss

COUNTY OF MULTNOMAH

)

The foregoing instrument was acknowledged before me this 1st day of July, 1997, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: June 27, 2001

MEETING DATE: JUL 01 1997

AGENDA NO: C-22

ESTIMATED TIME: 10:00

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Auction Purchaser.

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services

DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg

TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

Request approval of deed to KVS LIMITED LICENSED CORPORATION, Auction Purchaser (Purchaser bought property at June 13, 1997 Auction, paid in full day of auction).

Deed D971498 and Board Order attached.

7/7/97 ORIGINAL Deed & copies of
all to tax title

SIGNATURES REQUIRED:

ELECTED
OFFICIAL: _____

OR
DEPARTMENT MANAGER: Robert Ellis Nichols

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 JUN 05 AM 11:05

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Authorizing Execution of Deed
D971498 for Purchase of Certain
Tax Foreclosed Property by

KVS LIMITED LICENSED CORPORATION

ORDER
97-139

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement offered said property at public sale as by law provided, and did receive from KVS LIMITED LICENSED CORPORATION a bid for the sum of \$11,300.00, which said sum was the highest and best bid for said property; that the Sheriff did deliver to the Purchaser a Certificate containing a description of the property sold, the whole purchase price, the amount paid in cash, and the balance to be paid upon delivery of a deed to said property; and

It further appearing that the said purchaser has tendered the amount due and is entitled to a deed to said property;

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

W OF CORNELIUS PASS RD, LOT 40 EXC PT IN SHELTERED NOOK RD SHELTERED NOOK, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

Dated this 1st day of July, 1997



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL
for Multnomah County, Oregon

By Matthew O. Ryan
Matthew O. Ryan, Assistant County Counsel

DEED D971498

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to KVS LIMITED LICENSED CORPORATION, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

W OF CORNELIUS PASS RD, LOT 40 EXC PT IN SHELTERED NOOK RD SHELTERED NOOK, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$11,300.00.

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

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

KVS LIMITED LICENSED CORPORATION
3818 FAIRHAVEN DR
WEST LINN OR 97068

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 1st day of July, 1997, by authority of an Order of said Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSION
MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL
for Multnomah County, Oregon

By Matthew O. Ryan
Matthew O. Ryan, Assistant County Counsel

DEED APPROVED:

Kathleen A. Tuneberg, Acting Director
Assessment & Taxation


By Robert Ellis

After recording return to 166/300/MULTNOMAH COUNTY TAX TITLE

)

) SS

)



OFFICIAL SEAL
DEBORAH LYNN BOGSTAD
 NOTARY PUBLIC-OREGON
 COMMISSION NO. 063223
 MY COMMISSION EXPIRES JUNE 27, 2001

Deborah Lynn Bester

Notary Public for Oregon

My Commission expires: June 27, 2001

MEETING DATE: JUL 01 1997

AGENDA NO: C-23

ESTIMATED TIME: 10:00

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Auction Purchaser.

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

Request approval of deed to SHIRLEY J. SCHERZ, Auction Purchaser, (Purchaser bought property at June 13, 1997 Auction, paid in full day of auction).

Deed D971499 and Board Order attached.

7/7/97 original Deed & copies of all
to tax title

SIGNATURES REQUIRED:

ELECTED
OFFICIAL: _____
OR
DEPARTMENT MANAGER: Robert Keller

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 JUN 25 AM 11:05

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Authorizing Execution of Deed
D971499 for Purchase of Certain
Tax Foreclosed Property by

SHIRLEY J. SCHERZ

ORDER
97- 140

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement offered said property at public sale as by law provided, and did receive from SHIRLEY J. SCHERZ a bid for the sum of \$46,000.00, which said sum was the highest and best bid for said property; that the Sheriff did deliver to the Purchaser a Certificate containing a description of the property sold, the whole purchase price, the amount paid in cash, and the balance to be paid upon delivery of a deed to said property; and

It further appearing that the said purchaser has tendered the amount due and is entitled to a deed to said property;

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

N 178' OF W 67.3' OF LOT 10, BLOCK 8, EXC PT IN ST, EXC N 105' OF W 51.3'; DAGMAR ACRES, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

Dated this 1st day of July

, 1997

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Chair



REVIEWED:
THOMAS SPONSLER, COUNTY COUNSEL
for Multnomah County, Oregon

By Matthew O. Ryan
Matthew O. Ryan, Assistant County Counsel

DEED D971499

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

N 178' OF W 67.3' OF LOT 10, BLOCK 8 EXC PT IN ST, EXC N 105' OF W 51.3'; DAGMAR ACRES, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$46,000.00.

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

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

SHIRLEY J. SCHERZ
13120 SE SHERMAN ST
PORTLAND OR 97233-1460

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 1st day of July, 1997, by authority of an Order of said Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSION
MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL
for Multnomah County, Oregon

By Matthew O. Ryan

Matthew O. Ryan, Assistant County Counsel

DEED APPROVED:

Kathleen A. Tuneberg, Acting Director
Assessment & Taxation

By Kathleen A. Tuneberg

After recording return to 166/300/MULTNOMAH COUNTY TAX TITLE

4
STATE OF OREGON

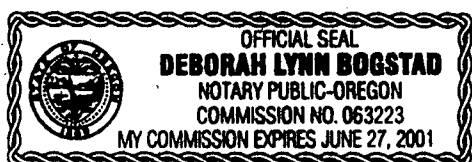
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) ss

COUNTY OF MULTNOMAH

)

The foregoing instrument was acknowledged before me this 1st day of July, 1997, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: June 27, 2001

MEETING DATE: JUL 01 1997

AGENDA NO: C-24

ESTIMATED START TIME: 10:00

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Auction Purchaser.

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent _____

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590
BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

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

Request approval of deed to Auction Purchasers KING T. HA & WAYNE K. HA, (purchasers bought property at 6/13/97 Auction, paid in full at auction).

Deed D971500 and Board Order attached.

7/7/97 Original Deed & copies of all to tax title

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR
DEPARTMENT MANAGER: *Robert Ellis*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 JUN 25 AM 11:06

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Authorizing Execution of Deed
D971500 for Purchase of Certain
Tax Foreclosed Property by

KING T. HA
and WAYNE K. HA

ORDER
97-141

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement offered said property at public sale as by law provided, and did receive from KING T. HA and WAYNE K. HA a bid for the sum of \$10,100.00, which said sum was the highest and best bid for said property; that the Sheriff did deliver to the Purchasers a Certificate containing a description of the property sold, the whole purchase price, the amount paid in cash, and the balance to be paid upon delivery of a deed to said property; and

It further appearing that the said purchasers have tendered the amount due and are entitled to a deed to said property;

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

E 59' OF LOT 16, BLOCK 23, LINCOLN PARK ANNEX, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.


Dated this 1st day of July, 1997

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By 
Beverly Stein, Chair



REVIEWED:
THOMAS SPONSER, COUNTY COUNSEL
Multnomah County, Oregon

By 
Matthew O. Ryan, Assistant County Counsel

DEED D971500

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to KING T. HA and WAYNE K. HA, Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

E 59' OF LOT 16, BLOCK 23, LINCOLN PARK ANNEX, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$10,100.00.

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.

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

KING T. HA
WAYNE K. HA
5205 SE 33RD
PORTLAND OR 97202

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 1st day of July, 1997, by authority of an Order of said Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Chair

REVIEWED:

THOMAS SPONSER, COUNTY COUNSEL
for Multnomah County, Oregon

By Matthew O. Ryan
Matthew O. Ryan, Assistant County Counsel

DEED APPROVED:

Kathleen A. Tuneberg, Acting Director
Assessment and Taxation

By Kathleen A. Tuneberg

STATE OF OREGON

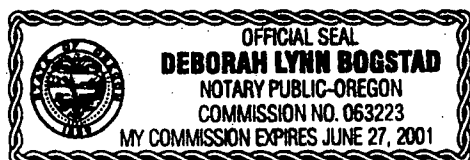
)

) ss

COUNTY OF MULTNOMAH

)

The foregoing instrument was acknowledged before me this 1st day of July, 1997, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: June 27, 2001

MEETING DATE: JUL 01 1997

AGENDA NO: C-25

ESTIMATED START TIME: 10:00

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

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

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Request approval of deed to contract purchaser, WILLIAM WERNER, for completion of Contract #15661 (Property purchased at auction).

Deed D971501 and Board Order attached.

7/7/97 ORIGINAL Deed & copies of all to tax title

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT MANAGER: Robert Ellis Ernest L. Lichstein

BOARD OF
COUNTY COMMISSIONERS
97 JUN 25 AM 10:05
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of
Deed D971501 Upon Complete Performance of
a Contract to

WILLIAM WERNER

ORDER
97-142

It appearing that heretofore, on April 2, 1992, Multnomah County entered into a contract with WILLIAM WERNER for the sale of the real property hereinafter described; and

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

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

LOT 9, BLOCK 16, GREEN HILLS, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

Dated at Portland, Oregon this 1st day of July, 1997.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

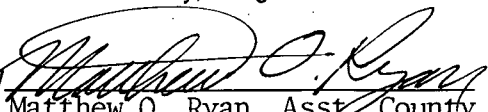
By 
Beverly Stein, Chair



REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL
Multnomah County, Oregon

By


Matthew O. Ryan, Asst. County Counsel

DEED D971501

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

LOT 9, BLOCK 16, GREEN HILLS, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$28,100.00.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

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

WILLIAM WERNER
1077 DYER
LAKE OSWEGO, OR 97034

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 1st day of July, 1997, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Chair

REVIEWED:
THOMAS SPONSLER, COUNTY COUNSEL
Multnomah County, Oregon

By Matthew O. Ryan
Matthew O. Ryan, Asst. County Counsel

DEED APPROVED:
Kathy Tuneberg, Acting Director
Assessment & Taxation

By Robert Belli

After recording, return to Multnomah County Tax Title/166/300

STATE OF OREGON

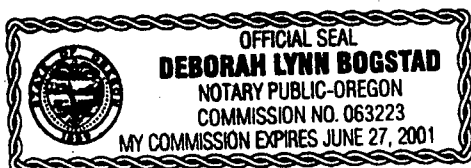
)

) ss

COUNTY OF MULTNOMAH

)

The foregoing instrument was acknowledged before me this 1st day of July, 1997, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: June 27, 2001

MEETING DATE: JUL 01 1997

AGENDA NO: C-26
ESTIMATED START TIME: 10:00

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

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

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Request approval of deed to contract purchaser, JANET POWELL, for completion of Contract #15572 (Property repurchased by former owner).

Deed D971502 and Board Order attached.

