

MINUTES
MULTNOMAH COUNTY BOARD OF COMMISSIONERS
FEBRUARY 14, 1991 MEETING

Chair Gladys McCoy convened the meeting at 9:38 a.m., with Vice-Chair Rick Bauman, Commissioners Pauline Anderson, Sharron Kelley and Gary Hansen present.

- C-1 In the Matter of the Reappointment of Harold McLaurin to the Expo Center Advisory Board for a Term Expiring December, 1993
- C-2 In the Matter of the Appointments of Michael Williams, David Soloos, Lanita Duke, Robin Bloomgarden and Patricia Bozanich to the Citizen Involvement Committee for Terms Expiring February, 1993
- C-3 In the Matter of the Appointment of Richard Pomeroy to the Department of Community Corrections Citizen Budget Advisory Committee for a Term Expiring September, 1991
- C-4 In the Matter of the Appointment of Paul Eisenberg to the Department of General Services Citizen Budget Advisory Committee for a Term Expiring September, 1992

UPON MOTION of Commissioner Kelley, seconded by Commissioner Anderson, the consent calendar (C-1 through C-4) was UNANIMOUSLY APPROVED.

- R-1 RESOLUTION in the Matter of Recommending Approval of the Multnomah County Bicycle Capital Improvement Plan: July 1991 - June 1995

UPON MOTION of Commissioner Anderson, seconded by Commissioner Kelley, RESOLUTION 91-18 was UNANIMOUSLY APPROVED.

- R-2 Ratification of an Intergovernmental Agreement Between Multnomah County and the City of Portland to Provide Funding for the Fair Housing Officer to Conduct Fair Housing Initiatives Program Activities

UPON MOTION of Commissioner Kelley, seconded by Commissioner Hansen, R-2 was UNANIMOUSLY APPROVED.

- R-3 Ratification of a Lease Agreement Between Multnomah County and the State of Oregon for Relocation of the West Branch of Aging Services Division to 1430 SW Broadway

Commissioner Bauman moved and Commissioner Kelley seconded, for approval of R-3.

Commissioner Anderson expressed concern over the relocation to an area less accessible to seniors, advising she approves of co-locating services when possible.

R-3 was UNANIMOUSLY APPROVED.

- R-4 Budget Modification DHS #21 Authorizing Transfer of State Refugee Screening Funds from Temporary to Permanent within the Health Division Budget to Create a Translation Services Coordinator Position in the International Health Center

UPON MOTION of Commissioner Hansen, seconded by Commissioner Kelley, R-4 was UNANIMOUSLY APPROVED.

R-5 Second Reading and Possible Adoption of an ORDINANCE Amending Multnomah County Code Chapter 7.70.300 to Allow the Transfer of Unclaimed Property to Other Governmental Agencies in Addition to the County

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

Commissioner Bauman moved and Commissioner Hansen seconded, for adoption of R-5.

Chair McCoy suggested County Counsel address that the Board has before it a proposed ordinance with different language, underlining and bracketing from the one she submitted Tuesday.

Vice-Chair Bauman stated that what is before the Board is the proposed ordinance whose first reading was approved last week and that changes to it would have to come in the form of amendments.

In response to a question of Chair McCoy, County Counsel Laurence Kressel explained that Vice-Chair Bauman was procedurally correct and that the McCoy amendment would have to be moved as an amendment to the Bauman ordinance.

At the direction of Chair McCoy, Mr. Kressel related that the proposed ordinance submitted by Vice-Chair Bauman's office caused scrutiny of how the County disposes of surplus property and that Chair McCoy's office felt it would be better to narrow the Bauman ordinance because other systems were already in place to dispose of surplus property. Mr. Kressel explained the existing ordinance provision is limited to allowing the County to either sell it or use it for its own benefit, while the Bauman ordinance would allow the County to dispose of unclaimed property which comes into the Sheriff's possession by transferring it to non-County public agencies for their use. Mr. Kressel advised that the McCoy amendment narrows this option to only guns and the Fish and Wildlife Division. Mr. Kressel explained that the Chair's office felt it was not necessary or wise to pass the broad Bauman language, however as he has been unable to find clear regulations pertaining to disposal of surplus property and that while he has no reason to think there is anything wrong with what has been done in the past, Mr. Kressel suggested that the Board address those issues.

Vice-Chair Bauman stated there is no emergency with his proposed ordinance and that while his intent in dealing with the Department of Fish and Wildlife is embodied in the McCoy amendment, he feels it is important to address the policy issues. Vice-Chair Bauman suggested delaying the second reading a week or two to give County Counsel an opportunity to prepare another ordinance.

Commissioner Anderson suggested it would be helpful to prepare a general ordinance to deal with other disposable items which may come up in the future.

Commissioner Bauman moved and Commissioner Hansen seconded, that R-5 be carried over for two weeks.

Mr. Kressel suggested a longer period of time.

UPON MOTION of Commissioner Bauman, seconded by Commissioner Hansen, it was UNANIMOUSLY APPROVED that R-5 be carried over for one month. Chair McCoy advised the continued second reading is scheduled for Thursday, March 14, 1991.

The Clerk reported that the citizen who wished to testify on R-5 will wait until the March hearing.

R-6 Second Reading and Possible Adoption of an ORDINANCE Transferring the Budget Office from the Department of General Services to the Office of the Chair and Assigning the Affirmative Action Office to the Office of the Chair

The Clerk read the proposed ordinance by title only. Copies of the complete document were available for those wishing them. A hearing was held, no one from the public wished to testify.

Commissioner Hansen moved and Commissioner Kelley seconded, for adoption of R-6.

Commissioner Anderson explained that she will be voting no on the ordinance because while she has no objection to assigning the Affirmative Action office, she objects to transferring the Budget office to the Chair as she predicts there may come a time when it will become a problem for Board members to obtain information which may in any way conflict with the executive budget.

ORDINANCE 675 was APPROVED with Commissioners Bauman, Kelley, Hansen and McCoy voting aye and Commissioner Anderson voting no.

R-7 Request for Board Approval in the Matter of Pending Legislation: (1) Authorizing Political Subdivisions to Transfer Properties Without Consideration to Non-Profit, Public and Municipal Corporations for Housing and Social Services; and (2) Authorizing Political Subdivisions to Forgive Back Taxes when Properties are Donated to Non-Profit, Public and Municipal Corporations for Housing and Social Services

Commissioner Hansen moved and Commissioner Bauman seconded, for approval of R-7.

Diane Luther, Staff Assistant for Commissioner Anderson, explained that a clause was added to page 1, item 2 of the proposed resolution submitted Tuesday, to read: "and to authorize counties to offer opportunities to such corporations to pay delinquent taxes over a period of years." Ms. Luther explained the Legislature is being asked to allow counties to forgive back taxes or allow non-profits to spread payments over 10 or 20 years.

Commissioner Bauman moved and Commissioner Hansen seconded, for adoption of the resolution as amended.

In response to a question of Chair McCoy as to what the impact may be on the School District's share of taxes, Ms. Luther explained she spoke with Oregon School Board Association

representative John Marshall, who indicated he had no problem with the legislation, although he would be looking at any revenue impact statements which might come from the revenue committee and that it was their mutual assumption there would be so few properties involved that it would probably be no problem. Ms. Luther explained she spoke with Frank McNamara this morning and although he had not seen the draft legislation, when she explained to him that the County has an ordinance allowing the transfer of tax foreclosed properties and that this piece of legislation only marginally widens the net in terms of the numbers of properties involved, he indicated he did not have any particular position.

In response to a question of Chair McCoy, Ms. Luther explained there is a need to develop criteria as to which organizations and under what conditions the County would consider transferring tax foreclosed properties for the ordinance adopted in December and the issues before the Board today. Ms. Luther advised there has been discussion of performance criteria where a non-profit applicant would make clear to the County what it intends to do, how it would be financed and a condition wherein the title would revert back to the County if those obligations were unfulfilled after a certain period of time. Ms. Luther added that the matter is under active consideration by Larry Baxter, Cecile Pitts, Paul Yarborough and herself.

In response to a question of Chair McCoy, Ms. Luther explained that if a non-profit turns the property into low income housing and sells it to low income persons, those persons will begin paying property taxes but if it is turned into a child care center owned by the non-profit, the property will not go back on the tax rolls.

Commissioner Hansen noted that either way it would be a plus to get the property back on the tax rolls or to use it for non-profit purposes which add to the community.

Chair McCoy stated she will vote no on the resolution because although she supports the concept, she is uncomfortable supporting it before the legislation is enacted.

Commissioner Kelley stated that she is willing to support the concept and let the Legislators work on it knowing they will probably make some amendments and understanding that if it is adopted and approved by the State, each county will probably adopt their own administrative processes for the matter. Commissioner Kelley added that while not without complexities or problems, this is a wonderful idea which could benefit the community and that she fully intends to approve the resolution.

Commissioner Anderson stated she feels the County could monitor what comes out of the Legislature and pull back its support if they do not comply with the County resolution, so she feels the Board is not taking chances by voting in support of the resolution.

Chair McCoy stated that the Board needs to realize this legislation is not part of the County's legislative agenda and that she assumes the Board is suggesting that the County non-lobbyists follow this legislation, add Multnomah County to the list of sponsors and do whatever they can.

The amendment to R-7 was UNANIMOUSLY APPROVED.

RESOLUTION 91-19 was APPROVED with Commissioners Bauman, Anderson, Kelley and Hansen voting aye and Chair McCoy voting no.

R-8 Budget Modification MCSO #14 Authorizing Transfer of \$2,047 from Contingency to the Safety Action Team Budgets to Appropriate Expenditures to Match Donations Received for Safety Action Team Activities

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

R-9 Budget Modification MCSO #15 Authorizing Transfer of \$159,709 from Contingency to the Multnomah County Sheriffs Office Budget Appropriating Federal Marshal Revenue to Fund 4 Temporary Court Guards, a DUII Sergeant for OTSC Grant Match, and the Increased Cost of the City of Portland Identification Services Contract

Commissioner Kelley moved and Commissioner Hansen seconded, for approval of R-9.

Vice-Chair Bauman observed that according to the Budget office, the Sheriff's general fund expenditure forecast shows a projected surplus of \$488,000 in the materials and supplies account and asked why that money could not be used in the form of a budget modification.

Gary Walker, Sheriff's office, explained the Sheriff's budget people met with Dave Warren to go over that because the Sheriff's projections were completely different from those of the Budget office and that it was discovered some items were left off the straight line projections.

Larry Aab, Sheriff's office, explained the discrepancies were primarily \$205,000 for the ID contract which had not yet been paid and due to differences in the way the Budget office and Sheriff's office look at an audit requirement to budget for \$100,000 in flash money on an annual basis.

In response to Commissioner Anderson stating there was a commitment made earlier in the year to fund the OTSC money from within the Sheriff's budget and asking why was that not budgeted, Mr. Walker advised he was not aware of that commitment and that in speaking with the Chair's office it was felt it was such an important item there needed to be monies to make up the difference.

Commissioner Anderson responded that the Board thinks it is important but understood that it was to be made up within the Sheriff's budget.

Vice-Chair Bauman stated that when this matter came before the Board in November it was explicitly agreed this was important but that the Sheriff's office was to go back and scrutinize the Sheriff's budget and find the revenue for it.

Commissioner Anderson explained that this is not in the Sheriff's budget, that this request is for general fund contingency money which has nothing to do with the Sheriff's

Department and that it is her feeling that if it was to be generated out of the Sheriff's budget, that is where it ought to come from not from Marshal money which is general fund money.

In response to a question of Chair McCoy, Commissioner Anderson stated she wishes to clarify that the Board is being asked to authorize the expenditure of general fund contingency money, not Sheriff's Department money. Commissioner Anderson added that she supposes the County could say it needs money for child abuse, sell more Marshal beds and asked why the County needs 256 more beds at Inverness if it does not need those beds for County prisoners. Commissioner Anderson stated she believes there will be a problem once the Board starts talking about Marshal beds as exclusively Sheriff's Department money.

Mr. Walker responded that the Sheriff's Department does not feel the money is exclusively Department money and that over the years it has received a small portion of Marshal revenue. Mr. Walker indicated he believes the Department received \$98,000 from the \$1.6 million generated last year.

Vice-Chair Bauman discussed parallels with hypothetical requests from other departments and questioned whether the Board would tolerate them at this time. Vice-Chair Bauman stated that given the decisions the Board has to make to next week he believes it is intolerable to even consider this request, that the Board is being asked to set this as one of the highest priorities of the County right now for limited general fund dollars and that the request should be put off.

Commissioner Anderson asked whether court guards and the ID contracts were the County's highest priorities in the current cutback mode.

Chair McCoy stated that the Board is either going to support the Sheriff doing these things because it believes they are important or it is not and that she is satisfied this is an appropriate use of dollars generated by the Sheriff's office, that these are items which pertain to the Sheriff's office and that the request should be approved.

Commissioner Bauman stated that this strikes him as slush fund budgeting at its worst and that it would be setting this request above and beyond all other Board priorities.

Commissioner Hansen advised he feels that determining a County policy on Marshal beds and where the revenue goes is worthy of a long term discussion and that whether it is slush fund or innovative financing, it would be wise for the Board to clarify and refine the policies. Commissioner Hansen advised that he is considering this request based on the urgency of improving security at the Courthouse, that he feels the DUII sergeant is a high priority and that he is going to be pragmatic and move to get the immediate benefits of this request. Commissioner Hansen stated that at a later point he believes the Board should look at the long term implications of what to do with Marshal funds and the more in depth policy questions.

Commissioner Kelley agreed with Commissioner Hansen and added that one difference between the Marshal money and the giving up of the bed space is that the Board is in the position of

trusting the Sheriff's Department to say they are willing to make that sacrifice because they consider the public safety issues are serious ones, advising she is willing to support this request.

Vice-Chair Bauman stated it appears that the Sheriff is saying that this is a high enough priority to sell some jail beds but lower than any other dollars he expends and that he is unwilling to rearrange his priorities in order to take care of public safety issues and that the Board will have to make those decisions. Vice-Chair Bauman explained that public safety was put at risk because two people bolted from the Courthouse last month and that traditionally the response would have been to give more money to the Sheriff's Department, which is a luxury the County can no longer afford, stating the County must demand that every mechanism is utilized to determine whether its security guards are most effectively used and in the right positions at the right time. Vice-Chair Bauman advised that the decisions the Board makes today and next week are going to decrease public safety in many ways and that while no one in the community was injured by either bolter, in that same time over 30 drug affected babies were born in the County. Vice-Chair Bauman added that if the Board approves this it will put an incredible pall over discussions next week and will say for some people business as usual, while the poorest, unhealthiest and most at risk will suffer as usual.

R-9 was APPROVED with Commissioners Kelley, Hansen and McCoy voting aye and Commissioners Anderson and Bauman voting no.

R-10 Budget Modification MCSO #16 Authorizing Transfer of \$19,955 from Contingency to the Multnomah County Sheriffs Office Budget to Fund Deputy Overtime Coverage for Motion Picture and Television Productions

UPON MOTION of Commissioner Anderson, seconded by Commissioner Kelley, R-10 was UNANIMOUSLY APPROVED.

R-11 Budget Modification DCC #6 Authorizing Transfer of \$15,000 of County Assessment Funds from General Fund Contingency to the Facilities Management Budget to Fund Unbudgeted Costs of Remodeling Parole and Probation Facility

Commissioner Hansen moved and Commissioner Kelley seconded, for approval of R-11.

Commissioner Anderson stated that while she feels this is a worthwhile and needed activity, she is going to vote against it because contingency money was not to be used for remodeling.

Chair McCoy explained that it was a good season for construction and costs went up due to circumstances beyond anyone's control.

R-11 was APPROVED with Commissioners Kelley, Hansen and McCoy voting aye and Commissioners Anderson and Bauman voting no.

R-12 Budget Modification DGS #4 Authorizing Transfer of \$26,450 from General Fund Contingency to the Finance Division to Fund Costs Incurred in Association with Preparation of Certificates of Participation Documents and Legal Counsel

UPON MOTION of Commissioner Kelley, seconded by Commissioner Hansen, R-12 was UNANIMOUSLY APPROVED.

R-13 Budget Modification DGS #5 Authorizing Transfer of \$32,620 from General Fund Contingency to the Employee Services Division for Funding to Establish a 9 Month City/County Joint Program to Provide Outplacement Assistance to Employees Impacted by Budget Cuts

UPON MOTION of Commissioner Bauman, seconded by Commissioner Kelley, R-13 was UNANIMOUSLY TABLED.

Vice-Chair Bauman stated that in tabling this matter he hopes there is no signal that if the County gets to the point of cutoffs the County does not want to be as helpful as possible with its employees but he feels this is just too soon and not necessarily the right plan.

In response to a question of Chair McCoy, Commissioner Kelley reported that some of the communications systems have not yet been put in place and although it has a lot merit, she believes the program could be done less expensively, more efficiently and more effectively if stronger partnerships are developed.

In response to a question of Commissioner Anderson as to whether anything was said about partnership with the State, Commissioner Kelley reported that the Employment Office and the Dislocated Worker's Project could and should be involved and that the County could submit an application to the Federal government to fund long term re-training of some County employees. Commissioner Kelley advised that the proposals to develop a first phase program to provide help with resumes for people who will be able to secure future employment quickly and easily and developing second and third phase programs for those who will have more difficulty needs to be given time for further thought.

Chair McCoy directed Employee Services Division Manager Curtis Smith to go back to the drawing board and take this into consideration and stated she hopes something will materialize before July 1.

There being no further business, the meeting was adjourned at 10:33 a.m.

OFFICE OF THE BOARD CLERK
for MULTNOMAH COUNTY, OREGON

By DEBORAH C. ROGERS

ANNOTATED MINUTES

Tuesday, February 12, 1991 - 9:30 AM
Multnomah County Courthouse, Room 602

BOARD BRIEFINGS

1. Status Report on the Current Westside Light Rail Work Program, with Explanation of the Expedited Approval Process for Consideration of the "Preferred Alternative" Alignment. Presented by Tri-Met Staff.

MULTNOMAH COUNTY LAND USE PLANNING DIRECTOR, SCOTT PEMBLE INTRODUCED TRI-MET GENERAL MANAGER, BOB POST AND TUCK WILSON WHO IS ON LOAN TO TRI-MET FROM THE PORT OF PORTLAND TO WORK ON THIS PROJECT. MR. POST EXPLAINED THE STATUS REPORT. MR. PEMBLE ADVISED THAT A RESOLUTION TO ADOPT THE RECOMMENDATIONS WOULD BE BEFORE THE BOARD ON APRIL 4, 1991.

2. Task Force on Child Abuse Report, with Priorities and Funding Strategies for County, State and Federal Governments and Private Business. Presented by Helen Smith and David Fuks, Task Force Co-Chairs.

CO-CHAIRS DAVID FUKS AND HELEN SMITH EXPLAINED THE TASK FORCE ON CHILD ABUSE REPORT. MR. FUKS ACKNOWLEDGED STAFF ASSISTANT TO COMMISSIONER ANDERSON, BILL FARVER AND STAFF ASSISTANT TO COMMISSIONER BAUMAN, KAREN BELSEY FOR ALL THE HARD WORK THEY HAVE DONE ON THIS PROJECT.

3. Update on Salem Legislative Session. Presented by Fred Neal, Multnomah County Intergovernmental Relations Officer.

FRED NEAL WITH HOWARD KLINK PRESENTED AND EXPLAINED THE SALEM LEGISLATIVE SESSION WITH A LISTING OF MULTNOMAH COUNTY PRIORITY BILLS. MR. NEAL WILL BE SCHEDULED TO BRIEF THE BOARD ON A REGULAR BASIS OF EVERY TWO WEEKS OR EARLIER IF NEEDED.

Tuesday, February 12, 1991 - 1:30 PM
Multnomah County Courthouse, Room 602

AGENDA REVIEW

4. Review of Agenda for Regular Meeting of February 14, 1991

R-5 CHAIR MCCOY INTRODUCED AN AMENDED ORDINANCE TO BE CONSIDERED FOR APPROVAL DURING THURSDAY'S REGULAR MEETING.

R-7 DIANE LUTHER, STAFF ASSISTANT TO COMMISSIONER ANDERSON, PRESENTED A RESOLUTION FOR THE PURPOSE OF ENDORSING LEGISLATION ALLOWING COUNTIES TO MAKE PROPERTIES AVAILABLE FOR LOW

INCOME HOUSING AND OTHER PURPOSES TO BE
CONSIDERED FOR APPROVAL DURING THURSDAY'S
REGULAR MEETING.

Wednesday, February 13, 1991 - 11:30 AM
Multnomah County Courthouse, Room 602

PUBLIC HEARING

1. Review, Discussion and Public Hearing on the Pending
\$2,190,540 Supplemental Budget. Conducted by the Tax
Supervising & Conservation Commission

COUNTY COMMISSIONERS PAULINE ANDERSON, SHARRON
KELLEY AND GARY HANSEN AND BUDGET OFFICER DAVE
WARREN DISCUSSED THE SUPPLEMENTAL BUDGET WITH
TAX SUPERVISING & CONSERVATION COMMISSIONERS
THOMAS HATFIELD, OLIVER NORVILL AND JOSEPH
LABIDIE AND ADMINISTRATIVE OFFICER GILBERT
GUTJAHR.

Thursday, February 14, 1991 - 9:30 AM
Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

NON-DEPARTMENTAL

- C-1 In the Matter of the Reappointment of Harold McLaurin to
the Expo Center Advisory Board for a Term Expiring
December, 1993

APPROVED.

- C-2 In the Matter of the Appointments of Michael Williams,
David Soloos, Lanita Duke, Robin Bloomgarden and Patricia
Bozanich to the Citizen Involvement Committee for Terms
Expiring February, 1993

APPROVED.

- C-3 In the Matter of the Appointment of Richard Pomeroy to the
Department of Community Corrections Citizen Budget Advisory
Committee for a Term Expiring September, 1991

APPROVED.

- C-4 In the Matter of the Appointment of Paul Eisenberg to the
Department of General Services Citizen Budget Advisory
Committee for a Term Expiring September, 1992

APPROVED.

REGULAR AGENDA

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-1 RESOLUTION in the Matter of Recommending Approval of the Multnomah County Bicycle Capital Improvement Plan: July 1991 - June 1995

RESOLUTION 91-18 APPROVED.

- R-2 Ratification of an Intergovernmental Agreement Between Multnomah County and the City of Portland to Provide Funding for the Fair Housing Officer to Conduct Fair Housing Initiatives Program Activities

APPROVED.

DEPARTMENT OF HUMAN SERVICES

AGING SERVICES AND JUVENILE JUSTICE DIVISIONS

- R-3 Ratification of a Lease Agreement Between Multnomah County and the State of Oregon for Relocation of the West Branch of Aging Services Division to 1430 SW Broadway

APPROVED.

HEALTH SERVICES AND SOCIAL SERVICES DIVISIONS

- R-4 Budget Modification DHS #21 Authorizing Transfer of State Refugee Screening Funds from Temporary to Permanent within the Health Division Budget to Create a Translation Services Coordinator Position in the International Health Center

APPROVED.

NON-DEPARTMENTAL

- R-5 Second Reading and Possible Adoption of an ORDINANCE Amending Multnomah County Code Chapter 7.70.300 to Allow the Transfer of Unclaimed Property to Other Governmental Agencies in Addition to the County

COUNTY COUNSEL WAS DIRECTED TO RESEARCH AND PREPARE A MORE COMPREHENSIVE AMENDMENT TO THE COUNTY CODE. SECOND READING CONTINUED TO THURSDAY, MARCH 14, 1991.

- R-6 Second Reading and Possible Adoption of an ORDINANCE Transferring the Budget Office from the Department of General Services to the Office of the Chair and Assigning the Affirmative Action Office to the Office of the Chair

ORDINANCE 675 APPROVED.

- R-7 Request for Board Approval in the Matter of Pending Legislation: (1) Authorizing Political Subdivisions to Transfer Properties Without Consideration to Non-Profit,

Public and Municipal Corporations for Housing and Social Services; and (2) Authorizing Political Subdivisions to Forgive Back Taxes when Properties are Donated to Non-Profit, Public and Municipal Corporations for Housing and Social Services

THE BOARD APPROVED AN AMENDMENT TO THE PROPOSED RESOLUTION SUBMITTED AT TUESDAY'S BRIEFING AND APPROVED RESOLUTION 91-19 FOR THE PURPOSE OF ENDORSING LEGISLATION ALLOWING COUNTIES TO MAKE PROPERTIES AVAILABLE FOR LOW INCOME HOUSING AND OTHER PURPOSES

CONTINGENCY REQUESTS

JUSTICE SERVICES

SHERIFF'S OFFICE

- R-8 Budget Modification MCSO #14 Authorizing Transfer of \$2,047 from Contingency to the Safety Action Team Budgets to Appropriate Expenditures to Match Donations Received for Safety Action Team Activities

APPROVED.

- R-9 Budget Modification MCSO #15 Authorizing Transfer of \$159,709 from Contingency to the Multnomah County Sheriffs Office Budget Appropriating Federal Marshal Revenue to Fund 4 Temporary Court Guards, a DUII Sergeant for OTSC Grant Match, and the Increased Cost of the City of Portland Identification Services Contract

APPROVED.

- R-10 Budget Modification MCSO #16 Authorizing Transfer of \$19,955 from Contingency to the Multnomah County Sheriffs Office Budget to Fund Deputy Overtime Coverage for Motion Picture and Television Productions

APPROVED.

COMMUNITY CORRECTIONS

- R-11 Budget Modification DCC #6 Authorizing Transfer of \$15,000 of County Assessment Funds from General Fund Contingency to the Facilities Management Budget to Fund Unbudgeted Costs of Remodeling Parole and Probation Facility

APPROVED.

DEPARTMENT OF GENERAL SERVICES

- R-12 Budget Modification DGS #4 Authorizing Transfer of \$26,450 from General Fund Contingency to the Finance Division to Fund Costs Incurred in Association with Preparation of Certificates of Participation Documents and Legal Counsel

APPROVED.

DEPARTMENT OF GENERAL SERVICES

- R-13 Budget Modification DGS #5 Authorizing Transfer of \$32,620 from General Fund Contingency to the Employee Services Division for Funding to Establish a 9 Month City/County Joint Program to Provide Outplacement Assistance to Employees Impacted by Budget Cuts

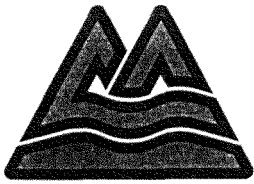
TABLED.

Thursday, February 14, 1991 - 10:30 AM
Multnomah County Courthouse, Room 602

EXECUTIVE SESSION

1. Pursuant to ORS 192.660(1)(d), the Multnomah County Board of Commissioners will meet in Executive Session for the Purpose of Labor Negotiator Consultation

EXECUTIVE SESSION HELD.



MULTNOMAH COUNTY OREGON

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

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

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

FEBRUARY 11 - 15, 1991

Tuesday, February 12, 1991 - 9:30 AM - Board Briefings. . .Page 2
Tuesday, February 12, 1991 - 1:30 PM - Agenda Review. . .Page 2
Wednesday, February 13, 1991 - 11:30 AM - Public Hearing. .Page 2
Tax Supervising & Conservation Commission
Thursday, February 14, 1991 - 9:30 AM - Regular Meeting . .Page 3
Thursday, February 14, 1991 - 10:30 AM - Executive Session. Page 5

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

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

Tuesday, February 12, 1991 - 9:30 AM

Multnomah County Courthouse, Room 602

BOARD BRIEFINGS

1. Status Report on the Current Westside Light Rail Work Program, with Explanation of the Expedited Approval Process for Consideration of the "Preferred Alternative" Alignment. Presented by Tri-Met Staff. (9:30 - 10:15 TIME CERTAIN)
 2. Task Force on Child Abuse Report, with Priorities and Funding Strategies for County, State and Federal Governments and Private Business. Presented by Helen Smith and David Fuks, Task Force Co-Chairs. (10:15 - 11:00 TIME CERTAIN)
 3. Update on Salem Legislative Session. Presented by Fred Neal, Multnomah County Intergovernmental Relations Officer. (11:00 - 11:20 TIME CERTAIN)
-

Tuesday, February 12, 1991 - 1:30 PM

Multnomah County Courthouse, Room 602

AGENDA REVIEW

4. Review of Agenda for Regular Meeting of February 14, 1991
-

Wednesday, February 13, 1991 - 11:30 AM

Multnomah County Courthouse, Room 602

PUBLIC HEARING

1. Review, Discussion and Public Hearing on the Pending \$2,190,540 Supplemental Budget. Conducted by the Tax Supervising & Conservation Commission
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Thursday, February 14, 1991 - 9:30 AM

Multnomah County Courthouse, Room 602

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DEPARTMENT OF HUMAN SERVICES

AGING SERVICES AND JUVENILE JUSTICE DIVISIONS

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HEALTH SERVICES AND SOCIAL SERVICES DIVISIONS

- R-4 Budget Modification DHS #21 Authorizing Transfer of State Refugee Screening Funds from Temporary to Permanent within the Health Division Budget to Create a Translation Services Coordinator Position in the International Health Center

NON-DEPARTMENTAL

- R-5 Second Reading and Possible Adoption of an ORDINANCE Amending Multnomah County Code Chapter 7.70.300 to Allow the Transfer of Unclaimed Property to Other Governmental Agencies in Addition to the County
- R-6 Second Reading and Possible Adoption of an ORDINANCE Transferring the Budget Office from the Department of General Services to the Office of the Chair and Assigning the Affirmative Action Office to the Office of the Chair
- R-7 Request for Board Approval in the Matter of Pending Legislation: (1) Authorizing Political Subdivisions to Transfer Properties Without Consideration to Non-Profit, Public and Municipal Corporations for Housing and Social Services; and (2) Authorizing Political Subdivisions to Forgive Back Taxes when Properties are Donated to Non-Profit, Public and Municipal Corporations for Housing and Social Services

CONTINGENCY REQUESTS

JUSTICE SERVICES

SHERIFF'S OFFICE

- R-8 Budget Modification MCSO #14 Authorizing Transfer of \$2,047 from Contingency to the Safety Action Team Budgets to Appropriate Expenditures to Match Donations Received for Safety Action Team Activities
- R-9 Budget Modification MCSO #15 Authorizing Transfer of \$159,709 from Contingency to the Multnomah County Sheriffs Office Budget Appropriating Federal Marshal Revenue to Fund 4 Temporary Court Guards, a DUII Sergeant for OTSC Grant Match, and the Increased Cost of the City of Portland Identification Services Contract
- R-10 Budget Modification MCSO #16 Authorizing Transfer of \$19,955 from Contingency to the Multnomah County Sheriffs Office Budget to Fund Deputy Overtime Coverage for Motion Picture and Television Productions

COMMUNITY CORRECTIONS

- R-11 Budget Modification DCC #6 Authorizing Transfer of \$15,000 of County Assessment Funds from General Fund Contingency to the Facilities Management Budget to Fund Unbudgeted Costs of Remodeling Parole and Probation Facility

DEPARTMENT OF GENERAL SERVICES

- R-12 Budget Modification DGS #4 Authorizing Transfer of \$26,450 from General Fund Contingency to the Finance Division to Fund Costs Incurred in Association with Preparation of Certificates of Participation Documents and Legal Counsel

CONTINGENCY REQUESTS - continued

DEPARTMENT OF GENERAL SERVICES

- R-13 Budget Modification DGS #5 Authorizing Transfer of \$32,620 from General Fund Contingency to the Employee Services Division for Funding to Establish a 9 Month City/County Joint Program to Provide Outplacement Assistance to Employees Impacted by Budget Cuts
-

Thursday, February 14, 1991 - 10:30 AM

Multnomah County Courthouse, Room 602

EXECUTIVE SESSION

1. Pursuant to ORS 192.660(1)(d), the Multnomah County Board of Commissioners will meet in Executive Session for the Purpose of Labor Negotiator Consultation
-



GLADYS McCOY, Multnomah County Chair

Room 134, County Courthouse
1021 S.W. Fourth Avenue
Portland, Oregon 97204
(503) 248-3308

M E M O R A N D U M

TO: Board of County Commissioners
Department Managers
Auditor
District Attorney
Sheriff
Clerk of the Board

FROM: Gladys McCoy *G. McCoy*
County Chair

DATE: February 4, 1991

RE: Absences

BOARD OF
COUNTY COMMISSIONERS
1991 FEB - 5 AM 9:23
MULTNOMAH COUNTY
OREGON

I will attend the "Building A Common Agenda for America's Youth" conference in Racine, Wisconsin February 15-17. I will leave for the airport after the formal board meeting, Thursday, February 14. I will return to the office on Tuesday, February 19.

I will go to Washington, D.C. to attend the HOME and HOPE seminar March 14 and the 1991 NACO Legislative Conference March 16-19. I will attend the Tuesday, March 12 board meetings, but will be out of town Thursday, March 14 and Tuesday, March 19. I will return to the office on Wednesday, March 20.

Meeting Date: FEB 14 1991

Agenda No.: C-1 then C-4

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Appointments

BCC Informal _____ (date) BCC Formal 2/14/91 (date)

DEPARTMENT Nondepartmental DIVISION County Chair's Office

CONTACT Judy Boyer TELEPHONE X-3308

PERSON(S) MAKING PRESENTATION _____

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: _____

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

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

See Attached

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Gladys Mcay

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

1991 FEB 14 11:42 AM
CLERK OF COUNTY COMMISSION
CLERK OF COUNTY COMMISSION

Re-appointment of Harold McLaurin to the Expo Center
Advisory Board. Term expires 12/93

Appointment of Michael Williams, David Soloos, Lanita Duke,
Robin Bloomgarden and Patricia Bozanich to the Citizen
Involvement Committee. Term expires 2/93.

Appointment of Richard Pomeroy to the Dept of Community
Corrections Citizen Budget Advisory Committee. Term Expires
9/91.

Appointment of Paul Eisenberg to the Dept of General
Services Citizen Budget Advisory Committee. Term expires
9/92.

**INTEREST FORM FOR MULTNOMAH COUNTY
CITIZEN INVOLVEMENT COMMITTEE**

In order for the Multnomah County Commission to assess more thoroughly the qualifications of persons interested in serving on the Citizen Involvement Committee, you are requested to fill out this interest form. Please feel free to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, affiliations, etc.

We consider information from Sections I through III public, and it may be used in press releases announcing appointments.

NAME OF NOMINATING GROUP: Peninsula Neighbors and the University Park

SECTION I

Neighborhood Organization

NAME: DAVID SOLOOS HOME PHONE: 289-0862

ADDRESS: 5254 N. Princeton St. WORK PHONE: 226-6151 x 208

Is your residence located in Multnomah County? yes

YES xx NO

SECTION II

Why are you interested in serving on the Multnomah County Citizen Involvement Committee?

Because I have a great interest in participatory democracy and

experience disseminating information through the creation of a
committee at ^{an} area non-profit organization where we developed
a Speaker's Bureau. I am also interested in the issues facing everyone.

SECTION III

Please list three volunteer/civic activities:

ORGANIZATION: 1. Hospice House DATE: 1988-1989
2. Hospice House DATE: 1990-present
3. Univ. Park Neighborhood Assoc. DATE: 1991

RESPONSIBILITIES: 1) Chair, Promotional Development Committee: developed
a Speaker's Bureau and promoted Hospice House;

2) Chair, Community Education Committee: currently involved in restructuring
Hospice House and the Committee's new role in that; ...

SECTION IV

Please list the name, address and telephone numbers of two people who may be contacted as references. Please name those who know about your interests and qualifications to serve on the Citizen Involvement Committee:

Carla Starrett-Bigg, Dev. Dir. of Hospice House 244-7890

Linda Downey, Exec. Dir. of Hospice House 244-7890

SECTION V

Please state any potential conflicts of interest between private life and public service which might result from service on the Citizen Involvement Committee:

None

SECTION VI

In order to assist Multnomah County in meeting affirmative action goals, additional information is requested of you. This section is voluntary and will remain confidential.

BIRTH DATE: Month 7 Day 27 Year 58 SEX: Female Male XX

ETHNIC ORIGIN: Asian Black Hispanic

Native American White XX

My signature affirms that all information is true to the best of my knowledge. 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 the Citizen Involvement Committee, may result in my dismissal from that Committee.

Signature: David Solow Date: 01/07/91

**INTEREST FORM FOR MULTNOMAH COUNTY
CITIZEN INVOLVEMENT COMMITTEE**

In order for the Multnomah County Commission to assess more thoroughly the qualifications of persons interested in serving on the Citizen Involvement Committee, you are requested to fill out this interest form. Please feel free to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, affiliations, etc.

We consider information from Sections I through III public, and it may be used in press releases announcing appointments.

