

ANNOTATED MINUTES

Thursday 4, August, 1994 - 9:30 AM

*Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

REGULAR MEETING

Chair Beverly Stein convened the meeting at 9:30 a.m., with Vice-Chair Tanya Collier, Commissioner Sharron Kelley, Gary Hansen and Dan Saltzman present.

CONSENT CALENDAR

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, THE CONSENT CALENDAR (ITEMS C-1 AND C-2) WAS UNANIMOUSLY APPROVED.

DEPARTMENT OF ENVIRONMENTAL SERVICES

C-1 *ORDER in the Matter of Cancellation of Land Sale Contract 15522 Between Multnomah County, Oregon and Joe S. Brown Upon Default of Payments and Performance of Covenants*

ORDER 94-139.

SHERIFF'S OFFICE

C-2 *Ratification of an Intergovernmental Agreement, Contract #800385, between METRO, Solid Waste Management and Multnomah County Sheriff's Office to Provide Solid Waste Flow Control and General Investigative Police Service to METRO and to Provide a Supervised Inmate Work Crew to Clean Up Illegal Dumpsites within the Jurisdictional Boundaries of METRO, Effective July 1, 1994 through June 30, 1995*

REGULAR AGENDA

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-1 *Budget Modification DES #1 Requesting Authorization to Reclassify Administrative Analyst Position in the Land Use Planning Division to Administrative Analyst/Senior Position*

COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-1. R. SCOTT PEMBLE PRESENTED EXPLANATION AND RESPONSE TO BOARD QUESTIONS. BUDGET MODIFICATION WAS UNANIMOUSLY APPROVED.

- R-2 *Request for Approval of a Notice of Intent to Apply for a \$30,000 Grant for from the State of Oregon Parks and Recreation Department for an RV Park Planning Grant for the Proposed Expo and Blue Lake RV Sites*

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-2. BERIT STEVENSON OF METRO PRESENTED EXPLANATION AND RESPONSE TO BOARD QUESTIONS. R-2 WAS UNANIMOUSLY APPROVED.

COMMUNITY AND FAMILY SERVICES DIVISION

- R-3 *Request for Approval of a Notice of Intent to Apply for a \$1,000,000 Grant from the U.S. Department of Housing and Urban Development (HUD) Supportive Housing Program for Supportive Services and Rental of Transitional Housing Units which could become Permanent Housing for Homeless Families*

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-3. BARBARA HERSHEY PRESENTED EXPLANATION AND RESPONSE TO BOARD QUESTIONS. R-3 WAS UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

- R-4 *RESOLUTION in the Matter of Declaring Support for Tri-Met Referral of General Obligation Bonds for South/North MAX as the First Part of a Multi-Year Vision to Address the Region's Transportation Needs*

COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-4. COMMISSIONER COLLIER AND KATHY BUSSE PRESENTED EXPLANATION AND RESPONSE TO BOARD QUESTIONS. RESOLUTION 94-140 WAS UNANIMOUSLY APPROVED.

PUBLIC COMMENT

- R-5 *Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.*

NONE.

There being no further business, the meeting was adjourned at 9:53 a.m.

**OFFICE OF THE BOARD CLERK
for MULTNOMAH COUNTY, OREGON**

A handwritten signature in cursive script, reading "Carrie A. Parkerson", written over a horizontal line.

Carrie A. Parkerson



MULTNOMAH COUNTY OREGON

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

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

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

AUGUST 1, 1994 - AUGUST 5, 1994

Thursday, August 4, 1994 - 9:30 AM - Regular Meeting Page 2

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

Thursday, 6:00 PM, Channel 30

Friday, 10:00 PM, Channel 30

Saturday, 12:30 PM, Channel 30

Sunday, 1:00 PM, Channel 30

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

Thursday 4, August, 1994 - 9:30 AM

Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

REGULAR MEETING

CONSENT CALENDAR

DEPARTMENT OF ENVIRONMENTAL SERVICES

Ad
C-1 ORDER in the Matter of Cancellation of Land Sale Contract 15522 Between Multnomah County, Oregon and Joe S. Brown Upon Default of Payments and Performance of Covenants (continued from July 28, 1994) 94-139

SHERIFF'S OFFICE

Ad
C-2 Ratification of an Intergovernmental Agreement, Contract #800385, between METRO, Solid Waste Management and Multnomah County Sheriff's Office to Provide Solid Waste Flow Control and General Investigative Police Service to METRO and to Provide a Supervised Inmate Work Crew to Clean Up Illegal Dumpsites within the Jurisdictional Boundaries of METRO, Effective July 1, 1994 through June 30, 1995

REGULAR AGENDA

DEPARTMENT OF ENVIRONMENTAL SERVICES

Ad
R-1 Budget Modification DES #1 Requesting Authorization to Reclassify Administrative Analyst Position in the Land Use Planning Division to Administrative Analyst/Senior Position

Ad
R-2 Request for Approval of a Notice of Intent to Apply for a \$30,000 Grant ~~for~~ from the State of Oregon Parks and Recreation Department for an RV Park Planning Grant for the Proposed Expo and Blue Lake RV Sites