7/7/97 original Deed & copies
of all to TAX TIME

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT MANAGER: Robert Ellis Louie E. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES
Any Questions: Call the Board Clerk 248-3277

BOARD OF
COUNTY COMMISSIONERS
97 JUN 25 AM 11:08
MULTNOMAH COUNTY
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of
Deed D971502 Upon Complete Performance of
a Contract to

JANET POWELL

ORDER
97-143

It appearing that heretofore, on January 25, 1991, Multnomah County entered into a contract with JANET POWELL for the sale of the real property hereinafter described; and

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

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

LOTS 21 & 22, BLOCK 6, BERKELEY, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

Dated at Portland, Oregon this 1st day of July, 1997.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Chair



REVIEWED:
THOMAS SPONSLER, COUNTY COUNSEL
Multnomah County, Oregon

By Matthew O. Ryan
Matthew O. Ryan, Asst. County Counsel

DEED D971502

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

LOTS 21 & 22, BLOCK 6, BERKELEY, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$11,091.69.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

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

JANET POWELL
4005 SE RURAL ST
PORTLAND, OR 97202

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 1st day of July, 1997, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL
Multnomah County, Oregon

By Matthew O. Ryan

Matthew O. Ryan, Asst. County Counsel

DEED APPROVED:

Kathy Tuneberg, Acting Director
Assessment & Taxation

By Robert J. Ellis

After recording, return to Multnomah County Tax Title/166/300

STATE OF OREGON

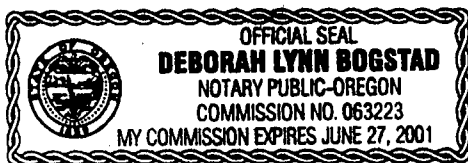
)

) ss

COUNTY OF MULTNOMAH

)

The foregoing instrument was acknowledged before me this 1st day of July, 1997, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: June 27, 2001

MEETING DATE: JUL 01 1997

AGENDA NO.: C-27

ESTIMATED START TIME: 10:00

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement with Oregon Health Sciences University

BOARD BRIEFING Date Requested: _____

Requested By: _____

Amount of Time Needed: _____

REGULAR MEETING Date Requested: _____

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health DIVISION: _____

CONTACT: Karen Garber TELEPHONE #: 248-3056, x26207

BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Gary Oxman / Bill Collins

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Intergovernmental Agreement 200018 with Oregon Health Sciences University for the provision of on-line medical direction, trauma communications coordination, and central data collection for emergency medical services in Multnomah County.

7/1/97 ORIGINALS to Karen Garber

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

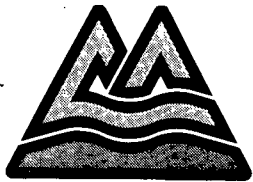
Or

DEPARTMENT MANAGER: Bill Odegard

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

BOARD OF
COUNTY COMMISSIONERS
97 JUN 26 AM 11:59
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON



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

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

MEMORANDUM

Date: June 24, 1997
To: Board of County Commissioners
From: Bill Odgaard, Director, Health Department
Subject: Contract #200018 with Oregon Health Sciences University for emergency medical services

- I. Recommendation/Action Requested: The Health Department recommends Board ratification of Contract #200018 with Oregon Health Sciences University for the period July 1, 1997, through June 30, 2000. It is retroactive due to delays by OHSU in signing and returning the contract documents.
- II. Background/Analysis: This emergency medical services agreement has been renewed annually since 1987. OHSU will continue to provide on-line medical direction, trauma communications coordination, in-service training for emergency medical technicians, and central data collection for medical direction and trauma communications coordination activities. Multnomah County Code and Emergency Medical Services rules require a single point for medical direction, data collection and research. OHSU has provided selected services in support of the County in these areas and can continue to do so.

To reduce administrative processing, this agreement is being renewed for a three-year term. In the event that circumstances change and the agreement is no longer desirable, either party may terminate the agreement upon 60 days notice.
- III. Financial Impact: The County will pay OHSU \$75,000 per year. This compensation rate is guaranteed through June 30, 1998. With prior written notice to the County, OHSU may adjust its rates for each year thereafter. All expenditures will be recovered from the franchise fees paid by American Medical Response Northwest, the County's ambulance provider.
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: Continuing to collaborate with other governmental agencies in the provision of health care.
- VII. Citizen Participation: None
- VIII. Other Government Participation: None

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☒ [X]

Contract # 200018

Previously Approved Contract Boilerplate: ☒ [X] Attached ☐ [] Not Attached

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> [] Professional Services under \$25,000</p> <p><input type="checkbox"/> [] Intergovernmental Agreement under \$25,000</p> <p><input type="checkbox"/> [] Expenditure</p> <p><input type="checkbox"/> [] Revenue</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> [] Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> [] PCRB Contract</p> <p><input type="checkbox"/> [] Maintenance Agreement</p> <p><input type="checkbox"/> [] Licensing Agreement</p> <p><input type="checkbox"/> [] Construction</p> <p><input type="checkbox"/> [] Grant</p> <p><input type="checkbox"/> [] Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> [X] Intergovernmental Agreement over \$25,000</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-27</u> DATE <u>7/1/97</u></p> <p style="text-align: center;">DEB BOGSTAD BOARD CLERK</p>
---	--	--

Department: Health Division: _____ Date: 6/2/97

Contract Originator: Bill Collins Phone: x22216 Bldg/Room: 160/10

Administrative Contact: Karen Garber Phone: x26207 Bldg/Room: 160/7

Description of Contract:

On-line medical direction, trauma communications coordination and data collection for emergency medical services in Multnomah County.

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____

ORS/AR # _____ Contractor is ☐ [] MBE ☐ [] WBE ☐ [] QRF ☒ [X] N/A ☐ [] None

Original Contract No. 102068* Then 101079, 101080, 100061, 102272, 200763, 200514, 200125, 200116, 200057

<p>Contractor: <u>Oregon Health Sciences University</u></p> <p>Address: <u>MRH Ambulance/Emergency Services - MBS</u></p> <p><u>3181 SW Sam Jackson Park Road</u></p> <p><u>Portland, OR 97201</u></p> <p>Phone: _____</p> <p>Employer ID# or SS#: <u>93-1176109</u></p> <p>Effective Date: <u>July 1, 1997</u></p> <p>Termination Date: <u>June 30, 2000</u></p> <p>Original Contract Amount: <u>\$ 75,000 annually</u></p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ _____</p>	<p>Bill Brown, Contract Manager, 494-4768</p> <p>Sharon Mills, Fiscal Services, 494-8145</p> <p>Remittance Address (if different) _____</p> <p><u>University Hospital Fiscal Services FS</u></p> <p>Attn: <u>Sharon Mills</u></p> <p>Payment Schedule _____ Terms _____</p> <p><input type="checkbox"/> [] Lump Sum \$ _____ <input type="checkbox"/> [] Due on Receipt</p> <p><input type="checkbox"/> [] Monthly \$ _____ <input type="checkbox"/> [] Net 30</p> <p><input checked="" type="checkbox"/> [X] Other \$ <u>Quarterly</u> <input type="checkbox"/> [] Other</p> <p><input type="checkbox"/> [] Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> [] Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> [] No <input type="checkbox"/> []</p>
--	---

REQUIRED SIGNATURES:

Department Manager: Belle Odegaard Date: 6/25/97

Purchasing Director: _____ Date: _____

(Class II Contracts Only)

County Counsel: Natie Gens Date: 6/26/97

County Chair/Sheriff: Helene Sten Date: July 1, 1997

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCIP	AMOUNT	INC DEC
01	100	015	0240			6110		0399	EMS Med Direction		
02											
03											

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

DISTRIBUTION: Contract Administration, Finance, HD Contracts Unit, HD Payables/Receivables, HD Program Manager

INTERGOVERNMENTAL AGREEMENT FOR EMERGENCY MEDICAL SERVICES

THIS INTERGOVERNMENTAL AGREEMENT is between MULTNOMAH COUNTY, acting by and through its Health Department, hereafter "COUNTY," and OREGON HEALTH SCIENCES UNIVERSITY, a public corporation, hereafter "OHSU."

WITNESSETH:

WHEREAS, Multnomah County Code (MCC) and Emergency Medical Services (EMS) rules require a single point for medical direction, data collection and research; and

WHEREAS, OHSU is able and prepared to provide these services for COUNTY, under those terms and conditions set forth; now therefore,

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

1. TERM

This Agreement shall become effective July 1, 1997, and shall expire June 30, 2000, unless sooner terminated under the provisions hereof.

2. SERVICES

A. On-Line Medical Direction

OHSU shall furnish on-line medical direction and comply with the following performance indicators:

- 1) Calls requesting on-line medical direction shall be answered by the appropriate physician within fifty-five (55) seconds at least ninety percent (90%) of the time.
- 2) OHSU shall provide a process to assure that staff physicians are knowledgeable of the protocols. This process may include but not be limited to educational sessions, tests, and in-service training for protocol updates. The process must be approved by COUNTY.
- 3) OHSU shall develop a process for adoption of Standard Operating Procedures (SOP's) which govern on-line medical direction. COUNTY must review operating procedures prior to their implementation. OHSU shall adhere to the SOP's at all times. Failure to provide the SOP's for COUNTY review is a breach of contract.
- 4) OHSU shall provide a plan, which must be approved by COUNTY, which details a problem-solving process for any complaint or issue presented to OHSU's Medical Resource Hospital (MRH) medical director or communications coordinator. This plan shall assure a complaint resolution which must be furnished to COUNTY no more than thirty (30) days from date of complaint filing.

- 5) OHSU shall implement a quality assurance/quality improvement process which reviews standards, operations, and performance, identifying problems and their solutions. This process will allow for input from COUNTY, and will report summary data and findings to the Medical Advisory Board Quality Assurance Subcommittee on a quarterly basis.
- 6) OHSU shall participate in COUNTY's quality assurance process by providing a staff member, when requested, and by providing medical resource hospital data and information on a timely basis as requested by the Quality Assurance Subcommittee.
- 7) OHSU's MRH medical director shall meet with COUNTY's EMS Medical Director regularly to discuss on-line medical control issues and exchange information.

B. Trauma Communications Coordination

OHSU shall provide trauma communications coordination and comply with the following performance indicators. The trauma communications coordination function is being provided at the request of the Area Trauma Advisory Board (ATAB).

- 1) Trauma communication coordination requests shall be answered within ten (10) seconds ninety percent (90%) of the time.
- 2) OHSU shall develop a process for adoption of Standard Operating Procedures (SOP's) which govern trauma communications coordination. COUNTY and ATAB must review the SOP's prior to implementation. OHSU shall adhere to the SOP's at all times.
- 3) OHSU shall provide a plan which details a problem-solving process for any complaint. This plan shall assure a complaint resolution which will be furnished to COUNTY no more than thirty (30) days from date of complaint filing.

C. Inservice Training

OHSU shall assist in the provision of in-service training to emergency medical technicians in Multnomah County and comply with the following performance indicators:

- 1) OHSU shall participate in four (4) in-service trainings each year.
- 2) The coordination of these trainings shall be carried out through a joint arrangement between OHSU, COUNTY, and other hospitals in Multnomah County.
- 3) OHSU shall provide cases and case summaries for case review. One MRH physician shall be in attendance to provide the case review.