NAME OF NOMINATING GROUP: DA CBAC

SECTION I

NAME: Michael L. Williams HOME PHONE: 771-7254

ADDRESS: 3807 SE Harold WORK PHONE: 295-2924
Portland OR 97202

Is your residence located in Multnomah County?

YES X NO

SECTION II

Why are you interested in serving on the Multnomah County Citizen Involvement Committee?

I have been interested in local government for 15
years; I wrote my law school thesis on home rule;
I have been chair of the DA CBAC for 3 years.

SECTION III

Please list three volunteer/civic activities:

ORGANIZATION: 1. Mult. Co. DA CBAC DATE: 1988-91

2. Eugene School Board DATE: 1982-86

3. Lane County Budget Committee DATE: 1980-82

RESPONSIBILITIES: I was chair of the Eugene School Board
1984-86; On the Lane County Budget Committee there were
only 5 citizen members and we considered the whole County.

SECTION IV

Please list the name, address and telephone numbers of two people who may be contacted as references. Please name those who know about your interests and qualifications to serve on the Citizen Involvement Committee:

Michael Schrank - D.A., 248-3162

Dick Levy, 2611 NE 17th, 281-9507

SECTION V

Please state any potential conflicts of interest between private life and public service which might result from service on the Citizen Involvement Committee:

None that I can think of, other than my
lawyer's interest in the courts.

SECTION VI

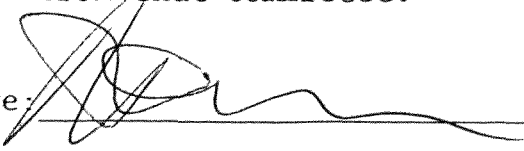
In order to assist Multnomah County in meeting affirmative action goals, additional information is requested of you. This section is voluntary and will remain confidential.

BIRTH DATE: Month 7 Day 30 Year 47 SEX: Female Male ✓

ETHNIC ORIGIN: Asian Black Hispanic

Native American White ✓

My signature affirms that all information is true to the best of my knowledge. 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 the Citizen Involvement Committee, may result in my dismissal from that Committee.

Signature: 

Date: 1/2/91

**INTEREST FORM FOR MULTNOMAH COUNTY
CITIZEN INVOLVEMENT COMMITTEE**

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We consider information from Sections I through III public, and it may be used in press releases announcing appointments.

NAME OF NOMINATING GROUP: Northeast Coalition of Neighborhoods

SECTION I

NAME: Lanita Duke HOME PHONE: 287-9074

ADDRESS: P. O. Box 12289 WORK PHONE: 287-9074

Portland, OR

Is your residence located in Multnomah County?

YES XX NO

SECTION II

Why are you interested in serving on the Multnomah County Citizen Involvement Committee?

Representing my neighborhood ensuring diverse voices are heard

SECTION III

Please list three volunteer/civic activities:

ORGANIZATION: 1. Mult. County Legal Aid DATE: 1987-Present

2. Budget Advisory Committee DATE: 1987-89

3. KBOO Radio DATE: 1980-Present

RESPONSIBILITIES: Oversee Legal Aid standards and by-laws to clients and
legal services corporation in Washington, D. C. Expanded budget for
neighborhood Office. Agitate for social change.

SECTION IV

Please list the name, address and telephone numbers of two people who may be contacted as references. Please name those who know about your interests and qualifications to serve on the Citizen Involvement Committee:

Ronnie Herndon - 289-3366

Edna Robertson - 823-4575

SECTION V

Please state any potential conflicts of interest between private life and public service which might result from service on the Citizen Involvement Committee:

Not aware of any.

SECTION VI

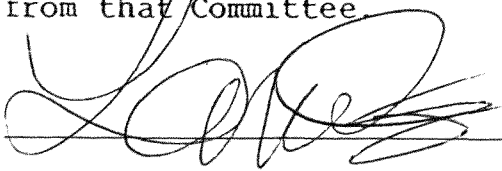
In order to assist Multnomah County in meeting affirmative action goals, additional information is requested of you. This section is voluntary and will remain confidential.

BIRTH DATE: Month 3 Day 24 Year 58 SEX: Female x Male

ETHNIC ORIGIN: Asian Black X Hispanic

Native American White

My signature affirms that all information is true to the best of my knowledge. 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 the Citizen Involvement Committee, may result in my dismissal from that Committee.

Signature: 

Date: 1-18-91

**INTEREST FORM FOR MULTNOMAH COUNTY
CITIZEN INVOLVEMENT COMMITTEE**

In order for the Multnomah County Commission to assess more thoroughly the qualifications of persons interested in serving on the Citizen Involvement Committee, you are requested to fill out this interest form. Please feel free to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, affiliations, etc.

We consider information from Sections I through III public, and it may be used in press releases announcing appointments.

NAME OF NOMINATING GROUP: _____

SECTION I

NAME: Robin Bloomgarden HOME PHONE: 284-3412

ADDRESS: 4316 NE 76th Ave WORK PHONE: _____

P.O. Box 4086 PDX 97208 - Mailing

Is your residence located in Multnomah County?

YES X NO _____

SECTION II

Why are you interested in serving on the Multnomah County Citizen Involvement Committee?

I know that it is important to have steady, regular, citizen involvement in the CIC and CBAC's. I care very much about what happens to Portland and want to be involved.

SECTION III

Please list three volunteer/civic activities:

ORGANIZATION: 1. Christic Institute NW DATE: 87' - Present
2. NW Environmental Advocates DATE: 88' - Present
3. Common Cause DATE: 78' - Present

RESPONSIBILITIES: Mostly letter writing, calling reps + other members during alerts, mailings, manning tables, collecting money at events, helping with moving, etc.

SECTION IV

Please list the name, address and telephone numbers of two people who may be contacted as references. Please name those who know about your interests and qualifications to serve on the Citizen Involvement Committee:

Nina Bell (NWEA) 408 SW 2nd Ave, PDX #406 97204 295-0490
Kaye Reid (Christic) 1303 SE Madison, PDX 97214 236-0355

SECTION V

Please state any potential conflicts of interest between private life and public service which might result from service on the Citizen Involvement Committee:

As long as the meetings are on a regular schedule
I see no problem getting to the meetings.

SECTION VI

In order to assist Multnomah County in meeting affirmative action goals, additional information is requested of you. This section is voluntary and will remain confidential.

BIRTH DATE: Month 10 Day 20 Year 52 SEX: Female X Male

ETHNIC ORIGIN: Asian Black Hispanic

Native American White X

My signature affirms that all information is true to the best of my knowledge. 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 the Citizen Involvement Committee, may result in my dismissal from that Committee.

Signature: Robi B Date: 11/29/90

**INTEREST FORM FOR MULTNOMAH COUNTY
CITIZEN INVOLVEMENT COMMITTEE**

In order for the Multnomah County Commission to assess more thoroughly the qualifications of persons interested in serving on the Citizen Involvement Committee, you are requested to fill out this interest form. Please feel free to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, affiliations, etc.

We consider information from Sections I through III public, and it may be used in press releases announcing appointments.

NAME OF NOMINATING GROUP: Livingston Community Association

SECTION I

NAME: LATRICIA BOZANICK HOME PHONE:

ADDRESS: 2406 N.E. 17th WORK PHONE: 282-3815

Portland, OR 97212

Is your residence located in Multnomah County?

YES ✓ NO

SECTION II

Why are you interested in serving on the Multnomah County Citizen Involvement Committee?

I believe that citizens can, should & must make both their concerns and their ideas for solutions known to County Officials and decision-makers; the CIC provides a forum for that to happen. I have served as Co-Chair of the Auditor's CBAC & wish to expand my involvement.

SECTION III

Please list three volunteer/civic activities:

ORGANIZATION: 1. Auditor's CBAC DATE: 10/89 - present

2. Neighborhood Facilitator Group DATE: 7/88 - present

3. Better Business Bureau DATE: 4/88 - present

RESPONSIBILITIES: 2. Co-Chair; 2. Founding member; meeting planning & facilitation; 3. Arbitrator of CCR complaints & small claims disputes

SECTION IV

Please list the name, address and telephone numbers of two people who may be contacted as references. Please name those who know about your interests and qualifications to serve on the Citizen Involvement Committee:

Dick Levy 2611 N.E. 17th, 282-3807
John Moore 2408 N.E. 12th, 282-2769

SECTION V

Please state any potential conflicts of interest between private life and public service which might result from service on the Citizen Involvement Committee:

None

SECTION VI

In order to assist Multnomah County in meeting affirmative action goals, additional information is requested of you. This section is voluntary and will remain confidential.

BIRTH DATE: Month 10 Day 10 Year 52 SEX: Female ☒ Male ☐

ETHNIC ORIGIN: Asian ☐ Black ☐ Hispanic ☐

Native American ☐ White ☒

My signature affirms that all information is true to the best of my knowledge. 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 the Citizen Involvement Committee, may result in my dismissal from that Committee.

Signature: Roberta Branner Date: 12/2/90

MULTNOMAH COUNTY CITIZEN INVOLVEMENT COMMITTEE
VOLUNTEER INTEREST FORM

DH CB AC

NAME RICHARD M. POMEROY

HOME ADDRESS 2211 S.W. 1st Ave., ^{#1304} PORTLAND 97201

PLACE OF EMPLOYMENT Residence

OCCUPATION Book publisher -- WRITER -- FORESTER

HOME PHONE (503) 223-4285 WORK PHONE —

VOLUNTEER/BOARD/COMMITTEE EXPERIENCE Board - Fred Furch Youth Center, Allied Fellowship (1/2 way house for convicts), UNITAS (Campus ministry), Ecumenical Chaplaincy to the Homeless -- all in the Oakland/Berkeley, CA area. Numerous others in the PORTLAND Area
OTHER RELATED EXPERIENCE

Peace Corps Volunteer, DOMINICAN Republic (86-87),

Director Wolf CR. Job Corps Conservation Center, Glendale, OR
Director Personnel for U.S. Forest Service in California for 10 yrs.

AREAS OF INTEREST:

Human Services <u>1</u>	Youth <u>2</u>
Education Justice Services	Aging
Environmental Services	Health
Planning, Development	Education
Facilities, Transportation	Other

OPTIONAL: Age 63 Sex M
Ethnicity: African American Native American
Hispanic Asian/Pacific Islander White ☒

PLEASE LIST NAME, ADDRESS AND TELEPHONE NUMBER OF TWO REFERENCES:

- Martin Gohlke, 6100 Concord St., PORTLAND 97219 ²⁴⁶⁻⁹⁸³⁶
- WARREN Post, 2429 NE 144th Ave., PORTLAND 97230 ²⁵¹⁻⁸⁵³⁰

WOULD YOU HAVE A POTENTIAL CONFLICT OF INTEREST WITH ANY COUNTY DEPARTMENT? No

SIGNATURE Richard M. Pomeroy

Please mail to: OFFICE OF CITIZEN INVOLVEMENT
2115 S.E. MORRISON STREET,
PORTLAND, OREGON 97214
Telephone: 248-3450

when I moved here in the '80's

Meeting Date FEB 14 1991

Agenda No.: R-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Bicycle Capital Improvement Plan

BCC Informal January 15, 1991 BCC Formal January 17, 1991
(date) (date)

DEPARTMENT Environmental Services DIVISION Transportation

CONTACT Ed Pickering TELEPHONE 248-5050

PERSON(S) MAKING PRESENTATION Ed Pickering

ACTION REQUESTED:

/ INFORMATIONAL ONLY / POLICY DIRECTION /X APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 10 minutes

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

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

An adopted Bicycle Capital Improvement Plan is specified in Policy 33C of the County Comprehensive Framework Plan. Community input and project evaluation were achieved through citizen task forces. The recommended capital improvement program schedules the allocation of county bicycle funds through FY 1994-95 to systematically improve and expand the county bikeway network.

2/15/91 copy to ED (If space is inadequate, please use other side)
Pickering

SIGNATURES:

ELECTED OFFICIAL

Or

DEPARTMENT MANAGER

(All accompanying documents must have required signature)

3706V/8444V

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1991 FEB -6 PM 1:45

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

In the Matter of Recommending Approval of)
the Multnomah County Bicycle Capital)
Improvement Plan: July 1990 - June 1995)

R E S O L U T I O N
91-18

WHEREAS, the Board of County Commissioners recognizes the need to develop a comprehensive system of bikeways, fostering safe and convenient bicycle travel within the county balanced transportation system; and

WHEREAS, a unified approach to long-range facilities planning and capital improvement programming is a county goal; and

WHEREAS, Comprehensive Framework Plan Policy 32 states that it is county policy to establish and schedule the provision of new bikeway facilities, as designated on the Bicycle Capital Improvement Plan map; and

WHEREAS, Multnomah County Transportation Division undertook in 1990, an extensive and timely review and analysis of the Multnomah County bikeway system; and

WHEREAS, a countywide Bicycle Planning Task Force and a Sauvie Island Bicycle Planning Task Force were formed of concerned citizens to assist in that review and analysis; and

WHEREAS, the Multnomah County Bicycle Capital Improvement Plan utilized an evaluative process to select and prioritize bicycle capital projects for development, that will maximize the use of county resources; and

WHEREAS, all affected local regional and state governmental agencies have been contacted in order to assure development of a coordinated, countywide bicycle network; and

WHEREAS, the Multnomah County Bicycle Capital Improvement Plan will be revised biannually in order that the most necessary bikeway improvements can be funded and developed in timely fashion;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approve the Multnomah County Bicycle Capital Improvement Plan: July 1990 - June 1995

ADOPTED this 14th day of February, 1991.



MULTNOMAH COUNTY, OREGON

By Gladys McCoy
Gladys McCoy
Multnomah County Chair

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By John L. DuBay
X/4/91/DRAFT 2
8189V



BICYCLE CAPITAL IMPROVEMENT PLAN

MULTNOMAH COUNTY, OREGON



July, 1990 - June, 1995



PREPARED BY

Multnomah County

Department of Environmental Services

Transportation Division

August, 1990

BICYCLE CAPITAL IMPROVEMENT PLAN

MULTNOMAH COUNTY, OREGON

July, 1990 - June, 1995



PREPARED BY

Multnomah County

Department of Environmental Services

Transportation Division

August, 1990

ACKNOWLEDGEMENTS

The Bicycle Capital Improvement Plan for Multnomah County was developed by the Operations and Planning Section (Manager, Susie Lahsene) in the Transportation Division (Director, Larry Nicholas) of the Department of Environmental Services (Director, Paul Yarborough).

It is the result of the efforts of the following staff members and citizens involved in the planning process.

Plan Development and Preparation

Susie Lahsene
Scott Pemble
Ed Pickering
Anndy Wiselogle

Technical Assistance

Terry Howard
Velda Howell
Don Newell
Mike Phillips

Bicycle Master Plan Task Force

Ron Bogh
Jef Kaiser
Bruce Kwasney
Jeff Smith
Eric Tschuy

Sauvie Island Bicycle Task Force

Jane Brunner
Jane Hartline
Julie Holmason
Donna Matrazzo
Mary Schick

Multnomah County
Bicycle Capital Improvement Plan
July 1990 - June 1995

TABLE OF CONTENTS

Introduction.	1
Selection Process for 1990-94 Bike CIP Projects	3
Process for Ranking Bike CIP Projects	6
Bike CIP Candidate Projects	9
Revenue and Budget Forecast	11
Implementing the Bicycle CIP Projects	12
Project Detail Maps and Descriptions.	14

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I. Inventory of Planned Bike Facilities.	27
II. Roads with High Rates of Bicycle Accidents.	41
III. Chart for Ranking Bike CIP Projects	42

INTRODUCTION

The Multnomah County Bicycle Master Plan includes 153 miles of bikeways, of which only 12% are now existing. Projected funding for the planned bikeways allows for developing a small portion of the needs each year. The Bicycle Capital Improvement Plan establishes a system for allocating the limited resources most judiciously.

Bike CIP and Other Plan Documents

The Multnomah County Bicycle Capital Improvement Plan (Bike CIP) is an adjunct to the Bicycle Master Plan, which states the County's guidelines for bicycle transportation. The Bicycle Master Plan includes objectives and policies, a planned network of designated bicycle routes (bikeways), design standards, and education and enforcement needs. The Bike CIP analyzes the unbuilt planned bikeways and determines which should be built first with the available capital funding. The development of these routes shall follow the guidelines adopted in the Bicycle Master Plan.

Policies for the Bicycle Master Plan and the Bike CIP are framed in the 1983 Multnomah County Comprehensive Framework Plan. The Bike CIP is consistent with the Comprehensive Framework Plan policies for Capital Improvement (#32) and Bicycle/Pedestrian System (#33c).

Capital improvements to the roadways for needs other than bikeways are scheduled in the Transportation Capital Improvement Plan and Program (Transportation CIP). If a Transportation CIP project is designated as a planned bikeway, then the bikeway improvement will be constructed as part of the Transportation project. The Bike CIP schedules improvements that have a high priority for implementation and are not scheduled for construction by the Transportation CIP or other programs.

The 1990-94 Bike CIP

Bicycle capital improvement projects are projects that require new construction at substantial cost. Examples of such projects are separated bike paths, new traffic signals, major shoulder construction, and bridge modifications. Less costly bikeway improvement projects that can be accomplished by striping roads and posting signs (such as designating bicycle lanes or lane-sharing bikeways) are not funded by the Capital Improvement Plan but by the Maintenance and Service Budget of the Bicycle Program.

The Bicycle Capital Improvement Plan process consisted of identifying candidate projects, evaluating them according to needs and the availability of outside funding, and ranking those that met the evaluation tests. Top ranked projects were scheduled for construction according to forecasted revenues.

Introduction, Cont'd

Funding for the Bike CIP comes from the County's share of the State Highway Trust Fund, of which 1% is dedicated to bicycle and pedestrian roadway improvements (ORS 366.514). In Multnomah County approximately \$50,000 is available for the Bike CIP each year.

Two citizen task forces assisted in developing the Bike CIP. Members of the Sauvie Island Bicycle Task Force and the Multnomah County Bicycle Master Plan Task Force contributed significantly to the development of this plan.

The 1990-1994 Bicycle Capital Improvement Plan schedules projects to be funded for the 5 year period. The Bike CIP will be re-evaluated every two years to accommodate changes in the road system, in land use and funding. Public input will be sought throughout the process.

SELECTION PROCESS FOR 1990-94 BIKE CIP PROJECTS

Identified in the Bicycle Master Plan are 134 miles of unbuilt bikeways through Multnomah County. The cost of building these is almost \$10,000,000, as is shown in the Inventory of Planned Bike Facilities: Unbuilt Bikeways (Appendix I, Page 27). With a forecasted budget of \$490,000 for the 5-year period 1990-1994, the selection of the bicycle capital improvements is a careful process of addressing the greatest needs and maximizing other funding opportunities.

The selection process described below determined a pool of 1990-94 candidate projects. The candidate projects were then ranked by a points system according to needs (see Page 6). The highest ranked projects without other development constraints were scheduled for implementation in the 1990-94 Bike CIP (see Page 12).

The process for selecting 1990 Bike CIP candidate projects is described below. The information used in the selection process is included in Appendix I, the Inventory of Planned Bike Facilities.

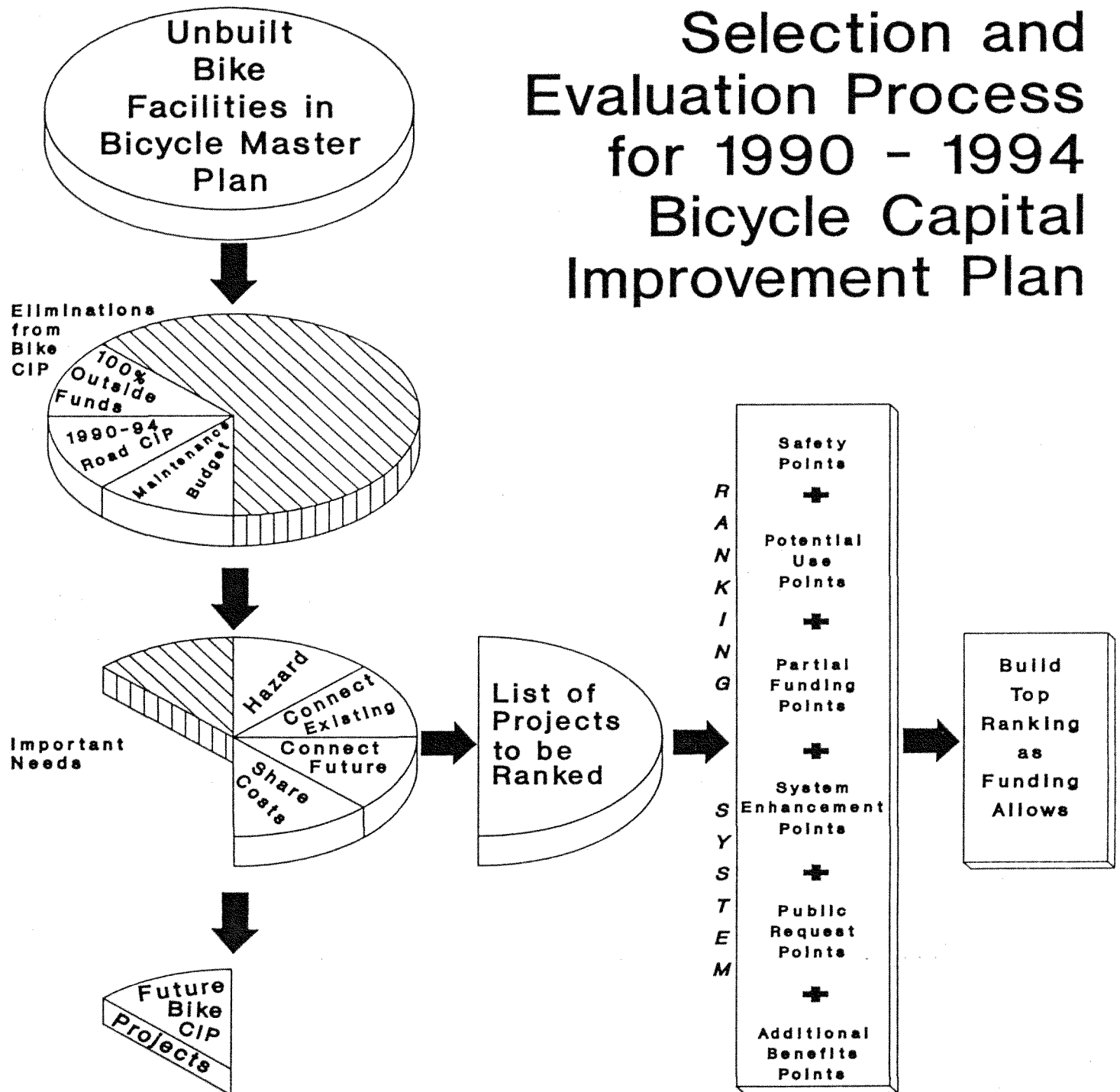
- A. All unbuilt bikeways identified on the Bikeway Plan Map in the 1990 Bicycle Master Plan were considered.
- B. Projects that would be funded by other programs in the next five years were eliminated.
 - 1) Projects whose entire funding was promised from non-County sources were eliminated from Bike CIP consideration.
 - 2) Bike projects that would be implemented through the 1990-94 Transportation CIP were eliminated.
 - 3) Projects that require small capital amounts (such as striping and signing bike lanes on built roads) were referred to the bicycle maintenance budget, and are not projects requiring capital improvement.
- C. The remaining projects were evaluated according to four criteria indicating important needs. Projects that met any of the following tests for pre-eminent needs were highlighted and placed in the pool for ranking.
 - 1) Hazardous Location
Projects on hazardous locations were highlighted. Hazardous locations are those with the three highest accident rates (see Appendix II) and those reported by the public and by members of the County bicycle task forces.

- 2) Connections to Existing Facilities
Projects needed to connect existing County bikeways were highlighted.
- 3) Connections to Future Facilities
Projects that would form important connections to bikeways that would be built by 1994 by any jurisdiction were highlighted. Plan maps and capital programs from Gresham, Troutdale, Portland, and the State of Oregon were considered.
- 4) Cost-Sharing Opportunities
Bike projects that could be implemented in conjunction with other road improvements (paving projects, land development improvements) in order to reduce bike program costs, were highlighted.

From this process emerged a list of ten Bike CIP projects to be ranked to determine their order of implementation. The ranking system is explained on the following pages.

Remaining projects not eliminated and not highlighted for the 1990-94 Bike CIP budgeting cycle will need to be addressed in subsequent Bike CIP's.

Selection and Evaluation Process for 1990 - 1994 Bicycle Capital Improvement Plan



PROCESS FOR RANKING BIKE CIP PROJECTS

Bicycle improvement projects that were selected for the 1990-94 Bike CIP were evaluated and ranked according to needs, to determine their order for implementation.

Five areas of need were considered:

1. Hazard Reduction
2. Potential Use
3. Outside Funding Opportunities
4. Bikeway System Enhancement
5. Additional Benefits

Each project received points for each of these areas. The highest ranking projects were scheduled for implementation as funds allow.

Points Allocation

1. Hazard Reduction

- a) There is history of accidents.

Rate of over 8 reported accidents during the previous five-year period, per mile	5 points
6-7.9 reported accidents during five years, per mile	4 points
4-5.9 reported accidents during five years, per mile	3 points
2-3.9 reported accidents during five years, per mile	2 points
.1-1.9 reported accidents during five years, per mile	1 point

- b) Public report of hazard, public request for route. 0-4 points

- c) Traffic conditions:

1) Volume: > 10,000 Average Daily Traffic (ADT)	2 points
or 5,000 - 10,000 ADT	1 point
2) Inadequate width: Lane < 12' and available shoulder width < 4' (available shoulder width is less where cars are parked)	2 points
3) High speed: > 30 MPH	2 points

2. Potential Use

Potential use is difficult to quantify.
Assign points according to these criteria:

- a) Current bicycle use: 0-5 points
high = 5 points (e.g., Sauvie Island Road,
Hawthorne Bridge, Marine Drive)
medium = 3 points (e.g., Division Street,
Burnside Street)
- b) Logical destinations, including other
bike routes, recreation areas, work
sites, retail areas, schools: 0-5 points
large number of destinations = 5 points
medium number = 3 points

Points Allocation (cont'd)

3. Outside Funding Opportunities

If 100% of funding is available from a source other than the Bicycle Fund, it is not to be considered for Bike CIP funding. (See Selection Process, Page 3.)

- | | |
|---|------------|
| a) Outside funding is available for | |
| 80% - 99% of project | 10 points |
| Below 80% funding assign 1 point per 10% funding from outside sources | 0-8 points |

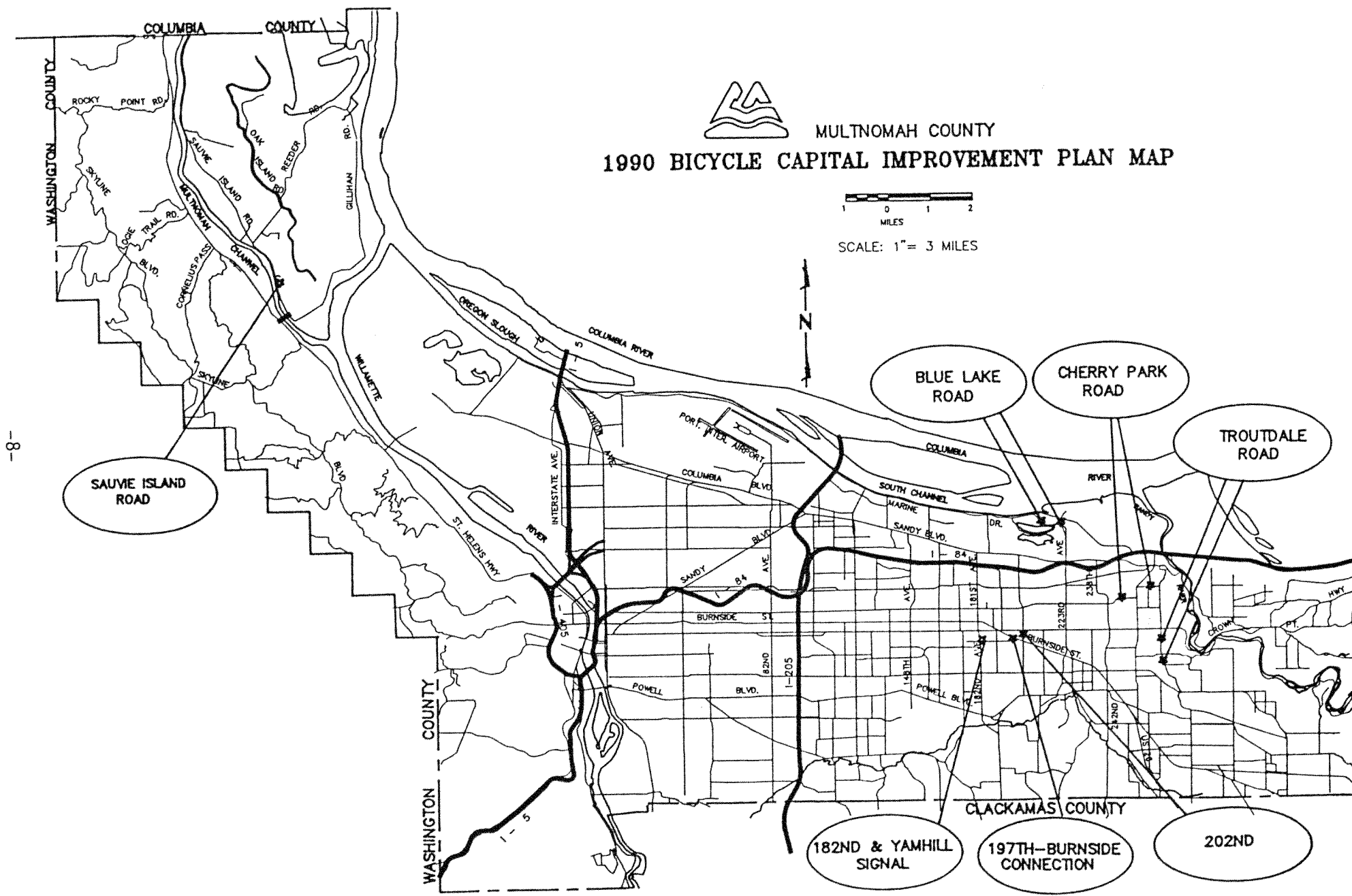
4. Bikeway System Enhancement

- | | |
|---|-----------|
| a) Provides connections to | |
| two or more bike route facilities that exist or have funding committed, | 10 points |
| or one such bike route facility | 8 points |
| b) Provides a needed bike route in an area without any | 5 points |

5. Additional Benefits and Factors

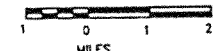
There may be significant assets not included in the above list (for instance: public demand, future connections, other opportunities). 0-15 points

The Chart for ranking Bike CIP projects is in Appendix III, Page 42.

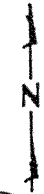


MULTNOMAH COUNTY

1990 BICYCLE CAPITAL IMPROVEMENT PLAN MAP



SCALE: 1" = 3 MILES



BIKE CIP CANDIDATE PROJECTS

The following candidate projects were considered for the 1990-94 Bike CIP. They are listed in rank order.

- No. 1 182nd & Yamhill Street Intersection (36 Points)
- An existing bike route along Yamhill Street crosses 182nd Avenue, a busy arterial with no convenient means to stop traffic.
- The proposed project is to install a full traffic signal including a loop detector or other trigger that can be activated by bicyclists in their normal travel.
- No. 2 Sauvie Island Road from Sauvie Island Bridge to (35 Points)
Ferry Road
- This road is very popular with bicyclists. The road is narrow with no shoulders and motorized traffic is fast (posted 40 mph). Because the road is along the top of the dike, there is no room for paving a wider road.
- Solutions within the Sauvie Island Road corridor are being examined. Shoulder bikeways along the dike require supplemental funding beyond the bicycle fund. A bicycle and pedestrian path along the bench of the dike requires right-of-way easements. The funding budgeted for this project is figured for the latter solution.
- No. 3 197th Avenue - Burnside Connection (31 Points)
- There is a dangerous gap between two existing bike routes. Eastbound bicyclists must ride on busy Burnside Street where the light rail tracks cross at an accute angle, likely to trap a bicyclist's wheel.
- The proposed project would allow cyclists to ride on a separated bike path south of Burnside Street to connect to Burnside Court and then 199th Avenue, which crosses the light rail tracks at a safe angle.
- No. 4 Blue Lake Road from Marine Drive to Blue Lake (28 Points)
Park entrance
- Blue Lake Park is a popular destination or starting location for cyclists. Blue Lake Road connects to the Marine Drive bike routes, and the road has a high traffic volume in the summer months.
- This project proposes to pave and mark bike lanes to connect the park to the Marine Drive bike route.

Bike CIP Candidate Projects, Cont'd

- No. 5 Troutdale Road from Sweet Briar Road to (22 Points)
 Strebin Rd.

Troutdale Road has high-speed traffic including trucks, and is currently too narrow to share with bicycles.

This project proposes paving shoulder bikeways on both sides.

Nos. 6, 7, & 8 (Tied)

- Troutdale Road from Stark Street to (20 Points)
Sweet Briar Road

Troutdale Road has high-speed traffic including trucks, and is currently too narrow to share with bicycles.

This project proposes to pave bicycle lanes on both sides.

- 202nd Avenue from Stark Street to Burnside Road (20 Points)

202nd Avenue would provide a connection between the Burnside bike route and the upcoming Stark Street route. The road has a high traffic volume and is too narrow to share with bicycles.

This project proposes to pave 5-foot bike lanes on both sides.

- Cherry Park Road from 257th Drive to (20 Points)
Troutdale Road

Cherry Park Road provides an east-west route and connects to the existing bike route on 257th.

This project proposes to pave 5-foot bike lanes on both sides.

Nos: 9 & 10 (Tied)

- Cherry Park Road from 242nd Drive to (18 Points)
257th Drive

Cherry Park Road provides an east-west route and connects to the existing bike route on 257th.

This project proposes to pave 5-foot bike lanes on both sides.

- Blue Lake Road from Blue Lake Park Entrance (18 Points)
to 223rd Ave.

Blue Lake Road is narrow and a popular bicycling route from Blue Lake Park. With park development along the road, there is good opportunity to develop a bike path.

The proposed project is to build a separated bike path as a alternative to widening Blue Lake Road.

Revenue and Budget Forecast FY 90/94 Bikeway Fund

REVENUE

Multnomah County receives from the State of Oregon funding to support bicycle routes. One percent of the Oregon Highway Trust Fund is allocated to bicycle and pedestrian route development and maintenance along roadways, in accordance with ORS 366.514.

The forecasted revenue for Multnomah County's Bicycle Fund for the Fiscal Years 1990-1994 is based on the estimated County share of the State's Highway Trust Fund minus the forecasted percentage share transferred to the City of Portland per annexation agreements. Based on the forecasted Bicycle Fund, the Bicycle Capital Improvements are programmed.

BUDGET

The budget for Bicycle Capital Improvements for the 5-year period is forecasted to be \$270,458 based on the estimates for Bike Fund revenues.

<u>Fiscal Year:</u>	<u>1990/91</u>	<u>1991/92</u>	<u>1992/93</u>	<u>1993/94</u>	<u>1994/95</u>
Capital Improvements	\$54,575	\$58,705	\$56,681	\$51,838	\$47,659

In addition, the unspent money carried over from the prior period is \$219,778.

The total funding for the Bicycle Capital Improvement Projects in the next five years is estimated to be:

1% Revenues	\$270,458
Carry-over	<u>219,778</u>
Total	\$490,236

ADDITIONAL FUNDING

The above revenue, since it comes from the State Highway Trust Fund, is required to be spent for bicycle routes along roadways. Included in the 1990 Bicycle Capital Improvement Plan are segments of the 40-Mile Loop, which is purposefully not along roadways. To provide funding to develop routes not along roadways, other revenue sources need to be sought and identified.

IMPLEMENTING THE BICYCLE CIP PROJECTS

The estimated improvement costs for the identified Bicycle CIP projects are as follows:

	<u>1990-94 CIP</u>
182nd/Yamhill Signal	24,300
Sauvie Island Bike Route	284,000
197th/Burnside Connection	20,000
Blue Lake Road Bike Lanes	4,900
Troutdale Road, Sweet Briar-Strebin	42,000
Troutdale Road, Stark-Sweet Briar	19,500
202nd Avenue	90,500
Cherry Park Road, 257th-Troutdale	235,000
Cherry Park Road, 242nd-257th	600,000
Blue Lake Road Bike Path	46,000
Total 1990-94 CIP Projects:	\$1,366,200

The forecasted budget for bicycle capital improvements for the five-year period (\$270,458) is not sufficient to build all the bicycle facilities listed. The ranking order of projects was used as a guideline to determine the order of implementation. Other factors such as right-of-way purchases and cost sharing opportunities were considered in the scheduling.