COMMUNITY AND FAMILY SERVICES DIVISION

Ad
R-3 Request for Approval of a Notice of Intent to Apply for a \$1,000,000 Grant from the U.S. Department of Housing and Urban Development (HUD) Supportive Housing Program for Supportive Services and Rental of Transitional Housing Units which could become Permanent Housing for Homeless Families

NON-DEPARTMENTAL

- R-4 *RESOLUTION in the Matter of Declaring Support for Tri-Met Referral of General Obligation Bonds for South/North MAX as the First Part of a Multi-Year Vision to Address the Region's Transportation Needs* 94-140

PUBLIC COMMENT

- R-5 *Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.*

MEETING DATE: ~~JUL 28 1994~~ AUG 04 1994

AGENDA NO: CE C-1

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Cancellation of Defaulted Land Sale Contract.

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590
BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

1. Request cancellation of Land Sales Contract #15522 to Joe S. Brown.
2. Purchaser has failed to make the monthly payments as required by contract and has failed to pay the delinquent 1990/91, 1991/92, 1992/93 real property taxes as required by the contract.
3. Notice of Default was sent Certified and First Class on May 27, 1994 to Contract Purchaser and he has failed to cure the default. (See attached)

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR *[Signature]* Betsy Willia

DEPARTMENT MANAGER: *[Signature]* James W. D... 7-13-94

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

Original sent to Beverly Scott on 8-8-94.

1994 JUL 20 PM 3:25
 CLERK OF COUNTY COMMISSIONERS
 CLERK OF BOARD OF SUPERVISORS

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Cancellation of)
Land Sale Contract 15522)
between Multnomah County, Oregon and) ORDER TO CANCEL CONTRACT
JOE S. BROWN) 94-139
upon Default of Payments and Performance)
of Covenants)

Upon advice of the Tax Title Unit of Multnomah County that the contract purchaser, JOE S. BROWN, by contract dated April 18, 1990, agreed to purchase from Multnomah County upon terms and conditions provided therein, the following tax foreclosed property:

WILLAMETTE HEIGHTS ADD N 90' OF E 15' & W 35' OF LOT 6, BLOCK 26; LOTS 7 & 10 & 11 & 14, BLOCK 26

pursuant to authority of ORS 275.180, and that said purchaser is now in default of the terms of said contract in that purchaser failed to make monthly payments of \$1,026.16 since December 15, 1991 for a total of \$32,837.12 and that purchaser failed and neglected to pay before delinquency taxes for the years 1990/91, 1991/92, 1992/93 & 1993/94 in the amount of \$24,729.80 plus interest and fees which were lawfully assessed and levied against said property.

It appearing to the Board that ORS 275.220 provides that upon such default or breach of said contract, the Board may cancel said contract:

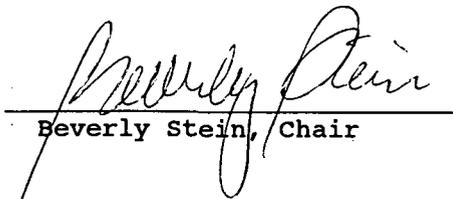
NOW, THEREFORE, it is hereby ORDERED that the subject contract be and is declared CANCELLED, effective August 11, 1994.

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

IT IS HEREBY FURTHER ORDERED that the MULTNOMAH COUNTY SHERIFF serve a certified copy of this order, as a summons is served, upon JOE S. BROWN at 901 SW KING APT 619 PORTLAND, OR 97210 and a return of service be made upon such copy of the order.

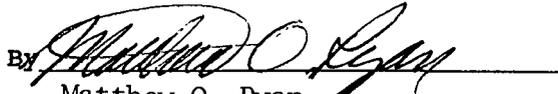
Dated this 4th day of August, 1994.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair



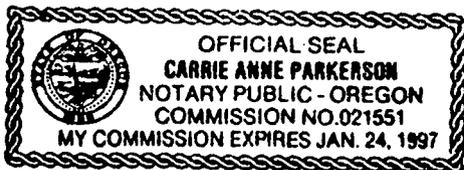
REVIEWED:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

BY 
Matthew O. Ryan

STATE OF OREGON)
COUNTY OF MULTNOMAH)

On this 4th day of August, 1994, before me, a Notary Public in and for said County and State, personally appeared Beverly Stein, Board of Commissioners Chair for Multnomah County, Oregon authorized to sign official County documents and that the seal affixed to said instrument was signed and sealed on behalf of said County by authority of its Board of County Commissioners, and the said instrument to be the free act and deed of said County.