D. Central Data Collection

OHSU shall be responsible for central data collection for on-line medical direction and trauma communication coordination activities. OHSU shall comply with the following performance indicators:

- 1) OHSU shall collect this data from emergency medical technicians when they contact OHSU for on-line medical direction or trauma communications coordination functions.
- 2) The specific data points to be collected are referenced in Exhibit A.
- 3) OHSU shall provide raw data points to COUNTY for monthly periods.
- 4) The data points described in Exhibit A may be modified by mutual consent of COUNTY and OHSU.
- 5) OHSU shall provide a trauma communications center monthly report which complies with the format in Exhibit B.
- 6) Voice tapes shall be retained for a period of not less than six months.
- 7) OHSU shall also provide COUNTY with proof of accreditation by the Joint Commission on Accreditation of Health Care Organizations and proof that it meets or exceeds all requirements of MCC 6.31.060 (A-6) and rules adopted pursuant thereto.

3. COMPENSATION

A. COUNTY agrees to pay OHSU for the performance of those services provided hereunder, which payment shall be subject to the following terms:

- 1) COUNTY shall provide and maintain, at its own expense, two (2) 800-MHz radios for use by OHSU.
- 2) COUNTY shall pay OHSU \$75,000 per year. This compensation rate is guaranteed through June 30, 1998. OHSU shall retain the right, upon sixty (60) days prior written notice to COUNTY, to adjust the compensation for each year thereafter. If the parties cannot mutually agree on a new compensation schedule, the Agreement may be terminated under the provisions hereof.
- 3) COUNTY shall reimburse OHSU quarterly upon receipt of a billing invoice. Invoices shall be sent to:

EMS Administrator
Multnomah County Health Department
426 SW Stark Street, 10th Floor
Portland, OR 97204.

- 4) OHSU shall submit invoices to COUNTY within 180 days of the date of service. COUNTY shall not be responsible for payment of invoices submitted more than 180 days after the date of service.

B. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Agreement through the fiscal year ending June 30, 1998. In the event that funds cease to be available to COUNTY in the amounts anticipated, or in the event that sufficient funds are not approved and authorized in succeeding fiscal years, either COUNTY or OHSU may terminate the Agreement or the parties by mutual agreement may reduce Agreement funding accordingly. COUNTY will notify OHSU as soon as it receives notification from funding source. Reduction or termination will not affect payment for accountable expenses prior to the effective date of such action.

4. EXCLUSIVE AGREEMENT

OHSU agrees to provide the services specified in this Agreement only to those entities approved by COUNTY.

**INTERGOVERNMENTAL AGREEMENT
STANDARD CONDITIONS**

1. INDEPENDENT CONTRACTOR STATUS

OHSU is an independent contractor and is solely responsible for the conduct of its programs. OHSU, its employees and agents shall not be deemed employees or agents of COUNTY.

2. INDEMNIFICATION

- A. OHSU shall defend, hold and save harmless COUNTY, its officers, agents, and employees from damages arising out of the tortious acts of OHSU, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.
- B. COUNTY shall defend, hold and save harmless OHSU, its officers, agents, and employees from damages arising out of the tortious acts of COUNTY, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.

3. WORKERS' COMPENSATION INSURANCE

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

4. TAXPAYER IDENTIFICATION NUMBER

OHSU shall furnish to COUNTY its federal employer identification number, as designated by the Internal Revenue Service.

5. SUBCONTRACTS AND ASSIGNMENT

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

6. RECORD CONFIDENTIALITY

COUNTY and OHSU agree to keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality.

7. ACCESS TO RECORDS

OHSU agrees to permit authorized representatives of COUNTY, and/or the applicable federal or state government audit agency, to make such review of the records of OHSU as COUNTY or auditor may deem necessary to satisfy audit and/or program evaluation purposes. OHSU shall permit authorized representatives of COUNTY's Health Department to site-visit all programs covered by this Agreement. Agreement costs disallowed as the result of such audits, review or site visits will be the sole responsibility of OHSU. If an Agreement cost is disallowed after reimbursement has occurred, OHSU will make prompt repayment of such cost.

8. ADHERENCE TO LAW

- A. OHSU shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations and policies concerning workers' compensation, and minimum and prevailing wage requirements.
- B. OHSU shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges or employment, nor shall any person be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age or handicap. In that regard, OHSU must comply with all applicable provisions of Executive Order Number 11246 as amended by Executive Order Number 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R. 84.4 and the Americans with Disabilities Act of 1990, Public Law Number 101-336 and all enacting regulations of the EEOC and Department of Justice. OHSU will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provision of ORS Chapter 659.

9. MODIFICATION

- A. In the event that COUNTY's Agreement obligation is amended by a federal- or state-initiated change, COUNTY shall amend this Agreement through written notification of changes sent to OHSU by mail. OHSU shall return to COUNTY within twenty (20) working days a signed acknowledgment of receipt of COUNTY's notification document.
- B. Any other amendments to the provisions of this Agreement, whether initiated by COUNTY or OHSU, shall be reduced to writing and signed by both parties.

10. WAIVER OF DEFAULT

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

11. EARLY TERMINATION

- A. Violation of any of the rules, procedures, attachments, or conditions of this Agreement may, at the option of either party, be cause for termination of the Agreement and, unless and until corrected, of funding support by COUNTY and services by OHSU, or be cause for placing conditions on said funding and/or service, which may include withholding of funds. Waiver by either party of any violation of this Agreement shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this Agreement.
- B. This Agreement may be terminated by either party by sixty (60) days prior written notice to the other party, delivered by certified mail or in person.
- C. COUNTY may terminate this Agreement immediately, effective upon delivery of written notice to OHSU by certified mail or in person, under any of the following conditions:
 - 1) Upon denial, revocation, suspension or non-renewal of any license or certificate required by law or regulation to be held by OHSU to provide a service under this Agreement.
 - 2) If OHSU fails to begin services on the date specified in this Agreement, or if OHSU fails to continue to provide service for the entire Agreement period.
 - 3) If COUNTY has evidence that OHSU has endangered or is endangering the health and safety of clients/residents, staff, or the public.

- D. If the Agreement is terminated under this paragraph, COUNTY shall pay OHSU only for services provided in accordance with the Agreement through the day of termination.
- E. Termination under any provision of this paragraph shall not affect any right, obligation or liability of OHSU or COUNTY which accrued prior to such termination.

12. NOTICE OF LITIGATION

Each party shall give the other immediate notice in writing of any action or suit filed or any claim made against that party which may result in litigation in any way related to this Agreement.

13. OREGON LAW AND FORUM

This Agreement shall be construed and governed according to the laws of the State of Oregon.

14. INTEGRATION

This Agreement contains the entire Agreement between the parties pertaining to its subject matter and supersedes all prior written or oral discussions or agreements.

15. CERTIFICATION REGARDING LOBBYING

- A. OHSU certifies, to the best of OHSU's knowledge and belief, that no federally appropriated funds have been paid or will be paid, by or on behalf of OHSU, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, OHSU shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

16. OMB CIRCULAR A-128

If OHSU is a sub-recipient of federal funds passed through the COUNTY, OHSU shall submit to COUNTY an annual federal compliance audit in conformity with OMB Circular A-128 and the federal Single Audit Act of 1984.

IN WITNESS WHEREOF, the parties have caused this Agreement, including the Standard Conditions and any attachments incorporated herein, to be executed by their duly authorized officers.

OREGON HEALTH SCIENCES
UNIVERSITY

By William B. Brown
William B. Brown
Contracts Manager, OHSU Hospital

Date 6/23/97
93-1176109
Federal Tax ID Number

MULTNOMAH COUNTY

By Beverly Stein
Beverly Stein, Multnomah County Chair
Date July 1, 1997

By Billi Odegaard
Billi Odegaard, Health Department Director
Date 6/25/97

By Bill Collins
Bill Collins, EMS Administrator
Date 6-24-97

REVIEWED:
Multnomah County Counsel

By Katie Gantz
Date 6/26/97

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-27 DATE 7/1/97
DEB BOGSTAD
BOARD CLERK

Meeting Date: JUL 01 1997
Agenda No: R-2

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

AGENDA PLACEMENT FORM

Subject: Intergovernmental Agreement #400217 with City of Portland regarding the East Portland Community Center.

BOARD BRIEFING Date Requested:
Amount of time:

REGULAR MEETING Date Requested: June 26, 1997
Amount of time: 5 minutes

DEPARTMENT: Aging Services DIVISION: NA

CONTACT: Caroline Sullivan/Kathy Gillette TELEPHONE: 248-3620

BLDG/RM #: 161/3rd floor

PERSON(S) MAKING PRESENTATION: Jim McConnell/Kathy Gillette

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE

Approval of Intergovernmental Agreement #400217 with City of Portland for long-term occupancy of the East Portland Community Center through the year 2017.

7/1/97 originals to Caroline Sullivan

BOARD OF
COUNTY COMMISSIONERS
97 JUN 23 AM 10:51
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: James McConnell

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277



MULTNOMAH COUNTY OREGON

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

MEMORANDUM

TO: Beverly Stein, Board Chair
FROM: Jim McConnell, Director *June 6*
DATE: May 8, 1997
SUBJECT: Intergovernmental Agreement #400217 with City of Portland/East Portland Community Center

I. Recommendation: The Aging Services Department recommends Board of County Commissioner approval of the intergovernmental agreement with City of Portland for the period July 1, 1997 through June 30, 2017.

II. Analysis/Background: The City of Portland through its Bureau of Parks and Recreation is building the East Portland Community Center, a multi-generational facility to be operated for use of the general public. The center program will include a meal program and other activities for senior adults. The Aging Services Department desires to open a satellite office at this facility. The purpose is to promote use of the Center by senior adults and to offer easy access for seniors and their families to the broad array of services available in this Mid-County area.

This Agreement sets forth provisions to secure long-term occupancy by the Aging Services Department at the Center. The County agrees to reimburse the City for the cost of professional architectural services to design the County's space within the center and to provide a lump sum payment for a share of the cost of project design, engineering, construction and construction management. The County will have occupancy of its space for a term of 20 years, paying for operating and maintenance expenses, but no rent.

III. Fiscal Impact: Funds are budgeted and available in the amount of \$66,350 for this agreement from federal Older Americans Act funds, Title III-B.

IV. Legal Issues: NA

V. Controversial Issues: City and County staff and management have held extensive negotiation to resolve issues of this agreement.

VI. Link to Current County Policies: Supports the Aging Services Department value of a single-entry service system.

VII. Citizen Participation: The City Bureau of Parks and Recreation worked with a citizens advisory committee which included seniors throughout over 2 years of planning and development. Contributions to this planning process were also made by an advisory group which had been convened several years ago by Aging Services to study needs and desired features for a senior facility in this area.