The following page is a schedule for the 1990-94 Bicycle Capital Improvement projects. Included in this schedule are the unspent budget carried over from the previous period, and the uncompleted project, the Marine Drive Bike Path.

**PROJECT SCHEDULE
MULTNOMAH COUNTY
1990-1994 BICYCLE CAPITAL IMPROVEMENT PLAN**

PROJECT NAME:	RANK	FY 90-91	FY 91-92	FY 92-93	FY 93-94	FY 94-95	TOTAL
Marine Drive Bike Path	Carry-over	\$5,000					\$5,000
182nd/Yamhill Signal	1	\$24,300					\$24,300
Sauvie Island Rd Bike Path	2		\$37,000	\$35,000	\$212,000		\$284,000
197th Ave./Burnside Connection	3	\$20,000					\$20,000
Blue Lake Road Bike Lane	4	\$4,900					\$4,900
Troutdale Road: Sweet Briar Rd to Strebin Rd	5		\$42,000				\$42,000
Troutdale Road: Stark St to Sweet Briar Rd	6-8			\$2,500	\$17,000		\$19,500
202nd Ave. Bike Lanes Stark St to Burnside Rd	6-8				\$11,500	\$79,000	\$90,500
Cherry Park Road 257th Ave to Troutdale Rd	6-8						\$0
Cherry Park Road 242nd Ave to 257th Ave	9-10						\$0
Blue Lake Road Bike Path	9-10						\$0
Annual Totals		\$54,200	\$79,000	\$37,500	\$240,500	\$79,000	\$490,200

PROJECT DETAIL MAPS AND DESCRIPTIONS

The ten projects that met the evaluation tests for the 1990 Bicycle Capital Improvement Plan are described in detail on the following pages. Also included is the carry-over project from 1989, Marine Drive Bike Path. A map, a brief description of the project, the estimated costs and a proposed schedule for implementation are included for each project.

BICYCLE CAPITAL IMPROVEMENT PROGRAM

PROJECT DETAIL

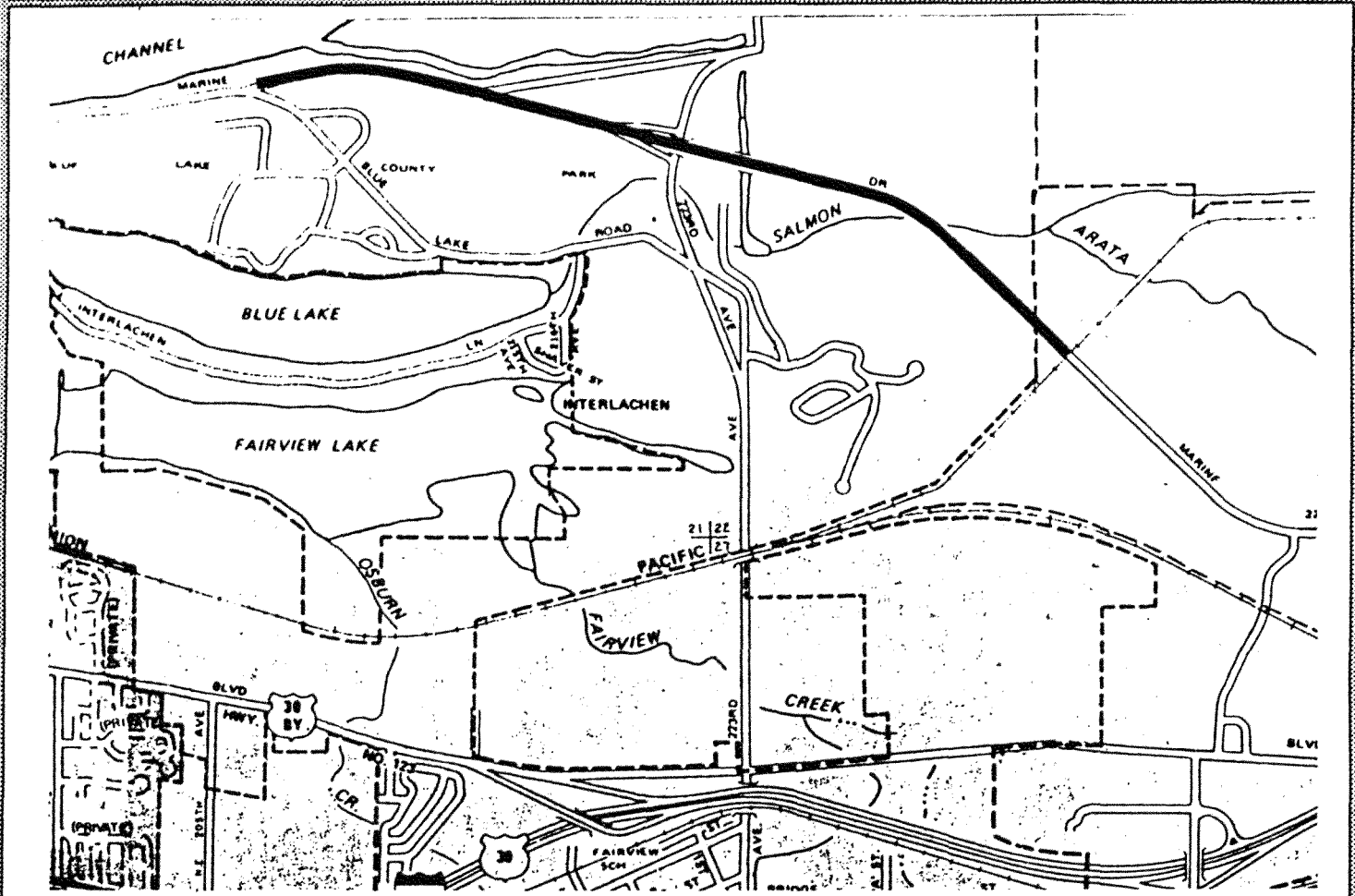
PROJECT: Marine Drive Bike Path renovation

Ranking: Carry-over

TYPE: Reconstruct hazardous locations on bike path

Map No. _____

PROJECT DESCRIPTION: Complete the FY 1989-90 project to reconstruct deteriorating portions of the Marine Drive bike path east of Blue Lake Road.



FUNDING:

Bike Fund \$5,000
 Road Fund _____
 Bridge Fund _____

Grants _____
 Private _____
 Other _____

COST ESTIMATES:	90-91	91-92	92-93	93-94	94-95	TOTALS
PLAN/ENGR	650					650
RIGHT-OF-WAY						
UTILITY RELOCATION						
CONSTRUCTION	4,350					4,350
TOTAL	\$5,000					\$5,000

BICYCLE CAPITAL IMPROVEMENT PROGRAM PROJECT DETAIL

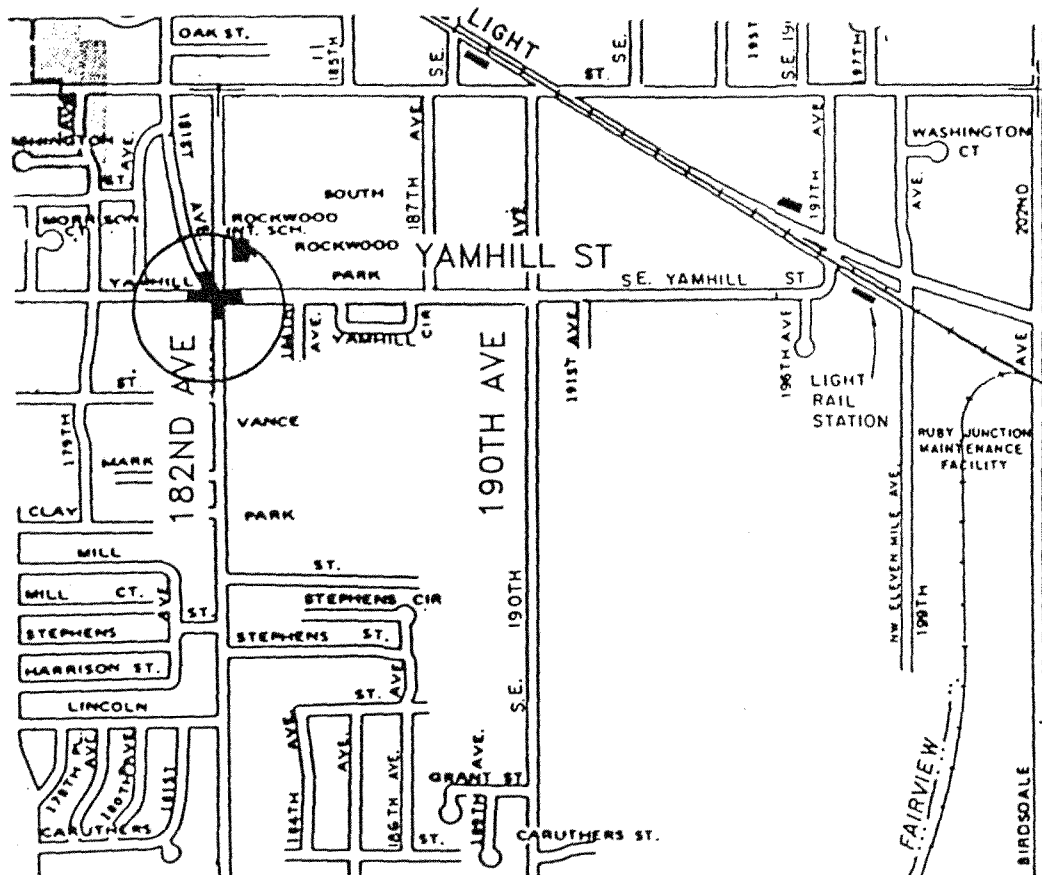
PROJECT: SE 182nd Ave. and SE Yamhill St.

Ranking: 1

TYPE: Intersection Improvement

Map No.

PROJECT DESCRIPTION: Provide a bicyclist-activated signal where the existing Yamhill Street bike route crosses 182nd Ave.



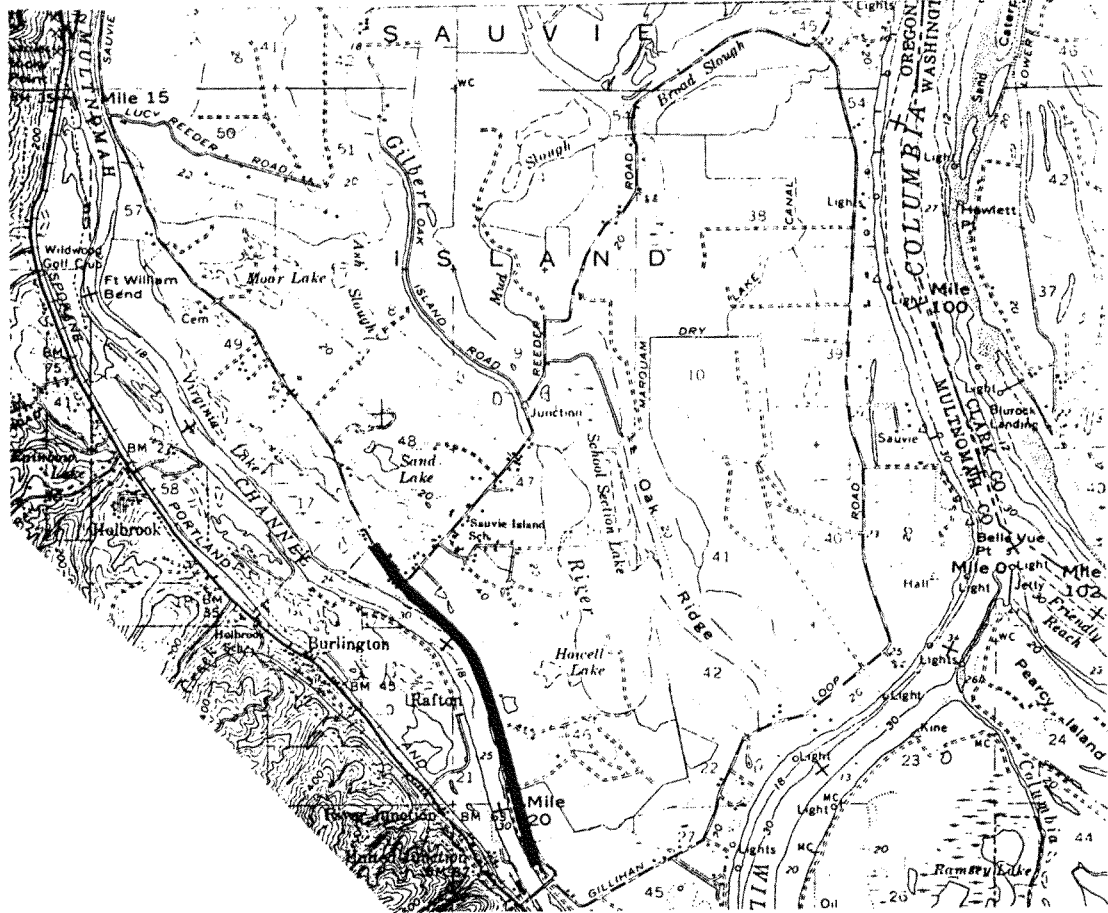
BICYCLE CAPITAL IMPROVEMENT PROGRAM

PROJECT DETAIL

PROJECT: Sauvie Island Road: Sauvie Island Bridge to Ferry Rd. Ranking: 2

TYPE: Shoulder bikeways or bicycle/pedestrian path Map No.

PROJECT DESCRIPTION: Widen the dike and construct shoulder bikeways, or construct a separated bicycle/pedestrian path on the bench of the levee.



FUNDING:

Bike Fund 284,000

Road Fund

Bridge Fund

Grants

Private

Other

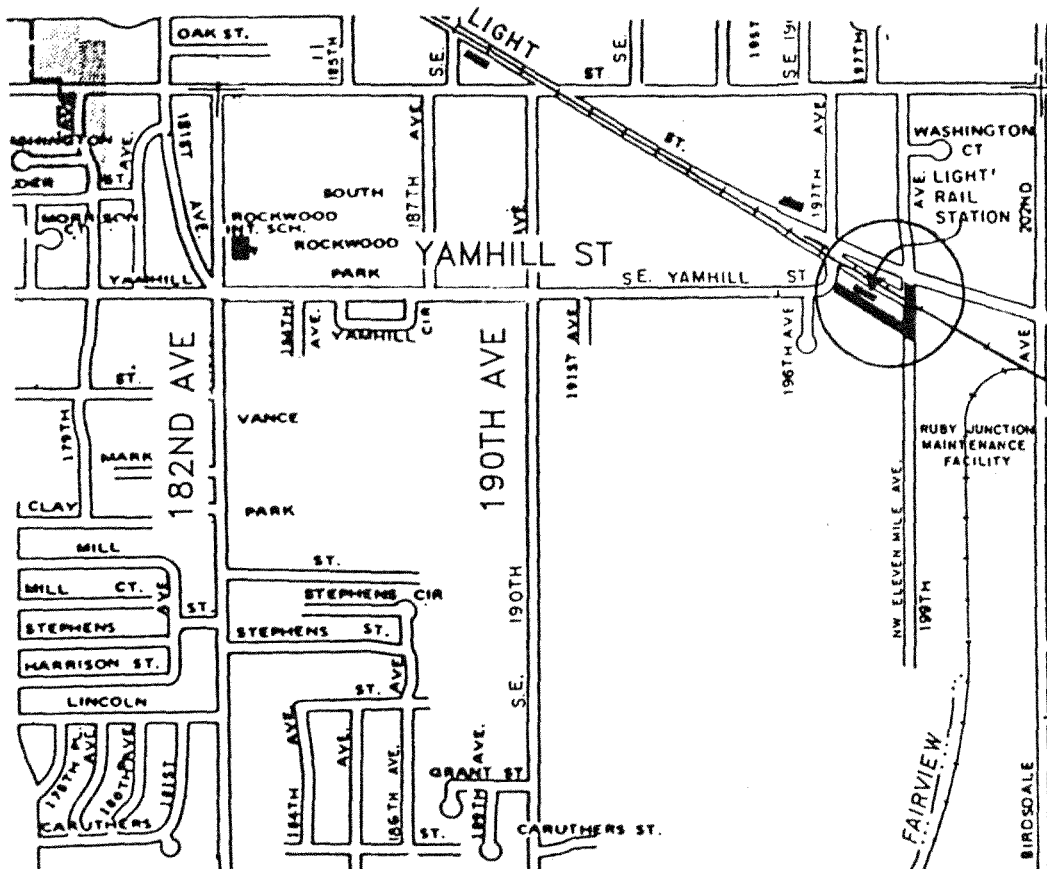
COST ESTIMATES:	90-91	91-92	92-93	93-94	94-95	TOTALS
PLAN/ENGR		37,000				37,000
RIGHT-OF-WAY			35,000			35,000
UTILITY RELOCATION						
CONSTRUCTION				212,000		212,000
TOTAL		37,000	35,000	212,000		284,000

BICYCLE CAPITAL IMPROVEMENT PROGRAM PROJECT DETAIL

PROJECT: 197th - Burnside Connection **Ranking:** 3

TYPE: Bike path and lane-sharing bikeways **Map No.** _____

PROJECT DESCRIPTION: Construct a bike path from 197th Ave. to Burnside Court and make lane-sharing bikeways on Burnside Court to 199th Avenue and north on 199th Avenue to the bike lanes on Burnside Road.



FUNDING:

Bike Fund 20,000

Road Fund _____

Bridge Fund _____

Grants _____

Private _____

Other _____

COST ESTIMATES:	90-91	91-92	92-93	93-94	94-95	TOTALS
PLAN/ENGR	2,500					2,500
RIGHT-OF-WAY						
UTILITY RELOCATION						
CONSTRUCTION	17,500					17,500
TOTAL	20,000					20,000

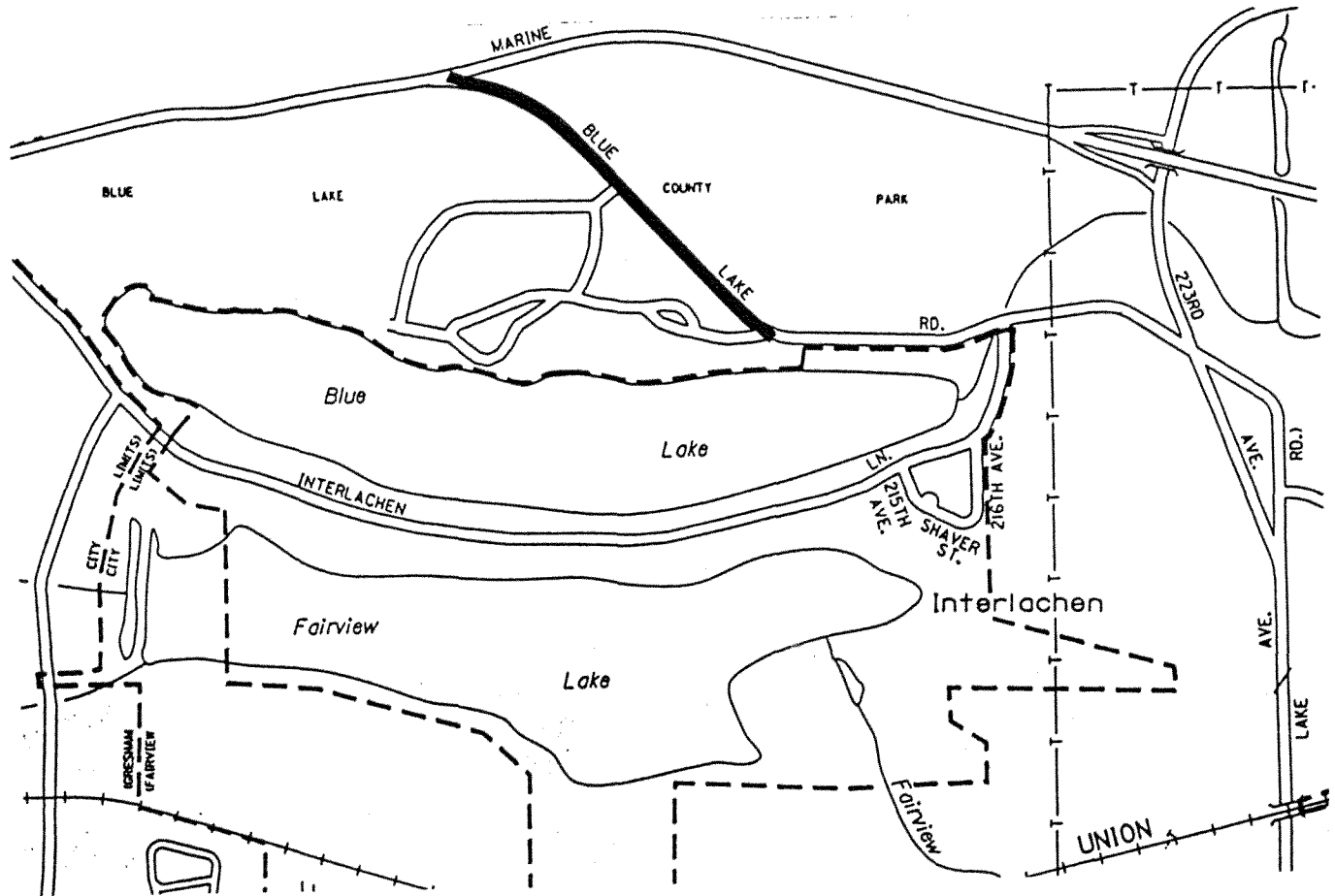
BICYCLE CAPITAL IMPROVEMENT PROGRAM

PROJECT DETAIL

PROJECT: Blue Lake Road: Marine Drive to Blue Lake Park Entrance **Ranking:** 4

TYPE: Bike lanes **Map No.** _____

PROJECT DESCRIPTION: Connect the existing Marine Drive bikeway to Blue Lake Park, a major recreation destination, with bike lanes.



FUNDING:

Bike Fund _____ Road Fund _____ Bridge Fund _____	Grants _____ Private _____ Other _____
--	---

COST ESTIMATES:	90-91	91-92	92-93	93-94	94-95	TOTALS
PLAN/ENGR						
RIGHT-OF-WAY						
UTILITY RELOCATION						
CONSTRUCTION	4,900					4,900
TOTAL	4,900					4,900

BICYCLE CAPITAL IMPROVEMENT PROGRAM PROJECT DETAIL

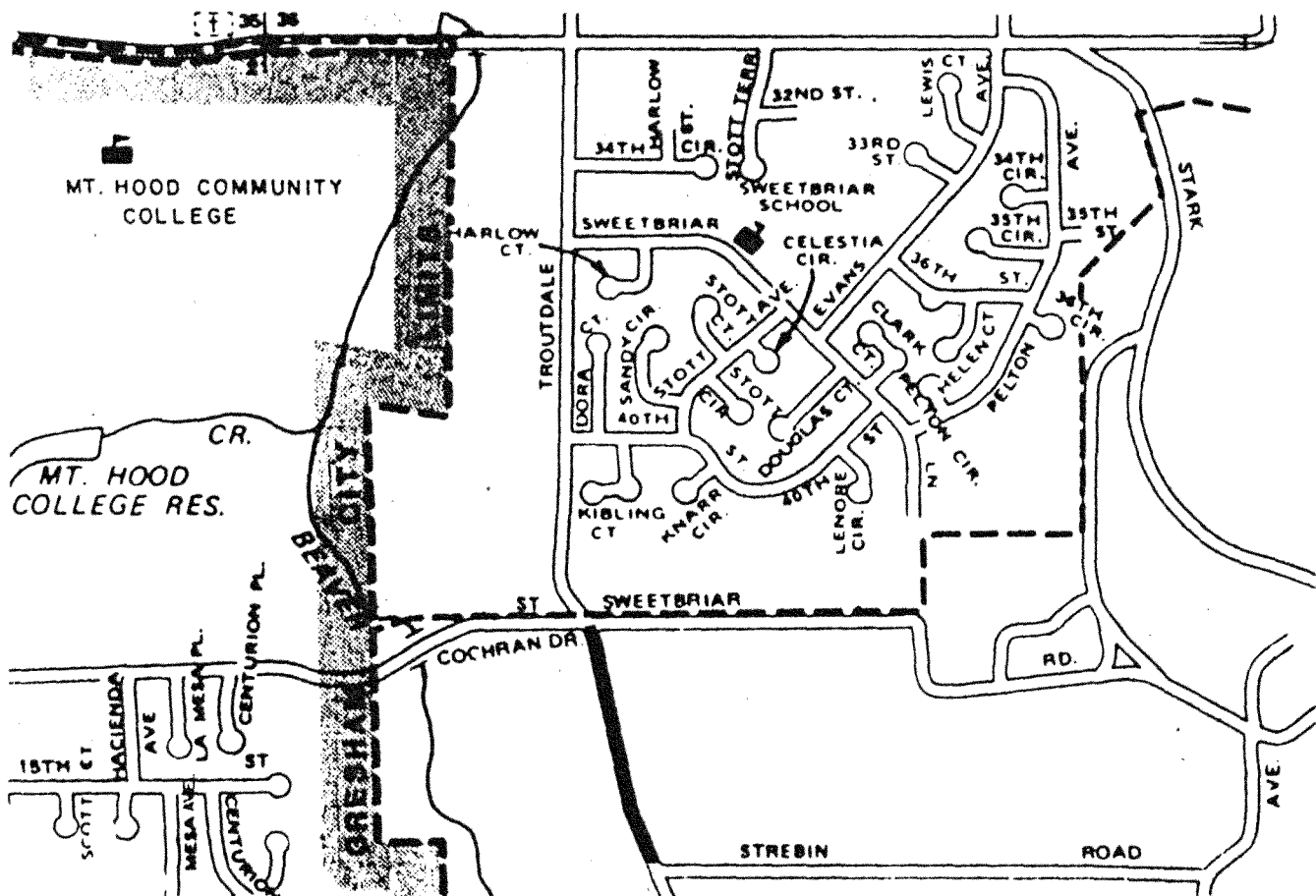
PROJECT: SE Troutdale Road: SE Sweet Briar Rd. to Strebin Rd.

Ranking: 5

TYPE: Shoulder Bikeway

Map No. _____

PROJECT DESCRIPTION: Add shoulder bikeways to Troutdale Road from Sweet Briar Rd. to Strebin Rd.



FUNDING:

Bike Fund _____
Road Fund _____
Bridge Fund _____

Grants _____
Private _____
Other _____

COST ESTIMATES:	90-91	91-92	92-93	93-94	94-95	TOTALS
PLAN/ENGR		5,500				5,500
RIGHT-OF-WAY						
UTILITY RELOCATION						
CONSTRUCTION		36,500				36,500
TOTAL		42,000				42,000

BICYCLE CAPITAL IMPROVEMENT PROGRAM

PROJECT DETAIL

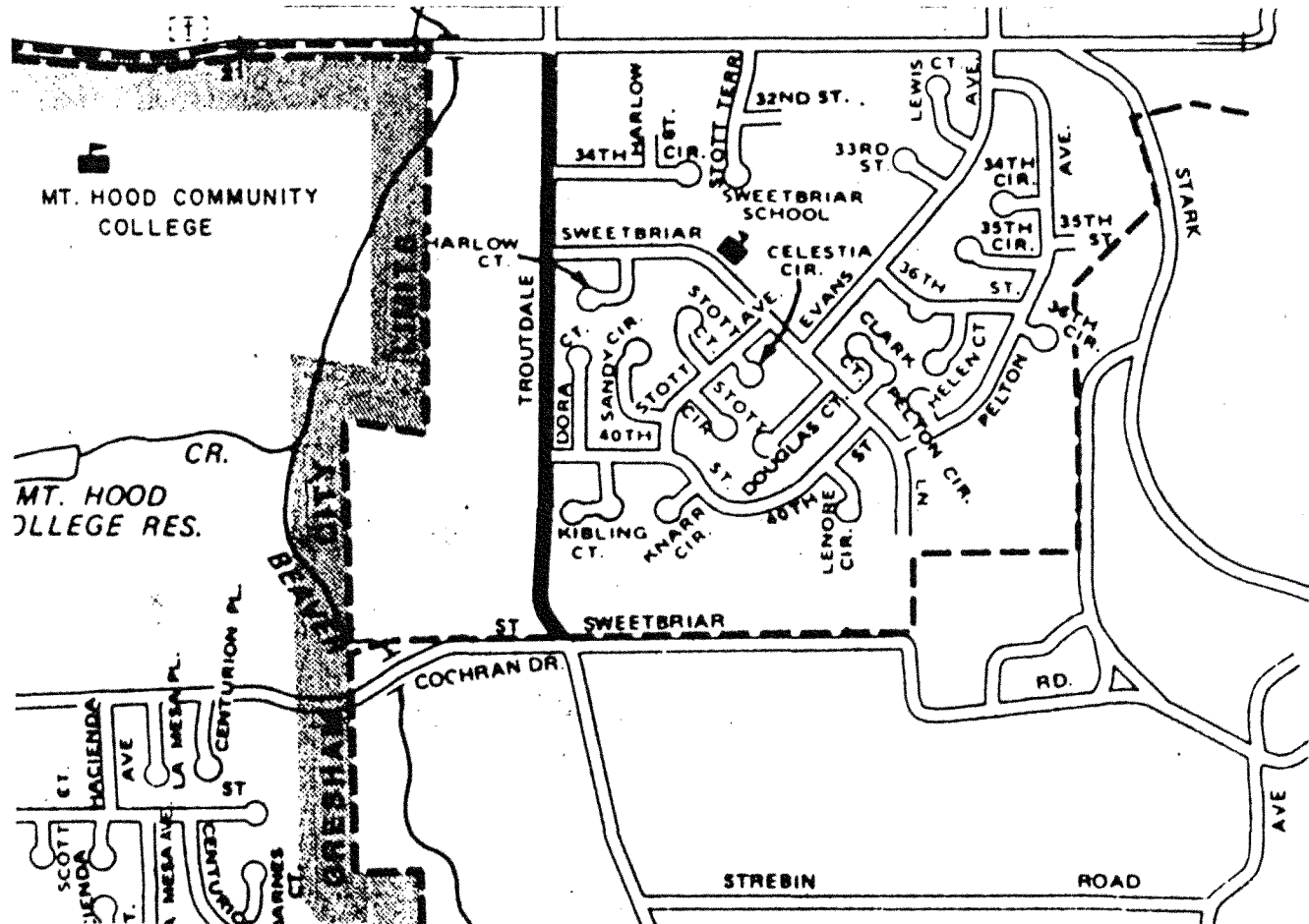
PROJECT: SE Troutdale Road: Stark Street to Sweet Briar Rd.

Ranking: Tied 6-8

TYPE: Bike Lanes or Shoulder Bikeway

Map No. _____

PROJECT DESCRIPTION: Construct bike lanes or shoulder bikeways on Troutdale Road from Stark Street to Sweet Briar Rd.



FUNDING:

Bike Fund _____
 Road Fund _____
 Bridge Fund _____

Grants _____
 Private _____
 Other _____

COST ESTIMATES:	90-91	91-92	92-93	93-94	94-95	TOTALS
PLAN/ENGR			2,500			2,500
RIGHT-OF-WAY						
UTILITY RELOCATION						
CONSTRUCTION				17,000		17,000
TOTAL			2,500	17,000		19,500

BICYCLE CAPITAL IMPROVEMENT PROGRAM

PROJECT DETAIL

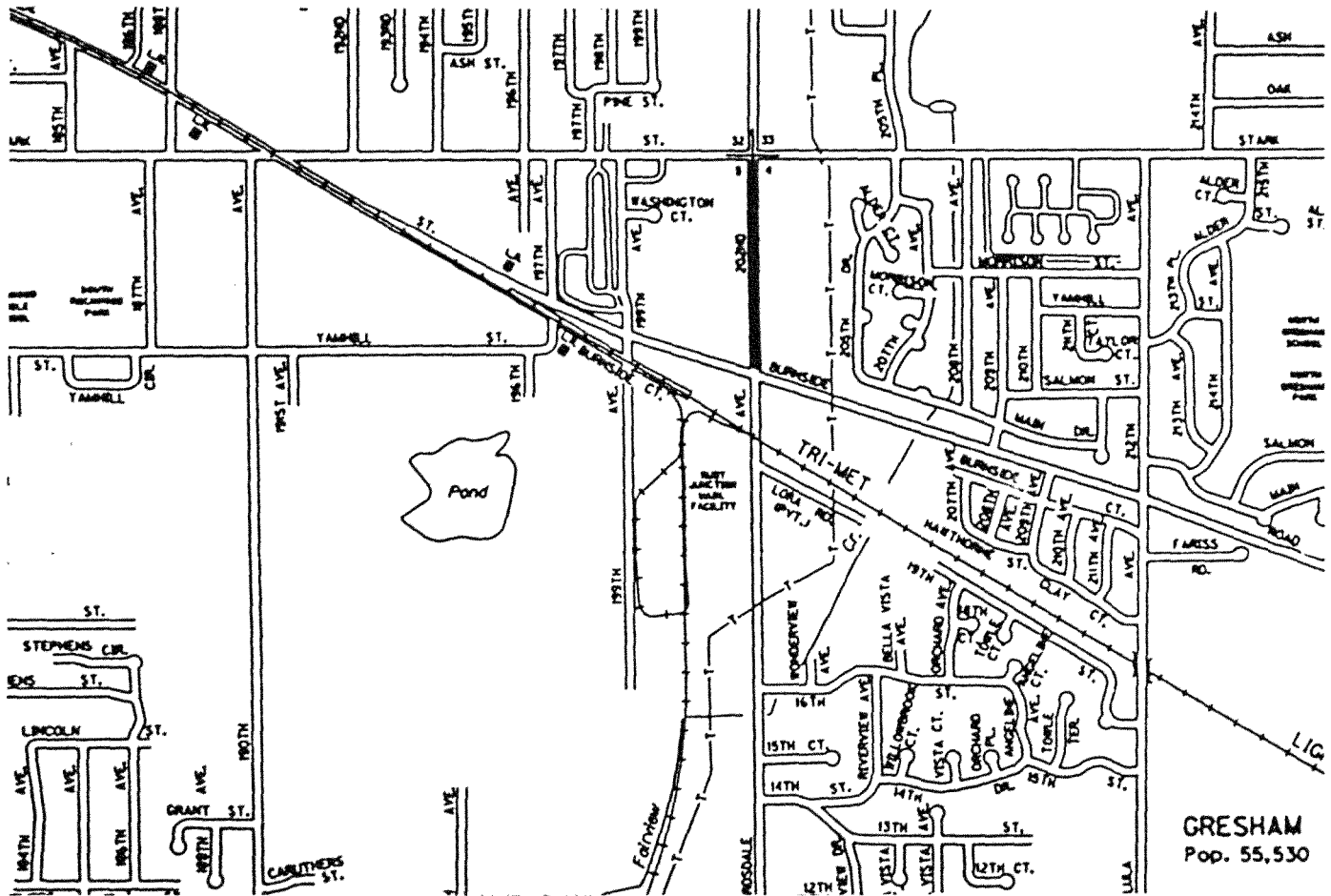
PROJECT: SE 202nd Ave., SE Stark St. to SE Burnside Road

Ranking: Tied 6-8

TYPE: Bike Lanes

Map No. _____

PROJECT DESCRIPTION: Construct bike lanes on 202nd Avenue that connect the existing bike lanes on Burnside Road to bike lanes to be implemented on Stark St.