VIII. Other Government Participation: Primary funding for this facility comes from a general obligation bond measure passed by City voters in November 1994. The City Bureau of Parks and Recreation has taken the lead in planning and implementing this project.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 400217

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<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	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-2</u> DATE <u>7/1/97</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department Aging Services Division _____ Date June 17, 1997
 Contract Originator Caroline Sullivan/Leslie Houston Phone 248-3620 Bldg/Room 161/3rd floor
 Administrative Contact Caroline Sullivan/Kathy Gillett Phone 248-3620 Bldg/Room 161/3rd floor
 Description of Contract Provides for ASD planning and occupancy of East Portland Community Center facility.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____
 ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name City of Portland-Bureau of Parks and Recreation

Mailing Address 1120 SW 5th
Portland OR 97204

Phone 823-2223

Employer ID# or SS# _____

Effective Date Upon executionTermination Date June 30, 2017Original Contract Amount \$ 66,350

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 66,350

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 \$ _____Encumber: Yes ☐ No ☐Date June 17, 1997

Date _____

Date 6/23/97Date July 1, 1997

Date _____

REQUIRED SIGNATURES:Department Manager James M. ConnellPurchasing Director _____
(Class II Contracts Only)County Counsel Katie LutzCounty Chair / Sheriff Melby SteinContract Administration _____
(Class I, Class II Contracts Only)

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	011	1715		CEYY	6060		1723	E Port Com Ctr	66,350	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION CANARY - INITIATION PINK - FINANCE

INTERGOVERNMENTAL AGREEMENT

BETWEEN

CITY OF PORTLAND AND MULTNOMAH COUNTY

This Agreement is entered into by and between Multnomah County, Oregon, a home rule political subdivision of the State of Oregon (County) and the City of Portland, Oregon, a municipal corporation of the State of Oregon (City).

RECITALS

WHEREAS, City, through its Bureau of Parks and Recreation, is building the East Portland Community Center (Center), a multi-generational community center, at SE 106th Avenue between SE Stark Street and SE Cherry Blossom Drive, with proceeds from a general obligation bond measure passed by the City's voters in November 1994 and will own and operate the Center for the use of the general public; and

WHEREAS, City has developed architectural plans and building specifications for the Center in accordance with the recommendations of a Citizens Advisory Committee appointed to advise City; and

WHEREAS, County, through its Aging Services Department, wishes to locate an office of Aging Services within the new Center in order to provide easy access for seniors and their families needing access to a broad range of services and to promote use of the Center by its clients; and

WHEREAS, City wishes to accommodate County in its desire to have a long-term occupancy in a portion of the Center; and

WHEREAS, County finds it appropriate for County to contribute to City's architectural and construction costs for the construction of the East Portland Aging Services Office within the Center,

NOW THEREFORE, the parties agree as follows:

I. City's responsibilities:

1. City shall design and construct the following improvements to the Center (Improvements):

a. A separate enclosed office with an adjacent interview room, as more particularly described on the plan attached hereto and incorporated herein as Exhibit A, consisting of 490 Square Feet, more or less.

b. Finishes within the space shall be selected by the County but must be approved by the City. Finishes will be of a type that is compatible with the remainder of the space within the Center.

c. City shall provide to County exclusive use of the space and improvements described in Section I-1.a. hereinabove upon the terms and conditions stated in this Intergovernmental Agreement.

2. The City is not obligated to provide equipment or furnishings for the County's space nor is the City obligated to provide anything beyond routine office telecommunications connections. City and County agree to consult and cooperate in the installation of their respective telecommunication systems within the Center in order that communications between the respective systems may be made as simple and direct as reasonably possible, without causing unreasonable detriment to other aspects of either system.

3. City shall engage its architect to design the Improvements to the satisfaction of County and City and shall authorize its contractor to build the Improvements according to the best and standard practices of the building trades industry.

4. City shall obtain and comply with all necessary construction permits.

5. City shall submit preliminary plans of the Improvements and any subsequent modifications thereof to County for timely review and approval.

6. City shall administer all construction contracts and monitor construction to assure that the Improvements are constructed in accordance with the approved plans.

7. If City requires County to vacate its space within the Center before the end of the term in this agreement, City shall give County no less than 180 days written notice prior to the vacation date. If City requires County to vacate its space within the Center before the end of the term in this agreement, City shall pay County the undepreciated value, computed on a straight-line basis, of County's initial capital investment in the Center.

8. The City shall operate the Center in a professional and first-class manner and shall be responsible for securing and scheduling timely cleaning, systems maintenance, repairs and other operating and maintenance matters.

II. County Responsibilities:

1. County shall pay \$10,000 to City, within thirty (30) days following County's execution of this agreement, for reimbursement of the City's cost of professional architectural services to design the County's space within the Center.

2. County shall pay \$56,350 to City for the cost of engineering, construction and construction administration (the initial capital investment) for the Improvements within thirty (30) days following City's notice of completion of the Center and Improvements or the date

which County occupies the Center, whichever is earlier (Commencement Date). The cost of the initial capital investment is computed based on the City's expected expense of \$115.00 per square foot cost for project design, engineering, construction and construction management of the Center.

3. County shall review architectural plans for the Improvements designed and provided by City's architect. County shall approve or reject the plans within twenty-one (21) days of receipt. If County rejects City plans, County agrees to timely confer with City to resolve any issues and finalize approval of the plans.

4. County shall maintain, use and continuously operate its Aging Services Office at the Center to provide services for its senior citizen clients and shall not allow use of its space for any other purpose or permit use of its space by other persons or groups without prior written approval of the City, which shall not be unreasonably withheld. County shall operate the office during normal business hours or at such hours as may be agreed upon by City and County.

5. County has no obligation to pay rent during the term of this agreement for the space described on the plan attached hereto as Exhibit A, but shall pay its allocated cost, based on the percentage of the Center that it occupies, for operating and maintenance expenses, including custodial, utilities, routine and required common area maintenance, and administration costs, but not to include City's program or program staff costs. Payment shall be made on an annual basis within 30 days of the County's receipt of the City's request for payment. The City shall calculate the amount due by standard cost allocation principles and shall provide County, upon request, with the supporting data that determines the allocated expense.

6. County shall maintain the Improvements constructed by City in accordance with approved plans and Center operating requirements and shall not remove or alter the Improvements without the prior written approval of the City.

7. County may vacate its space within the Center at any time, but must first give the City 90 days written notice of its intention to do so. If County vacates its space, it must leave the space in broom-clean condition, except for normal wear. If County vacates the space before the end of the term of this agreement, City is under no obligation to refund County for its expenses related to design or initial capital construction cost. Inasmuch as the County's funding source for the expenses is the federal government through the Older Americans Act of 1965, as amended, City agrees to use this or equivalent space at the Center for the benefit of senior citizens through the term of this Agreement.

III. Both Parties' Responsibilities:

1. This Agreement becomes effective upon execution of the Agreement by both parties, and shall continue for an initial term of twenty (20) years. Within six months of the end of the initial term, the parties will begin good faith negotiations to renew the Agreement, which may include changes, but which will be mutually beneficial to the continuing partnership and the provision of desired services.

2. City and County agree to consult and cooperate regarding any subsequent modifications to the space within the Center occupied by County beyond those contemplated in this Agreement.

3. Each party shall be solely responsible for its own activities under this Agreement. Subject to the provisions of the Oregon Tort Claims Act, ORS 30.260-30.300, and within the limits in ORS 30.275, the City and the County agree to hold harmless, defend and indemnify each other, their officers, agents and employees, against any claims, demands, actions or suits (including attorney fees and costs) brought against them arising out of or relating to each party's responsibilities under this Agreement.

4. Neither party shall assign any part of its rights and duties under this Agreement without the written consent of the other, which consent shall not be unreasonably withheld.

5. City and County agree to consult and cooperate regarding coordination of services to elderly and disabled persons.

6. The parties have caused this Agreement to be executed by their duly appointed officers.

7. All right to ownership and control of the Center shall remain with the City.

8. The parties agree that the annual operating and maintenance expense can be determined by means of an annual cost allocation study with subsequent annual inflation factor included.

9. The cost of any building rehabilitation that affects the County's space within the Center in future years of the term of this agreement shall be allocated by square footage, and the County shall pay its percentage in a timely manner. The cost of building rehabilitation within the Center in future years of the term of this agreement that does not affect the County's space shall be borne entirely by the City.

10. The parking lot at the Center is a public parking lot, intended primarily for the use of visitors and may be available for employees of the Center. Use of the parking lot at the Center shall be without reservation, although the City may determine the location of any employee parking.

The parties have caused this Intergovernmental Agreement to be executed by their duly appointed officers.

CITY OF PORTLAND, OREGON

Charlie Hales
Title: Commissioner of Public Safety

Date: _____

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



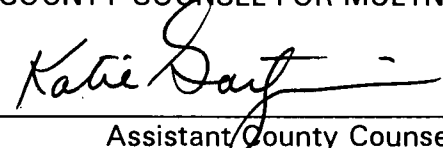
Beverly Stein
Title: County Chair

Date: July 1, 1997

APPROVED AS TO FORM:

City Attorney

REVIEWED:
COUNTY COUNSEL FOR MULTNOMAH COUNTY

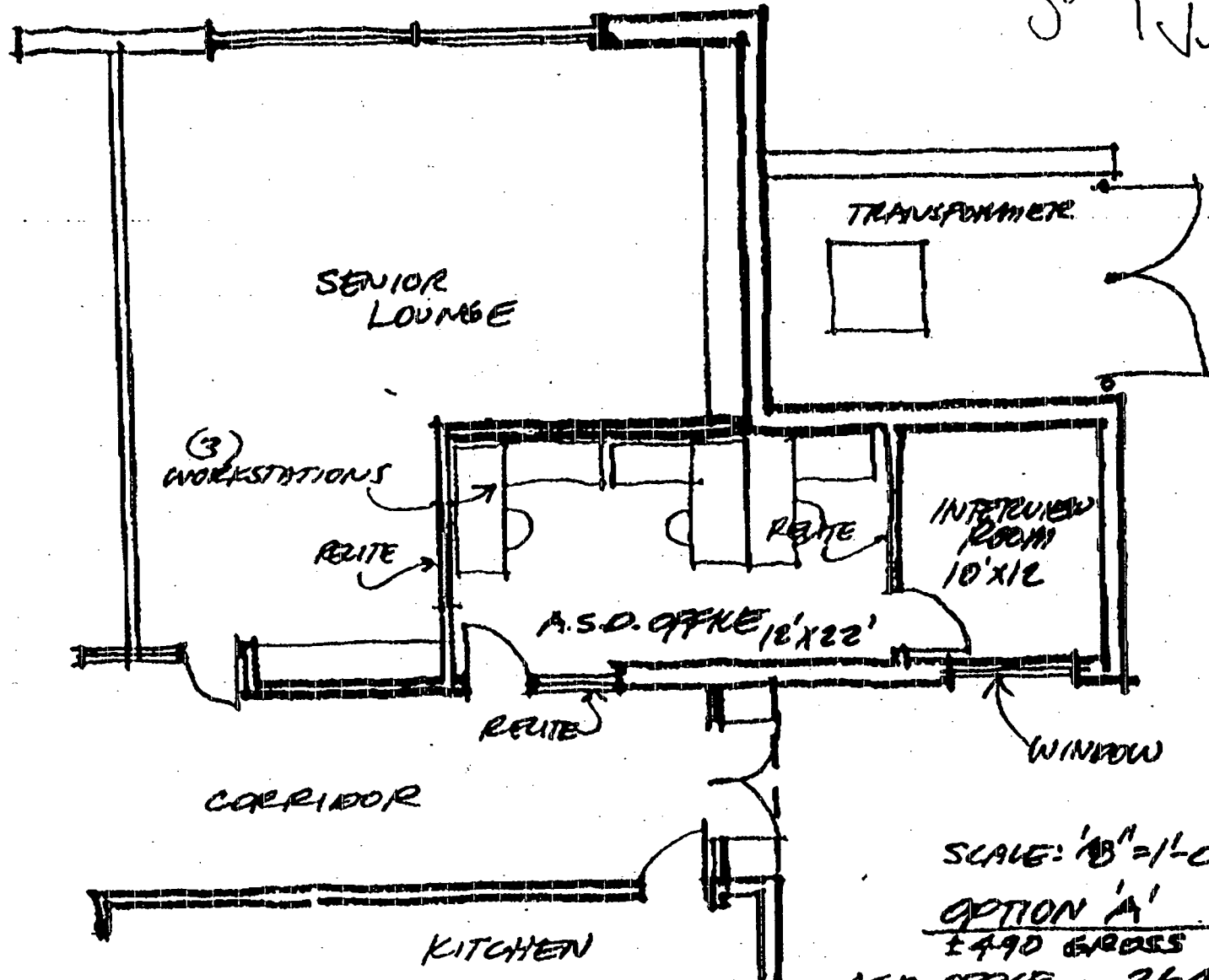


Assistant County Counsel

APPROVED BY CITY COUNCIL
ORDINANCE NO. _____
Passed on _____

APPROVED BY MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-2
Date July 1, 1997

Song at this one
July 18, 1996



SCALE: 1/8" = 1'-0"

OPTION 'A'

1490 GROSS SF.

ASD OFFICE - 264 SF USABLE
INT. ROOM - 120 SF USABLE

384 TOTAL USABLE AREA

7.15.96

Exhibit

MEETING DATE: JUL 01 1997
AGENDA #: R-3
ESTIMATED START TIME: 10:05

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Review of Request for Proposals Material for Strategic Investment Program, Housing Program

BOARD BRIEFING: DATE REQUESTED: _____

REQUESTED BY: _____

REGULAR MEETING: DATE REQUESTED: July 1, 1997

AMOUNT OF TIME NEEDED: 15 minutes

DEPARTMENT: DCFS DIVISION: Child, Youth, Family Comm. Action & Developmt.

CONTACT: Cecile Pitts TELEPHONE #: (503) 248-3044

BLDG/ROOM #: 166/500

PERSON(S) MAKING PRESENTATION: Cecile Pitts

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Review of Request for Proposals Material

7/7/97 copies to Cecile Pitts

SIGNATURES REQUIRED

ELECTED
OFFICIAL: _____

(OR)

DEPARTMENT
MANAGER: Lorenzo Poe mib

BOARD OF
COUNTY COMMISSIONERS
97 JUN 18 PM 12:06
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any questions: Call the Office of the Board Clerk - 248-3277 or 248-5222



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY & FAMILY SERVICES
COMMUNITY DEVELOPMENT PROGRAM OFFICE (503) 248-3999
421 SW SIXTH AVENUE, SUITE 500
PORTLAND, OREGON 97204-1620
FAX # (503) 248-3332

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

MEMO

To: Board of County Commissioners
From: Lorenzo T. Poe, Jr., Director *Lorenzo Poe me*
Department of Community and Family Services
Subject: Review of Request for Proposals on the Housing Funds Generated by the County Strategic Investment Program (SIP)
Date: June 16, 1997

I. Recommendation/Action Requested:

The Board of County Commissioners is scheduled to consider the draft Request for Proposal materials on one-time only housing funds generated by the Strategic Investment Program (SIP). The draft RFP was prepared by a working committee of the Affordable Housing Development Program with additional members from the County, Gresham and Portland. The draft RFP is an implementation of the recommendations developed by the SIP housing subcommittee coordinated by the Housing and Community Development Commission in 1996. Following review of the recommendation and receipt of testimony, the Board is requested to approve the draft materials for implementation.

II. Background/Analysis:

Under the Multnomah County Strategic Investment Program, a one-time only housing fund of \$1 million was created for the purpose of increasing the inventory of affordable low income housing countywide. The SIP Steering Committee further charged that these funds be leveraged to increase their impact. In 1996, under the coordination of Housing and Community Development Commission (HCDC) the SIP housing subcommittee developed guidelines for the use of the funds. The guidelines pertaining to the development of a countywide Housing Trust fund were the basis of the implementing RFP materials before the Board at this time.

The RFP constitutes an open competition for the Housing Fund based on articulated criteria and procedures. An application workshop will be held at the start of the application process to provide assistance to interested parties in the program. Applicants will have 45 days in which to prepare an application for funding. The review committee of the county's Affordable Housing

Development Program with additional members from County, Gresham and Portland will assess the proposals in relation to the criteria and make a non binding recommendation to the Board for action. Local jurisdictions will be given a period of time to review and make comment on the proposals located in their communities. The purpose of this RFP is to increase the inventory of housing countywide, which remains affordable for families at 50% of the area median income for the life of the unit. The life of the unit is defined in the application as 60 years. Bonus points provide incentives for projects located near the SIP businesses and public transit. The program will encumber the subject property with a non amortizing deferred payment loan trust deed and note in the amount of the funding award.

III. Financial Impact: The proposed Fund has self funded the administrative tasks which results in a \$50,000 reduction in the advertised amount. The balance of the initial SIP funds (\$950,000) are included in this RFP. The original SIP housing subcommittee had also recommended that the county establish a housing resources work group under the guidance of the Housing Authority of Portland, delegating up to 20% of the SIP housing resources to this task. If the Board decide to pursue any resulting recommendations for the HAP group the balance available for the RFP would thus be reduced.

IV. Legal Issues: There are no legal issues associated with this recommendation.

V. Controversial Issues: The recommendation is the consensus of the RFP committee. It was informally reviewed with several members of the original SIP housing subcommittee. It is scheduled to be heard by the HCDC in June as an informational item.

VI. Line to Current County Policies: Housing for persons at 50% of the area median income is a number 1 priority for the Countywide Consolidated Plan. Under this recommendation the SIP housing funds target this population.

V. Citizen Participation: The Board's discussion of this matter has been held in public with notice to the public of the item, and opportunity for testimony before action is taken.

VI. Other Governmental Participation: The cities of Portland and Gresham participated in the RFP committee process, and are recommended to oversee the process. The committee also included membership from a number of other state and community interests.

Attached is the narrative for the RFP. The complete application including application questions is on file with the Clerk of the Board. Please feel free to contact Iris Bell or Cecile Pitts (248-3044) from Community and Family Services, if you have questions or need more information. Members of the RFP committee will be present at the commission meeting to respond to questions or issues.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

Adopting the Request for Proposal)	RESOLUTION
Materials of the Strategic Investment)	97-144
Program (SIP) Housing Program)	

WHEREAS, the Multnomah County Strategic Investment Program (SIP) generates a one time only housing fund of \$1,000,000 for the purpose of increasing the inventory of affordable housing in the County; and

WHEREAS, in accordance to the SIP agreements, a committee comprised of representatives of the Housing and Community Development Commission, the City of Gresham, and the Gresham Community Development and Housing Commission met and generated recommended guidelines for the County on use of this housing fund; and

WHEREAS, on the 27th day of June, 1996, the Board accepted the recommended guidelines for implementing the housing program; and

WHEREAS, in accordance with the recommended guidelines, the Multnomah County Affordable Housing Development Program Committee with additional members from the County, cities of Portland and Gresham has met and prepared Request for Proposal materials; now therefore

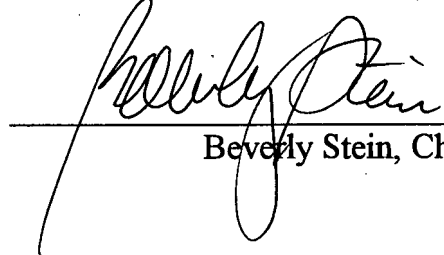
IT IS RESOLVED that the Multnomah County Board of Commissioners adopts the Request for Proposal materials for implementation and directs staff to carry them out.

DATED this 1st day of July, 1997.

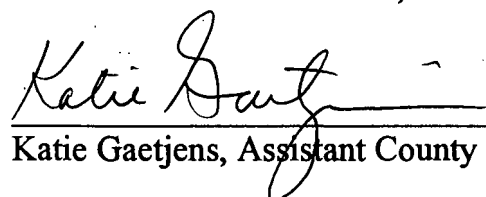


REVIEWED:

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

THOMAS SPONSLER, COUNTY COUNSEL
MULTNOMAH COUNTY, OREGON


Katie Gaetjens, Assistant County Counsel

COUNTYWIDE STRATEGIC INVESTMENT PROGRAM (SIP)
FUNDING
APPLICATION DRAFT

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STRATEGIC INVESTMENT PROGRAM (SIP) INTRODUCTION

Page 1

Welcome. Multnomah County is pleased to make funds available for the creation of affordable housing through the Strategic Investment Program (SIP). The funds the County is making available through the SIP are generated from property tax abatement agreements and contributions from Fujitsu and LSI Logic.

This introduction intends to highlight some of the underlying values of the SIP Housing Program. This is a demonstration year for the Housing Program. The process and application will be reviewed in the fall of this year for effectiveness. If you have comments or suggestions regarding the program we encourage you to send them to the program office. Your assistance is appreciated.

The SIP Housing Program was established to increase the inventory of affordable housing serving low income persons - at or below 50% of the area median income - throughout Multnomah County. The total SIP funds available through this request for proposals is up to \$950,000.00. As the designated funding is clearly inadequate to meet the actual countywide need for low income housing, the SIP Housing Program includes a strong commitment to leveraging these limited resources. An aggregate leveraged funding goal for this program has been set requiring 5 non-SIP dollars be expended for every SIP dollar awarded. Further, Multnomah County is committed to the linkage between workforce development initiatives and social services to stabilize families in affordable housing. The SIP Housing Program is soliciting housing projects which provide thoughtful linkages to available and developing workforce related services and support services for families.

Three public bodies were represented on the committee which made the recommendations upon which this application is based. They are the City of Gresham, the Multnomah County Housing and Community Development Commission and the Gresham Community Development and Housing Committee. Other local housing agencies, non-profit housing developers and interested individuals contributed to the SIP funding guidelines.

SIP funded projects are intended to remain affordable to eligible low income families for the useful life of the unit, defined for the purposes of this application as at least 60 years. The County will encumber the subject property with a non-amortizing, deferred payment loan trust deed and note in the amount of the approved SIP award. The County will consider other structures for encumbering property should other loan types or security be more appropriate for specific project financing.

We hope the enclosed application is clear and understandable. Good Luck.

06/16/97

ADMINISTRATIVE ISSUES

Page 2

On the following pages is information to guide participants through the application process. Included are summaries of funding priorities, evaluation criteria, and eligible funding uses. This application is designed to be "user-friendly" and simple. Except for the nonprofit information form and the financial exhibits, there is no required format. The only requirement is that the questions should be answered clearly, thoroughly, and succinctly. Please number the application pages.

Please review this information and call H.C. Tupper at 248-3114 with any questions.