FUNDING:

Bike Fund _____
 Road Fund _____
 Bridge Fund _____

Grants _____
 Private _____
 Other _____

COST ESTIMATES:	90-91	91-92	92-93	93-94	94-95	TOTALS
PLAN/ENGR				11,500		11,500
RIGHT-OF-WAY						
UTILITY RELOCATION						
CONSTRUCTION					79,000	79,000
TOTAL				11,500	79,000	90,500

BICYCLE CAPITAL IMPROVEMENT PROGRAM

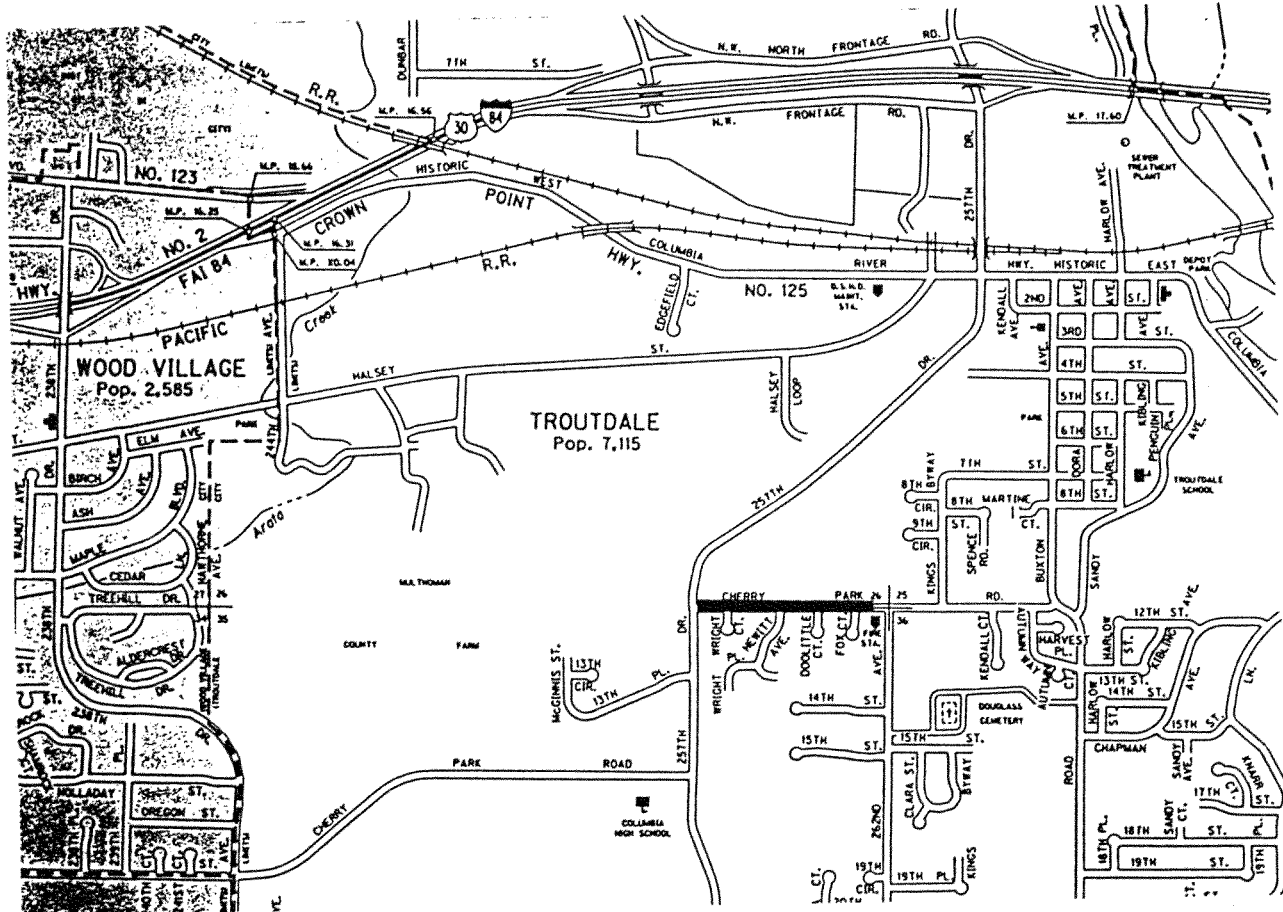
PROJECT DETAIL

PROJECT: NE Cherry Park Road: NE 257th Dr. to NE Troutdale Rd **Ranking:** Tied 6-8

TYPE: Bike Lanes

Map No. _____

PROJECT DESCRIPTION: Provide bike lanes on Cherry Park Road connecting existing bike lanes on 257th Drive to future bikeways on Buxton, and the 40-Mile Loop bikeway on Troutdale Road.



FUNDING:

Bike Fund _____
Road Fund _____
Bridge Fund _____

Grants _____
Private _____
Other _____

COST ESTIMATES:	90-91	91-92	92-93	93-94	94-95	TOTALS
PLAN/ENGR						30,000
RIGHT-OF-WAY						
UTILITY RELOCATION						
CONSTRUCTION						205,000
TOTAL						235,000

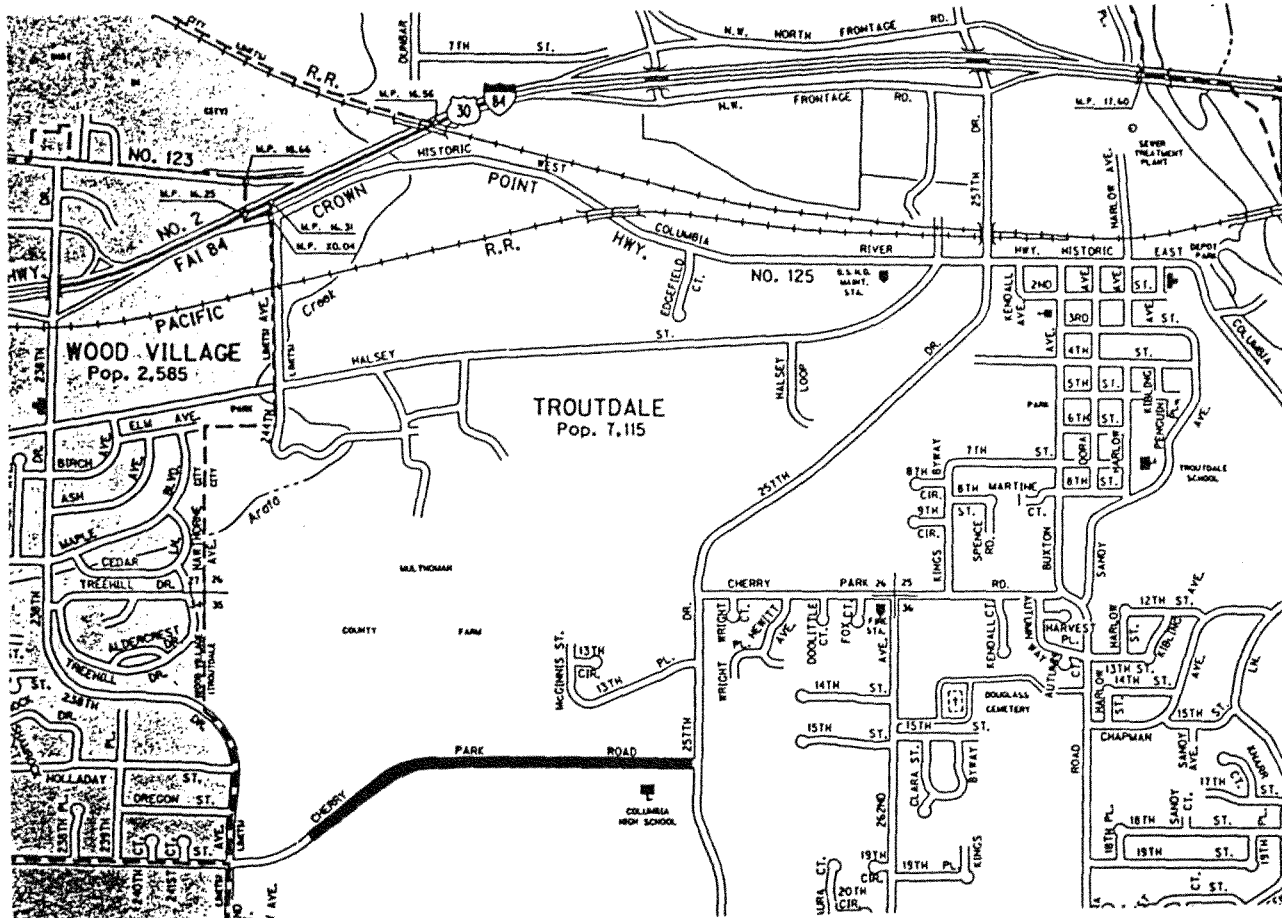
BICYCLE CAPITAL IMPROVEMENT PROGRAM

PROJECT DETAIL

PROJECT: NE Cherry Park Road: NE 242nd Drive to NE 257th Drive
TYPE: Bike Lanes
PROJECT DESCRIPTION:

Ranking: Tied 9-10
Map No. _____

Construct bike lanes on Cherry Park Road between
the existing 257th Drive bike lanes and future 242nd Drive bikeway.



FUNDING:

Bike Fund _____
Road Fund _____
Bridge Fund _____

Grants _____
Private _____
Other _____

COST ESTIMATES:	90-91	91-92	92-93	93-94	94-95	TOTALS
PLAN/ENGR						80,000
RIGHT-OF-WAY						
UTILITY RELOCATION						
CONSTRUCTION						520,000
TOTAL						600,000

BICYCLE CAPITAL IMPROVEMENT PROGRAM

PROJECT DETAIL

PROJECT: Blue Lake Road: Blue Lake Park Entrance to NE 223rd Ave.

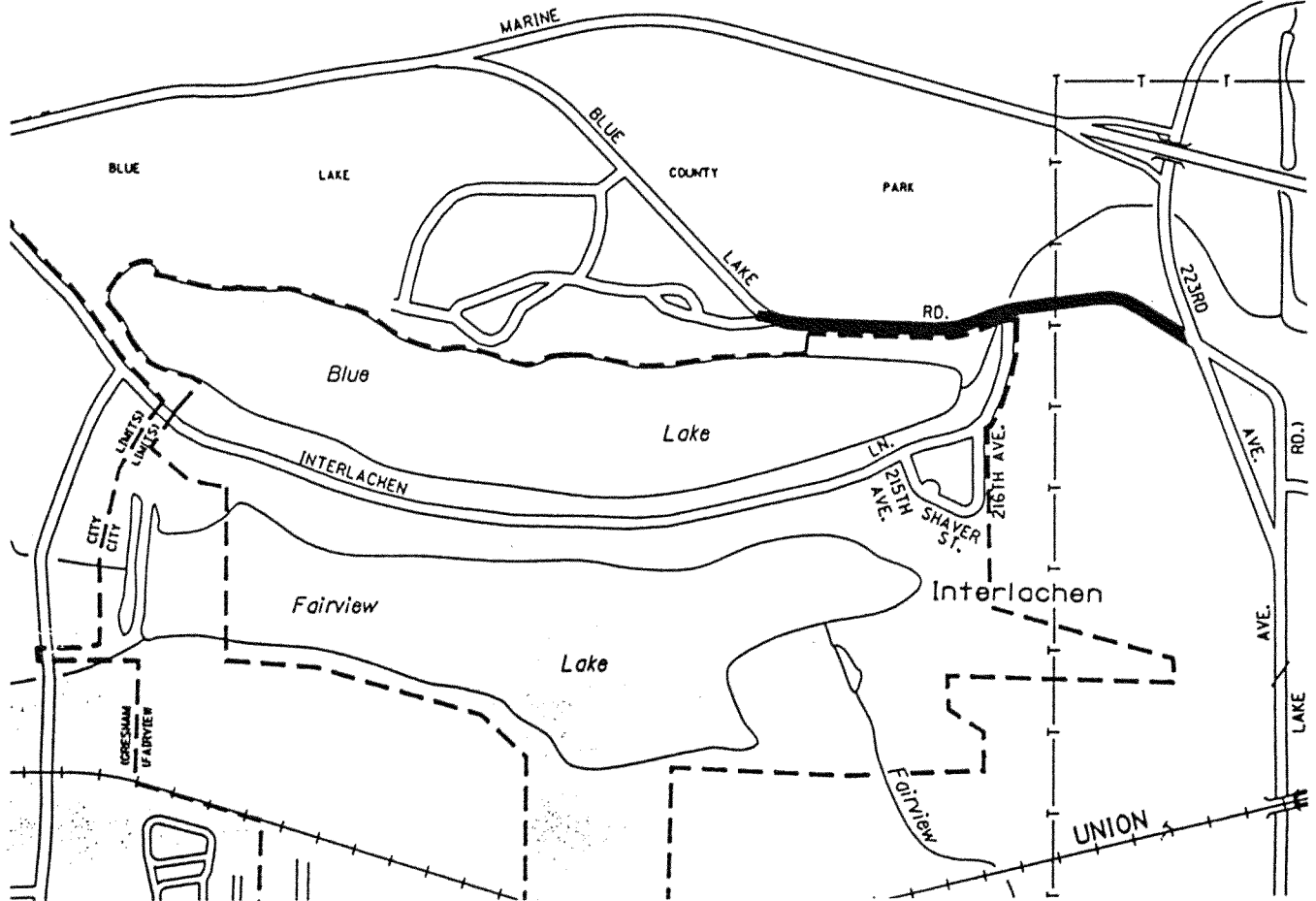
Ranking: Tied 9-10

TYPE: Bike Path

Map No. _____

PROJECT DESCRIPTION:

Develop a separated bicycle path on park property adjacent to Blue Lake Park from the Park to 223rd Ave.



FUNDING:

Bike Fund _____
 Road Fund _____
 Bridge Fund _____

Grants _____
 Private _____
 Other _____

COST ESTIMATES:	90-91	91-92	92-93	93-94	94-95	TOTALS
PLAN/ENGR						6,000
RIGHT-OF-WAY						
UTILITY RELOCATION						40,000
CONSTRUCTION						46,000
TOTAL						

APPENDIX I

Inventory of Planned Bike Facilities Unbuilt Bikeways 1990

All the proposed bicycle route facilities in the 1990 Bikeway Plan map are listed in the Inventory. For each route there is information about length, suggested type of facility, the construction status of each road, the pre-eminent need, funding sources, and costs.

Explanation of Terms

LOCATION:

The street location and limits of the future bikeway facility.

LENGTH:

The length in miles of the bikeway facility based on the limits identified in the location description.

FACILITY:

The type of bikeway facility identified to enable cost computations. The actual facility developed may differ depending on the level of need in the future.

Bike lanes: Preferential bikeway facilities that are signed and striped within the roadway, providing separate bicycle and motor vehicle travel lanes.

Bike paths: Exclusive bikeway facilities that are physically separated from roads and motor vehicles.

Lane-Sharing Bikeways: Signed facilities where bikes share the roadway with motor vehicles, usually on low volume and low speed streets.

Shoulder Bikeways: Wide paved shoulders provided on rural roads.

BUILT

* Indicates road segment that has been constructed to its appropriate standard based upon the road's functional classification; e.g., arterial or collector standards.

ENHANCE:

* Indicates the bicycle facility can be implemented by the process of designating and marking the route with signs and lane markings.

COST:

For the facilities that can be implemented by enhancement, the estimated cost is figured according to these generalized cost estimates:

Bike Lane	\$370/mile
Lane-Sharing Bikeway	\$270/mile

PRE-EMINENT NEED:

Bikeway needs identified in the project selection process for evaluation based upon the following criteria:

<u>Cost Share:</u>	Opportunities to share development costs and resources, and reduce the level of Bike Fund liability.
<u>Exist Link:</u>	Proposed bikeway connecting or upgrading existing bikeway facilities.
<u>Future Link:</u>	Proposed bikeway connecting facilities to be developed between 1990-1994.
<u>Hazard:</u>	Proposed bikeway that mitigates conflicts between motor vehicles and bicycles, or other hazards.

RCIP: Roads Capital Improvement Plan

<u>#1 Pri:</u>	Road including the bikeway is included as highest priority in the Road CIP and is scheduled for implementation in the 1990-94 Program.
----------------	--

FUNDING:

Sources of capital funding are identified as follows:

<u>BCIP:</u>	Bicycle Capital Improvement Plan 1990-94
<u>BKFD:</u>	Bicycle Fund for maintenance and enhancement
<u>GCIP:</u>	Gresham Bicycle Capital Improvement Plan
<u>PMS:</u>	Pavement Management System, which can add width to shoulders as part of its repaving program. However, if slopes, drainage or other problems require reconstruction of the roads, then the project would require funding through the RCIP.
<u>RCIP:</u>	Roads Capital Improvement Program 1990-94
<u>RDFD:</u>	Road Fund, scheduled for construction.
<u>UNFD:</u>	No current funding sources are available for this project.
(blank)	Funding has not been identified.

CAPITAL COST:

The estimate for constructing the bike route facility is based on the following generalized cost estimates. Actual costs vary widely due to existing conditions.

Bike Lane	\$100,000/mile
Bike Path	210,000/mile
Lane-Sharing Bikeway	40,000/mile
Shoulder Bikeway	100,000/mile

Where specific estimates were known, the more accurate figure was used.

INVENTORY OF PLANNED BIKE FACILITIES:
UNBUILT BIKEWAYS 1990

Location	Length	Facility	Built	Enhance	Cost	Pre-eminent Need	RCIP	Funding	Capital Cost
Blue Lake Rd. Marine Dr. to Pt 2100' East	0.40	Bike Path				Cost Share		BCIP	\$4,900
Blue Lake Rd. 223rd Ave to Pt 2300' West	0.44	Bike Path				Cost Share		BCIP	\$46,000
Broadway Bridge, Lovejoy Ramp NW 14th Ave to Braodway	0.13 (See Will. River Bridges)	Undetermined							
Bull Run St. Burnside Rd to 257th Ave	0.52	Bike Lane					#1 Pri	RCIP	\$52,000
Burnside Bridge 2nd Ave to Martin Luther King Blvd	0.44	Bike Lane	*	*	\$1,200				
Burnside Rd. Eastman Ave to Powell Vally Rd	1.84	Bike Lane	*	*	\$681			BKFD	
Burnside Ct. 197th Ave to Burnside Rd	0.10	Bike Path	*			Exist. Link		BCIP	\$20,000
Butler Rd. 190th Ave to Regner Rd	1.86	Shldr Bkwy						PMS	\$186,000
Butler Rd. Regner Rd to Hogan Rd	0.85	Bike Path						PRIV	\$178,500
Buxton Rd. Columbia River Hwy to Cherry Park Rd	0.49	Bike Lane	*	*	\$181			BKFD	
Center St. 136th Ave to 148th Ave	0.62	L.S. Bikeway	*	*	\$167			BKFD	
Cherry Park Dr. 242nd Dr to 257th Dr	0.81	L.S. Bikeway				Future Link		BCIP	\$600,000
Cherry Park Dr. 257th Dr to Troutdale Rd	0.57	L.S. Bikeway				Future Link		BCIP	\$235,000
Columbia/Sandy River Route - 40 Mile Loop 223rd Ave to Graham Rd	3.80	Bike Path						UNFD	\$798,000
Cornelius Pass Rd. St. Helens Rd to Mile Post 2	2.00	Shldr Bkwy						PMS	\$200,000
Cornelius Pass Rd. Mile Post 2 to Skyline Blvd	1.56	Shldr Bkwy						PMS	\$156,000
Cornell Rd. Pt 5400' W of Thompson Rd to Skyline Blvd	1.47	Shldr Bkwy						PMS	\$147,000
Division Dr. Troutdale Rd to Oxbow Dr	1.53	Shldr Bkwy						PMS	\$153,000

INVENTORY OF PLANNED BIKE FACILITIES: UNBUILT BIKEWAYS 1990

Location	Length	Facility	Built	Enhance	Cost	Pre-eminent Need RCIP	Funding	Capital Cost
Division St. Pt 110' E of 124th Ave to 257th Ave	6.58	Bike Lane	*	*	\$2,435		BKFD	
Division St. 257th Ave to Troutdale Rd	1.04	Bike Lane						\$104,000
Dodge Park Blvd. Orient Dr to County Line	4.15	Shldr Bkwy						\$415,000
Foster Rd. 117th Ave to Pt 150' E of 142nd Ave	1.23	Bike Lane				#1 Pri	RCIP	\$123,000
Foster Rd. Pt 300' E of Jenne Rd to County Line	1.13	Shldr Bkwy					PMS	\$113,000
Giese Rd. 182nd Ave to 190th Ave	0.40	Shldr Bkwy					PMS	\$40,000
Glisan St. 131st Pl to 139th Ave	0.34	L.S. Bikeway	*	*	\$92		BKFD	
Glisan St. 162nd Ave to 203rd Ave	2.06	Bike Lane	*	*	\$762		BKFD	
Glisan St. 203rd Ave to 223rd Ave	1.06	Bike Lane						\$106,000
Glisan St. 223rd Ave to 242nd Dr	0.99	Bike Lane						\$99,000
Hall Rd. 242nd Dr to 257th Dr	0.69	L.S. Bikeway	*	*	\$186		BKFD	
Halsey St. Pt 245' E of 157th Ave to 190th Ave	1.60	Bike Lane	*	*	\$592		BKFD	
Halsey St. 190th Ave to 201st Ave	0.53	Bike Lane				#1 Pri	RCIP	\$53,000
Halsey St. 201st Ave to Crown Pt Hwy	3.22	Bike Lane						\$322,000
Harold St. Pt 105' W of 105th Ave to 136th Ave	0.60	L.S. Bikeway						\$24,000
Hawthorne Bridge & Ramps SW 1st to Grand Ave	0.90 (See Will. River Bridges)	Undetermined						
Heiney Rd. 190th Ave to 209th Ave	1.31	L.S. Bikeway		*	\$354		BKFD	
Hewett Blvd. Humphery Blvd to Pt. 5200 W of Patton Rd	0.60	L.S. Bikeway						\$24,000

**INVENTORY OF PLANNED BIKE FACILITIES:
UNBUILT BIKEWAYS 1990**

Location	Length	Facility	Built	Enhance	Cost	Pre-eminent Need	RCIP	Funding	Capital Cost
Hogan Rd. Powell Blvd to Palmquist Rd	0.74	Bike Lane							\$74,000
Hogan Rd. Palmquist Rd to County Line	1.81	Bike Lane							\$181,000
Holgate Blvd. Pt 150' E of 112th Ave to 122nd Ave	0.46	Bike Lane	*	*	\$170			BKFD	
Holgate Blvd. 122nd Ave to 136th Ave	0.71	Bike Lane							\$71,000
Humphrey Blvd. Pt 420' W of Patton Rd to Pt 1286' E of Hewitt Blvd	1.13	L.S. Bikeway							\$45,200
Jenne Rd. 174th Ave to Pt 2050' N of Foster Rd	0.62	Bike Lane					#1 Pri	RCIP	\$62,000
Johnson Creek Bike Path - 40 Mile Loop Gresham to County Line	1.30	Bike Path						UNFD	\$273,000
Main St. 162nd Ave to 174th Ave	0.57	L.S. Bikeway					#1 Pri	RCIP	\$22,800
McKinley Rd. Pt 1900' E of Jenne Rd to 182nd Ave	0.50	Shldr Bkwy						PMS	\$50,000
Orient Dr. US 26 to Salquist Rd	0.47	Bike Lane							\$47,000
Orient Dr. Salquist Rd to Welch Rd	0.62	Bike Lane						GCIP	\$62,000
Orient Dr. Welch Rd to Dodge Park Rd	1.04	Shldr Bkwy						PMS	\$104,000
Oxbow Dr. Division Dr to Oxbow Pkwy	2.26	Shldr Bkwy						PMS	\$226,000
Oxbow Park Road Oxbow Pkwy to Oxbow Park	1.22	Shldr Bkwy						PMS	\$122,000
Oxbow Parkway Oxbow Dr to Oxbow Park Rd	1.34	Shldr Bkwy						PMS	\$134,000
Palmquist Rd. - 40 Mile Loop Hogan Rd to US 26	0.66	Bike Lane						GCIP	\$66,000
Palmquist Rd. - 40 Mile Loop US 26 to Orient Dr	0.13	Bike Lane							\$13,000
Patton Rd. Scholls Ferry Rd to Pt 400' S of Hewitt Blvd	1.18	L.S. Bikeway							\$47,200

**INVENTORY OF PLANNED BIKE FACILITIES:
UNBUILT BIKEWAYS 1990**

Location	Length	Facility	Built	Enhance	Cost	Pre-eminent Need	RCIP	Funding	Capital Cost
Powell Valley Rd. Burnside Rd to 257th Ave	0.35	Bike Lane							\$35,000
Powell Valley Rd. 257th Ave to 282nd Ave	1.33	L.S. Bikeway							\$53,200
Regner Road Roberts Rd to Butler Rd	1.51	L.S. Bikeway							\$60,400
Roberts Ave. - 40 Mile Loop Hogan Rd to Pt 1412' W of Hogan Rd	0.27	Bike Lane	*	*	\$100				
Salquist Rd. 262nd Ave to 282nd Ave	0.98	L.S. Bikeway							\$39,200
San Rafael St. 170th Pl to 181st Ave	0.44	L.S. Bikeway	*	*	\$119			BKFD	
San Rafael St. 181st Ave to 192nd Ave	0.52	L.S. Bikeway		*	\$140			BKFD	
Sauvie Island Bridge U.S. 30 to Sauvie Island Rd	0.23 (See Will. River Bridges)	Undetermined							
Sauvie Island Road Gillihan Rd to Pt 600' S of Reeder Rd	2.09	Bike Path				Hazard		BCIP	\$244,000
Sauvie Island Road 600' S of Reeder Rd to Ferry Rd	0.40	Shldr Bkwy				Hazard		BCIP	\$40,000
Scholls Ferry Rd. Hewitt Blvd to County Line	1.34	Bike Lane							\$134,000
Sellwood Bridge Macadam Bike Path to SE 6th Ave	0.37 (See Will. River Bridges)	Undetermined							
Shattuck Rd. Patton Rd to Windsor Ct	0.25	L.S. Bikeway							\$10,000
Skyline Blvd. Cornelius Pass Rd to Rocky Point Rd	4.63	Shldr Bkwy						PMS	\$463,000
Skyline Blvd. Pt 200' N of McNamee Rd to Cornelius Pass Rd	1.38	Shldr Bkwy						PMS	\$138,000
Skyline Blvd. Pt 1000' S of Cornell Rd to Pt 450' E of Greenleaf Rd	0.85	L.S. Bikeway							\$34,000
Springville Rd. Pt 200' W of Skyline Blvd to County Line	2.32	Shldr Bkwy						PMS	\$232,000
Stark St. Burnside Rd to 223rd Ave	1.66	Bike Lane	*	*	\$614			BKFD	

**INVENTORY OF PLANNED BIKE FACILITIES:
UNBUILT BIKEWAYS 1990**

Location	Length	Facility	Built	Enhance	Cost	Pre- eminent Need	RCIP	Funding	Capital Cost
Stark St. 223rd Ave to 242nd Ave	1.04	Bike Lane	Const.					RDFD	
Stark St. - 40 Mile Loop 257th Ave to Troutdale Rd	0.55	Bike Lane							\$55,000
Stark St. Pt 2500' W of Troutdale Rd to Crown Pt Hwy	1.50	Shldr Bkwy						PMS	\$150,000
Troutdale Rd. - 40 Mile Loop Cherry Park Rd to Stark St	1.00	Bike Lane							\$100,000
Troutdale Rd. Stark St to Sweet Briar Rd	0.76	Bike Lane				Hazard		BCIP	\$19,500
Troutdale Rd. Sweet Briar Rd to Strebin Rd	0.21	Shldr Bkwy				Hazard		BCIP	\$42,000
Troutdale Rd. Strebin Rd to 282nd Dr	1.39	Shldr Bkwy						PMS	\$42,000
Yamhill St. 217th Ave to 221st Ave	0.19	L.S. Bikeway	*	*	\$51			GCIP	
Walters Rd. Powell Valley Rd to 4th St	0.15	L.S. Bikeway			\$6,000			GCIP	
49th Ave. Stephenson St to County Line	0.74	Bike Lane	*	*	\$274			BKFD	
122nd Ave. Powell Blvd to Foster Rd	1.40	Bike Lane	*	*	\$518			BKFD	
130th Ave. Mill St to Division St	0.43	L.S. Bikeway	*	*	\$116			BKFD	
131st Pl. Glisan St to Halsey St	0.25	L.S. Bikeway		*	\$68			BKFD	
136th Ave. Division St to Foster Rd	1.87	Bike Lane				#1 Pri		RCIP	\$187,000
139th Ave. Division St to Glisan St	1.54	L.S. Bikeway							\$61,600
148th Ave. Burnside St to Glisan St	0.29	Bike Lane	*	*	\$107			BKFD	
148th Ave. Pt 200' S of Stark St to Powell Blvd	1.41	Bike Lane	*	*	\$522			BKFD	
148th Ave. Powell Blvd to Center St	4.38	Bike Lane	*	*	\$1,621			BKFD	

**INVENTORY OF PLANNED BIKE FACILITIES:
UNBUILT BIKEWAYS 1990**

Location	Length	Facility	Built	Enhance	Cost	Pre-eminent Need	RCIP	Funding	Capital Cost
162nd Ave. Halsey St to Hoyt St	1.16	Bike Lane					#1 Pri	RCIP	\$116,000
162nd Ave. Hoyt St to Burnside St	0.35	Bike Lane	Const.						
162nd Ave. Burnside St to Powell Blvd	1.89	Bike Lane	*	*	\$699			BKFD	
172nd Pl. Halsey St to San Rafael St	0.24	L.S. Bikeway	*	*	\$65			BKFD	
172nd Ave. Stark St to Halsey St	1.45	L.S. Bikeway	*	*	\$392			BKFD	
172nd Ave. Foster Rd to County Line	0.39	Shldr Bkwy						PMS	\$39,000
174th Ave. Stark St to Division St	1.01	Bike Lane					#1 Pri	RCIP	\$101,000
174th Ave. Division St to Jenne Rd	0.87	Bike Lane					#1 Pri	RCIP	\$87,000
181st Ave. Sandy Blvd to Halsey St	0.81	Bike Lane					#1 Pri	RCIP	\$81,000
181st Ave. Halsey St to Yamhill St	1.29	Bike Lane	*	*	\$477			BKFD	
182nd Ave. Yamhill St to Division St	0.80	Bike Lane	*	*	\$296			BKFD	
182nd Ave. McKinley Rd to Giese Rd	0.23	Shldr Bkwy						PMS	\$23,000
185th Dr. Sandy Blvd to Marine Dr	0.31	L.S. Bikeway							\$12,400
190th Ave. Powell Valley Rd to Highland Dr	0.38	L.S. Bikeway							\$15,200
190th Ave. Highland Dr to Butler Rd	0.76	Bike Lane							\$76,000
192nd Ave. Stark St to Glisan St	0.50	L.S. Bikeway	*	*	\$135			BKFD	
192nd Ave. Glisan St to Halsey St	0.50	L.S. Bikeway	*	*	\$135			BKFD	
192nd Ave. Halsey St to San Rafael St	0.24	L.S. Bikeway		*	\$65			BKFD	

**INVENTORY OF PLANNED BIKE FACILITIES:
UNBUILT BIKEWAYS 1990**

Location	Length	Facility	Built	Enhance	Cost	Pre-eminent Need	RCIP	Funding	Capital Cost
199th Ave. Burnside Ct to Burnside Rd	0.05	L.S. Bikeway	*	*	\$14			BCIP	
201st Ave./Dr. Sandy Blvd to Halsey St	0.80	Bike Lane					#1 Pri	RCIP	\$80,000
202nd Ave. Halsey St to Glisan St	0.69	Bike Lane					#1 Pri	RCIP	\$69,000
202nd Ave. Glisan St to Stark St	0.53	Bike Lane					#1 Pri	RCIP	\$53,000
202nd Ave. Stark St to Burnside Rd	0.26	Bike Lane				Exist. Link		BCIP	\$90,500
202nd Ave. Burnside Rd to Division St	0.74	Bike Lane							\$74,000
202nd Ave. Division St to Powell Blvd	0.51	Bike Lane							\$51,000
207th Ave. Sandy Blvd to 223rd Ave	1.50	Bike Lane					#1 Pri	RCIP	\$150,000
209th Ave. 23rd Ct to Butler Rd	0.70	Bike Lane							\$70,000
217th Ave. Fariss Rd to Yamhill St	0.19	L.S. Bikeway	*	*	\$51			GCIP	
223rd Ave. Stark St to Glisan St	0.60	Bike Lane	Const.					RDFD	
223rd Ave. Glisan St to Halsey St	0.47	Bike Lane							\$47,000
223rd Ave. Halsey St to Marine Dr	1.40	Bike Lane							\$140,000
223rd Ave. Marine Dr to Pt 1086 N of Marine Dr	0.21	Bike Lane	Const.					RDFD	
235th Ave. Division St to Burnside Rd	0.15	Bike Lane	*	*	\$56			BKFD	
235th Ave. Burnside Rd to Stark St	0.88	L.S. Bikeway		*	\$238			BKFD	
242nd Ave. Glisan St to Stark St	0.58	Bike Lane	Const.					RDFD	
242nd Ave. Stark St to Hall Rd	0.43	Bike Lane	*	*	\$159			BKFD	

INVENTORY OF PLANNED BIKE FACILITIES: UNBUILT BIKEWAYS 1990

Location	Length	Facility	Built	Enhance	Cost	Pre-eminant Need	RCIP	Funding	Capital Cost
242nd Ave. Hall Rd to Division St	0.58	Bike Lane					#1 Pri	RCIP	\$58,000
242nd Ave. Division St to Burnside Rd	0.19	Bike Lane	*	*	\$70			BKFD	
242nd Ave. Burnside Rd to Powell Blvd	0.26	Bike Lane					#1 Pri	RCIP	\$26,000
257th Ave. - 40 Mile Loop Division St to Bull Run Rd	0.51	Bike Lane	Const.				#1 Pri	RCIP	
257th Ave. - 40 Mile Loop Bull Run Rd to Powell Valley Rd	0.40	Bike Lane					#1 Pri	RCIP	\$40,000
257th Ave. - 40 Mile Loop Powell Valley Rd to Palmquist Rd	0.33	Bike Lane							\$33,000
282nd Ave. Troutdale Rd to Orient Dr	1.29	Shldr Bkwy						PMS	\$129,000
302nd Ave. Division St to Orient Dr	2.12	Shldr Bkwy						PMS	\$212,000

TOTALS:

Length 134.19

Enhancement \$19,921

Capital Cost \$9,812,600

Bikeway Lengths:

Bike Lanes	65.66
Bike Paths	8.98
Lane Sharing Bikeways	21.60
Shoulder Bikeways	36.32
Undetermined	1.63
Total Length	68.53

CAPITAL COST SUMMARY

Bike CIP =	\$1,341,900
Road CIP =	\$1,360,800
Gresham CIP =	\$128,000
Subtotal: CIP Funded	\$2,830,700
Pavement Management Fund =	\$3,059,000
Private Investment =	\$178,500
Subtotal: Non-CIP Funded	\$3,237,500
Bike Fund Eligible Costs =	\$2,673,400
Bike Fund Ineligible Costs =	\$1,071,000
Subtotal: Unfunded Capital Costs	\$3,744,400

TOTAL COUNTY BIKEWAY CAPITAL COSTS = \$9,812,600

Estimated Unit Cost of Bike Facilities

Bike Path	\$210,000/Mile	Shoulder Bikeway	\$100,000/Mile
Bike Lane, Enhancement Only	\$370/Mile	Bike Lane, w/ Road Construction	\$100,000/Mile
Lane Sharing Bikeway, Enhancement Only	\$270/Mile	Lane Sharing Bikeway, w/ Road Construction	\$40,000/Mile

Note: Actual costs will vary widely due to existing conditions. These are generalized cost estimates.

WILLAMETTE RIVER BRIDGES

Six Willamette River Bridges and their transition ramps are included in the Multnomah County Transportation System. Each bridge presents a unique problem to bicyclists. There are few easy solutions to providing greater bicycle accessibility and safety on Willamette River Bridges. Bicycle facilities and problems related to County bridges are described below:

Broadway Bridge: Shared bike lanes and pedestrian sidewalks are located on each side of the Broadway Bridge. Access is adequate from the east onto one-way bikelanes/sidewalks of adequate width on the bridge. A bicyclist-activated traffic signal is located at the intersection with the Broadway Avenue ramp, for adequate west-end access. Ramps continue west to intersect with 10th Avenue and 14th Avenue. No provision is made for bicyclists west of Broadway Street with potential conflicts between bicyclists and pedestrians or motorists, and poor transition between sidewalks and travel lanes.

Recommendation: Alternative bikeway facilities on ramps west of Broadway Street should be considered,

Burnside Bridge: The east and west approaches to the Burnside Bridge are satisfactory albeit fairly congested with high traffic volumes. Bicyclists do not have preferential lanes and share the sidewalk with pedestrians, or the curb lane with motorists.

Recommendation: The Bicycle Master Plan recommends striping two 4-5 foot lanes for preferential bicycle travel, one-way on each side of the bridge. The cost is minimal, approximately \$1,200, to re-stripe all the travel lanes to provide space for the proposed bike lanes.

Hawthorne Bridge: The Hawthorne Bridge is a major bicycle access route to downtown Portland. This bridge also presents many problems to bicyclists. Narrow sidewalks with much traffic must be shared with pedestrians on the bridge. Motor vehicle lanes can not be shared because of the hazardous road surface. Curb cuts from ramp bike lanes to sidewalks occur in conflict with pedestrian and bus traffic. Motor vehicle on-ramps and off-ramps do not provide for the unrestricted flow of bicycles and create potentially hazardous conditions.

Recommendation: A study of the Hawthorne Bridge and ramps should be undertaken to resolve areas of bicycle/pedestrian and bicycle/motor vehicle conflict. The feasibility of supplemental structures should be investigated as a means to provide separated bikeways. Any new or reconstructed ramps should include preferential bicycle facilities wherever possible.