Application Submission:

Submit and original and _____ copies of the completed application to:

H.C. Tupper
Multnomah County
Community Development Program
421 SW Sixth Avenue, Suite 500
Portland, Oregon 97204

Applications must be postmarked by _____ at 5:00 p.m. Late or faxed applications will not be accepted.

Evaluation of applications will be completed during the month of _____. Notifications of funding will be mailed on _____, and the disbursement of funds will be individually negotiated with each recipient.

STATEMENT OF NEED

Page 3

The HCDC SIP Subcommittee reviewed affordable housing needs throughout the county and created guidelines upon which this application was developed. The primary assumptions of need guiding the purpose of this SIP application are as follows:

1. There is a severe and growing housing affordability crisis throughout Multnomah County. This crisis exists for low to moderate income people, but it is particularly devastating to low-income people living at or below 50% of area median income (AMI).
2. Both the cost of land and the cost of housing in East Multnomah county are increasing. This adversely affects low and moderate wage employees of new and expanded businesses, other people earning low and moderate wages, and people on low fixed incomes.
3. Wages in the region have not risen as quickly as have housing costs . . . a trend that is expected to continue. The most severely affected are those earning less than 50% of AMI (\$8.53/hour for a single wage earner with a family of two, \$9.61/hour for a single earner with a family of three).
4. The location of appropriate housing near jobs and services is crucial to resolving transportation, child care, and other family-job related issues and to creating a more livable environment for low and moderate income residents. Additionally, the provision of affordable housing near emerging businesses will help prevent displacement of long-term, low and moderate income residents as housing costs rise, partially as economic development occurs.
5. Developing the connection between housing and workforce initiatives is crucial for building personal and family stability.

STATEMENT OF PURPOSE

The following is a listing of principles which has guided the creation of the application and evaluation criteria:

1. It is anticipated that the contributions made by Fujitsu and LSI Logic to the SIP will not be sufficient alone to significantly impact the need. It is therefore crucial that SIP funds be used in conjunction with other housing subsidies to more effectively and efficiently create a greater number of affordable housing units for the target population.
2. By requiring the use of SIP monies in collaboratively-supported and funded projects, jurisdictions throughout the County will be encouraged to play stronger roles in affecting affordable housing solutions.
3. The Region 2040 growth concept calls for higher density development, a jobs-housing balance, and mixed-use development in commercial centers and near transit stations. All efforts to address affordable housing in the region, including projects supported by the SIP funding application, should reflect these mandates.
4. Public subsidy dollars should be invested in ways that provide long term benefit to the community as a whole, rather than in ways that provide eventual windfalls for individuals. Therefore, housing funded by public subsidies should be permanently affordable to the income range targeted.
5. Local jurisdictions benefit by taking responsibility to ensure that decent and affordable housing is available for everyone who lives and/or works in their area. It is thus appropriate that local jurisdictions participate in this process either through direct funding or assistance in the removal of barriers to the creation of affordable housing.
6. Providing low income families access to support services including job training/readiness/jobs programs and social services pertinent to personal and family stability are integral to a genuine affordable housing solution.

+FUNDING PHILOSOPHIES

Page 4

The following sections provide an outline of funding priorities and evaluation criteria.

Eligible Development Activities

- Projects in Multnomah County meeting threshold criteria established below;
- Projects that create additional affordable housing units either through new construction or conversion of existing, market-rate or otherwise unaffordable housing units;
- Projects renovating existing substandard or uninhabitable units;
- Land Banking efforts accompanied by a description of timeline and plans for land preserved;
- Low-income housing preservation efforts where it can be illustrated that current owner occupied or rental housing units will become unaffordable to families living at or below 50% AMI without SIP funding;

Eligible Funding Uses

The allowable uses of SIP funds includes, but is not limited to, the following:

- Land Acquisition
- Predevelopment Funds
- Development Financing
- Credit Enhancement
- Equity Participation

Qualifying or "Threshold" Criteria

The following are "threshold" criteria. Projects which do not meet all of the applicable "threshold" criteria will not be considered for funding:

- Projects meet the affordable housing needs of families in Multnomah County living at or below 50% AMI;
- Projects must maximize leveraging. The County has set an aggregate goal of 5:1 ratio of non-SIP to SIP funds expended for the program projects;
- Projects must be affordable to the target population for the useful life of the unit, or a minimum of sixty (60) years;
- SIP funds may only be used to fund SIP eligible units
- Projects incorporating workforce development initiatives must demonstrate linkage to appropriate job training/readiness/jobs programs.

A technical review committee has been formed to review applications and make recommendations to the Board of County Commissioners. The review shall be a non-binding recommendation evaluating project merit for the Board of County Commissioners according to adopted criteria. The review committee will advise the Board on program policy and effectiveness. Applications will be evaluated in five areas with a total of 140 points available.

- **Threshold Criteria** – Projects must meet the threshold criteria to be considered for funding.
Categorical weightings are as follows:
- **Affordable Housing Solution** – 35 Total Points:
 - How the solution is appropriate for the population to be served (amenities, unit sizes, special features, diffusion of concentrated poverty, cost to consumer, etc.) – 10 points;
 - The extent to which housing costs are as low as possible (e.g., serving 30% AMI rather than 50% AMI) – 5 points
 - The extent to which the residents of the project will be provided access to social services and job training/readiness/jobs programs pertinent to personal and family stability. What is the expected effect of the linkage to such services – 10 points;
 - The extent to which the project adheres to priorities set forth in the Countywide Consolidated Plan – 5 points;
 - Number of households to be served by project – 5 points.
- **Community/Neighborhood Support** – 15 Total Points:
 - Community awareness of project (e.g., demonstrated through support letters or minutes from public meetings, etc.) – 5 points;
 - Identification of and plans to meet community concerns – 5 points;
 - Description of how project plan fits within the community – 5 points;
- **Organizational Capacity** – 25 Total Points:
 - Capacity of applicant/development team to complete project (consider scale and complexity of project) – 10 points
 - Prior project experience of the applicant – 5 points
 - Readiness to proceed – 10 points
- **Financial Feasibility** – 25 Total Points: Based on evaluator's review of information provided by applicant; this includes consideration of funds committed, cost estimates, and operational budgets. Please note that these forms give space for the applicant to provide justification that the amounts listed in the budget line items are appropriately estimated. Letters of verification by third parties of estimates, estimates provided by qualified staff/consultants, budgets from similar projects completed within the last year, and acceptance of figures/estimates as valid by lenders all can be used to verify validity of estimates.

Bonus Points

Up to 40 Bonus Points are available based on the following point system:

Geographic/Transit-Oriented Targeting of SIP Funds – Bonus of 15 points possible;

- Projects requesting SIP-Generated Funds will be eligible for up to 10 bonus points determined on proximity to LSI and Fujitsu plants. Attached is a map indicating the location of these sites. Projects located within a ½ mile radius of the site will receive 10 points; within a 1 mile radius, 7 points; within a 2 mile radius, 5 points; and east of I-205 in Multnomah County, 2 points.
- Projects located in transit corridors and near transit lines (within 1/8 mile of major public transit corridor) and encourage the use of mass transit will receive an additional 5 points.

Support from Local Jurisdiction – Bonus of 10 points possible;

- Projects with financial support from local jurisdiction (either through waived fees, property tax abatements, or direct subsidy provisions) will receive an additional 5 points. Financial support should be verified in writing before SIP funds will be disbursed;
- Projects in jurisdictions which remove regulatory barriers or provide other assistance other than (or in addition to) financial support will receive an additional 5 points.

Production of Family-Sized Housing – Bonus of 10 points possible;

- Projects with a majority of the units designed as 2 bedroom units will receive an additional 5 points; *or*
- Projects with a majority of the units designs as 3+ bedroom units will receive an additional 10 points.

Leverage of non-SIP funding - Bonus of 5 points possible;

- Projects which meet or exceed the program goal of investing 5 non-SIP dollars for every SIP dollar awarded will receive an additional 5 points.

SIP APPLICATION

APPLICATION QUESTIONS

Answer the following questions clearly and concisely noting the maximum pages allowed for each question. Please use a standard 12 point word processing format.

THRESHOLD CRITERIA:

Outline how project adheres to threshold criteria. Include description of site location, how the project meets the affordable housing needs of families living at or below 50% of AMI, how affordability will be preserved, what the resources for project's matching ratio of non-SIP funds are and what the ratio is, how the project's affordability will be maintained for the life of the unit. If mixed income project, outline the housing income and unit mix. Describe the workforce component of project and the overall support services design. (2 pages maximum)

AFFORDABLE HOUSING SOLUTION

Describe the housing project in terms of number and size of units, amenities, appropriateness, rent levels and incomes to be served, adherence to Countywide Consolidated Plan, project design appropriate for the population to be served as described in Question #1. (2-3 pages maximum) Provide location map.

Provide a narrative description of the linkage to support services which will be available to project residents. Describe the desired outcomes of the services including job training/readiness/jobs programs provided and the effect upon personal and family stability.

Describe the location of the project in relationship to the proximity of commercial and social services: (For your convenience and use, a form for this purpose is attached as the succeeding page.)

COMMUNITY/NEIGHBORHOOD SUPPORT

Describe the steps that your organization/corporation has taken to include the community in or inform the community of your project. Include any demonstrated community support for your organization and/or project. Explain how the project is appropriate for the community. State whether there are any community concerns or issues that have arisen and how the organization plans to address them. (2 pages maximum).

ORGANIZATIONAL CAPACITY

Describe the capacity of applicant/development team to complete project (consider scale and complexity of project). This should include descriptions of professional skills and expertise, past project experience, and readiness to proceed. Include resumes where appropriate. (2 pages maximum)

Blank Commercial and Social Services Form

	Type	Distance from Project	Other Information
Example: Commercial Service	Convenience Store Grocery Store	.4 miles 1.3 miles	7 - 11 with gas station Safeway
Commercial Services			
Employment Centers/ Workforce Programs			
Transportation Services			
Schools			
Parks and Recreation			
Social Services			
Emergency Services (i.e., police, fire, medical)			
Other			

FINANCIAL FEASIBILITY

Please complete the attached Financial Exhibits. The use of standardized financial information forms will assist evaluators in their analysis. Please also note that there are additional exhibits for budget notes. Applicants should use this format to explain how they arrived at costs estimates and provide backup documentation.

SITE INFORMATION

Please submit a completed Site Information Form. Indicate where information is not applicable, but please do not eliminate the form from your application packet.