Morrison Bridge: Bicycles are prohibited from the Morrison Bridge to avoid conflicts with motor vehicles accessing and egressing I-5. Because of this prohibition, other Willamette River Bridges are even more vital as bicycle links between downtown Portland, and the Eastside.

Willamette River Bridges, Cont'd

Sauvie Island Bridge: On the Sauvie Island Bridge bicyclists must share narrow travel lanes, and approach the bridge up a long and steep grade. Because of the popularity of the island among recreational and sport bicyclists, caution must then be taken by motorists and cyclists.

Sellwood Bridge: Bicyclists may use the narrow travel lanes of the long and sloping Sellwood Bridge. This is not a very comfortable travel situation for many cyclists. The other option is to walk their bicycles on the bridge sidewalks. Because of the narrow sidewalks and conflicts with pedestrians, bicyclist were prohibited by the County from riding on the sidewalk. This was not an altogether popular move, but the options were limited.

Recommendation: When a replacement to the Sellwood bridge is built, consideration should be given to the needs of bicyclists and pedestrians.

Appendix II

Roads with High Rates of Bicycle Accidents 1984 - 1988

The Bicycle Program examined data from the Oregon Department of Motor Vehicles on bicycle accidents that occur from 1984 through 1988 on Multnomah County roads designated in the Bicycle Master Plan for bicycle facilities. Locations of these accidents were recorded on a map, and roads with several accidents were examined for their accident rates per mile. The locations with the highest rates are listed below.

Road	From	To	Length in Miles	# of Accidents	Rate per Mile Over 5 Years
162nd Avenue	Burnside Road	Taggart	1.2	13	10.8
181st Avenue	Halsey Street	Stark Street	1.3	14	10.8
Burnside Road	202nd Avenue	Division Street	2	11	5.5
122nd Avenue	Powell Blvd	Harold Street	1	5	5.0
Glisan Street	181st Avenue	202nd Avenue	1.1	5	4.5
Division Street	124th Avenue	257th Avenue	6.6	29	4.4

Appendix III
Chart for Ranking Bike CIP Projects

Project: _____

1. Hazard Reduction

a) Accident history (0-5 points) _____

b) Public report of hazard (0-3 points) _____

c) Traffic conditions (0-6 points) ____ + ____ + ____ _____

Total Hazard Reduction Points (0-15 points) _____

2. Potential Use

a) Current use (0-5 points) _____

b) Logical destinations (0-5 points) _____

Total Potential Use Points (0-10) _____

3. Outside Funding Opportunities

a) Based on outside funding (0-10 points) _____

4. Bikeway System Enhancement

a) Connections to existing bike route
facilities (0-10 points) _____

b) Route in needed area (0-5 points) _____

Total System Enhancement Points (0-15) _____

5. Additional Benefits

a) Award up to 15 points (0-15 points) _____

Total Points for Project _____

Meeting Date: FEB 14 1991

Agenda No.: R-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Intergovernmental Agreement With City Of Portland

BCC Informal February 12, 1991
(date)

BCC Formal February 14, 1991
(date)

DEPARTMENT Environmental Services

DIVISION Community Development

CONTACT Janet Hawkins

TELEPHONE 248-3707

PERSON(S) MAKING PRESENTATION Cecile Pitts

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):
This IGA is a contract for services between the City of Portland's Bureau of Community Development and Multnomah County's Community Development Division. It will provide staff time and printing costs for the Fair Housing Officer to conduct Fair Housing Initiatives Program (FHIP) activities.

Funding for the Fair Housing Initiatives Program (FHIP) activities will be provided by a grant from the U.S. Department of Housing and Urban Development. Therefore, there will be no fiscal/budgetary impact.

2/15/91 originals to JANET HAWKINS

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1991 FEB -6 PM 1:46
MULTNOMAH COUNTY
OREGON



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106) Contract # 301411A17

MULTNOMAH COUNTY OREGON Amendment #

CLASS I <input type="checkbox"/> Professional Services under \$10,000	CLASS II <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement RATIFIED Multnomah County Board of Commissioners <u>R-2 February 14, 1991</u>
---	---	--

Contact Person Janet Hawkins Phone 248-5000 Date 1/28/91

Department Environmental Services Division Community Dev. Bldg/Room 412/DES

Description of Contract This contract provides for FHIP Program services; including:
conducting a fair housing outreach session and educational workshops.

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

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

Contractor Name City of Portland--Bureau of
Community Development
 Mailing Address 808 SW Third Avenue, #600
Portland, OR 97204

Phone 796-5166

Employer ID # or SS #

Effective Date February 15, 1991

Termination Date January 31, 1992

Original Contract Amount \$ 3,895.00

Amount of Amendment \$

Total Amount of Agreement \$ 3,895.00

Payment Term
☐ Lump Sum \$
☒ Monthly \$ Upon receipt of
☐ Other \$ Voucher Request form
☐ Requirements contract - Requisition required.
 Purchase Order No.
☐ Requirements Not to Exceed \$

REQUIRED SIGNATURES:
 Department Manager [Signature] Date Feb 1, 1991
 Purchasing Director [Signature] Date
 (Class II Contracts Only)
 County Counsel [Signature] Date 2/4/91
 County Chair/Sheriff [Signature] Date 2/14/91

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.									FHIP Specialist	\$3,895.00	
02.											
03.											

AGREEMENT BETWEEN
MULTNOMAH COUNTY, OREGON

and

THE CITY OF PORTLAND

for the Completion of

Fair Housing Initiatives Program (FHIP) Activities

This agreement, entered into this 15th day of February, 1991, between Multnomah County, State of Oregon (hereinafter referred to as the "County"), and The City of Portland (hereinafter referred to as the "City"):

RECITALS

- A. The County is an urban county applicant for Fair Housing Initiatives Program (FHIP) and will receive FHIP Education and Outreach grant funds for the purpose of carrying out eligible activities under regulations promulgated by the Department of Housing and Urban Development (HUD) at 24 CFR Part 125;
- B. The County and various cities and organizations within the County, including the City, have agreed to cooperate in the undertaking of essential Fair Housing Initiatives Program assistance activities.
- C. The County desires to have certain services performed by the City as described within this agreement for the purpose of implementing eligible activities under the Act and HUD regulations;
- D. It is appropriate and mutually desirable that the City be designated by the County to undertake the aforementioned eligible activities, so long as the requirements of HUD Regulations, state law and local law are adhered to, as provided for herein;
- E. The purpose of this agreement is to provide for cooperation between the County and the City, as the parties in this agreement, in implementing such eligible activities in the manner described above;
- F. The parties are authorized and empowered to enter into this agreement by ORS 190.010 et seq. by the Constitution of the State of Oregon; and

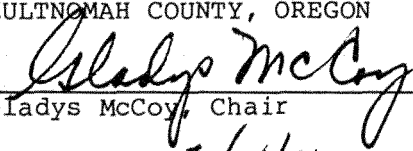
G. In consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually covenant and agree as provided for in this agreement.

THE CITY OF PORTLAND

Signature

Date

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

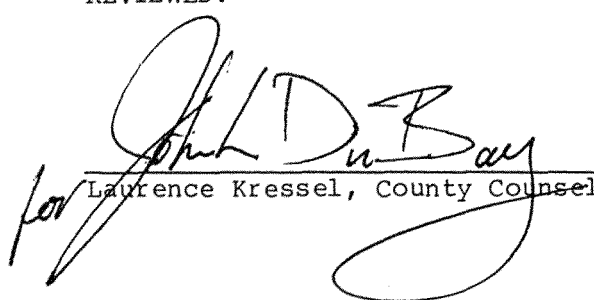


Gladys McCoy, Chair

2/14/91

Date

REVIEWED:



Laurence Kressel, County Counsel

RATIFIED
Multnomah County Board
of Commissioners

February 14, 1991

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PART I. GENERAL CONDITIONS

1. SCOPE OF AGREEMENT

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

2. SCOPE OF SERVICES

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

3. COMMENCEMENT AND TERMINATION OF PROJECTS

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

4. ADMINISTRATION

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

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

5. OPERATING BUDGET

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

6. COMPENSATION, METHOD OF PAYMENT AND TERM OF AGREEMENT

- A. The County will compensate the City for the services specified in the exhibits in an amount not to exceed the total of Three-Thousand, Eight-Hundred, and Ninety-Five dollars (\$3,895) for the period of February 1, 1991 through January 31, 1992. The County certifies that sufficient funds exist in its contract with the Federal Treasury to cover its contribution under this Agreement.
- B. Payment will be requested by the City on a reimbursement basis by submitting an Invoice for Services Provided and a monthly summary of program progress and accomplishments, the forms to be signed by the City's authorized representative in a manner prescribed by the County.
- C. This contract is subject to future appropriations by the Multnomah County Board of Commissioners.
- D. The County will make payment to the City as soon as practicable but not more than thirty (30) days after said invoice is received and approved by the Community Development Division unless specific other payment arrangements are agreed to by County and City.

7. FUNDING ALTERNATIVES AND FUTURE SUPPORT

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

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

8. OPERATION/MAINTENANCE

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

9. AMENDMENTS

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

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

10. ASSIGNMENT AND SUBCONTRACTING

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

11. HOLD HARMLESS AND INDEMNIFICATION

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

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

12. CONFLICT OF INTEREST

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

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

13. ENFORCEMENT

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

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

14. TERMINATION

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

- (4) City fail to obligate project funds, extenuating circumstances withstanding, subject to an extension granted under Section 3, B by no later than the last day of the program year (January 31st) in which program year the award was made; or
 - (5) The City fail to submit reports or submit incomplete or inaccurate reports in any material respect.
- B. This Agreement is subject to termination upon 30 days written notice by the City should:
- (1) The County fail in its commitment under this Agreement to provide funding for services rendered, as herein provided; or
 - (2) Fair Housing Initiatives Program grant funds become no longer available from the Federal Government or through the County.
- C. Otherwise this Agreement will terminate on the latest termination date specified herein and will be subject to extension only by mutual agreement and amendment in accordance with this Agreement.
- D. Upon termination of this Agreement any unexpended balance of Agreement funds will remain with the County.
- E. In the event that termination occurs under paragraph A(1) of this section, the City will return to the County all funds which were expended in violation of the terms of this Agreement.

15. REVERSION OF ASSETS

Upon expiration the City shall transfer to the County any PHIP funds on hand at the time of expiration and any accounts receivable attributable to the use of PHIP funds.

PART II. FEDERAL AND LOCAL PROGRAM REQUIREMENTS

1. APPLICABLE REGULATIONS

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

2. PROCUREMENT STANDARDS

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

3. NONDISCRIMINATION

A. General

The City will comply with all federal, state and local laws prohibiting discrimination on the basis of age, sex, marital status, race, creed, color, national origin, handicap, or familial status. These requirements are specified in Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VIII, as amended by the Fair Housing Amendments Act of 1988; Executive Order 11063; Executive Order 11246; and Section 3 of the Housing and Urban Development Act of 1968. Specifically, the City is prohibited from taking any discriminatory actions defined in the HUD Regulations at 24 CFR 570.601(b) (1-3) and will take such affirmative and corrective actions as required by the Regulations at CFR 570.601(b) (4). These requirements are summarized in the following paragraphs:

B. Program Benefit

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

C. Fair Housing

The City will take necessary and appropriate actions to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the federal government. (Civil Rights Act of 1968, Title VIII as amended by the Fair Housing Amendments Act of 1988, Executive Order 11063, as amended by Executive Order 12259.)

D. Employment

- (1) In all solicitations under this Agreement, the City will state that all qualified applicants will be considered for employment. The words "equal opportunity employer" in advertisements will constitute compliance with this section.
- (2) The City will not discriminate against any employee or applicant for employment in connection with this Agreement because of age, sex, marital status, race, creed, color, national origin, handicap, age, marital status, and familial status, except when there is a bona fide occupational limitation. The City will not refuse to hire, employ or promote, or bar, discharge, dismiss, reduce in compensation, suspend, demote, or discriminate in work activities, terms or conditions because an individual has a physical or mental handicap in any employment in connection with this Agreement unless it can be shown that the particular handicap prevents the performance of the work involved. Such action will include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training. (Executive Order 11246 as amended.)

E. Contractors and Suppliers

- (1) No contractor, subcontractor, union or vendor engaged in any activity under this Agreement will discriminate in the sale of materials, equipment or labor on the basis of age, sex, marital status, race, creed, color, national origin, handicap, age, marital status, and familial status. No contractor, subcontractor, union or vendor engaged in any activity under this Agreement will refuse to hire, employ or promote, or bar, discharge, dismiss, reduce in compensation, suspend, demote or discriminate in work activities, terms or conditions because an individual has a physical or mental handicap in any employment in connection with this Agreement unless it can be shown that the particular handicap prevents the performance of the work involved. Such practices include upgrading, demotion, recruiting transfer, layoff, termination, payrate, and advertisement for employment. (Executive Order 11246 as amended.)

4. PROPERTY MANAGEMENT

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

5. LABOR STANDARDS

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

6. ACCESSIBILITY

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

7. NONPARTICIPATION IN POLITICAL ACTIVITIES

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

8. NONSUBSTITUTION FOR LOCAL FUNDING

The Fair Housing Initiatives Program (FHIP) funding made available under this Agreement will not be utilized by the City to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of funds under this Agreement.

9. PUBLIC INFORMATION

In all news releases and other public notices related to projects funded under this Agreement, the City will include information identifying the source of funds as the Multnomah County Fair Housing Initiatives Program.

PART III. EVALUATION AND RECORD KEEPING

1. EVALUATION

The City agrees to participate with the County in any evaluation project or performance report, as designed by the County or the appropriate Federal agency, and to make available all information required by any such evaluation process.

2. AUDITS AND INSPECTIONS

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

3. RECORDS

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

4. RETENTION OF RECORDS

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

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

PART IV. EXHIBITS

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

C. CAPITAL OUTLAY: Not Applicable

19. Capital Outlay:

Quantity	Item	Total Cost
		\$

20. Real Property Acquisition:

		\$
--	--	----

21. TOTAL CAPITAL OUTLAY

\$ - 0 -

22. TOTAL

\$ 4,895.00

II. SOURCES OF PROJECT FUNDING:

1. Federal	\$
2. State	\$
3. Local Cash	\$ 500.00
4. County (FHIP)	\$ 4,895.00
5. In-Kind Service & Supply	\$ 3,565.18
6. Other (detail) private	\$
7. Subtotal	\$ 8,960.18
8.	
9. TOTAL PROJECT COST	\$ 8,960.18

* Includes match for other activities including case management services.

III. AUTHORIZATION:

Date

Authorized Signature for Project

Date

Authorized Signature for Project

COUNTY USE ONLY

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

Signature

Exhibit B

SCOPE OF SERVICES

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

The City will contribute funds to the project in an amount no less than \$500.00. City funds will be used to finance provision of project activities listed below. Where City and County funds are combined to finance activities, all City funds will be spent before County funds are drawn down. The City will further contribute in-kind services in the amount of \$565.18 to this project as described below.

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

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

1. PROJECT ACTIVITIES

(A) Under the terms of this contract, the Agency shall designate a part-time (.12 FTE) staff person to coordinate Fair Housing Initiatives Program (FHIP) activities. The FHIP Specialist shall conduct two main program functions:

- (1) Bring together housing industry associations, government agencies and fair housing groups to come together to work on identifying illegal housing practices and identifying ways to correct them. This "Round Table" discussion will take place to (1) identify what illegal practices currently exist and (2) develop recommendations for eliminating the practices.
 - a. Cooperate in meetings between HUD, government agencies, housing industry associations and fair housing advocates to plan "Round Table" sessions.
 - b. Take lead responsibility in conducting one session.
 - c. Produce a written report from the session, identifying illegal practices and recommendations for alleviating such practices.
- (2) To plan and implement four smaller scale training workshops, one each quarter, for tenant organizations, community-based groups and civic associations.
 - a. Cooperate in a workshop committee to assist in the planning of the sessions.
 - b. Recruit speakers who are expert in fair housing issues.

Exhibit C
Page 2

- c. Publicize the workshops with flyers, mailings and promotional articles in minority people's publications.
 - d. Conduct trainings in different regions of the metropolitan area with an emphasis on reaching into different neighborhoods and communities.
- (3) The Agency agrees that services under this contract will be for residents of Multnomah County.
 - (4) Prior to entering into any subcontract under this Agreement, the City will forward to the County copies of all contract documents for approval.
 - (5) The City will provide documentation to the County at project completion showing that the project activities were completed in accordance with this Agreement.
 - (6) In addition to the records referred to in Part III of this Agreement, the City will maintain records of the hours worked and rates of compensation for all personnel performing work under this Agreement.
 - (7) The City will perform all necessary and appropriate community information activities.

B. PROJECT COORDINATION

The project will be coordinated by City staff according to Part I, number 4 of this Agreement, and in compliance with Office of Management and Budget Circular A-102 and all other federal, state and local laws. Project coordination responsibilities will include but not be limited to the following:

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

EXHIBIT C

Project No. _____

Project Year 1991

LGFS No. _____

AUTHORIZATION SIGNATURE CARD

Program Name Fair Housing Initiatives Program

Applicant's Name The City of Portland

Address 808 SW Third Avenue, #808

City, State, Zip Portland, Oregon 97204

Telephone Number 796-5166

SIGNATURE OF INDIVIDUALS AUTHORIZED TO SIGN FINANCIAL DOCUMENTS:

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

NAME (TYPED)

SIGNATURE

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

Date

Signature of Authorized Official

Title of Authorized Official

EXHIBIT D

VOUCHER REQUEST

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

Project Title: Fair Housing Initiatives Program Project No. _____

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

FROM _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

Contact Person: _____ Telephone _____

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

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

\$

\$

\$

TOTALS

RECEIVED TO DATE: _____ EXPENDED THIS PERIOD: _____

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

UNTAPPED BALANCE: _____ VOUCHER AMOUNT REQ.: _____

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

AUTHORIZED

SIGNATURE _____

NAME _____

DATE _____

Do not write below this line.

Reviewed and Approved _____ Date to Finance _____

EXHIBIT E

Project No.: _____

Voucher Request No.: _____

PROJECT PROGRESS STATEMENT

Prepared by: _____ telephone No.: _____

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

Name of Activity	Status*	% Complete	Description of Progress

Comments

- * On time
Ahead of Schedule
Late

REQUIRED RECORDS

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



MULTNOMAH COUNTY OREGON

CONTACT: Janet Hawkins, 248-3707
Teri Duffy, 248-3308

YES

PHOTO, VIDEO, AUDIO OPPORTUNITY:

IMMEDIATE RELEASE

MULTNOMAH COUNTY ANNOUNCES NEW FAIR HOUSING PROJECT

A press conference will be held on Thursday, February, 14, 1991 at 9:15 AM at the Multnomah County Courthouse, Room 602, to announce the County's new "Fair Housing Education and Outreach" project. Non-profit agency participants, Multnomah County Chair, Gladys McCoy, Commissioner Gretchen Kaufory from the City of Portland and Multnomah County staff will present an overview of the Fair Housing project. The U.S. Department of Housing and Urban Development (HUD) has awarded a \$75,000 grant from its Fair Housing Initiatives Program to fund the project.

The "Fair Housing Education and Outreach" project will sponsor activities which prevent or eliminate discriminatory housing practices. The project activities planned for 1991-1992 include workshop sessions for the community; trainings for realtors and property managers; specialized outreach to the disabled; a state-wide fair housing conference and production of fair housing educational materials.

"The project has been developed with an eye toward preventing housing discrimination problems in our community," says Chair Gladys McCoy. "This federal grant, one of only forty nation-wide, will make it possible to bring a comprehensive array of fair housing education services to our residents. People employed in the housing industry will receive information on their responsibilities under civil rights law. People seeking housing will become informed about civil rights protections."

Multnomah County will contract with a number of non-profit agencies to conduct project activities, including: the Multi-Family Housing Council of Oregon; Human Solutions, Inc.; Multnomah County Legal Aid Service; Access Oregon; the Portland Community Housing Resource Board; and the Urban League of Portland. The City of Portland's (Bureau of Community Development) Fair Housing Office has joined in cooperation to assist the County in training workshops for tenant organizations and neighborhood community groups and to participate in "Round Table" discussions with housing industry associations, government agencies, and fair housing advocacy groups to identify illegal discriminatory housing practices that continue to exist.

#

Gladys McCoy,
County Chair

Multnomah County Courthouse
1021 S.W. Fourth Avenue
Portland, Oregon 97204

BOARD OF
COUNTY COMMISSIONERS
FEB 12 PM 1:52
MULTNOMAH COUNTY
OREGON

GLADYS McCOY
Multnomah County Chair
1021 S. W. 4th Avenue
Room 134
Portland, Oregon 97204

Clerk of the Board
Building 101/Room 606



MULTNOMAH COUNTY OREGON

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

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

Multnomah County
Fair Housing Initiatives Program (FHIP)
Education and Outreach Project
February, 1991

The Multnomah County Community Development Division has received a \$75,000 grant from the U.S. Department of Housing and Urban Development (HUD) to conduct education and outreach activities under the Fair Housing Initiatives Program. HUD established this federal "Education and Outreach Initiatives" funding to support community-based programs which prevent or eliminate discriminatory housing practices. HUD's other emphasis through the FHIP program is designated for "Enforcement Initiatives" under the federal civil rights law.

Clearly, there is a continuing need to educate the community on fair housing law. An estimated two-hundred reports of housing discrimination were made to government agencies in Oregon during 1989-90. Of this number, the State of Oregon's Civil Rights Division and HUD handled 105 formal complaints through their administrative resolution process. In addition to these complaints, a number of private lawsuits were filed.

Education and outreach on state and federal fair housing law addresses the housing discrimination issue in two ways. First, people employed in the housing industry receive training and materials designed to educate them about their responsibilities under civil rights law. Second, people who are seeking housing learn about civil rights protections.

Multnomah County's Fair Housing Education and Outreach Project will contract with a number of non-profit agencies to conduct program activities. Those cooperating on the project, include: Multi-Family Housing Council of Oregon; Multnomah County Legal Aid Service; Access Oregon; Urban League of Portland; the Portland Community Housing Resource Board; and Human Solutions, Inc. The City of Portland's Fair Housing Office will also be working with the project. Project activities, which will be conducted in 1991-92, are summarized below:

Information Materials--Brochures on fair housing rights will be developed for people seeking housing in the rental market. These brochures will be produced in english, spanish and the predominant asian languages. Information directed toward special populations, ie. families with children and the disabled, will also be developed.

Instructional Materials--Training packets on fair housing law and affirmative marketing will be developed for landlords and realtors.

91C/2535C

Fair Housing Initiatives Program
February, 1991
Page 2

Fair Housing Conference--The Seventh Annual Oregon Fair Housing Conference is scheduled to take place on April 18, 1991 in Portland.

Training Workshops--Twelve workshops will be held to provide fair housing information to tenant organizations, housing advocates and social service providers.

Media Campaign--Public service announcements about fair housing laws will be developed for radio and television.

Outreach to the Disabled--Assistance will be provided to disabled persons who are seeking housing.

Community Round Table Discussions--These sessions will be designed to bring together housing industry associations, government agencies, and minority advocacy organizations to identify illegal housing practices and make recommendations to address these practices.

For more information on the Multnomah County's Fair Housing Initiatives Program, call Janet Hawkins, Community Development Specialist, at (503) 248-3707.



MULTNOMAH COUNTY OREGON

REAL PROPERTY LEASE DESCRIPTION FORM

☐ Revenue ☐ County Owned ☒ Intergovernmental Agreement
☒ Expense ☐ Road Fund ☐ Private
☐ Rent Free Agreement ☐ Tax Title
☐ Sublease

R-3 FEBRUARY 14, 1991

Property Management
Contact Person Bob Oberst Phone 248-3851 Date 2-6-91

Division Requesting Lease Human Services/Aging Services Division

Contact Person Don Kiester Phone 248-3646

Lessor Name State of Oregon Property Mgmt Effective Date March 1, 1991

Mailing Address 1225 Ferry St., S.E. Termination Date June 30, 1992

Salem, OR. 97210 Term of Lease 16 Months w/option to extend

Phone 378-2865 Total Amount of Agreement \$ 82,960

Lessee name Multnomah County Payment Terms

Mailing Address 2505 SE 11th Ave. ☐ Annual \$ ☒ Monthly \$ 5,185.00

Portland, OR. 97202 ☐ Other \$

Phone 248-3851

Address of 1430 S.W. Broadway

Lease Property Portland, OR. 97

Purpose of Lease Aging Services Division West Branch operating services

FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJ	SUB OBJ	REV SOURCE	SUB REV	REPT CATEG
156	010	1920	401	6170		1727		

REQUIRED SIGNATURES:

Department Head [Signature] Date 2/7/91

County Counsel [Signature] Date

Budget Office [Signature] Date

Risk Manager [Signature] Date

Property Management [Signature] Date 2-6-91

County Executive/Sheriff [Signature] Date

CODE		FOR ACCOUNTING / PURCHASING ONLY									
VENDOR NAME		YEAR	AUTHORIZATION NOTICE					ENCUMBRANCE "APRON" ONLY			
LINE NO.	NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC. DEC. IND.
	30170-1										

SUBLEASE

This Sublease, made and entered this 14th day of January, 1991, is by and between State of Oregon, Department of Human Resources ("Sublessor"), and Multnomah County, Oregon, ("Sublessee").

This Sublease is subordinate to a prior Sublease between American Guaranty Life Insurance Company referred to therein as AGLIC, (Sublessor) and the State of Oregon, Department of Human Resources, (Sublessee). In the event of any conflict of terms, the superior lease terms will prevail.

WITNESSETH:

1. Grant. Sublessor leases to Sublessee and Sublessee leases from Sublessor approximately 5185 square feet of rentable space on the Second Floor of the building at 1430 S.W. Broadway, Portland, Oregon, hereinafter referred to as the "Premises", more particularly delineated on Exhibit A attached hereto and by this reference made a part hereof.

Sublessee shall also have use of the restrooms and entry facilities shown on Exhibit A.

2. Use of Premises. Sublessee may use the Premises for all lawful purposes incidental or necessary to the Multnomah County Aging Services Division operations.
3. Term. The initial term of this Sublease shall commence on delivery of possession on March 1, 1991, and shall end on June 30, 1992.

Sublessor grants to Sublessee the option to extend the term hereof for additional periods of one year each, not to exceed 3 such periods. Sublessee may exercise these options by written notice to Sublessor at least thirty (30) days prior to expiration of the then existing term. Other provisions and conditions of this Sublease will remain the same during such extended terms.

4. Rental. Total monthly rental shall be fifty one hundred and eighty five dollars (\$5185.00) payable in advance on the first day of each month of this Sublease, prorating for any partial month of the term of this Sublease.
5. Utilities and Services. All utilities and services, except telephone services, which are commonly utilized in connection with office purposes, shall be provided by Sublessor at its cost.
6. Parking. Sublessor shall provide, upon the block on which the Premises is located, four (4) secured and covered parking spaces and six (6) open parking spaces within the common lot for Sublessee's exclusive use in connection with its use of the Premises.
7. Insurance. Sublessor and Sublessee agree that each shall be responsible for insuring its own interest in real and personal property at the Premises as it shall see fit and waives any right of subrogation it may have against the other.

8. Alterations and Improvements. Sublessor, prior to commencement of the term hereof, shall construct at its expense improvements to the Premises in accordance with the specifications stated in Exhibit B. Sublessee may, at its expense, make alterations to the Premises, provided that Sublessee shall not make or undertake any such alteration without Sublessor's prior approval, which shall not be unreasonably withheld. Sublessee may be required to remove such items at the end of the sublease term.
9. Secured Premises. Sublessee shall be entitled to lock the doors as indicated on Exhibit A to prevent entry by anyone not authorized by Sublessee to enter the Premises. In the event the building in which the Premises are situated are leased to others in such a configuration as to render said prevention of entry ineffective, Sublessor shall, prior to occupancy by another party, provide equivalent means for Sublessee to maintain such security against unauthorized entry to the Premises.
10. Repairs and Maintenance. Sublessor, shall be responsible for repairs and maintenance of the premises, provided that damage thereto which may result from acts of Sublessee, its agents, employees or invitees shall be repaired by Sublessee.
11. Casualty. If, during the term hereof, the Premises are damaged by a casualty such as fire, earthquake, or other event which precludes Sublessee's reasonable use of the Premises for a period greater than ninety (90) days, Sublessee may, in its sole discretion, elect to terminate this Sublease without further obligation.
12. Indemnity. Sublessee shall not allow any liens to attach to the Premises as a result of its activities. Neither Sublessor nor Sublessee shall indemnify the other for any claim, liability, damage or loss to third parties occurring on the Premises.
13. Default. In the event of default by either party hereto in the performance of its obligations hereunder, the other party may terminate this Sublease upon thirty (30) days continuation of such default following written notice thereof to the defaulting party.
14. Taxes. *Under the provisions of ORS 307.112, certain real property tax savings resulting from the exemption of the property leased herein may accrue to Sublessor. The tax savings resulting from the exemption under such statute attributed to Sublessee shall be credited to Sublessee by a monthly reduction of the rent. The amount of the rental reduction (the only rental offset permitted under this Sublease) shall be determined annually in November by multiplying the exempt value by the then current term through the next succeeding month of June, coincident with the tax year in question.

*The rental rate specified in Paragraph 4 contains the pro-rata share of the property taxes in the amount of \$5530.30 for the tax year 1990-91.

15. Non-Appropriation of Rent. Notwithstanding any other provision of this Sublease, this Sublease agreement shall terminate without penalty to Sublessee in the event the Board of County Commissioners of Sublessee shall fail as of July 1st of each fiscal year to appropriate sufficient funds for rent and additional rent payments to come due during the fiscal year.
16. Surrender of Premises. Upon expiration of the term hereof or other termination of this Sublease, Sublessee immediately shall surrender and deliver upon the Premises to Sublessor in the same condition as Sublessee receives the Premises, ordinary wear and tear excepted. Thereafter, neither party shall have any obligation to the other under this Sublease.
17. Operating Expense Escalation/Deescalation.

(a) A lease year shall be the 12 month period commencing with the first full month of Lessee's occupancy of the premises, and each 12 month period thereafter. For this Lease the first lease year, January, 1991, through December 31, 1991, shall be considered the base year for calculation of operating expenses. Space occupied by this Sublessee is 17 per cent of total area: $30,000 / 5185 = 17\%$.

(b) Operating expenses which are subject to escalation/deescalation shall mean, and shall only include expenses required of Lessor to furnish all utilities, janitorial services and supplies to the Premises. Operating expenses shall not include expenditures for building maintenance, property management, insurance coverage, other items which are capitalized by Lessor for tax purposes, depreciation, or debt service paid by Lessor.

(c) Within 45 days of the end of the base year, as herein defined, Lessor shall provide Lessee with an itemized statement detailing Lessor's operating expenses for the Premises. Upon receipt, Lessee shall review the statement to ensure that expenses listed are in accordance with the Lease Paragraph 5. Lessor shall provide, upon Lessee's requests, books, records, or invoices, substantiating listed expenses.

When concurrence with base year expenses is reached, a Letter of Understanding, will be signed by both parties, formally establishing those expenses. Future escalation or deescalation of operating expenses shall be in accordance with terms outlined in Paragraph 17 (d), below.

(d) If during the term of this Lease, Lessor's expenses for operation of the Premises as defined in (b) of this paragraph, increase or decrease over expenses during the base year, Lessee shall pay its proportionate share of the increase or receive a rent reduction equal to its proportionate share of the decrease. Lessor shall provide a statement to Lessee within 45 days after the end of the lease year, detailing the increases/decreases in the operating expenses. Lessor is deemed to have waived the right to so adjust the rent in case Lessor fails to provide the

statement to Lessee within the 45 day period. If the operating expenses cover property in addition to the Premises, Lessee's portion of the increase or decrease shall be based on Lessee's proportionate share (rentable area occupied by Lessee) of the total rentable area covered by the operating expenses, including areas occupied by Lessor and vacant rentable space. Lessee may choose to pay for any increase in a lump sum within thirty (30) days of receipt of statement from Lessor, or to increase its monthly rent by an amount equal to 1/12 of the increase, commencing with the next monthly payment.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Sublease Agreement as of the day and year first written above.

SUBLESSOR: STATE OF OREGON
Dept. of Human Resources

By *Dennis L. Richardson*

APPROVED:
STATE OF OREGON
Department of General Services

By *Paul [Signature]*

APPROVED:
American Guaranty Life Insurance Company

By ATTACHED

JH:nar
8938H

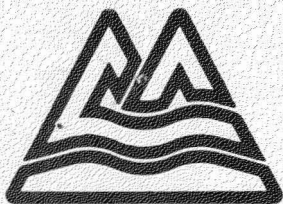
SUBLESSEE:
Multnomah County

By *D. Duane Zussy*
D. Duane Zussy, Director, DHS

REVIEWED:
LAWRENCE KRESSEL: County Counsel
for Multnomah County, Oregon

By *John L. DuBay*
John L. DuBay, Deputy County Counsel

By *Gladys McCoy*
Gladys McCoy, Multnomah County Chair



MULTNOMAH COUNTY OREGON

REAL PROPERTY LEASE DESCRIPTION FORM

- ☐ Revenue ☐ County Owned ☐ Intergovernmental Agreement
☒ Expense ☐ Road Fund ☒ Private
☐ Rent Free Agreement ☐ Tax Title
☐ Sublease

Property Management Contact Person Bob Oberst Phone 243-3851 Date 2-6-91
Division Requesting Lease Human Services/Aging Services Division
Contact Person Don Kester Phone 248-3646

Lessor Name Urban Equities, Inc.
Mailing Address c/o Norris & Stevens
610 SW Broadway #200
Phone Portland, OR. 97205 223-3171

Effective Date March 1, 1991
Termination Date February 28, 1996
Term of Lease 5 years
Total Amount of Agreement \$ 853,369.20

Lessee name Multnomah County
Mailing Address 2505 SE 11th Ave.
Portland, OR. 97202
Phone 248-3851

Payment Terms
☐ Annual \$ _____ ☒ Monthly \$ 14,222.82
☐ Other \$ _____

FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJ	SUB OBJ	REV SOURCE	SUB REV	REPT CATEG
256	010	1930	AS01					1727

Address of Lease Property 5315 MLK Blvd.
Portland, OR. 97

Purpose of Lease Aging services Division- Northeast Branch operating offices. This replaces and cancels lease dated November 7, 1990 containing incorrect lessor and term.

REQUIRED SIGNATURES:

Department Head [Signature] Date 2-8-91
County Counsel [Signature] Date _____
Budget Office [Signature] Date _____
Risk Manager [Signature] Date _____
Property Management [Signature] Date 2-6-91
County Executive/Sheriff [Signature] Date 2/20/91

CODE		FOR ACCOUNTING / PURCHASING ONLY									
VENDOR NAME		YEAR	AUTHORIZATION NOTICE					ENCUMBRANCE "APRON" ONLY			
LINE NO.	NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC. DEC. IND.
	301851										

OFFICE LEASE

This lease, made and entered into at Portland, Oregon, this 22nd day of January, 19 91, by and between
LANDLORD: Urban Equities, Inc.
and TENANT: Multnomah County

Landlord hereby leases to Tenant the following
approximately 15,542 square feet; see attached Exhibit A (the
Premises in the Walnut Park Building building
(the Building) at 5315 NE Martin Luther King Boulevard,
Portland, Oregon, for a term commencing March 1, 1991,
and continuing through February 28, 19 96; at a Base Rental of
\$14,222.82 (U.S.) per month payable in advance on the day
of each month commencing March 1, 1991.

Landlord and Tenant covenant and agree as follows:

.1 Delivery of Possession


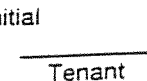
Should Landlord be unable to deliver possession of the Premises on the date fixed for the commencement of the term, commencement will be deferred and Tenant shall owe no rent until notice from Landlord tendering possession to Tenant. If possession is not so tendered within 90 days following commencement of the term, then Tenant may elect to cancel this lease by notice to Landlord within 10 days following expiration of the 90-day period. Landlord shall have no liability to Tenant for delay in delivering possession, ~~nor shall such delay extend the term of this lease in any manner.~~ *

.1 Rent Payment

Tenant shall pay the Base Rent for the Premises and any additional rent provided herein without deduction or offset. Rent for any partial month during the lease term shall be prorated to reflect the number of days during the month that Tenant occupies the Premises. Additional rent means amounts determined under paragraphs 19.1 and 19.3 of this Lease and any other sums payable by Tenant to Landlord under this Lease. Rent not paid when due shall bear interest at the rate of one-and-one-half percent per month until paid. Landlord may at its option impose a late charge of \$.05 for each \$1 of rent for rent payments made more than 10 days late in lieu of interest for the first month of delinquency, without waiving any other remedies available for default.

.1 Lease Consideration


Upon execution of the lease Tenant has paid the Base Rent for the first full month of the lease term for which rent is payable and in addition has paid the sum of \$ as lease consideration. Landlord may apply the lease consideration to pay the cost of performing any obligation which Tenant fails to perform within the time required by this lease, but such application by Landlord shall not be the exclusive remedy for Tenant's default. If the lease consideration is applied by Landlord, Tenant shall on demand pay the sum necessary to replenish the lease consideration to its original amount. To the extent not applied by Landlord to cure defaults by Tenant, the lease consideration shall be applied against the rent payable for the last month of the term. The lease consideration shall not be refundable.

Please initial
 Landlord
 Tenant

* If possession occurs after the above commencement date, then the expiry date shall be changed so that it is sixty (60) months after the possession date.

- 4.1 **Use** Tenant shall use the Premises as business offices for office & activity center for/citizens. and for no other purpose without Landlord's written consent. In connection with its use, Tenant shall at its expense promptly comply with all applicable laws, ordinances, rules and regulations of any public authority and shall not annoy, obstruct, or interfere with the rights of other tenants of the Building. Tenant shall create no nuisance nor allow any objectionable fumes, noise, or vibrations to be emitted from the Premises. Tenant shall not conduct any activities that will increase Landlord's insurance rates for any portion of the Building or that will in any manner degrade or damage the reputation of the Building.
- 4.2 **Equipment** Tenant shall install in the Premises only such office & kitchen equipment as is customary for general office & kitchen use and shall not overload the floors or electrical circuits of the Premises or Building or alter the plumbing or wiring of the Premises or Building. Landlord must approve in advance the location and manner of installing any electrical, heat generating or communication equipment or exceptionally heavy articles. Any additional air conditioning required because of heat generating equipment or special lighting installed by Tenant shall be installed and operated at Tenant's expense.
- 4.3 **Signs** No signs, awnings, antennas, or other apparatus shall be painted on or attached to the Building or anything placed on any glass or woodwork of the Premises or positioned so as to be visible from outside the Premises without Landlord's written approval as to design, size, location, and color. All signs installed by Tenant shall comply with Landlord's standards for signs and all applicable codes and all signs and sign hardware shall be removed upon termination of this lease with the sign location restored to its former state unless Landlord elects to retain all or any portion thereof.
- 5.1 **Utilities and Services** Landlord will furnish heat, electricity, elevator service, and if the Premises are air conditioned, air conditioning during the normal Building hours of 8:00 AM to 6:00 PM, Monday through Friday, except holidays and 8:00 AM to 12:00 noon Saturdays, except holidays. Janitorial service will be provided in accordance with the regular schedule of the Building, which schedule and service may change from time to time. Tenant shall comply with all government laws or regulations regarding the use or reduction of use of utilities on the Premises. Interruption of services or utilities shall not be deemed an eviction or disturbance of Tenant's use and possession of the Premises, render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this lease, but Landlord shall take all reasonable steps to correct any interruptions in service. Electrical service furnished will be 110 volts unless different service already exists in the Premises.
- 5.2 **Extra Usage** If Tenant uses excessive amounts of utilities or services of any kind because of operation outside of normal Building hours, high demands from office machinery and equipment, nonstandard lighting, or any other cause, Landlord may impose a reasonable charge for supplying such extra utilities or services, which charge shall be payable monthly by Tenant in conjunction with rent payments. In case of dispute over any extra charge under this paragraph, Landlord shall designate a qualified independent engineer whose decision shall be conclusive on both parties. Landlord and Tenant shall each pay one-half of the cost of such determination.
- 5.1 **Maintenance and Repair** Landlord shall have no liability for failure to perform required maintenance and repair unless written notice of the needed maintenance or repair is given by Tenant and Landlord fails to commence efforts to remedy the problem in a reasonable time and manner. Landlord shall have the right to erect scaffolding and other apparatus necessary for the purpose of making repairs, and Landlord shall have no liability for interference with Tenant's use because of repairs and installations. Tenant shall have no claim against Landlord for any interruption or reduction of services or interference with Tenant's occupancy, and no such interruption or reduction shall be construed as a constructive or other eviction of Tenant. Repair of damage caused by negligent or intentional acts or breach of this lease by Tenant, its employees or invitees shall be at Tenant's expense.
- 5.2 **Alterations** Tenant shall not make any alterations, additions, or improvements to the Premises, change the color of the interior, or install any wall or floor covering without Landlord's prior written consent. Any such additions, alterations, or improvements, except for removable machinery and unattached movable trade fixtures, shall at once become part of the realty and belong to Landlord. Landlord may at its option require that Tenant remove any alterations and restore the Premises to the original condition upon termination of this lease. Landlord shall have the right to approve the contractor used by Tenant for any work in the Premises, and to post notices of nonresponsibility in connection with any work being performed by Tenant in the Premises.
- 7.1 **Indemnity** Tenant shall not allow any liens to attach to the Building or Tenant's interest in the Premises as a result of its activities. ~~Tenant shall indemnify and defend Landlord from any claim, liability, damage, or loss occurring on the Premises, arising out of any activity by Tenant, its agents, or invitees or resulting from Tenant's failure to comply with any term of this lease. Landlord shall have no liability to Tenant because of loss or damage caused by the acts or omissions of other Tenants of the Building, or by third parties.~~
- 7.2 **Insurance** ~~Tenant shall carry liability insurance with the following limits~~
~~which insurance shall have an endorsement naming Landlord and Landlord's agent, if any, as an insured and covering the liability insured under paragraph 7.1 of this lease. Tenant shall furnish a certificate evidencing such insurance which shall state that the coverage shall not be cancelled or materially changed without 10 days' advance notice to Landlord and Landlord's agent, if any, and a renewal certificate shall be furnished at least 10 days prior to expiration of any policy.~~

Lessee is a self-insured public body, liable for the torts of its employees, agents and invitees pursuant to the Oregon Torts Claim Act.

Please initial
 Landlord
 _____ Tenant

6.1 Fire or Casualty

"Major Damage" means damage by fire or other casualty to the Building or the Premises which causes the Premises or any substantial portion of the Building to be unusable, or which will cost more than 25 percent of the pre-damage value of the Building to repair, or which is not covered by insurance. In case of Major Damage, Landlord may elect to terminate this lease by notice in writing to Tenant within 30 days after such date. If this lease is not terminated following Major Damage, or if damage occurs which is not Major Damage, Landlord shall promptly restore the Premises to the condition existing just prior to the damage. Tenant shall promptly restore all damage to tenant improvements or alterations installed by Tenant or pay the cost of such restoration to Landlord if Landlord elects to do the restoration of such improvements. Rent shall be reduced from the date of damage until the date restoration work being performed by Landlord is substantially complete, with the reduction to be in proportion to the area of the Premises not useable by Tenant.

8.2 Waiver of Subrogation

Tenant shall be responsible for insuring its personal property and trade fixtures located on the Premises and any alterations or tenant improvements it has made to the Premises. Neither Landlord nor Tenant shall be liable to the other for any loss or damage caused by water damage, sprinkler leakage, or any of the risks that are or could be covered by a standard all risk insurance policy with an extended coverage endorsement, or for any business interruption, and there shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss.

9.1 Eminent Domain

If a condemning authority takes title by eminent domain or by agreement in lieu thereof to the entire Building or a portion sufficient to render the Premises unsuitable for Tenant's use, then either party may elect to terminate this lease effective on the date that possession is taken by the condemning authority. Rent shall be reduced for the remainder of the term in an amount proportionate to the reduction in area of the Premises caused by the taking. All condemnation proceeds shall belong to Landlord, and Tenant shall have no claim against Landlord or the condemnation award because of the taking.

10.1 Assignment and Subletting

This lease shall bind and inure to the benefit of the parties, their respective heirs, successors, and assigns, provided that Tenant shall not assign its interest under this lease or sublet all or any portion of the Premises without first obtaining Landlord's consent in writing. This provision shall apply to all transfers by operation of law including but not limited to mergers and changes in control of Tenant. No assignment shall relieve Tenant of its obligation to pay rent or perform other obligations required by this lease, and no consent to one assignment or subletting shall be a consent to any further assignment or subletting. Landlord shall not unreasonably withhold its consent to any assignment, or to subletting provided the subrental rate or effective rental paid by the assignee is not less than the current scheduled rental rate of the Building for comparable space and the proposed Tenant is compatible with Landlord's normal standards for the Building. If Tenant proposes a subletting or assignment to which Landlord is required to consent under this paragraph, Landlord shall have the option of terminating this lease and dealing directly with the proposed subtenant or assignee, or any third party. If an assignment or subletting is permitted, any cash profit, or the net value of any other consideration received by Tenant as a result of such transaction shall be paid to Landlord promptly following its receipt by Tenant. Tenant shall pay any costs incurred by Landlord in connection with a request for assignment or subletting, including reasonable attorneys' fees.

_____ written notice from Lessor

11.1 Default

Any of the following shall constitute a default by Tenant under this lease:

(a) Tenant's failure to pay rent or any other charge under this lease within 10 days after it is due, or failure to comply with any other term or condition within 20 days following written notice from Landlord specifying the noncompliance. If such noncompliance cannot be cured within the 20-day period, this provision shall be satisfied if Tenant commences correction within such period and thereafter proceeds in good faith and with reasonable diligence to effect compliance as soon as possible. Time is of the essence of this lease.

(b) Tenant's insolvency, business failure or assignment for the benefit of its creditors. Tenant's commencement of proceedings under any provision of any bankruptcy or insolvency law or failure to obtain dismissal of any petition filed against it under such laws within the time required to answer; or the appointment of a receiver for Tenant's properties.

(c) Assignment or subletting by Tenant in violation of paragraph 10.1.

(d) Vacation or abandonment of the Premises without the written consent of Landlord.

11.2 Remedies for Default

In case of default as described in paragraph 11.1 Landlord shall have the right to the following remedies which are intended to be cumulative and in addition to any other remedies provided under applicable law:

(a) Landlord may terminate the lease and retake possession of the Premises. Following such retaking of possession, efforts by Landlord to relet the Premises shall be sufficient if Landlord follows its usual procedures for finding tenants for the space at rates not less than the current rates for other comparable space in the Building. If Landlord has other vacant space in the Building, prospective tenants may be placed in such other space without prejudice to Landlord's claim to damages or loss of rentals from Tenant.

(b) Landlord may recover all damages caused by Tenant's default which shall include an amount equal to rentals lost because of the default, lease commissions paid for this lease, and the unamortized cost of any tenant improvements installed by Landlord to meet Tenant's special requirements. Landlord may sue periodically to recover damages as they occur throughout the lease term, and no action for accrued damages shall bar a later action for damages subsequently accruing. Landlord may elect in any one action to recover accrued damages plus damages attributable to the remaining term of the lease. Such damages shall be measured by the difference between the rent under this lease and the reasonable rental value of the Premises for the remainder of the term, discounted to the time of judgement at the prevailing interest rate on judgements.

Landlord

Please initial

Tenant

(c) Landlord may make any payment or perform any obligation which Tenant has failed to perform, in which case Landlord shall be entitled to recover from Tenant upon demand all amounts so expended, plus interest from the date of the expenditure at the rate of one-and-one-half percent per month. Any such payment or performance by Landlord shall not waive Tenant's default.

.1 Surrender

On expiration or early termination of this lease Tenant shall deliver all keys to Landlord and surrender the Premises broom clean and in the same condition as at the commencement of the term subject only to reasonable wear from ordinary use. Tenant shall remove all of its furnishings and trade fixtures that remain its property and restore all damage resulting from such removal. Failure to remove shall be an abandonment of the property, and Landlord may dispose of it in any manner without liability. If Tenant fails to vacate the Premises when required, including failure to remove all its personal property, Landlord may elect either: (i) to treat Tenant as a tenant from month to month, subject to the provisions of this lease except that rent shall be one-and-one-half times the total rent being charged when the lease term expired; or (ii) to eject Tenant from the Premises and recover damages caused by wrongful holdover.

.1 Regulations

Landlord shall have the right (but shall not be obligated) to make, revise and enforce regulations or policies consistent with this lease for the purpose of promoting safety, order, economy, cleanliness, and good service to all tenants of the Building. All such regulations and policies shall be complied with as if part of this lease.

.1 Access

During times other than normal Building hours Tenant's officers and employees or those having business with Tenant may be required to identify themselves or show passes in order to gain access to the Building. Landlord shall have no liability for permitting or refusing to permit access by anyone. Landlord shall have the right to enter upon the Premises at any time by passkey or otherwise to determine Tenant's compliance with this lease, to perform necessary services, maintenance and repairs to the Building or the Premises, or to show the Premises to any prospective tenant or purchasers. Except in case of emergency such entry shall be at such times and in such manner as to minimize interference with the reasonable business use of the Premises by Tenant.

.2 Furniture and Bulky Articles

Tenant shall move furniture and bulky articles in and out of the Building or make independent use of the elevators only at times approved by Landlord following at least 24 hours' written notice to Landlord of the intended move. Landlord will not unreasonably withhold its consent under this paragraph.

.1 Notices

Notices between the parties relating to this lease shall be in writing, effective when delivered, or if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated in this lease or to such other address as either party may specify by notice to the other. Notice to Tenant may always be delivered to the Premises. Rent shall be payable to Landlord at the same address and in the same manner, but shall be considered paid only when received.

.1 Subordination

This lease shall be subject and subordinate to any mortgages, deeds of trust, or land sale contracts (hereafter collectively referred to as encumbrances) now existing against the Building. At Landlord's option this lease shall be subject and subordinate to any future encumbrance hereafter placed against the Building (including the underlying land) or any modifications of existing encumbrances, and Tenant shall execute such documents as may reasonably be requested by Landlord or the holder of the encumbrance to evidence this subordination.

.2 Transfer of Building

If the Building is sold or otherwise transferred by Landlord or any successor, Tenant shall attorn to the purchaser or transferee and recognize it as the lessor under this lease, and, provided the purchaser assumes all obligations hereunder, the transferor shall have no further liability hereunder.

.3 Estoppels


Either party will within 20 days after notice from the other execute, acknowledge and deliver to the other party a certificate certifying whether or not this lease has been modified and is in full force and effect; whether there are any modifications or alleged breaches by the other party; the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent; and any other facts that may reasonably be requested. Failure to deliver the certificate within the specified time shall be conclusive upon the party of whom the certificate was requested that the lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate. If requested by the holder of any encumbrance, or any ground lessor, Tenant will agree to give such holder or lessor notice of and an opportunity to cure any default by Landlord under this lease.

.1 Attorneys' Fees

In any litigation arising out of this lease, the prevailing party shall be entitled to recover attorneys' fees at trial and on any appeal.

.1 Quiet Enjoyment

Landlord warrants that so long as Tenant complies with all terms of this lease it shall be entitled to peaceable and undisturbed possession of the Premises free from any eviction or disturbance by Landlord. Landlord shall have no liability to Tenant for loss or damages arising out of the acts of other tenants of the Building or third parties, nor any liability for any reason which exceeds the value of its interest in the Building.

 Please initial

Landlord Tenant

19.1 Additional Rent-Tax Adjustment Whenever for any calendar year the real property taxes levied against the Building and its underlying land (and any tax levied wholly or partially in lieu thereof) exceed those levied during the calendar year in which this lease commenced, then the monthly rental for the next succeeding calendar year shall be increased by one-twelfth of such tax increase times Tenant's proportionate share. "Real property taxes" as used herein means all taxes and assessments of any public authority against the Building and the land on which it is located and the cost of contesting any tax. If any portion of the Building is occupied by a tax-exempt tenant so that the Building has a partial tax exemption under ORS 307.112 or a similar statute, then real property taxes shall mean taxes computed as if such partial exemption did not exist. If a separate assessment or identifiable tax increase arises because of improvements to the Premises, then Tenant shall pay 100 percent of such increase.

19.2 Tenant's Proportionate Share "Tenant's proportionate share" as used herein means the area of the Premises, divided by the total area of the Building (not including basement storage space), with area determined using one of the methods of building measurement defined by the Building Owners and Managers Association (BOMA). Tenant's proportionate share as of the lease commencement date shall be 20.74% percent.

19.3 Additional Rent-Operating Expense Adjustment Tenant shall pay as additional rent its proportionate share, as defined in 19.2, of the amount by which operating expenses for the Building increase over those experienced by Landlord during the calendar year when this lease commenced (base year). As of January 1 of each year Landlord shall estimate the amount by which operating expenses are expected to increase, if any, over those incurred in the base year. Monthly rental for the year shall be increased by one-twelfth of Tenant's share of the estimated increase. Following the end of each calendar year, Landlord shall compute the actual increase in operating expenses and bill Tenant for any deficiency or credit Tenant with any excess collected. As used herein "operating expenses" shall mean all costs of operating and maintaining the Building as determined by standard real estate accounting practice, including, but not limited to: all water and sewer charges; the cost of steam, natural gas, electricity provided to the Building; janitorial and cleaning supplies and services; administration costs and management fees; superintendent fees; security services, if any; insurance premiums; licenses, permits for the operation and maintenance of the Building and all of its component elements and mechanical systems; the annual amortized capital improvement cost (amortized over such a period as Lessor may select but not shorter than the period allowed under the Internal Revenue Service Code and at a current market interest rate) for any capital improvements to the Building required by any governmental authority or those which have a reasonable probability of improving the operating efficiency of the Building.

20.1 Complete Agreement This lease and the attached Exhibits and Schedules, if any, constitute the entire agreement of the parties and supersede all prior written and oral agreements and representations. Neither Landlord nor Tenant is relying on any representations other than those expressly set forth herein.

Addendum attached.

Reviewed:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By: _____

Date: _____

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this lease as of the day and year first written above.

LANDLORD: Urban Equities, Inc.

By Urban Equities Inc.

Address for notices: c/o Norris & Stevens, Inc.
610 SW Broadway, Suite 200
Portland, Oregon 97205

Name: [Signature]
Title: Pres.

TENANT: Multnomah County

By _____

Address for notices: 2505 SE Eleventh
Portland, Oregon 97202

Name: _____
Title: _____

ADDENDUM

Addendum to that lease dated January 22, 1991, by and between Urban Equities, Inc., Lessor, and Multnomah County, Lessee.

1. Option:

Lessor grants lessee an option to extend said lease for a term of four years, commencing March 1, 1996, and expiring on February 28, 2000. Lessee shall notify Lessor in writing of its intention to exercise this option not less than ninety (90) days and not more than one hundred eighty (180) days prior to the expiration of the lease. All terms and conditions shall remain the same, except the rental rate, which shall be negotiated between Lessor and Lessee, but in no event shall the new rent be less than \$11,008.92 plus any operating expenses passed through to Lessee throughout the term of the original lease presently being paid. If the possession date and expiry date are changed in accordance with paragraph 1.1, then the above dates for commencement and expiration of the option shall be changed accordingly.

2. Property Taxes:

Under the provisions of ORS 307.112, certain real property tax savings resulting from the exemption of the property leased herein may accrue to the building. The tax savings resulting from the exemption under such statute shall be attributed to benefit the Lessee by a monthly reduction in the rent equal to the annual savings caused by the exemption divided by eight.

The amount of the rental offset shall be determined annually in November by multiplying the exempt value by the correct tax rate, divided by eight, and applying the reduction to the lease payments due in November through June coincident with the tax year in question.

3. First Right of Refusal:

Lessee shall have the first right of refusal to buy the Walnut Park Office Building, located at 5315 NE Martin Luther King Jr. Boulevard. Upon written notice by Lessor (or Lessor's agent) to Lessee that Lessor has received a bona fide offer to buy said building, Lessee shall have thirty (30) days to meet or better said offer. If Lessee chooses to meet or better said offer, Lessee and Lessor shall be bound by the terms and conditions in the offer or such other terms as may be acceptable to Lessor. If Lessee does not within the thirty (30) day period accept the offer, Lessor is free to enter into the transaction as outlined in the bond fide offer and Lessee shall have no further claim or rights to the building offered, or claim against Lessor. Lessee's first right of refusal shall be reinstated if Lessor is unable to conclude the sale.

4. Amortization of Tenant Improvements:

Lessor and Lessee agree that the tenant improvement allowance provided by Lessor is \$144,481. This sum is in addition to \$55,000 paid by Lessor towards tenant improvements as referred in paragraph 5 below. \$144,481 shall be amortized over the term of the lease at 12% per annum in the amount of \$3,213.90 per month. The sum of \$3,213.90 combined with the monthly rent of \$11,008.92 equals \$14,222.82, which is the base monthly rent due on the first day of the month of the lease term, plus any rental adjustments herein. Lessor agrees to recalculate the monthly amortization of the tenant improvement allowance if Lessee makes a lump sum payment to reduce the tenant improvement allowance balance. Said recalculation shall be based upon the remaining unpaid principle balance of tenant improvement allowance at the time of payment less the payment tendered, and the new tenant improvement balance shall be amortized over the remaining month of the lease, using a 12% per annum interest rate. This new monthly amortization amount shall be added to the monthly rental rate of \$11,008.92, plus any amounts of rental adjustments herein to determine a new base rent for the remainder of the lease term.

Addendum
Urban Equities, Inc./Multnomah County
Page Three

5. Lessee will make a cash payment of \$55,000 in addition to the first month's rent. Said payment shall be applied against the tenant improvement costs.
6. Lessee accepts responsibility for the cost of repair and/or replacement of exterior window glass, which is part of their leased premises.
7. Non-Recordation:

Neither party shall record this lease or any memoranda based hereon. Any attempt to do so shall constitute a material breach of the lease.
8. Upon execution of this lease by Lessee and Lessor, it is agreed and understood by Lessee and Lessor that lease dated November 7, 1990, shall be null and void.

The signatures affixed below signify approval and acceptance of the foregoing lease proposal.

APPROVED AND ACCEPTED

BY: Gladys McCoy DATE: 3/11/91
Gladys McCoy
Multnomah County Chair

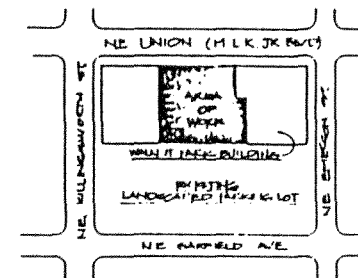
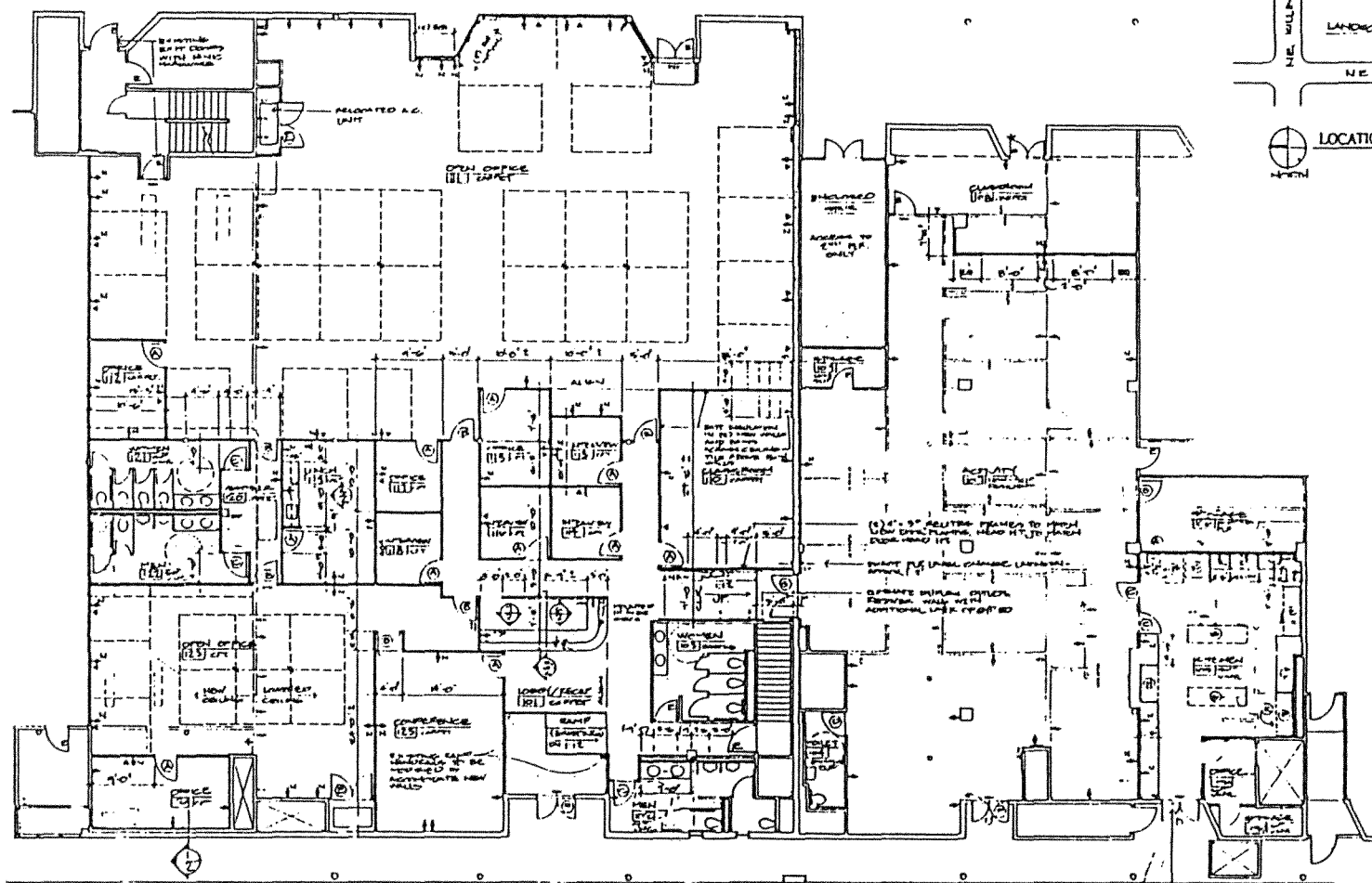
BY: [Signature] DATE: 3/20/91
Urban Equities, Inc.

Reviewed:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By: [Signature]

Date: 2/12/91



LOCATION MAP

FIRST FLOOR PLAN

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date FEB 14 1991
Agenda No. R-3

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Ratification of a lease agreement with the
State of Oregon and Aging Services

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Human Services DIVISION Aging Services

CONTACT Cilla Murray TELEPHONE 248-3646

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD D. Zussy

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

The attached lease agreement is between the State of Oregon and the Aging Services Division West Branch for the new site located at 1430 SW Broadway.

2/15/91 originals to Bob Oberst

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

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ General Fund

Other _____

SIGNATURES:

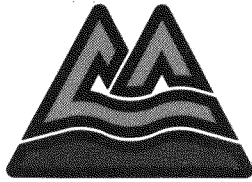
DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: *[Signature]*

BUDGET / PERSONNEL *[Signature]*

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

OTHER *[Signature]*
(Purchasing, Facilities Management, etc.)

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



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
421 S.W. FIFTH AVENUE, SUITE 600
PORTLAND, OREGON 97204
(503) 248-3782
FAX: (503) 248-3828

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

M E M O R A N D U M

TO: Gladys McCoy
Multnomah County Chair

VIA: Duane Zussy, Director *Duane Zussy*
Department of Human Services

FROM: James McConnell, Director
Aging Services Division

DATE: February 7, 1991

SUBJECT: Approval of the Attached Lease Agreement

RECOMMENDATION: The Aging Services Division recommends County Chair and Board approval of the attached lease agreement with the State of Oregon.

ANALYSIS: The attached 16-month \$82,960 lease is for the new West Branch of the Aging Services Division. A Bud Mod to appropriate the costs of renovating and relocating the branch office is forthcoming.

BACKGROUND: Aging Services Division has accumulated unexpended funds due to staff vacancies. These unexpended Central office costs are being transferred to the West Branch organization to help pay for costs of relocating the Branch Office from its current location in the Northwest Service Center to a larger location downtown. The funds that have been identified for these purposes are derived from grant sources, are unavailable for transfer into the general fund, and have been approved for such reprogramming by the funding sources. The Aging Services Division has been negotiating with the N.W. Service Center for additional space; negotiations have been unsuccessful.

[3005F]



103701

MULTNOMAH COUNTY OREGON**REAL PROPERTY
LEASE DESCRIPTION FORM****RATIFIED****Multnomah County Board
of Commissioners**

- ☐ Revenue
☒ Expense
☐ Rent Free Agreement

- ☐ County Owned
☐ Road Fund
☐ Tax Title
☐ Sublease

- ☒ Intergovernmental Agreement
☐ Private

R-3 FEBRUARY 14, 1991

Property ManagementContact Person Bob Oberst Phone 248-3851 Date 2-6-91Division Requesting Lease Human Services/Aging Services DivisionContact Person Don Kiester Phone 248-3646Lessor Name State of Oregon Property MgmtEffective Date March 1, 1991Mailing Address 1225 Ferry St., S.E.Termination Date June 30, 1992Salem, OR. 97310Term of Lease 16 Months w/option to extendPhone 378-2865

Total Amount

of Agreement \$ 82,960Lessee name Multnomah County**Payment Terms**Mailing Address 2505 SE 11th Ave.☐ Annual \$ ☒ Monthly \$ 5,185.00Portland, OR. 97202☐ Other \$ Phone 248-3851

FUND	AGENCY	ORGAN- IZATION	ACTIVITY	OBJ	SUB OBJ	REV SOURCE	SUB REV	REPT CATEG
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Address of 1430 S.W. Broadway

156	010	1920	501	6170		1727		
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Lease Property Portland, OR. 97Purpose of Lease Aging Services Division West Branch operating services**REQUIRED SIGNATURES:**Department Head [Signature] Date 2/7/91County Counsel [Signature] Date 2/7/91Budget Office [Signature] Date Risk Manager [Signature] Date Property Management [Signature] Date 2-6-91County Executive/Sheriff [Signature] Date 2/14/91

CODE		FOR ACCOUNTING / PURCHASING ONLY									
VENDOR NAME		YEAR		AUTHORIZATION NOTICE						ENCUMBRANCE "APRON" ONLY	
LINE NO.	NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC. DEC. IND.

WHITE-PURCHASING

CANARY-INITIATOR

PINK-CLERK OF THE BOARD

GREEN-FINANCE

GOLDENROD-BUDGET

SUBLEASE

This Sublease, made and entered this 14th day of January, 1991, is by and between State of Oregon, Department of Human Resources ("Sublessor"), and Multnomah County, Oregon, ("Sublessee").

This Sublease is subordinate to a prior Sublease between American Guaranty Life Insurance Company referred to therein as AGLIC, (Sublessor) and the State of Oregon, Department of Human Resources, (Sublessee). In the event of any conflict of terms, the superior lease terms will prevail.

WITNESSETH:

1. Grant. Sublessor leases to Sublessee and Sublessee leases from Sublessor approximately 5185 square feet of rentable space on the Second Floor of the building at 1430 S.W. Broadway, Portland, Oregon, hereinafter referred to as the "Premises", more particularly delineated on Exhibit A attached hereto and by this reference made a part hereof.

Sublessee shall also have use of the restrooms and entry facilities shown on Exhibit A.

2. Use of Premises. Sublessee may use the Premises for all lawful purposes incidental or necessary to the Multnomah County Aging Services Division operations.
3. Term. The initial term of this Sublease shall commence on delivery of possession on March 1, 1991, and shall end on June 30, 1992.

Sublessor grants to Sublessee the option to extend the term hereof for additional periods of one year each, not to exceed 3 such periods. Sublessee may exercise these options by written notice to Sublessor at least thirty (30) days prior to expiration of the then existing term. Other provisions and conditions of this Sublease will remain the same during such extended terms.

4. Rental. Total monthly rental shall be fifty one hundred and eighty five dollars (\$5185.00) payable in advance on the first day of each month of this Sublease, prorating for any partial month of the term of this Sublease.
5. Utilities and Services. All utilities and services, except telephone services, which are commonly utilized in connection with office purposes, shall be provided by Sublessor at its cost.
6. Parking. Sublessor shall provide, upon the block on which the Premises is located, four (4) secured and covered parking spaces and six (6) open parking spaces within the common lot for Sublessee's exclusive use in connection with its use of the Premises.
7. Insurance. Sublessor and Sublessee agree that each shall be responsible for insuring its own interest in real and personal property at the Premises as it shall see fit and waives any right of subrogation it may have against the other.

8. Alterations and Improvements. Sublessor, prior to commencement of the term hereof, shall construct at its expense improvements to the Premises in accordance with the specifications stated in Exhibit B. Sublessee may, at its expense, make alterations to the Premises, provided that Sublessee shall not make or undertake any such alteration without Sublessor's prior approval, which shall not be unreasonably withheld. Sublessee may be required to remove such items at the end of the sublease term.
9. Secured Premises. Sublessee shall be entitled to lock the doors as indicated on Exhibit A to prevent entry by anyone not authorized by Sublessee to enter the Premises. In the event the building in which the Premises are situated are leased to others in such a configuration as to render said prevention of entry ineffective, Sublessor shall, prior to occupancy by another party, provide equivalent means for Sublessee to maintain such security against unauthorized entry to the Premises.
10. Repairs and Maintenance. Sublessor, shall be responsible for repairs and maintenance of the premises, provided that damage thereto which may result from acts of Sublessee, its agents, employees or invitees shall be repaired by Sublessee.
11. Casualty. If, during the term hereof, the Premises are damaged by a casualty such as fire, earthquake, or other event which precludes Sublessee's reasonable use of the Premises for a period greater than ninety (90) days, Sublessee may, in its sole discretion, elect to terminate this Sublease without further obligation.
12. Indemnity. Sublessee shall not allow any liens to attach to the Premises as a result of its activities. Neither Sublessor nor Sublessee shall indemnify the other for any claim, liability, damage or loss to third parties occurring on the Premises.
13. Default. In the event of default by either party hereto in the performance of its obligations hereunder, the other party may terminate this Sublease upon thirty (30) days continuation of such default following written notice thereof to the defaulting party.
14. Taxes. *Under the provisions of ORS 307.112, certain real property tax savings resulting from the exemption of the property leased herein may accrue to Sublessor. The tax savings resulting from the exemption under such statute attributed to Sublessee shall be credited to Sublessee by a monthly reduction of the rent. The amount of the rental reduction (the only rental offset permitted under this Sublease) shall be determined annually in November by multiplying the exempt value by the then current term through the next succeeding month of June, coincident with the tax year in question.

*The rental rate specified in Paragraph 4 contains the pro-rata share of the property taxes in the amount of \$5530.30 for the tax year 1990-91.

15. Non-Appropriation of Rent. Notwithstanding any other provision of this Sublease, this Sublease agreement shall terminate without penalty to Sublessee in the event the Board of County Commissioners of Sublessee shall fail as of July 1st of each fiscal year to appropriate sufficient funds for rent and additional rent payments to come due during the fiscal year.
16. Surrender of Premises. Upon expiration of the term hereof or other termination of this Sublease, Sublessee immediately shall surrender and deliver upon the Premises to Sublessor in the same condition as Sublessee receives the Premises, ordinary wear and tear excepted. Thereafter, neither party shall have any obligation to the other under this Sublease.

17. Operating Expense Escalation/Deescalation.

(a) A lease year shall be the 12 month period commencing with the first full month of Lessee's occupancy of the premises, and each 12 month period thereafter. For this Lease the first lease year, January, 1991, through December 31, 1991, shall be considered the base year for calculation of operating expenses. Space occupied by this Sublessee is 17 per cent of total area: $30,000 / 5185 = 17\%$.

(b) Operating expenses which are subject to escalation/deescalation shall mean, and shall only include expenses required of Lessor to furnish all utilities, janitorial services and supplies to the Premises. Operating expenses shall not include expenditures for building maintenance, property management, insurance coverage, other items which are capitalized by Lessor for tax purposes, depreciation, or debt service paid by Lessor.

(c) Within 45 days of the end of the base year, as herein defined, Lessor shall provide Lessee with an itemized statement detailing Lessor's operating expenses for the Premises. Upon receipt, Lessee shall review the statement to ensure that expenses listed are in accordance with the Lease Paragraph 5. Lessor shall provide, upon Lessee's requests, books, records, or invoices, substantiating listed expenses.

When concurrence with base year expenses is reached, a Letter of Understanding, will be signed by both parties, formally establishing those expenses. Future escalation or deescalation of operating expenses shall be in accordance with terms outlined in Paragraph 17 (d), below.