BONUS POINT CATEGORIES

Please respond to the Geographic/Transit Oriented Targeting of SIP funds categories:

Show the location of your proposed project site and state the exact proximity to the Fujitsu and LSI and bonus points you are claiming. (1 page maximum)

If your project is located in the greater Portland Metropolitan area and is within Tri-Met's service district, please indicate whether your project is within 1/8 mile of mass transit service. Include the line number and location of the nearest bus stop/train station. A map of the East County Tri-Met routes has been included for rough project site/transit line locating purposes. Please include a narrative outlining the measures taken by your project to encourage the use of mass transit. (2 pages maximum)

Please respond to the Local Jurisdiction Support category:

Please demonstrate project financial support from the appropriate local jurisdiction. Please provide letters of commitment, fee waivers, abatements or other demonstrable evidence of support. (1 page maximum)

Demonstrate regulatory relief provided by local jurisdiction in narrative form corroborated by government planning and zoning body. (1 page maximum)

Please respond to the Family Sized Housing category:

Please provide the total number of project units, the number of two-bedroom units and the number of three bedroom units. Please provide a written commitment to unit structure and simple site plan and proposed unit configuration. (2 pages maximum)

Please respond to the Leverage of Non-SIP Funding category:

Please provide written commitment to a leveraged funding ratio meeting or exceeding 5:1 program goal described in your threshold criteria response. Attach documentation of financing commitments. (1 page maximum)

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NONPROFIT INFORMATION

Nonprofit organizations should complete this section of the application. All nonprofit organizations other than governmental entities should also attach photocopies of their articles of incorporation and IRS documentation of their tax-exempt status to this application, unless submitted documents are already on file with the Multnomah Community Development Office.

Source of your exemption: ☐ IRC Section 501(a) ☐ IRC Section 501(c)(3) ☐ IRC Section 501(c)(4)

Date incorporated: _____

Date IRS 501(c)(3) received: _____

Enclosed: _____

On File at MCCD: _____

Date Articles of Incorporation & By-Laws filed: _____

Enclosed: _____

On File at MCCD: _____

Date Articles or By-Laws amended: _____

Enclosed: _____

On File at MCCD: _____

Service Area Map and description of area

Enclosed: _____

On File at MCCD: _____

Purpose/Mission:

Enclosed: _____

On File at MCCD: _____

Date Purpose/Mission amended: _____

Enclosed: _____

On File at MCCD: _____

Current Board Roster (identifying areas of expertise
and association)

Enclosed: _____

On File at MCCD: _____

Do your By-Laws set forth the development of low-income housing as one of your purposes?

☐ yes ☐ no

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**SIP Funding Application
Financial Exhibit A**

Sources of Funding

Project Name:

SOURCE (including loan/grant)	Committed	Conditional	Tentative
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$

SUBTOTALS _____ \$ _____ \$ _____ \$

TOTAL FUNDING SOURCES \$ _____

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**SIP Funding Application
Financial Exhibit B.1.
Uses of Financing
Project Name: _____**

	COST	SUBTOTAL
<u>Acquisition Costs</u>		
Purchase Price	\$ _____	
Liens and Other Taxes	\$ _____	
Closing/Recording Costs	\$ _____	
Off-site Costs/Improvements	\$ _____	
Other	\$ _____	
* Subtotal		\$ _____

<u>Development Costs</u>		
Land Use Approvals	\$ _____	
Building Permits/Fees	\$ _____	
System Development Charges	\$ _____	
Environmental Report (typically a Level 1)	\$ _____	
Soils/Survey Report (Geotechnical)	\$ _____	
Architectural/Engineering Fees	\$ _____	
Legal/Accounting Fees	\$ _____	
Cost Certification Fee	\$ _____	
Appraisals	\$ _____	
Lender Inspections	\$ _____	
Lender Title Insurance	\$ _____	
Construction Loan Fee	\$ _____	
Permanent Loan Fee	\$ _____	
Construction Period Interest/Taxes	\$ _____	
Construction Period Insurance	\$ _____	
Tax Credit Fees	\$ _____	
Bridge Loan Interest	\$ _____	
Closing Fees	\$ _____	
Marketing	\$ _____	
Lease Up/Operating Reserves	\$ _____	
Developer Fee	\$ _____	
Consultant Fee	\$ _____	
Development Contingency	\$ _____	
Tenant Relocation	\$ _____	
Other	\$ _____	
* Subtotal		\$ _____

<u>Construction Costs</u>		
On-site Work	\$ _____	
Hazardous Materials Abatement	\$ _____	
Residential Building Construction	\$ _____	
Commercial Building Construction	\$ _____	
Common Use Facilities	\$ _____	
Laundry Facilities	\$ _____	
Storage/Garages	\$ _____	
Landscaping	\$ _____	
Construction Contingency	\$ _____	
Other	\$ _____	
* Subtotal		\$ _____

TOTAL PROJECT COST \$ _____

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SIP Funding Application

Financial Exhibit B.2.

Uses of Financing

Project Name:

Please identify how you arrived at the cost estimates itemized in Financial Exhibit B.1. Verification documents may be included.

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**SIP Funding Application
Financial Exhibit C**

Housing Operating Budget - INCOME

Project Name:

YEARLY Residential Income:

Annual Inflation Rate Factor: ____%

Unit Type	HOME	Median Income %	#/Units	Monthly Rent Per Per Unit		1st Full Project Year	Year 5
			X	\$	X 12 =	\$	\$
			X	\$	X 12 =	\$	\$
			X	\$	X 12 =	\$	\$
			X	\$	X 12 =	\$	\$
			X	\$	X 12 =	\$	\$
			X	\$	X 12 =	\$	\$
			X	\$	X 12 =	\$	\$
			X	\$	X 12 =	\$	\$
			X	\$	X 12 =	\$	\$
			X	\$	X 12 =	\$	\$
			X	\$	X 12 =	\$	\$
			X	\$	X 12 =	\$	\$
			X	\$	X 12 =	\$	\$
			X	\$	X 12 =	\$	\$

SUB-TOTALS

\$ \$

Other Revenue:

Laundry	\$	\$
Garage/Parking	\$	\$
Double Occupancy	\$	\$
Deposits on Turnover	\$	\$
Services	\$	\$

SUB-TOTAL OTHER REVENUE

\$ \$

Effective Gross Income:

\$ \$

Less Vacancy Rate (____%)

(____) (____)

Net Effective Gross Income:

\$ \$

**SIP Funding Application
Financial Exhibit D**

Utility Allowance information

Project Name:

**TYPE OF
UTILITY**

**(Gas, Elec,
Oil, etc.)**

**OWNER
UTILITIES**

**TENANT
PAYS**

**1
BDRM**

**2
BDRM**

**3
BDRM**

**4
BDRM**

Heating

\$ \$ \$ \$

Lighting

\$ \$ \$ \$

Air Conditioning

\$ \$ \$ \$

Cooking

\$ \$ \$ \$

Hot Water

\$ \$ \$ \$

Water

\$ \$ \$ \$

Sewer

\$ \$ \$ \$

Trash Removal

\$ \$ \$ \$

**TOTAL UTILITY
ALLOWANCE**

\$ \$ \$ \$

If allowances are calculated by other methods, attach the appropriate schedule and include unit rents, number of bedrooms, and allowances.

Source of Utility Allowance Calculation:

Name:

- ___ Local Housing Authority
___ Utility Company
___ Other

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**SIP Funding Application
Financial Exhibit E.1.**

Housing Operating Budget - EXPENSES

Project Name: _____

Annual Inflation Rate Factor: _____ %

<u>Annual Operating Expenses</u>	<u>Annual per Unit</u>	<u>1st full Year</u>	<u>Project Year 5</u>
Insurance	\$ _____	\$ _____	\$ _____
Utilities:(common areas)			
Gas/Oil	\$ _____	\$ _____	\$ _____
Electric	\$ _____	\$ _____	\$ _____
Water & Sewer	\$ _____	\$ _____	\$ _____
Garbage Removal _____	\$ _____	\$ _____	\$ _____
Other _____	\$ _____	\$ _____	\$ _____
Repairs	\$ _____	\$ _____	\$ _____
General Maintenance	\$ _____	\$ _____	\$ _____
Landscape Maintenance	\$ _____	\$ _____	\$ _____
Replacement Reserve	\$ _____	\$ _____	\$ _____
Property Management:			
On-site	\$ _____	\$ _____	\$ _____
Contracted (Off-Site)	\$ _____	\$ _____	\$ _____
Professional Services:			
Resident Services	\$ _____	\$ _____	\$ _____
Case Management	\$ _____	\$ _____	\$ _____
Legal	\$ _____	\$ _____	\$ _____
Accounting	\$ _____	\$ _____	\$ _____
Other _____	\$ _____	\$ _____	\$ _____
Office & Administration	\$ _____	\$ _____	\$ _____
Advertising/Marketing & Promotion	\$ _____	\$ _____	\$ _____
Unit Turnover	\$ _____	\$ _____	\$ _____
Taxes(non-real estate) _____	\$ _____	\$ _____	\$ _____
Real Estate Taxes	\$ _____	\$ _____	\$ _____
Other _____	\$ _____	\$ _____	\$ _____
<u>Total Annual Operating Expenses</u>	<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ _____</u>
<u>Net Operating Income</u>	<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ _____</u>
Less Debt Service:			
_____% on \$ _____ for _____ years	\$ _____	\$ _____	\$ _____
_____% on \$ _____ for _____ years	\$ _____	\$ _____	\$ _____
_____% on \$ _____ for _____ years	\$ _____	\$ _____	\$ _____
<u>Total Debt Service</u>	<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ _____</u>
<u>Cash Flow Per Year</u>	<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ _____</u>

06/16/97

**SIP Funding Application
Financial Exhibit E.2.**

Housing Operating Budget - EXPENSES

Project Name:

Please identify how you arrived at the cost estimates itemized in Financial Exhibit E.1. Verification documents may be included.

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**SIP Funding Application
Financial Exhibit F**

Project Schedule

Project Name:

ACTIVITY	PROPOSED DATE (month/year)
SITE	
Option/Contract	
Site Acquisition	
Zoning Approval	
Site Analysis	
Building Permits & Fees	
Off-Site Improvements	
PRE-DEVELOPMENT	
Plans Completed	
Final Bids	
Contractor Selected	
FINANCING	
Construction Loan:	
Proposal	
Firm Commitment	
Permanent Loan:	
Proposal	
Firm Commitment	
SYNDICATION AGREEMENT (LIHTC)	
CONSTRUCTION BEGINS	
CONSTRUCTION COMPLETED	
CERTIFICATE OF OCCUPANCY	
LEASE UP	

SITE INFORMATION

Is the project site currently under applicant's control? ☐ Yes ☐ no
If yes, control is in the form of: ☐ Deed ☐ Option ☐ Purchase Contract ☐ Other _____

Expiration date of contract or option: _____ mo./yr.

Total cost of land: \$

Exact size of site: _____ Acres or Sq.ft. (circle one)

Is site properly zoned for the development? ☐ yes ☐ no
If no, what actions are required before development?

When will the land use issues be resolved? _____ mo./yr.

Are all utilities presently available to the site? ☐ yes ☐ no

If no, which utilities need to be brought to the site? _____

Is any building in the development with 4 or fewer units occupied or to be occupied by:

The owner? ☐ yes ☐ no A person related to the owner? ☐ yes ☐ no

The following information must be included with the application: **Site control document and documentation of proper zoning.**

TITLE COMPANY INFORMATION

(if applicable)

Contact: _____

Escrow #: _____

Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: (____) _____ Fax (____) _____

If a current preliminary title report is available, please attach a copy.