(d) If during the term of this Lease, Lessor's expenses for operation of the Premises as defined in (b) of this paragraph, increase or decrease over expenses during the base year, Lessee shall pay its proportionate share of the increase or receive a rent reduction equal to its proportionate share of the decrease. Lessor shall provide a statement to Lessee within 45 days after the end of the lease year, detailing the increases/decreases in the operating expenses. Lessor is deemed to have waived the right to so adjust the rent in case Lessor fails to provide the

statement to Lessee within the 45 day period. If the operating expenses cover property in addition to the Premises, Lessee's portion of the increase or decrease shall be based on Lessee's proportionate share (rentable area occupied by Lessee) of the total rentable area covered by the operating expenses, including areas occupied by Lessor and vacant rentable space. Lessee may choose to pay for any increase in a lump sum within thirty (30) days of receipt of statement from Lessor, or to increase its monthly rent by an amount equal to 1/12 of the increase, commencing with the next monthly payment.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Sublease Agreement as of the day and year first written above.

SUBLESSOR: STATE OF OREGON
Dept. of Human Resources

By _____

APPROVED:
STATE OF OREGON
Department of General Services

By _____

APPROVED:
American Guaranty Life Insurance Company

By _____

JH:nar
8938H

SUBLESSEE:
Multnomah County

By D. Duane Zussy
D. Duane Zussy, Director, DHS

REVIEWED:
LAWRENCE KRESSEL: County Counsel
for Multnomah County, Oregon

By John L. DuBay
John L. DuBay, Deputy County Counsel

By Gladys McCoy
Gladys McCoy, Multnomah County Chair

EMER
EXIT

SUBLEASE

This sublease, dated August 9, 1989, is between American Guaranty Life Insurance Company, hereinafter referred to as AGLIC, (Sublessor) and THE STATE OF OREGON acting by and through the Department of Human Resources, Adult and Family Services Division (Sublessee).

Sublessor hereby subleases to Sublessee and Sublessee takes from Sublessor the Premises described as follows:

A building of approximately 30,000 square feet, commonly described as 1430 S.W. Broadway, Portland, Oregon, in the County of Multnomah.

The parties agree that the terms of this sublease are as follows:

1. Term. The original term of this sublease shall commence November 1, 1989 and shall continue through December 31, 1994.
2. Option to Lease.

WHEREAS, AGLIC is the lessee and holder of a promissory note secured by a first mortgage on certain office space located at 1430 S.W. Broadway, Portland, Oregon 97201;

WHEREAS, AGLIC and the State have entered into a sublease of said office space wherein the State agrees to sublease the office space from AGLIC;

WHEREAS, said sublease expires on December 31, 1994;

WHEREAS, the note and mortgage mature on December 31, 1994, and there is a possibility that AGLIC will gain ownership in fee simple of the office on or around that time;

WHEREAS, both AGLIC and the State wish to continue the lease relationship beyond the expiration date of said lease ;

NOW, THEREFORE, under the terms and conditions stated herein, the parties agree as follows:

1. In the event that AGLIC regains ownership of the subleased premises on or around December 31, 1994, AGLIC grants an option to the State to lease from AGLIC for a period of five (5) years.
2. Except as amended herein, the terms and conditions of this sublease shall continue in full force and effect for that lease.
 - a. During the optional lease period the base rent for the leased premises shall be \$14.50 per square foot per year.
3. Rent. Sublessee shall pay rent in arrears on or before the 10th day of each and every month in the amount of \$33,750.00 per month.

4. Use of Premises. Sublessee may use the Premises for business offices, storage, and other lawful purposes including but not limited to functions related to the conduct of its business as a State agency.
5. Parking. Sublessee, its employees, and clientele shall have the exclusive right to park in all spaces in the 100 x 100 foot lot contiguous to and north of existing described building; and all spaces in the covered parking area within the building perimeter, except for two (2) spaces reserved for Sublessor access to their computer room.
6. Lessor's Covenants.

(a) Sublessor covenants that it has the right to make this sublease ; that possession of the Premises will be delivered to Sublessee free of other tenants and of conflicting claims; that the use of the Premises by Sublessee for the specific uses set forth in paragraph 4 is not in violation of any federal, state or local statute, regulation or ordinance, including the acknowledged comprehensive land use plans and regulations of the city or county in which Premises are located; and that on paying the rent and performing its covenants of this sublease, Sublessee may enjoy the rights granted by this sublease free from rightful interference by any third party.

(b) Sublessor covenants that the Premises comply with Handicapped Access and other provisions of the State Building Code, including requirements for handicapped parking, at the inception date of this sublease.

(c) Sublessor has obtained a review and analysis of the subject building regarding potentially hazardous building materials, a copy of which is attached as Exhibit B.

Notwithstanding this report, in the event that any asbestos related health hazard is detected in the Premises as determined under applicable law and/or regulations, Sublessee reserves the right to cancel this lease with 10 days' written notice to Sublessor or, at Sublessee's sole option, demand Sublessor take prompt corrective action to protect Sublessee and its employees occupying the Premises, and to cure the asbestos related health hazard. Sublessor shall perform such repair, renovation and asbestos abatement work at Sublessor's sole cost and expense, and in strict compliance with applicable law and regulations governing asbestos abatement work. Sublessee shall be entitled to any and all costs related to disruptions caused by such asbestos abatement work, including but not limited to moving costs, temporary rent for relocation and consequential damages. Such disruption costs may be reimbursed through rent abatement. Sublessor shall indemnify and hold harmless Sublessee in the event of a discovery of asbestos related health hazards in accordance with paragraph 12.

7. Work to be Performed by Lessor.

(a) Prior to the commencement date of the lease term Sublessor shall improve the Premises as described in Exhibit "A", with all work to be done in accordance with the utmost professional standards and in the

most highly professional manner. All construction shall comply with the State Building Code, as effective at the commencement of said construction, including its Handicapped access provisions. Sublessor shall obtain all required building and occupancy permits and final inspection by all applicable code enforcement agencies .

(b) Upon completion of the work, and as evidence of that completion, Sublessor shall provide to Sublessee a statement, signed by Sublessor, that the work has been completed in full compliance with all applicable codes and specific provisions required by attached Exhibit "A", and that the Premises are ready for occupancy. The Sublessor's statement shall be supported with appropriate attachments including permits, inspection reports, warranties, and reports of consulting professionals, as applicable. Sublessee will, within 5 working days of receipt of Sublessor's statement, inspect the work and determine its acceptability.

(c) Sublessee shall owe no rent until the work described in Exhibit "A" is complete, the Sublessor's statement that the Premises are ready for occupancy by Sublessee has been provided, an occupancy permit has been issued by the appropriate code enforcement agency, and Sublessee has inspected and accepted the work. This shall not be a waiver of any other remedies Sublessee might have for Sublessor's failure to deliver possession at the agreed time, except for delivery and installation of Cascade work stations to be manufactured by Corrections Industries.

(d) Notwithstanding subsection (c) hereinabove, if only minor faults or minor omissions of Sublessor's work are noted at the inspection, Sublessee may, at its option, accept the work, and take possession of the Premises, paying the full rent as agreed. However, this shall not alter Sublessor's responsibility to complete the work as described in Exhibit "A". Sublessee may prepare a punch list of work remaining to be completed by Sublessor as identified at the inspection, and all such work shall be completed by Sublessor at Sublessor's expense within 30 days of the inspection. Any defects or omissions of Sublessor's work discovered shall be corrected or completed by Sublessor at Sublessor's expense within 30 days of Sublessee notification to Sublessor. If Sublessor fails to complete within the 30 day period, Sublessee may after notice to Sublessor, have the necessary work accomplished, and deduct the cost from the rent.

8. Improvements and Alterations. Sublessee may place fixtures, partitions, personal property, and the like in the Premises and may, make nonstructural improvements and alterations at its own expense. Sublessee may, but shall not be required to, remove such items at the end of the sublease term. If improvements are approved in writing, Sublessee will not be required to remove them.

9. Maintenance and Repair of Premises

(a) Sublessor shall perform all necessary maintenance and repairs to the structure, foundation, walls, roof, doors and windows, elevators, emergency lighting, and Sublessor-provided fire extinguishers, sidewalks, and parking area which is covered by this Sublease. Sublessor shall maintain the premises in a hazard free condition and shall repair, or replace, if necessary and at Sublessor's sole expense,

the heating, air conditioning, plumbing, electrical, and lighting systems in the Premises, obtaining required permits and inspections from Codes enforcement authorities, and shall keep the Premises, improvements, grounds, and landscaping in good repair and appearance replacing dead, damaged or diseased plant materials when necessary. Maintenance will include vector control as necessary. Sublessor shall perform interior touch-up and repainting as necessary. Carpets shall be replaced as determined by Sublessor and Sublessee in heavy traffic areas at least every five years by Sublessor. Other carpet quality shall be sufficient to meet manufacturer's wear specifications for the life of this contract. Sublessor shall furnish, install, and replace all bulbs, ballasts, and fluorescent tubes.

(b) For the improved coordination between Sublessor and Sublessee on matters concerning the building repair and maintenance issues and to promote timely resolution of the related problems which are of Sublessor's responsibility, excepting those caused by negligence of Sublessee, including Sublessee's visitors and clients; Sublessee will designate a person working in the Premises, to serve as the "Building Coordinator," subject to Sublessor's concurrence. The Building Coordinator will have the Sublessor's delegated authority to monitor the performance of Sublessor's janitorial worker in his or her performance of janitorial duties as specified in Exhibit "C" attached to this sublease.

Notwithstanding Paragraph 20, should Sublessor fail to maintain the Premises to the above requirements, and after reasonable notification to Sublessor by Sublessee, Sublessee may contract for necessary labor, equipment and material to bring the Premises within the above requirements and deduct all costs therefore from future rent until the costs are recovered.

(c) Sublessor shall provide a list of preferred contractors for emergency repairs. Sublessee shall use only specified contractors in the event emergency repairs must be made by Sublessee.

(d) Sublessee shall take good care of the interior of the Premises and at the expiration of the term surrender the Premises in as good condition as at the commencement of this sublease, excepting only reasonable wear, permitted alterations, and damage by fire or other casualty.

10. Heating, Ventilating and Air Conditioning Standards

(a) The HVAC system shall be balanced as to temperature, humidity and air motion. The system shall produce an effective temperature which creates a sensation of comfort to the office occupants. Operating hours of the building shall be regular working days (Monday through Friday), holidays excepted, commencing at 7:00 a.m. and ending at 6:00 p.m. HVAC zones shall be equipped with a 3 hour manual override to enable an individual zone to be activated after closing hours.

(b) System Parameters: The system shall be able to maintain 70-74° F during average heating season and 74-78° F during average cooling season. For extreme outside temperature (less than 20° F or greater than 95° F) the system shall maintain a minimum of 70° F heating and a

maximum 85° F cooling. Under no circumstance will the interior of the building be allowed to be cooler than 60° F or warmer than 90° F during non-business hours. The air circulation system shall be designed with adequate numbers of supply and return air registers to maintain uniform temperature within occupied areas. All enclosed rooms, with exception of janitor closets, shall be provided with both supply and return.

(c) System shall be capable of providing continuous air circulation throughout occupied areas even when neither heating nor air conditioning is operating. The minimum ventilation rate shall be no less than 15 CFM of outdoor air per person. Adequate air filtering and maintenance shall be provided, and shall be no less than that required by manufacturers specifications for the installed equipment.

(c) System Maintenance: The Sublessor shall be responsible for system maintenance to the standards set forth above. Should Sublessor fail to maintain the system in accordance with above standards, and after notification to Sublessor, Sublessee may contract for necessary labor, equipment and material to bring system within those standards and may deduct related costs from future rent payments.

11. Services and Utilities.

(a) Sublessor will cause the utilities and services listed below to be furnished to the Premises. Charges shall be paid as indicated:

<u>Utility or Service</u>	<u>Monthly Charges</u>	
	<u>Paid By:</u>	
	<u>Sublessor/Sublessee</u>	
Water	<u>X</u>	<u> </u>
Sewer	<u>X</u>	<u> </u>
Electricity	<u>X</u>	<u> </u>
Gas	<u>X</u>	<u> </u>
Trash Removal	<u>X</u>	<u> </u>
Janitorial Service	<u>X</u>	<u> </u>
Janitorial Supplies	<u>X</u>	<u> </u>
Window Washing	<u>X</u>	<u> </u>
Building Security	<u> </u>	<u>X</u>

(b) Sublessor shall arrange for janitorial service that comply with the specifications contained in the attached Exhibit "C".

(c) Telephone Cable and Wire: Except for station wire, Sublessor shall be responsible for the installation and maintenance of all telephone cable and wire in the Premises, which shall include bringing sufficient number of lines to the telephone closet(s) on the floor and in the area where the subleased Premises are located for Sublessee's use. Installation of any new station wire and maintenance of all station wire shall be the Sublessee's responsibility. Station wire means that wire or cable which runs between the station jack(s) and the telephone closet(s), and those which run between and among station jacks.

12. Insurance.

Liability:

(a) Sublessor shall obtain and keep in effect during the term of this sublease, a Comprehensive General Liability policy or a Commercial General Liability policy for the subleased Premises, covering personal injury and property damage from an insurance company authorized to do business in the State of Oregon. Coverage limits shall not be less than \$1,000,000 combined single limit per occurrence. Should the terms and conditions of Sublessor's insurance coverage change during the term of this sublease, the State reserves the right to require that Sublessor replace any coverages omitted or deleted by the change. There shall be no cancellation, material change or intent not to renew insurance coverage without 30 days' prior notice to Sublessee.

(b) Indemnification: Sublessor shall indemnify, defend and hold harmless the Department of Human Resources, Adult and Family Services Division, including its officers, employees and agents, from all claims, suits, or actions of any nature resulting from the acts or omissions of the Sublessor, its officers, contractors, employees or agents under this sublease.

(c) The insurance policy required by this sublease shall name the Department of Human Resources, Adult and Family Services Division, including its officers, employees and agents, as additional insureds, as it is related to and limited by, Sublessor's indemnification of Sublessee contained hereinabove.

(d) As evidence of the insurance coverage required by this sublease and prior to commencement date of this sublease, Sublessor shall furnish to Sublessee an original certificate of insurance naming Sublessee as additional insured and as certificate holder. Valid certificates of insurance shall be provided to Sublessee as changes occur or annually throughout the term of this sublease.

13. Sublessee's Liability. Sublessee agrees to be responsible for any damage or third party liability which may arise from its occupancy and use of the subleased Premises, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7, to the extent of liability arising out of the negligence of the State.
14. Statement of Self-Insurance. The State of Oregon is self-insured for its property and liability exposures, as subject to the Oregon Tort Claims Act, ORS 30.260 through 30.300. A Certificate of Self-Insurance will be provided, upon request of the Sublessor.
15. Waiver of Subrogation. Neither Sublessor nor Sublessee shall be liable to the other for their own loss arising out of damage to or destruction of the subleased Premises or the Facility or the contents thereof, when such loss is caused by any of the perils which are or could be included within or insured against by a standard form of fire insurance with extended coverage, including sprinkler leakage insurance, if any. All such claims for any and all loss, however caused, hereby are waived. Said absence of liability shall exist whether or not the damage or

destruction is caused by the negligence of either Sublessor or Sublessee or by any of their respective agents, servants or employees. Each party shall fully provide its own property damage insurance protection at its own expense, and that each party shall look to its respective insurance carriers for reimbursement of any such loss, and further, that the insurance carriers involved shall not be entitled to subrogation under any circumstance.

16. Casualty Damage. If the Premises or improvements thereon are damaged or destroyed by fire or other casualty to such a degree that the Premises are unusable for the purpose subleased, and if repairs cannot reasonably be made within 90 days, Sublessee may elect to cancel this sublease. Sublessor shall in all cases promptly repair the damage or ascertain whether repairs can be made within 90 days, and shall promptly notify Sublessee of the time required to complete the necessary repairs or reconstruction. If Sublessor's estimate for repair is greater than 90 days, then Sublessee, upon receiving said estimate will have 20 days after such notice in which to cancel this sublease. Following damage, and including any period of repair, Sublessee's rental obligation shall be reduced to the extent the Premises cannot reasonably be used by Sublessee.
17. Assignment and Subletting. Sublessee shall have the right to assign this sublease or sublet the Premises to another State agency or to other parties with Sublessor's consent, which consent shall not be unreasonably withheld.
18. Funding. The parties understand that rental and other charges to Sublessee under this sublease are to be paid only from funds derived by legislative appropriation or budget limitation. The parties mutually understand that this agreement is made by the Sublessee in its official capacity as a state agency and not by its officers as individuals.
19. Nonappropriation. If sufficient funds have not been provided in the legislatively approved budget of Sublessee to permit Sublessee in the exercise of its reasonable administrative discretion to continue this sublease, or if the agency occupying the premises is abolished or reduced in size or scope, Sublessee may terminate this sublease without further liability by giving Sublessor not less than 60 days prior notice. In determining the availability of funds for this sublease, Sublessee may use the budget adopted for it by the Joint Ways and Means Committee of the Oregon Legislative Assembly.
20. Default. Neither party shall be in default under this sublease until written notice of its unperformed obligation has been given and that obligation remains unperformed after notice for 15 days in the case of a payment or for 30 days in the case of other obligations. If the obligation cannot be performed within the 30-day period, there shall be no default if the responsible party commences a good faith effort to perform the obligation within such period and continues diligently to complete performance. In case of default the nondefaulting party may terminate this sublease with 30 days' notice in writing to the defaulting party, shall be entitled to recover damages or any other remedy provided by applicable law, or may elect to perform the

defaulting party's obligation. The cost of such performance shall be immediately recoverable from the defaulting party plus interest at the legal rate for judgment. If Sublessee makes any such expenditures as the nondefaulting party, those expenditures may be applied to monthly rent payment(s).

21. Notices. Notices between the parties shall be in writing, effective when personally delivered to the address specified herein, or if mailed, effective 48 hours following mailing to the address for such party specified below or such other address as either party may specify by notice to the other:

Sublessor: American Guaranty Life Insurance Company
1905 N.W. 169th Place, Suite 200
Beaverton, Oregon 97006
Phone: 645-8355

Sublessee: Department of Human Resources
7 Public Service Building
Salem, Oregon 97310
Phone: 378-2392

22. Holdover. If Sublessee holds over after the end of the term, a tenancy from month to month shall be created at the same rental rate, and the holdover shall not be construed as an exercise of any renewal option contained herein.

23. Attorneys' Fees. In the event a suit or action of any kind is instituted on behalf of either party to obtain performance under this sublease, or to enforce any rights or obligations arising from this sublease, the prevailing party shall be entitled to such additional sums as the court may adjudge reasonable attorney fees and all costs and disbursements incurred therein and on any appeal.

24. Tax Escalation/Deescalation.

(a) For this sublease, the 1990/1991 tax year shall be considered the base year for determining increases or decreases in real property taxes.

(b) If during the term of this sublease real property taxes for the Premises increase or decrease over those for the base year, Sublessee shall pay its proportionate share of the increase or receive a rent reduction equal to its proportionate share of the decrease. The amount of increase or decrease shall be computed considering the discount for full payment of the taxes by November 15. Sublessor shall provide to Sublessee, a receipted copy of the tax statement showing Sublessor has paid property taxes. This statement of tax increases shall be received by Department of Human Resources no later than December 31 of each year. If the tax statement covers property in addition to the Premises, Sublessee's portion of the increase or decrease shall be based on Sublessee's proportionate share (rentable area occupied by Sublessee) of the total rentable area of all improvements located on the property covered by the tax statement, including areas occupied by Sublessor and vacant rentable space. If a tax statement is not

provided to Sublessee by December 31, or if Sublessor has not paid the property taxes due, Sublessor waives the right to recover any increases. Sublessee may choose to pay for any increase in a lump sum within 30 days of receipt of statement from Sublessor, or to increase its monthly rent by an amount equal to 1/12 of the increase, commencing with the next monthly payment.

25. First Refusal Right on Additional Space. If 2,515 square feet of additional space and two (2) parking stalls are to be offered for Sublease, Sublessor shall offer Sublessee the additional space on the same terms and conditions as the existing Sublease. Sublessee shall have 10 days after receipt of notice in which to accept or reject Sublessor's offer. If Sublessee does not accept offer, Sublessor may sublease additional space to another party, but not on more favorable terms than offered to Sublessee, without first giving Sublessee 5 days to accept or reject those new terms.

26. Operating Expense Escalation/Deescalation.

(a) A sublease year shall be the 12 month period commencing with the first full month of Sublessee's occupancy of the premises, and each 12 month period thereafter. For this sublease the first sublease year, November 1989, through October 1990, shall be considered the base year for calculation of operating expenses.

(b) Operating expenses which are subject to escalation/deescalation shall mean, and shall only include expenses required of Sublessor to furnish all utilities, janitorial services and supplies to the Premises. Operating expenses shall not include expenditures for insurance coverage, building maintenance, property management, other items which are capitalized by Sublessor for tax purposes, depreciation, or debt service paid by Sublessor.

(c) Within 45 days of the end of the base year, as herein defined, Sublessor shall provide Sublessee with an itemized statement detailing Sublessor's operating expenses for the Premises. Upon receipt, Sublessee shall review the statement to ensure that expenses listed are in accordance with the sublease [Paragraph 26 (b)]. Sublessor shall provide, upon Sublessee's requests, books, records, or invoices, substantiating listed expenses.

When concurrence with base year expenses is reached, a Letter of Understanding, will be signed by both parties, formally establishing those expenses. Future escalation or deescalation of operating expenses shall be in accordance with terms outlined in Paragraph 26 (d), below.

(d) If during the term of this sublease, Sublessor's expenses for operation of the Premises as defined in (b) of this paragraph, increase or decrease over expenses during the base year, Sublessee shall pay its proportionate share of the increase or receive a rent reduction equal to its proportionate share of the decrease. Sublessor shall provide a statement to Sublessee within 45 days after the end of the sublease year, detailing the increases/decreases in the operating expenses. If the operating expenses cover property in addition to the Premises,

Sublessee's portion of the increase or decrease shall be based on Sublessee's proportionate share (rentable area occupied by Sublessee) of the total rentable area covered by the operating expenses, including areas occupied by Sublessor and vacant rentable space. Sublessee may choose to pay for any increase in a lump sum within 30 days of receipt of statement from Sublessor, or to increase its monthly rent by an amount equal to 1/12 of the increase, commencing with the next monthly payment.

27. Brokerage. Sublessor agrees to pay any commission due resulting from this transaction and to hold Sublessee harmless from any claim for commission by any broker resulting from Sublessor's conduct.
28. Certificate of Compliance With Oregon Tax Laws. By signature on this sublease, We, the undersigned, being duly authorized to represent American Guaranty Life Insurance Company as Sublessor, hereby CERTIFY that American Guaranty Life Insurance Company is not, to the best of our knowledge, in violation of any Oregon Tax law. For the purposes of this certification, "Oregon tax laws" are ORS chapters 118, 119, 314, 316, 317, 318, 320, 321 and 323 and sections 10 to 20, chapter 533, Oregon Laws 1981, as amended by chapter 16, Oregon Laws 1982 (first special session); the Homeowners and Renters Property Tax Relief Program under ORS 310.630 to 310.690; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.
29. MERGER.

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

This Sublease Agreement shall not become effective and shall not be binding upon the State of Oregon or any agency thereof until it has been executed, in the signature spaces provided below, by all parties to this agreement, including those whose approval is required.

The parties have executed this sublease the 7 day of SEPT., 1987.

SUBLESSOR:


American Guaranty Life Insurance Company

By  Vice President

I/D # _____

SUBLESSEE:

PA/B
OS STATE OF OREGON acting by and through the
Department of Human Resources
Adult and Family Services Division

By 

APPROVAL:

STATE OF OREGON acting by and through
its Department of General Services

By 
Facilities Management Division

8482H
JH:nf

Exhibits attached to this lease:

- A - Plans and specifications
- B - Asbestos statement
- C - Janitorial specifications

Toilet Partitions and Screens

1. Work of this Section includes restroom privacy toilet partitions, and urinal screens together with their associated hardware and accessories.
2. Securely fasten anchors of partitions to structure or walls having concealed blocking between supports.
3. Attach a coat hook and bumper on each door of water closet compartments.
4. Partitions shall have a baked-on enamel or plastic laminate surface. Partitions selected for client restrooms shall be vandal resistant.
5. All restrooms will be fully handicapped accessible.

8777H
8/89
af

EXHIBIT A



EXHIBIT "C"

JANITORIAL SPECIFICATIONS

Daily Services

1. Keep all outside doors and windows locked while working in and about the office or building area.
2. Dustless sweep all resilient floors.
3. Vacuum thoroughly all carpeted floors and entryways, and spot clean where necessary.
4. Wet mop traffic resilient floor areas during wet season.
5. Damp mop entry and kitchen areas, wash tables and counter tops in kitchens and coffee rooms, spot mop coffee stains and other spillage throughout the area.
6. Remove all fingerprints from door glass including front entrances, mirrors, push plates, push bars, handrails, etc.
7. Clean all restroom floors and damp mop with neutral disinfectant cleanser.
8. Clean and disinfect all drinking fountains, wash basins, toilets, toilet seats and urinals.
9. Clean and polish all mirrors, chrome plumbing connections and restroom hardware.
10. Replenish toilet tissue, hand soap, paper towels, sanitary napkins and seat covers. Provide for backup supply in heavy use restrooms.
11. Empty all individual wastebaskets, and gather all waste material and place in container provided, segregating trash and recyclable materials into separate containers where required.
12. Empty and wash all ash trays. Clean sand urns and replace sand where necessary. Wipe out wastebaskets, and install plastic liners where required.
13. Remove dust from office furniture, desk tops (if desk top is clear of papers, books, etc.) file cabinet tops, fixtures, window sills, counters and ledges to arms length.
14. Properly rearrange furniture distributed or moved during the cleaning process.
15. Change burned out light bulbs and fluorescent tubes.



16. Maintain janitorial closets or janitorial storage area in a clean and orderly fashion at all times. Assure basic equipment and supplies are available in janitorial storage area for emergency cleanup use by staff during working hours.
17. Sweep outside front, rear and side entrance and exit areas and remove debris from sidewalks, parking areas and landscape planting areas.
18. Remove snow from sidewalks as needed and apply rock salt or other approved de-icing preparation when required as a safety factor.
19. Submit a written report to the designated contact individual whenever and unusual occurrence, malfunction, or property damage is noted.
20. Take following actions when departing the building upon completion of the cleaning process:
 - a. Ascertain that all exterior windows and all interior security areas are locked.
 - b. Extinguish all lights except for exit signs and night lights.
 - c. Lock and double check all exterior doors upon final departure.

Weekly Services

1. Clean front entrance glass inside and out.
2. Clean and polish resilient floors in heavy traffic lanes. Apply wax if necessary, utilizing only non-skid wax.
3. Clean and polish metal hardware throughout the area.
4. Wash all counter tops.
5. Spot clean finger marks from woodwork and walls.
6. Spot clean restroom partitions and walls.
7. Dust all vertical surfaces of office furniture, equipment and fixtures accessible without use of a ladder.

Monthly Services

1. Clean, wax, and polish all resilient floors.
2. Clean and shampoo all carpeting in heavy traffic areas with approved cleaning compound or solutions.
3. Wash and disinfect all restroom partitions and wainscoating.
4. Wash all partition glass.
5. Clean and sanitize all telephone mouthpieces and receivers.
6. Vacuum all upholstered furniture and clean all waiting room furniture.
7. Clean and sweep storage areas and furnace room or heating plant area.

Quarterly Services

1. Clean, strip old wax, apply new wax, and buff all resilient floors.
2. Vacuum venetian blinds or other window coverings and light fixtures.
3. Wash and disinfect all walls and stalls in restrooms.
4. Clean and disinfect garbage cans and other large waste receptacles.
5. Clean all louvers and vents for heating-cooling system.
6. Hose down sidewalks and parking lot.

Three Times Per Year Service

1. Wash interior and exterior of all windows, work to be completed during months of January, May, and September.

Semi-Annual Services

1. Wash all light fixture covers and reflectors.
2. Dust all high areas throughout the building which requires use of a ladder or staging. Spot clean walls, ceiling, light fixtures, trim and molding as required.
3. Thoroughly clean and shampoo all carpeting with approved cleaning compound or solution.
4. Wash inside and outside of all wastebaskets.

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

DEPARTMENT Human Services
CONTACT Scott Clement/Tom FronkDIVISION Health
TELEPHONE ext. 3674NAME OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy

SUGGESTED AGENDA TITLE (To assist in preparing a description for the printed agenda:

Budget Modification DHS #21 moves State Refugee Screening funds from Temporary to Permanent to fund a translation services coordinator in the International Health Center.

(ESTIMATED TIME NEEDED ON THE AGENDA)

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

☒ PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

The Health Division as a health provider is required to provide translation services to non-English speaking clients. As the refugee population in Portland has increased over the years the demand for translators also has increased. The Division is now providing 1800 translation referrals monthly, in addition to the translation services provided by permanent County employees. These referrals are provided using call in employees and contracted translators. These referrals are expected to cost approximately \$260,000 this fiscal year.

Historically, individual clinics have been responsible for obtaining their own translation services. After studying this approach, the Division has determined that it can reduce costs by centralizing the referral process and managing all translation services out of the International Health Center.

This budget modification requests that funds now budgeted for on-call translators be moved to Permanent to allow the creation of a translation coordinator position.

3. REVENUE IMPACT None.4. CONTINGENCY STATUS (To be completed by Finance/Budget.) No change.

Originated by: <u>Tom Fronk</u>	Date: <u>1-21-91</u>	Department Director: <u>Duane Zussy</u>	Date: <u>1-25-91</u>
Finance/Budget: <u>Kathleen Jones</u>	Date: <u>2-4-91</u>	Employee Relations: <u>Susan Daniel</u>	Date: <u>2/12/91</u>
Board Approval: <u>Deborah C. Rogers</u>	Date: <u>February 14, 1991</u>		

1991 FEB -6 PM 1:45
 CLERK'S OFFICE
 MULTNOMAH COUNTY
 OREGON

Document Number	Action	Fund	Agency	Organization	Object Code	Current Amount	Revised Amount	Increase (Decrease)	Subtotal	Description
		156	010	0410	5100			9,605		Permanent
		156	010	0410	5200			(9,605)		Temporary

TOTAL EXPENDITURE CHANGE	0	TOTAL EXPENDITURE CHANGE
--------------------------	---	--------------------------

PERSONNEL DETAIL FOR BUD MOD DHS #21

5. ANNUALIZED PERSONNEL CHANGES (compute on a full year basis even though this action affects part of the fiscal year).					
		ANNUALIZED			
FTE	POSITION TITLE	BASE PAY	FRINGE	INSURANCE	TOTAL
1.00	Operations Supervisor 1	22,953	6,025	4,429	33,407
1.00	TOTAL CHANGE (ANNUALIZED)	22,953	6,025	4,429	33,407

6. CURRENT YEAR PERSONNEL CHANGES (calculate costs or savings that will take place within this fiscal year: these should explain the actual dollar amounts changed on the Bud Mod.					
		CURRENT FISCAL YEAR			
FTE	POSITION TITLE / EXPLANATION	BASE PAY	FRINGE	INSURANCE	TOTAL
.42	Operations Supervisor Temporary	9,605 (9,605)			9,605 (9,605)
.42	TOTAL CHANGE (ANNUALIZED)	0	0	0	0



MULTNOMAH COUNTY OREGON

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

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

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Duane Zussy, Director *Duane Zussy*
Department of Human Services

FROM: Bill Odegaard, Director *Bill*
Health Division

DATE: January 19, 1991

SUBJECT: Recommendation to Approve a Modification to the
Health Division Budget

RECOMMENDATION: That the Board of County Commissioners consider and approve budget modification DHS #21, moving funds in the International Health Center from Temporary to Permanent.

ANALYSIS AND BACKGROUND: The Health Division as a health provider is required to provide translation services to non-English speaking clients. As the refugee population in Portland has increased over the years the demand for translators also has increased. The Division is now providing 1800 translation referrals monthly, in addition to the translation services provided by permanent County employees. These referrals are provided using call in employees and contracted translators. These referrals are expected to cost approximately \$260,000 this fiscal year.

This is not a problem peculiar to the County. Other health care providers in the community, especially hospitals, are struggling with ever increasing translator costs due to this mandate.

Historically, individual clinics have been responsible for obtaining their own translation services. After studying this approach, the Division has determined that it can reduce costs by centralizing the referral process and managing all translation services out of the International Health Center. A centralized process will allow the Division to better match available permanent and call in translators to the changing needs of individual clinics.

This action has no General Fund impact, other than possible future savings due to better management of translation resources.

1 (Chairman did not
open hearing for
testimony) DATE 2-14-91

NAME DENNIS FITZ

ADDRESS 12240 NE GUSAN

STREET

PORTLAND, ORE

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # _____

SUBJECT R-5

_____ FOR X AGAINST
PLEASE PRINT LEGIBLY!

FEB 14 1991

Procedure # 1201

Page 3 of 4

DATE SUBMITTED Jan 28, 1991

(For Clerk's Use)

Meeting Date FEB 07 1991Agenda No. R-9

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Transfer of unclaimed propertyInformal Only* Feb 5, 1991
(Date)Formal Only Feb 7, 1991
(Date)DEPARTMENT Non-dept.DIVISION BCCCONTACT Maureen LeonardTELEPHONE 248-5076*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Mike Bickler

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

Allows Sheriff's Office, with Board approval, to transfer unclaimed property,
including firearms, to other governmental agencies.

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

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL
INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 15 minutesIMPACT: None

PERSONNEL

☐ FISCAL/BUDGETARY☐ -General Fund

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Paul B. Bunn

BUDGET / PERSONNEL _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) Sandra Duff

OTHER _____

(Purchasing, Facilities Management, etc.)

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

ORDINANCE FACT SHEET

Procedure # 1201

Page #4 of 4

Title Transfer of unclaimed property Effective Date _____

Brief statement of purpose of ordinance (include the rationale for adoption of ordinance, a description of persons benefited, and other alternatives explored).

Existing ordinance allows Sheriff's Office to transfer unclaimed property to county or to sell property at public auction. This amendment allows transfer with Board approval to the state and other government agencies.

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

Clackamas County

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

Clackamas County transfers unclaimed firearms to Oregon Dept. of Fish and Wildlife, where the firearms are used in hunter and handgun safety courses.

What authority is there for Multnomah County to adopt this legislation? (State statute, home rule charter). Are there constitutional problems?

Charter authority. No constitutional problems.

Fiscal-Impact Analysis

No fiscal impact.

(If space is inadequate, please use other side)

SIGNATURES:

Office of County Counsel Sandra H. Duffy

Office of County Management _____

Department Head _____

Union _____

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

An ordinance amending Multnomah County Code Chapter 7.70.300 to allow the transfer of unclaimed property to other governmental agencies in addition to the County.

Multnomah County ordains as follows:

Section 1. Findings.

1. Multnomah County Code 7.70.300 allows the Sheriff, with the approval of the Board of County Commissioners, to transfer any unclaimed property to the County for County use, rather than selling the property at a public sale as required by MCC 7.70.150.

2. The State of Oregon, Department of Fish and Wildlife, has requested that the County turn over some unclaimed long guns and handguns to the Department for use by its instructors in hunter safety courses.

3. The Board of County Commissioners is aware that the new State law regulating firearms (Oregon Laws 1989, Chapter 839) requires that purchasers of handguns take a handgun safety course. The transfer of the firearms will enable the Department to meet the increased need for safety instruction classes.

1 4. The State should be permitted to use County unclaimed
2 property to promote gun safety.

3 5. Other governmental agencies should be permitted to use
4 County unclaimed property in the public interest with the approval
5 of the Board of County Commissioners.

6 Section 2. Amendment.

7 Multnomah County Code 7.70.300 is amended to read as follows:

8 7.70.300 County use of unclaimed property. In lieu of a sale
9 of the property under MCC 7.70.100 to 7.70.250, the Sheriff, with
10 the approval of the Board of County Commissioners, may transfer any
11 portion of unclaimed property to the County for use by the
12 County[.], or to other governmental agencies for their use.

13 Section 3. Adoption.

14 This Ordinance, being necessary for the health, safety, and
15 general welfare of the people of Multnomah County, shall take
16 effect on the thirtieth (30th) day after its adoption, pursuant to
17 Section 5.50 of the Charter of Multnomah County.

18 ADOPTED this ____ day of _____, 1990, being
19 the date of its _____ reading before the Board of County
20 Commissioners of Multnomah County.

21 (SEAL)

22
23 By _____
24 Gladys McCoy, Chair
25 Multnomah County, Oregon
26

1 REVIEWED:

2 LAURENCE KRESSEL, COUNTY COUNSEL
3 FOR MULTNOMAH COUNTY, OREGON

4 By Sandra N. Duffy
5 Sandra N. Duffy
6 Assistant County Counsel

7 10/04/90:1

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McCoy

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

An ordinance amending Multnomah County Code Chapter 7.70.300 to allow the transfer of some unclaimed long guns and hand guns to other governmental agencies in addition to the County.