MEETING DATE: JUL 01 1997

AGENDA #: R-4

ESTIMATED START TIME: 11:20

(Above Space for Board Clerk's Use ONLY)

• **AGENDA PLACEMENT FORM**

SUBJECT: Intergovernmental agreement between Multnomah County and Metro's Washington Park Zoo to supply Project Management Services.

BOARD BRIEFING:

DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING:

DATE REQUESTED: July 1, 1997

AMOUNT OF TIME NEEDED: 10 minutes

DEPARTMENT: DES

DIVISION: Facilities & Property Mgmt.

CONTACT: Jim Emerson

TELEPHONE #: 248-3322 X26246

BLDG/ROOM #: 421/3rd

PERSON(S) MAKING PRESENTATION: Jim Emerson

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Intergovernmental agreement between Multnomah County and Metro's Washington Park Zoo to supply Project Management Services.

7/1/97 ORIGINALS to Jim Emerson

SIGNATURES REQUIRED:

ELECTED
OFFICIAL: _____

(OR)

DEPARTMENT
MANAGER: _____

Larry F. Nicholas

BOARD OF
COUNTY COMMISSIONERS
97 JUN 25 PM 3:43
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



CONTRACT APPROVAL FORM (See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 301597

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<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 checked="" type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-4</u> DATE <u>7/1/97</u> <u>DEB BOGSTAD</u> BOARD CLERK

 Department Environmental Services Division Facilities Mgmt. Date 6-25-97

 Contract Originator Jim Emerson Phone 248-3322 Bldg/Room 421/3rd

 Administrative Contact Diane Long Phone 248-3322 Bldg/Room 421/3rd

 Description of Contract County to provide Project Management Services to Metro's Washington Park Zoo.
W/O # N/A

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

 ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ ORF N/A

 Contractor Name Metro
 Mailing Address 600 NE Grand
Portland, OR
 Phone _____
 Employer ID# or SS# _____
 Effective Date Upon Signature
 Termination Date June 30, 2000
 Original Contract Amount \$ 50,000.00 (NTE)
 Total Amount of Previous Amendments \$ 0.00
 Amount of Amendment \$ 0.00
 Total Amount of Agreement \$ 50,000.00

 Remittance Address _____
 (If Different) _____

Payment Schedule	Terms
<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on receipt
<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other _____
<input type="checkbox"/> Requirements contract - Requisition required.	

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:Department Manager Larry F. NicholasPurchasing Director _____
(Class II Contracts Only)

County Counsel _____

County Chair / Sheriff Therese PeinContract Administration _____
(Class I, Class II Contracts Only)Encumber: Yes ☐ No ☐Date 6/25/97

Date _____

Date 6/25/97Date July 1, 1997

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.											
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

**INTERGOVERNMENTAL AGREEMENT
FOR FACILITIES PROJECT MANAGEMENT SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT is between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "COUNTY", and METRO'S WASHINGTON PARK ZOO, an operating unit of a political subdivision of the State of Oregon, hereinafter referred to as "METRO WASHINGTON PARK ZOO".

WITNESSETH:

WHEREAS, METRO'S Washington Park Zoo requires services which COUNTY is capable of providing, under terms and conditions hereinafter described, and

WHEREAS, COUNTY's Division of Facilities and Property Management is able and prepared to provide such services as METRO WASHINGTON PARK ZOO does hereinafter require, under those terms and conditions set forth; now, therefore,

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

1. TERM

This Agreement shall become effective as of April 1, 1997, and shall expire June 30, 2000, unless sooner terminated under the provisions hereof.

2. SERVICES

COUNTY's services under this agreement shall consist of the following:

- 1) County will provide Construction Project Managers (PM) to manage selected Metro Washington Park Zoo construction projects
- 2) County will manage the following list of construction projects
 - a. Elephant Moat drainage project.
 - b. Bird and Marmoset structural modification.
 - c. Rhino Exhibit Yard Improvements.
 - d. Commissary Roof Replacement.
 - e. Elephant Museum Foundation Repair.
 - f. Polar Bear Exhibit painting project. Bear Walk Café painting project.
 - g. Additional projects as may be selected and budgeted by the Metro Washington Park Zoo.
- 3) County PM's will :
 - a. Review scope of work with Metro Washington Park Zoo personnel and obtain written approval of proposed construction activities and budget.
 - b. Prepare and maintain schedule for each portion of the work.
 - c. Oversee development of bid documents in Metro Washington Park Zoo's format
 - d. Manage the bid process in coordination with Metro Washington Park Zoo's staff.
 - e. Make Contract Award recommendation and assist in contract negotiations.

- f. Be liaison between contractors, design architects and owners during all phases of facility's construction project.
- g. Maintain construction records.
- h. Inspect construction progress and ensure contract compliance.
- i. Administer contractor payments, project close outs and warranties.
- j. Coordinate meetings with contractors and Metro Washington Park Zoo personnel.
- k. Review building projects for building code compliance, safety code compliance, and handicapped accessibility.
- l. Negotiate change orders with contractors.
- m. Prepare a brief written report bi-weekly, and profile other project information as required.

3. COMPENSATION

A. METRO WASHINGTON PARK ZOO agrees to pay COUNTY \$48/hour for the performance of those services provided hereunder, which payment shall be based upon the following terms:

1) METRO WASHINGTON PARK ZOO will reimburse COUNTY monthly upon receipt of a billing invoice, itemized per project.

2) Payment terms will be net 30 days. Payments shall be submitted to:

Multnomah County Facilities Management
 2505 SE 11th
 Portland, OR. 97202
 Atten. Jim Emerson

3) Hourly rate is for projects initiated beginning in April 1997 (listed including modifications thereto.

- Rates for subsequent projects are subject to agreement by both parties. Rates shall be renegotiated on each subsequent project based on County's projected project management rates for upcoming fiscal year.

B. Due to preliminary scope of projects, total expenditure is unknown.

C. Notwithstanding the exploratory nature of this initial agreement, and subject to revision by Contract Amendment if deemed necessary by the parties, for the purposes of budget control a contract maximum is set at Not-to-Exceed (NTE) \$50,000. County shall not be required to perform work in excess of \$50,000 at the hourly rate set forth herein.

D. METRO WASHINGTON PARK ZOO certifies that sufficient funds are available and authorized to finance the costs of this Agreement. In the event that funds cease to be available to METRO WASHINGTON PARK ZOO in the amounts anticipated, either COUNTY or METRO WASHINGTON PARK ZOO may terminate the Agreement or the parties by mutual agreement may reduce Agreement funding accordingly. METRO WASHINGTON PARK ZOO will notify COUNTY as soon as it receives such notification from funding source. Termination will not affect METRO WASHINGTON PARK ZOO's obligation to pay for services under this agreement provided prior to the effective date of the termination.

INTERGOVERNMENTAL AGREEMENT STANDARD CONDITIONS

1. INDEPENDENT CONTRACTOR STATUS

COUNTY is an independent contractor and is solely responsible for the conduct of its programs. COUNTY, its employees and agents shall not be deemed employees or agents of METRO WASHINGTON PARK ZOO.

2. INDEMNIFICATION

- A. COUNTY shall defend, hold and save harmless METRO WASHINGTON PARK ZOO, its officers, agents, and employees from damages arising out of the tortious acts of COUNTY, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitutional.
- B. METRO WASHINGTON PARK ZOO shall defend, hold and save harmless COUNTY, its officers, agents, and employees from damages arising out of the tortious acts of METRO WASHINGTON PARK ZOO, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitutional.

3. WORKERS' COMPENSATION INSURANCE

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

4. TAXPAYER IDENTIFICATION NUMBER

COUNTY shall furnish to METRO WASHINGTON PARK ZOO its federal employer identification number, as designated by the Internal Revenue Service.

5. SUBCONTRACTS AND ASSIGNMENT

COUNTY shall neither subcontract with others for any of the work prescribed herein, nor assign any of COUNTY's rights acquired hereunder without obtaining prior written approval from METRO WASHINGTON PARK ZOO.

6. RECORD CONFIDENTIALITY

COUNTY and METRO WASHINGTON PARK ZOO agree to keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality.

7. ACCESS TO RECORDS

METRO WASHINGTON PARK ZOO's authorized representatives shall have access, upon reasonable request and during regular office hours, to the books, documents, papers and records of COUNTY which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

8. ADHERENCE TO LAW

In connection with their activities under this Agreement, COUNTY and METRO WASHINGTON PARK ZOO agree to adhere to all applicable federal, state and local laws, including but not limited to laws, rules, regulations and policies concerning equal employment opportunity, affirmative action, workers' compensation, minimum and prevailing wage requirements, and nondiscrimination in service delivery.

9. MODIFICATION

Any amendments to the provisions of this Agreement, whether initiated by COUNTY or METRO WASHINGTON PARK ZOO, shall be reduced to writing and signed by both parties.

10. WAIVER OF DEFAULT

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

11. EARLY TERMINATION

A. This Agreement may be terminated prior to the expiration of the agreed-upon term:

- 1) Immediately by mutual written consent of the parties or at such time as the parties agree; or
- 2) By either party upon 30 days written notice to the other, delivered by certified mail or in person.

B. Payment to COUNTY will include all services provided through the day of termination and shall be in full satisfaction of all claims by COUNTY against METRO WASHINGTON PARK ZOO under this Agreement.

C. Termination under any provision of this section shall not affect any right, obligation or liability of COUNTY or METRO WASHINGTON PARK ZOO which accrued prior to such termination.

12. LITIGATION

A. METRO WASHINGTON PARK ZOO shall give COUNTY immediate notice in writing of any action or suit filed or any claim made against METRO WASHINGTON PARK ZOO or any subcontractor of which METRO WASHINGTON PARK ZOO may be aware which may result in litigation related in any way to this Agreement.

B. COUNTY shall give METRO WASHINGTON PARK ZOO immediate notice in writing of any action or suit filed or any claim made against COUNTY or any subcontractor of which COUNTY may be aware which may result in litigation related in any way to this Agreement.

13. OREGON LAW AND FORUM

This Agreement shall be construed and governed according to the laws of the State of Oregon.

14. INTEGRATION

This Agreement contains the entire Agreement between the parties pertaining to its subject matter and supersedes all prior written or oral discussions or agreements.

IN WITNESS WHEREOF, the parties have caused this Agreement, including the Standard Conditions and any attachments incorporated herein, to be executed by their duly authorized officers.

METRO

By _____

Title _____

Date _____

MULTNOMAH COUNTY, OREGON

By Beverly Stein

Beverly Stein, Multnomah County Chair

Date July 1, 1997

DEPARTMENT OF ENVIRONMENTAL SERVICES

By _____

Title _____

Date _____

By Larry F. Nicholas

Larry Nicholas, Director

Date June 25, 1997

By F. W. G. G. G.

Division Manager

Date 6/25/97

APPROVED AS TO FORM:

By _____

Date _____

REVIEWED:

County Counsel for Multnomah County, Oregon

By John Thomas

John Thomas, Assistant County Counsel

Date 6/24/97

METRO COUNSEL APPROVAL:

By _____

From _____

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-4 DATE 7/1/97
DEB BOGSTAD
BOARD CLERK