Section 1. Findings.

1. Multnomah County Code 7.70.300 allows the Sheriff, with the approval of the Board of County Commissioners, to transfer any unclaimed property to the County for County use, rather than selling the property at a public sale as required by MCC 7.70.150.

2. The State of Oregon, Department of Fish and Wildlife, has requested that the County turn over some unclaimed long guns and handguns to the Department for use by its instructors in hunter safety courses.

3. The Board of County commissioners is aware that the new State law regulating firearms (Oregon Laws 1989, Chapter 839) requires that purchasers of handguns take a handgun safety course. The transfer of the firearms will enable the Department to meet the increased need for safety instruction classes.

4. The State should be permitted to use some unclaimed County long guns and hand guns to promote gun safety.

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7.70.300 County use of unclaimed property. In lieu of a sale of guns under MCC 7.70.100 to 7.70.250, the Sheriff, with the approval of the Board of County Commissioners, may transfer such guns to the Department of Fish and Wildlife for use in gun safety education.

This Ordinance, being necessary for the health, safety, and general welfare of the people of Multnomah County, shall take effect on the thirtieth (30th) day after its adoption, pursuant to Section 5.50 of the Charter of Multnomah County.

MULTNOMAH COUNTY, OREGON

By Gladys McCoy
Multnomah County Chair

By _____

Section 2. Amendment.

Multnomah County Code 7.70.300 is amended to read as follows:

7.70.300 County use of unclaimed property. In lieu of a sale of the property under MCC 7.70.100 to 7.70.250, the sheriff, with the approval of the Board of County Commissioners, may transfer (a) any portion of unclaimed property to the county for use by the county, or (b) long guns and handguns to the State of Oregon Department of Fish and Wildlife for use by instructors in hunter safety courses.

McCoy Amendment R-5

BOARD OF
COUNTY COMMISSIONERS
1991 FEB 14 AM 8:21
MULTNOMAH COUNTY
OREGON

FEB 14 1991

Meeting Date: FEB 07 1991

R-6

Agenda No.: R-10

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Ordinance

BCC Informal (date) BCC Formal 2/7/91 (date)

DEPARTMENT Nondepartmental DIVISION County Chair's Office

CONTACT Merlin Reynolds/Hank Miggins TELEPHONE X-3308

PERSON(S) MAKING PRESENTATION Hank Miggins/Merlin Reynolds

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN:

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

Ordinance transferring the Planning and Budget Office from the Department of General Services to the Office of the Chair and assigning the Affirmative action Office to the Office of the Chair

2/20/91 copies to Merlin & Hank &
ordinance distribution list

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Gladys McCoiff

Or

DEPARTMENT MANAGER

BOARD OF
COUNTY COMMISSIONERS
1991 FEB -1 PM 2:10
MULTNOMAH COUNTY
OREGON

(All accompanying documents must have required signatures)

ORDINANCE FACT SHEET

Ordinance Title: An Ordinance transferring the Planning & Budget Office from the Department of General Services to the Office of the Chair and assigning the Affirmative Action Office to the Office of the Chair

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

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

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

What is the fiscal impact, if any?

None

Transfers budgets of Planning & Budget Office and Affirmative Action Office to individual Org. numbers within the Office of the Chair

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: *John Farrell*

Planning & Budget Division (if fiscal impact): *David C. Warren*

Department Manager/Elected Official: *Gladys McCarty*

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 675

An ordinance transferring the Planning and Budget Office from the Department of General Services to the Office of the Chair and assigning the Affirmative Action Office to the Office of the Chair.

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

Multnomah County ordains as follows:

Section 1. Planning and Budget Office Established

A. There is hereby established an Office of Planning and Budget.

B. The Planning and Budget office shall consist of the budget director and such staff as are necessary to perform the functions of the office.

C. The budget director shall be appointed and may be removed by the Chair.

D. The budget office shall carry out the duties prescribed by the Local Budget Law, assist the Chair and the Board in preparing long-range strategic plans, and perform such other duties as are assigned.

E. The office shall be organizationally part of the Office of

1 the Chair and subject to the Chair's general administrative
2 supervision.

3
4 Section 2. Affirmative Action Office Established

5 A. There is hereby established an Office of Affirmative
6 Action.

7 B. The Affirmative Action Office shall consist of a Director
8 and such staff as are necessary to perform the functions of the
9 office.

10 C. The Director of the Affirmative Action Office shall be
11 appointed and may be removed by the Chair.

12 D. The Affirmative Action Office shall recommend policies
13 and actions designed to assure County compliance with all laws and
14 policies relating to affirmative action.

15 E. The Affirmative Action Office shall be organizationally
16 part of the Office of the Chair and subject to the Chair's general
17 administrative supervision.

18
19 Section 3. Amendment

20 MCC 2.30.450(E) is amended to read as follows:

21 The Department of General Services is hereby established.
22 It shall:

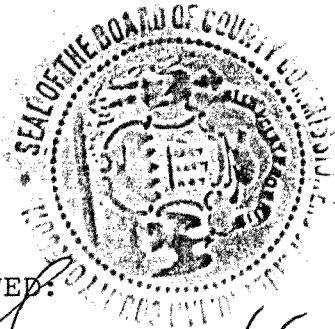
23 * * * * *

24 (E) [Operate the services of the budget officer as
25 required by state law, prepare other necessary manuals
26 and reports, evaluate county services and programs,
evaluate existing and proposed grants, provide grant
accounting services,] Monitor County contracts and assist
departments in management analysis.

1 This Ordinance, being necessary for the health, safety, and
2 general welfare of the people of Multnomah County, shall take
3 effect on the thirtieth (30th) day after its adoption, pursuant to
4 Section 5.50 of the Charter of Multnomah County.

5
6 ADOPTED this 14th day of February, 1991.

7
8 (SEAL)



9
10 By Gladys McCoy

Gladys McCoy, Chair
Multnomah County, Oregon

11 REVIEWED:

12
13 By Laurence Kressel

Laurence Kressel, County Counsel
For Multnomah County, Oregon

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Meeting Date: February 14, 1991

Agenda No.: R-7

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: LEGISLATION RELATING TO COUNTY PROPERTIES

BCC Informal Feb. 12, 1991 BCC Formal Feb. 14, 1991
(date) (date)
DEPARTMENT Non-Departmental DIVISION BCC (Anderson)
CONTACT Diane Luther TELEPHONE 248-5008
PERSON(S) MAKING PRESENTATION Diane Luther & Ramsay Weit

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 10 minutes (Tuesday)

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

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

Request formal BCC approval of two pieces of legislation--
1) authorizing political subdivisions to transfer properties without consideration tononprofit, public and municipal corporations for housing and social services, 2) authorizing political subdivisions to forgive back taxes when properties are donated to above corporations for above purposes.

2/14/91 8 copies to Diane Luther; copies to Hank Williams, Fred Neal, Norm Monroe

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

Pauline Anderson

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1991 FEB - 7 AM 10:33

LC 2922
2/5/91 (SH/nh)

DRAFT

SUMMARY

Authorizes political subdivision to relinquish title to its property to nonprofit, public or municipal corporation to provide social services, child care or public recreation. Provides that such transfers may include transfers without consideration of property held by county as result of tax foreclosures.

A BILL FOR AN ACT

1 Relating to real property; amending ORS 271.330.

2 **Be It Enacted by the People of the State of Oregon:**

3 **SECTION 1.** ORS 271.330 is amended to read:

4 271.330. (1) Any political subdivision is granted express power to relin-
5 quish the title to any of its property not needed for public use to any gov-
6 ernmental body, providing such property shall be used and continue to be
7 used, for a public purpose by the governmental body in the State of Oregon.
8 These transfers for public purposes may include transfers without consider-
9 ation of property held by counties as a result of tax foreclosures.

10 (2) Any political subdivision is granted express power to relinquish
11 the title to any of its property to a nonprofit, public or municipal
12 corporation for the purpose of providing *low income housing,* social services, *or* child care *or*
13 public recreation. These transfers may include transfers without con-
14 sideration of property held by counties as a result of tax foreclosures.

15 [(2)] (3) Before any county court or board of county commissioners may
16 transfer, under subsection (1) of this section, any tax foreclosed lands in
17 which the state or a political subdivision has represented delinquent and
18 uncollected taxes, liens or assessments, it shall advertise in a newspaper of
19 general circulation in the county for two successive weeks its intention to
20 so transfer the property. The notice shall state when the county court will
21 hear objections to the transfer and must specifically describe the property
22

NOTE: Matter in bold face in an amended section is new; matter [italic and bracketed] is existing law to be omitted.

LC 2922 2/5/91

1 intended to be transferred. After the hearing set in the notice is held and
2 objections are heard, it may, in its sound discretion, proceed with the
3 transfer. After the transfer the interests of the state or any political subdi-
4 vision in the land on account of uncollected taxes, liens or assessments are
5 extinguished, and the county is relieved of the necessity to account for un-
6 collected taxes, liens or assessments.

7

Revised 1/29/91

CONCEPT ONLY

Counties may forgive back taxes when a property owner transfers a property to a non-profit, public or municipal corporation for the purposes of providing low income housing, social services, child care or public recreation.

Counties may also offer such corporations the opportunity to pay back taxes over a period of years on such transferred property.

2. A bill to authorize counties to forgive back taxes when nonprofit, public or municipal corporations receive properties and wish to use them to provide low income housing, child care, or social services.

ADOPTED this 14th day of February, 1991

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY

BY _____
Gladys McCoy, Chair

REVIEWED:

LAWRENCE KRESSEL, County Counsel
For Multnomah County

By _____
Lawrence Kressel

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

For the purpose of endorsing)	
legislation allowing counties to)	RESOLUTION
make properties available for)	91-19
low income housing and other)	
purposes)	

WHEREAS Multnomah County owns hundreds of properties, from foreclosure and other sources, and desires to convert the properties into neighborhood assets; and

WHEREAS Multnomah County has demonstrated its commitment to contributing to neighborhood development by enacting an ordinance to authorize transfer without consideration of tax foreclosed properties for low income housing; and

WHEREAS there is statutory authority for such transfer, but existing statutes are not clear; moreover the statutes do not clearly authorize transfer without consideration to non-governmental bodies for low income housing, low-cost child care, and social services; and

WHEREAS low cost child care and social services are desirable activities which Multnomah County wishes to support; and

WHEREAS Multnomah County also desires statutory authority to forgive back taxes when an agency receives a property and desires to use it for low income housing, low-cost child care, or social services; NOW THEREFORE

BE IT RESOLVED that Multnomah County endorses and wishes to be listed as a requestor of the following two pieces of legislation:

1. A bill to grant political subdivisions power to relinquish title to property to nonprofit, public or municipal corporations for purposes of providing low income housing, child care or social services. (LC 2922 as corrected)

2. A bill to authorize counties to forgive back taxes when nonprofit, public or municipal corporations receive properties and wish to use them to provide low income housing, child care, or social services; and to authorize counties to offer opportunities to such corporations to pay delinquent taxes over a period of years.

ADOPTED this 14th day of February, 1991



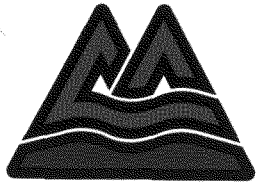
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY

BY Gladys McCoy
Gladys McCoy, Chair

REVIEWED:

LAURENCE KRESSEL, County Counsel
For Multnomah County

BY Laurence Kressel



MULTNOMAH COUNTY OREGON

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

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

AT OTHER LOCATIONS:

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

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

M E M O R A N D U M

TO: Board of County Commissioners
FROM: David Warren, Budget Manager *DCW*
DATE: February 5, 1991
SUBJECT: Second Quarter Contingency Requests

CONTINGENCY REQUESTS

On February 14, 1991, you will have six requests for transfer from General Fund Contingency. They total \$249,845. A list is attached.

All the requests appear to comply with the criteria for contingency transfers established by the Board. If they are all approved, they will leave a Contingency balance on the books of \$1,811,309.

GENERAL FUND FINANCIAL STATUS

General Fund Beginning Working Capital and Business Income Tax revenues will be lower than budgeted. Property Tax and Motor Vehicle Rental Tax will exceed budget estimates. Expo revenues are being realized at a rate 25% below those of fiscal year 1989-90 (\$560,000 for the current year as opposed to \$760,000 for last year).

The remaining accounts are on target, to date. Total General Fund revenues are therefore expected to be approximately \$700,000 lower than budgeted.

Second quarter spending indicates projected General Fund expenditures of 96% of budgeted appropriations by the end of the fiscal year. A department by department projection is also attached.

Second Quarter Contingency Requests
February 5, 1991

FEBRUARY 14, 1991 CONTINGENCY REQUESTS

DCC 6 Probation Facility Construction \$15,000

The County purchased the former Postal Credit Union Building for Probation and Parole using third party financing. It required remodeling in addition to the amount secured to purchase the building. This transaction uses \$15,000 of County Assessment receipts ("1065 money") to cover the construction costs. The Board reserved \$131,853 estimated to be received from this source in Contingency when the budget was adopted. **Meets Board criteria for Contingency use.**

MCSO 14 Safety Action Teams Donations \$2,000

The Sheriff's Office has received approximately \$1,200 in donations for community policing activities in Rockwood and Columbia Villa. This request is for authorization to spend these donations, and up to \$800 of future anticipated donations, in those projects. **As an expenditure covered by unanticipated revenues, this request meets Board criteria for Contingency use.**

MCSO 15 OTSC / Court Guards / ID Contract \$153,820

The Sheriff's Office anticipates an additional \$178,000 from lease of vacant jail beds to the Federal Marshal. This request asks approval to increase appropriations for three purposes:

OTSC Grant \$62,060 General Fund match to the DUII project grant,
Court Guards \$47,476 added to employ court guards to staff courts being run by pro-tem judges not anticipated in this year's budget,
ID Contract \$44,284 increase to the budgeted \$206,716 for identification services provided by the City of Portland in accordance with the estimated cost for those services this year.

As expenditures covered by unanticipated revenues, this request meets Board criteria for Contingency use.

MCSO 16 Overtime for Film and TV \$19,955

The Sheriff's Office provides traffic control in conjunction with television and film projects in the County. The companies requesting this assistance reimburse the County for the costs. The Sheriff's budget, however, did not include appropriations for this activity. **As an expenditure covered by unanticipated revenues, this request meets Board criteria for Contingency use.**

Second Quarter Contingency Requests
February 5, 1991

DGS 4 Third Party Financing Costs \$26,450

The County proposed to purchase the Commercial Securities Building in August 1991 using certificates of participation. Bond Counsel incurred costs in preparing these certificates for issue. Had the purchase proceeded, the issue costs would have been covered by the proceeds from the certificates. Because the purchase was not completed, the General Fund must cover these costs. **As an unanticipated expenditure necessary to keep a previous commitment, this request meets Board criteria for Contingency use.**

DGS 5 Out-Placement Center \$32,620

This request will allow a joint Multnomah County / Portland out-placement program to be put in place by March 1, 1991 to assist employees potentially laid off because of property tax limitation budget cuts. **As an unanticipated expenditure that will result in an administratively efficient way to deal with layoffs, this request meets Board criteria for Contingency use.**

cc Linda Alexander
Robert Jackson
Hank Miggins
Bob Skipper

FY 1990-91 GENERAL FUND EXPENDITURE FORECASTS

05-Feb-91

	Personal Services	Materials & Services	Cash Transfers	Capital Outlay	TOTAL
HUMAN SERVICES					
YTD 12/31	4,587,357	620,100	8,689,880	3,447	13,900,784
Adopted	9,827,335	1,612,078	24,826,436	91,158	36,357,007
Appropriation	9,827,335	1,612,078	24,826,436	91,158	36,357,007
Forecast Spending	9,592,959	1,617,894	24,223,314	91,158	35,525,325
Forecast %	97.62%	100.36%	97.57%	100.00%	97.71%
COMMUNITY CORRECTIONS					
YTD 12/31					0
Adopted	3,218,405	578,809	646,109	35,877	4,479,200
Appropriation	3,218,405	571,809	646,109	42,877	4,479,200
Forecast Spending	3,202,997	557,467	642,742	42,877	4,446,083
Forecast %	99.52%	97.49%	99.48%	100.00%	99.26%
DISTRICT ATTORNEY					
YTD 12/31					0
Adopted	6,638,071	678,834	369,265	35,000	7,721,170
Appropriation	6,638,071	678,834	369,552	35,000	7,721,457
Forecast Spending	6,353,102	666,668	369,552	35,000	7,424,322
Forecast %	95.71%	98.21%	100.00%	100.00%	96.15%
SHERIFF					
YTD 12/31	13,922,608	2,164,380	21,602	62,764	16,171,354
Adopted	28,075,726	5,717,180	50,818	288,163	34,131,887
Appropriation	28,097,880	5,696,175	59,133	288,163	34,141,351
Forecast Spending	27,670,777	5,208,840	50,352	288,163	33,218,132
Forecast %	98.48%	91.44%	85.15%	100.00%	97.30%
ENVIRONMENTAL SVCS					
YTD 12/31	3,266,357	3,734,944	37,139	885,445	7,923,885
Adopted	7,081,733	8,793,981	128,748	4,478,207	20,482,669
Appropriation	7,081,733	9,933,781	128,748	4,472,507	21,616,769
Forecast Spending	6,654,851	9,332,336	128,748	4,472,507	20,588,442
Forecast %	93.97%	93.95%	100.00%	100.00%	95.24%
GENERAL SERVICES					
YTD 12/31	4,759,527	2,141,692	0	56,883	6,958,102
Adopted	10,717,631	5,178,898	366,902	324,129	16,587,560
Appropriation	10,721,227	5,263,056	425,081	331,301	16,740,665
Forecast Spending	9,779,370	4,901,299	425,081	331,301	15,437,051
Forecast %	91.22%	93.13%	100.00%	100.00%	92.21%
LIBRARY					
YTD 12/31	0	0	0	0	0
Adopted	0	0	4,017,628	0	4,017,628
Appropriation	0	0	4,466,654	0	4,466,654
Forecast Spending			4,466,654		4,466,654
Forecast %	0.00%	0.00%	100.00%	ERR	100.00%
NONDEPARTMENTAL					
YTD 12/31	1,594,908	3,545,250	1,210,810	28,713	6,379,681
Adopted	2,997,645	9,392,977	1,250,810	38,151	13,679,583
Appropriation	3,422,402	8,818,554	1,250,810	276,814	13,768,580
Forecast Spending	3,227,423	8,620,592	1,250,810	273,564	13,372,389
Forecast %	94.30%	97.76%	100.00%	98.83%	97.12%
CONTINGENCY/BALANCE					
YTD 12/31			0		0
Adopted			2,502,434		2,502,434
Appropriation			2,061,154		2,061,154
Forecast Spending			970,000		970,000
Forecast %			47.06%		47.06%
TOTAL GENERAL FUND					
YTD 12/31	28,130,757	12,206,366	9,959,431	1,037,252	51,333,806
Adopted	68,556,546	31,952,757	34,159,150	5,290,685	139,959,138
Appropriation	69,007,053	32,574,287	34,233,677	5,537,820	141,352,837
Forecast Spending	66,481,479	30,905,096	32,527,253	5,534,570	135,448,398
Forecast %	96.34%	94.88%	95.02%	99.94%	95.82%



MULTNOMAH COUNTY OREGON

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

DEPARTMENT OF GENERAL SERVICES
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1120 SW FIFTH, 14TH FLOOR
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INFORMATION SERVICES (503) 248-3749

M E M O R A N D U M

TO: County Managers and Staff
FROM: David Warren, Budget Manager *DCW*
DATE: January 6, 1991
SUBJECT: QUARTERLY CONTINGENCY REQUESTS

BOARD OF
COUNTY COMMISSIONERS
1991 JAN - 9 PM 3:43
MULTNOMAH COUNTY
OREGON

The second quarter General Fund Contingency requests will go to the Board of County Commissioners this month or early next month. I believe the Board will review them on January 31 or February 7, 1991.

Contingency requests are due in the Planning & Budget Division by January 18, 1991. Planning & Budget will forward them to the Chair's Office for placement on the agenda. The Board will review them at the Informal Board Meeting either January 29 or February 5 and vote on them at the Formal Board Meeting on the following Thursday.

To bring a contingency request before the Board you need to complete:

- a regular Bud Mod form (as always), and
- a "Request for General Fund Contingency Transfer" form explaining why the requested transfer could not be foreseen or absorbed within existing appropriations, and the reason for the transfer. A copy of this form is attached.

By resolution, the Board has limited contingency funding to

- a) emergency situations which, if left unattended, will jeopardize the health and safety of the community,

Contingency Requests
January 6, 1991

- b) unanticipated expenditures that are necessary to keep a previous public commitment or fulfill a legislative mandate or can be demonstrated to result in significant administrative or programmatic efficiencies,
- c) expenditures covered by unanticipated revenues not classifiable as grants.

Planning & Budget will advise the Chair's Office as to which category covers each contingency request or if the request does not seem to fit any of the required categories.

If you have any questions about this procedure, contact your budget analyst before January 18, 1991.

As a further note, I believe the following are the likely dates for the remaining quarterly contingency processes for 1990-91.

Third Quarter

- Due in Planning & Budget - April 4, 1991
- Chair's Office for Agenda Placement - April 8, 1991
- Board Informal - April 16, 1991
- Board Formal - April 18, 1991

Fourth Quarter

- Due in Planning & Budget - June 6, 1991
- Chair's Office for Agenda Placement - June 10, 1991
- Board Informal - June 18, 1991
- Board Formal - June 20, 1991

attachment

REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod No. _____ 2. Amount requested from General Fund Contingency: \$ _____

3. Summary of request:

4. Has the expenditure for which this transfer is sought been included in any budget request during the past five years? _____ If so, when? _____
If so, what were the circumstances of its denial?

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

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

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

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

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

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

Signature of Department Head/Elected Official

Date

BUDGET MODIFICATION NO. MC50 # 14

(For Clerk's Use) Meeting Date FEB 14 1991
Agenda No. R-8

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT Sheriff's Office

DIVISION _____

CONTACT Larry Aab

TELEPHONE 251-2489

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

SUGGESTED

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

Budget modification transferring \$2,047 from contingency, to Safety Action Team budgets within the Sheriff's Office to match donations received for specific Safety Action Team activities.

(Estimated Time Needed on the Agenda)

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

☐ PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This modification will transfer \$1,500 from contingency to the Rockwood Safety Action Team Unit, Supplies line item to match donations received or expected. \$925.77 has been donated for Rockwood activities through January 25, 1991.

This modification will also transfer \$500 from contingency to the Columbia Villa budget, Supplies line item, to match donations received or anticipated. \$265 has been donated through January 25, 1991.

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

Increase Service Reimbursement to Federal/State fund \$547.

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

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

(Specify Fund)

(Date)

After this modification

\$ _____

Originated By

Date

Department Manager

Date

Budget Analyst

Date

Personnel Analyst

Date

Board Approval

Date

BUDGET FY

TOTAL EXPENDITURE CHANGE	547	TOTAL EXPENDITURE CHANGE
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BUDGET FY.

TOTAL REVENUE CHANGE	547	TOTAL REVENUE CHANGE
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REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod No. MSD #14 2. Amount requested from General Fund Contingency: \$ 2,047

3. Summary of request:

This request will transfer \$2,047 from contingency to the Safety Action Team budgets to appropriate expenditures to match donations received for Safety Action Team activities.

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

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

Donations were not anticipated.

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

Expenditures will be covered by donated funds.

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

Contingency will be repaid through donations.

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

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

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

Signature of Department Head/Elected Official

Date

BUDGET MODIFICATION NO. MCSO 4 15

(For Clerk's Use) Meeting Date FEB 14 1991
Agenda No. R-9

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____ (Date) _____
DEPARTMENT Sheriffs Office DIVISION _____
CONTACT Larry Aab TELEPHONE 251-2489
*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD _____

SUGGESTED

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

Budget modification transferring \$159,709 from contingency to the MCSO budget to appropriate a portion of Federal Marshal revenue in excess of the original budgeted amount.

(Estimated Time Needed on the Agenda)

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

☒ PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

Federal Marshal revenue has exceeded the amount originally budgeted by \$173,097 to date. This modification will appropriate \$159,709 of these funds to cover the following:

- 4 Temporary Court Guard positions from 2/15 - 6/30 \$47,476
- OTSC DuII Sergeant Overtime from 10/30 - 2/15 and Permanent from 2/15 - 6/30/91 62,060
- Increased cost of the ID contract with the City of Portland 44,284
- TOTAL: \$153,820

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1991 FEB - 6 PM 1:40

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

- Increase Cash Transfer to Federal/State fund \$67,949
- Increase Service Reimbursement to Insurance fund \$4,148

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

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

Originated By	Date	Department Manager	Date
Budget Analyst	Date	Personnel Analyst	Date
J. Mark Campbell 2-5-91		Robert A. Skippin Sr	2/5/91
Board Approval		Date	
REBORAH C. ROGERS		February 14, 1991	

EXPENDITURE
TRANSACTION NO []

ON [] TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
		100	025	4015			5200			42,790		Temporary
							5500			3,372		Fringe
							5550			1,314		Insurance
		156	025	3312			5100			17,322		Permanent
							5300			25,980		Overtime
							5500			15,924		Fringe
							5550			2,834		Insurance
							7100			5,889		Indirect @ 9.49%
		100	025	3810			6110			44,284		Professional Services
		400	040	7231			6580			4,148		Insurance
		100	025	3012			7608			67,949		Cash Transfer to F/S
		100	025	9120			7700			459,709		Contingency
TOTAL EXPENDITURE CHANGE											72,097	TOTAL EXPENDITURE CHANGE

REVENUE

TRANSACTION NO []

ON [] TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Revenue Source	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
		156	025	3312			7601			67,949		County General Fund
		400	040	7231			6600			4,148		Sub. Reim. to Ins. Fund
TOTAL REVENUE CHANGE											72,097	TOTAL REVENUE CHANGE

PERSONNEL DETAIL FOR BUD MOD NO. meso + 15

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

FTE Increase (Decrease)	POSITION TITLE	A n n u a l i z e d			
		BASE PAY Increase (Decrease)	Increase (Decrease) Fringe	Ins.	TOTAL Increase (Decrease)
1	Sergeant (DUII)	46,191	16,915	4,405	67,511
	TOTAL CHANGE (ANNUALIZED)				

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

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	C u r r e n t F Y			
		BASE PAY Increase (Decrease)	Increase (Decrease) Fringe	Ins.	TOTAL Increase (Decrease)
Full time	DUII Sergeant 2/15 - 6/30	17,322	6,343	1,652	25,317
Overtime	DUII Sergeant 10/1 - 2/15	25,980	9,581	1,182	36,743
Temporary	Temp. Court Guards (4) 2/15 - 6/30	42,790	3,372	1,314	47,476

REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod No. MSD #15 2. Amount requested from General Fund Contingency: \$159,709

3. Summary of request:

Contingency request transferring \$159,709 to the MCSO budget to ~~pay~~ for 4 Temporary court guards, a DUII Sergeant for OTSC Grant match, and the increased cost of the ID contract. Funding will be covered with increased Federal Marshal revenue, projected to be \$173,097 to date.

4. Has the expenditure for which this transfer is sought been included in any budget request during the past five years? yes If so, when? 90-91 budget request and budget modification requests
If so, what were the circumstances of its denial?

Funding was unavailable

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

No funds were available within constraint

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

All Sheriff's Office units are budgeted at operating level

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

All funds will be covered with Federal Marshal revenues

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

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

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

Robert J. Shaffer Jr.
Signature of Department Head/Elected Official

2/5/91
Date

BUDGET MODIFICATION NO. MCSO #16(For Clerk's Use) Meeting Date FEB 14 1991Agenda No. R-10**1. REQUEST FOR PLACEMENT ON THE AGENDA FOR**

(Date)

DEPARTMENT Sheriff's Office

DIVISION

CONTACT Larry AabTELEPHONE 251-2489

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

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

Budget modification transferring \$19,955 from contingency to MCSO to cover the cost of Deputy overtime coverage for motion picture and television productions.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)☒ **PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET**

Because of the drought in southern California and other factors, MCSO deputies have increasingly been asked to provide patrol services for motion picture and television productions in this area.

As of 2/5/91, 278 hours of overtime have been used for this purpose, with another 100 hours to be used in the following week. We project that 500 hours will be used by the end of the fiscal year. At the average overtime rate, the total cost for 500 hours will amount to \$19,955.

The production companies are billed for this entire amount.

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

Increase service reimbursement to Insurance Fund \$505

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

Contingency before this modification (as of _____)

\$ _____

(Specify Fund)

(Date)

After this modification

\$ _____

Originated By	Date	Department Manager	Date
Budget Analyst	Date	Personnel Analyst	Date
Board Approval			

J. Mark Campbell 2-5-91 Robert D. Skipper Sr. 2/5/91

Wendy C. Rogers FEBRUARY 14, 1991

REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod No. MSO #16 2. Amount requested from General Fund Contingency: \$ 19,955

3. Summary of request:

Budget modification transferring \$19,955 from contingency to pay for Deputy overtime used to provide patrol service during movie and television production. All amounts will be reimbursed by production companies.

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

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

The increased expenditures were not anticipated

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

All Sheriff's Office units are budgeted at operating level

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

All costs will be paid by the production companies

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

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

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

Robert H. Shaffer Jr.
Signature of Department Head/Elected Official

2/5/91
Date

BUDGET MODIFICATION NO. DCC #6(For Clerk's Use) Meeting Date **FEB 14 1991**
Agenda No. **R-11****1. REQUEST FOR PLACEMENT ON THE AGENDA FOR** _____

(Date)

DEPARTMENT Community CorrectionsDIVISION Parole and Probation ServicesCONTACT Wayne Salvo/Wayne GeorgeTELEPHONE 248-3810

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

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

Budget Modification DCC #6 to transfer from the General Fund Contingency to Facilities Management budget \$15,000 of County Assessment funds to cover unbudgeted costs of remodeling Parole and Probation facility.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)☐ PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This budget modification transfers \$15,000 of County Assessment funds from General Fund Contingency to Facilities Management budget to cover unbudgeted costs of additional offices needed in the building.

The FY 90-91 budget has \$546,650 in County Assessment revenues budgeted and \$414,791 expenditures appropriated. County Assessment funds are revenues received from State Courts from assessments imposed on sentenced fines and penalties. These funds can only be used for corrections programs included in the Community Corrections Plan.

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

N/A

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

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

After this modification

Originated By

Date

David Bogucki

23 Jan 91

Department Manager

Date

Robert A Jackson

1-2391

Budget Analyst

Date

David W. Murray 1/25/91

Personnel Analyst

Date

Board Approval

Date

Deborah C. Rogers

February 14, 1991

EXPENDITURE

TRANSACTION EB []

GM [] TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
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100 030 5718

8200

15,000

Building improvements

100 045 9120

7700

(15,000)

General Fund Contingency

TOTAL EXPENDITURE CHANGE

TOTAL EXPENDITURE CHANGE

REVENUE

TRANSACTION RB []

GM [] TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Revenue Source	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
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TOTAL REVENUE CHANGE

TOTAL REVENUE CHANGE

FEB 14 1991

R-12

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT General ServicesDIVISION FinanceCONTACT David BoyerTELEPHONE 248-3312

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

Transfer from General Fund Contingency to Provide Funding for
Costs Associated with Preparation of COP's

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

☐ PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

In anticipation of purchasing the Commercial Securities Building, the County prepared bond documents and authorized the printing of COP's. The costs for preparing the issuance of the COP's, and the lawsuit which resulted from it, were \$26,450; which breaks down as follows:

Moody's	\$ 5,250
Printing Cost	3,135
Underwriter Counsel	8,324
Bond Counsel	9,741
TOTAL	\$26,450

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

N/A

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1991 FEB -6 PM 1:40

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

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

After this modification \$ _____

Originated By	Date	Department Director	Date
		<i>Linda Alexander</i> ^{bs}	1-28-91
Budget Analyst	Date	Employee Services	Date
<i>J. Mark Campbell</i>	1-28-91		
Board Approval	Date		
<i>Dorothy C. Rogers</i>	February 14, 1991		

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

REVENUE

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

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

TOTAL REVENUE CHANGE	26,450
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REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod No. DGS #4 2. Amount requested from General Fund Contingency: \$ 26,450

3. Summary of request:

This contingency transfer will appropriate the cost of preparing COPs for the purchase of the Commercial Securities Building. Although, the COPs were never issued, the County incurred costs in preparing documents and legal counsel.

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

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

Issuance costs were to be included in the total cost of the COPs.

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

No funds are available within the Department at this time.

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

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

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

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

Sunda Alexander^{bs}
Signature of Department Director/Elected Official

1-28-91
Date

BUDGET MODIFICATION NO. DGS #5

(For Clerk's Use) Meeting Date FEB 14 1991

Agenda No. R-13

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT General Services

DIVISION Employee Services

CONTACT Curtis Smith

TELEPHONE 248-5015

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Curtis Smith

SUGGESTED

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

Establish 9-month program, beginning March 1, 1991, to provide outplacement assistance to employees impacted by budget cuts.

(Estimated Time Needed on the Agenda)

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

☒ PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This outplacement assistance program is a cooperative effort with the City of Portland Bureau of Personnel Services. The Bud Mod represents the county's portion of the start-up costs and the county's portion of the funds to provide assistance from March 1 through June 30, 1991.

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1991 FEB - 6 PM 1:40

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

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

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

After this modification

\$ _____

Originated By

Date

Curtis Smith

1/18/91

Department Manager

Date

Vida H. Stufander

1/18/91

Budget Analyst

Date

J. Mark Campbell

1-22-91

Personnel Analyst

Date

Donald H. Winkley

1/18/91

Board Approval

Date

EXPENDITURE

TRANSACTION EB []

GM [] TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
		100	040	7510			5100	358,058	363,784	5,726		1.0 Office Asst. 2
		100	040	7510			5500	95,917	97,449	1,532		Fringe
		100	040	7510			5550	48,522	49,826	1,304		Insurance
		100	040	7510			6110	47,225	58,775	11,550		Employee workshops
		100	040	7510			6120	12,080	12,890	810		Copier rental & printing
		100	040	7510			6170	-0-	1,696	1,696		Space rental
		100	040	7510			6200	20,880	21,380	500		Postage
		100	040	7510			6230	1,980	4,595	2,615		Supplies & furniture
		100	040	7510			7150	11,205	12,117	912		Phones & installation
		100	040	7510			8400	-0-	5,975	5,975		Equipment
		400	040	7531			6520	4,813,726		1,304		Insurance
		402	040	7990			6140	747,930		912		Communi: cal: 012
		100	045	9120			7700			(32,420)		Cont: agency

TOTAL EXPENDITURE CHANGE	2,216	TOTAL EXPENDITURE CHANGE
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REVENUE

TRANSACTION RB []

GM [] TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Revenue Source	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
		400	040	7040			6400	5,542,095		1,304		
		402	040	7990			6600	672,294		912		

TOTAL REVENUE CHANGE	2,216	TOTAL REVENUE CHANGE
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PERSONNEL DETAIL FOR BUD MOD NO. DGS # 5

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

FTE Increase (Decrease)	POSITION TITLE	A n n u a l i z e d			
		BASE PAY Increase (Decrease)	Increase (Decrease) Fringe	Ins.	TOTAL Increase (Decrease)
1.0	Office Assistant 2	17,351	4,641	3,952	25,944
	TOTAL CHANGE (ANNUALIZED)				

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

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	C u r r e n t F Y			
		BASE PAY Increase (Decrease)	Increase (Decrease) Fringe	Ins.	TOTAL Increase (Decrease)
.33	Office Assistant 2	5,726	1,532	1,304	8,562

REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod No. DGS #5 2. Amount requested from General Fund Contingency: \$32,420
3. Summary of request: In order to assist an estimated 200 laid off employees to find re-employment, it is recommended that the County participate jointly with the City of Portland in implementing an out-placement center on the first floor of the Portland Building, March 1 through November 30, 1990. The center would require two clerical staff (perhaps lay-offees), office furniture and supplies, and training equipment. Services offered would include: A) Management training; B) Orientation of layoffees; C) Career self-assessment; D) Development of job search plan and materials; E) Job search skill training; F) Counseling; G) Placement assistance; H) Follow-up recruitment as future vacancies become available. Some of these services would be provided by outside providers in group instruction. Existing professional staff of both the City and County would be utilized. The amount above is the County's share, 3/1/91 - 6/30/91. Continuation of clerical help will be submitted in 1991-92 budget.

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

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

The need was not known until recently.

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

The size of the request is beyond unencumbered funds for 1990-91.

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

Some minor amount of office supplies and furniture may revert to the County.

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

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

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

Nida R. Saunders
Signature of Department Director/Elected Official

1/18/91
Date