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



Carrie Anne Parkerson

Carrie Anne Parkerson
Notary Public for Oregon
My Commission Expires: 1/24/97

volume / page

date / time

94 089752

94 JUN -9 AM 10:11

PAGE 1 of 4

RECORDING SECTION
MULTNOMAH COUNTY

State of Oregon
County of Multnomah

I hereby certify that the attached
instrument was received and duly
recorded by me in Multnomah County
records:

Cindy Swick, Deputy

RECORD DH

FEES - SURVEY _____

D.O.R. _____

PLEASE DO NOT REMOVE; THIS CERTIFICATE IS A PART OF
THE PUBLIC RECORD

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF MULTNOMAH COUNTY, OREGON

In the Matter of the Approval of the)
Agreement to Defer Right to Pursue) RESOLUTION
Default on County Land Sale)
Contract # 15522) 94-96

WHEREAS, Multnomah County entered into Contract #15522, a land sale contract on April 18, 1990 with Jon and Sandie Luft; and

WHEREAS, the Lufts assigned their interest in the contract to Joe S. Brown on July 10, 1990: and

WHEREAS, Mr. Brown is now in default on the contract; and

WHEREAS, Multnomah County Tax Title Unit and Mr. Brown requests the Board approve the attached "Agreement to Defer Right to Pursue Default" which allows Mr. Brown time to bring current all delinquent contract payments and all delinquent real property taxes no later than July 29, 1994, prior to the County acting on Mr. Brown's default and cancelling the contract.

THEREFORE BE IT RESOLVED that the attached "Agreement to Defer Right to Pursue Default" relating to County Contract #15522 and attached and identified as Exhibit A is hereby approved.

ADOPTED this 2nd day of June, 1994



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

By Beverly Stein
Beverly Stein, Chair
Multnomah County, Oregon

166 | 200 | Tax title

Exhibit A

AGREEMENT TO DEFER RIGHT TO PURSUE DEFAULT AGAINST JOE S. BROWN UNTIL JULY 29, 1994

Parties: Joe Stuart Brown, assignee/vendee ("Brown")
Multnomah County, vendor ("County")

Recitals: 1) Brown is the assignee of the vendee's interest on a certain land sale contract, County Contract No. 15522, dated April 18, 1990 between County as vendor and Jon Luft and Sandie Luft as vendees recorded April 20, 1990 in Book 2294, page 249, Multnomah County Records. The property which is the subject of the contract is legally described as follows:

Willamette Heights Add North 90' of East 15' and West 35' of Lot 6, Blk 26; Lots 7 and 10, Blk 26; Lots 11 and 14, Blk 26.

2) The Lufts assigned their interest in this Contract and the above described property to Brown by an agreement entitled, "Assignment and Conveyance By Owner of Vendee's Interest in Land Sale Contract", dated July 10, 1990, recorded July 31, 1990 in Book 2328, pages 1238 to 1240, Multnomah County Records. This agreement shall be referred to herein as "The Assignment".

3) On April 7, 1993 the County and Brown executed an amendment to the Contract identified in paragraph 1, recorded in Book 2675, pages 1995-1996 extending a period of no payments due until April 30, 1994.

4) On January 28, 1994 County and Brown recorded a previously executed second amendment to this contract at Book 94 Page 015500 Multnomah County Records.

5) As of April 30, 1994 Brown is in default on Contract #15522 as amended.

The parties do hereby agree as follows:

1. The County agrees to defer action on Brown's default under the contract until July 29, 1994 except as provided below.

2. For the period of this extension there shall be no payments due; interest shall continue to accrue.

3. The delinquent contract payments, in the amount of \$32,837.12 that are and will become due by July 29, 1994 shall be included in the balance due July 29, 1994.

4. Brown shall pay all delinquent real property taxes accrued against the real property as of July 15, 1994 in the amount of \$24,729.80 by July 29, 1994.

5. Except as modified by this default deferral agreement, the terms and conditions of the Contract dated April 18, 1990, and the first amendment to that contract dated April 7, 1993, as well as the assignment dated July 10, 1990, and the second amendment dated December 23, 1993 shall remain in force.

6. The County will issue a final notice to Brown no later than May 27, 1994 advising Brown that the contract shall be cancelled by the Board of County Commissioners on August 11, 1994 if payment in full of all the amounts set out in paragraph 3 and 4 are not paid to the County by July 29, 1994.

7. The County shall send the notice issued pursuant to paragraph 6 by first class and certified mail and Brown agrees the provision of the notice as described is in compliance with ORS 93.915.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates set forth below.

For Multnomah County:

Beverly Stein
Name Beverly Stein
Title Multnomah County Chair
Date 6-2-94

Assignee/Vendee:

Joe S. Brown
Joe S. Brown
Date May 3, 1994

STATE OF OREGON)
County of Multnomah) ss.

Personally appeared the within named Joe S. Brown and acknowledged the foregoing instrument to be a voluntary act and deed.

SUBSCRIBED AND SWORN to before me this 3rd day of May, 1994

Beverly E. Scott
Notary Public for Oregon
My Commission expires January 3, 1995

Reviewed by:

Matthew O. Ryan
Assistant County Counsel
Matthew O. Ryan





File

Multnomah County Assessment & Taxation
Tax Title Dept. 248-3590
610 SW Alder St.
P.O. Box 2716
Portland, OR 97208

NOTICE OF DEFAULT

MAY 27, 1994

JOE S. BROWN
901 SW KING APT 1009
PORTLAND, OR 97210

YOU ARE HEREBY NOTIFIED THAT YOU ARE IN DEFAULT UNDER CONTRACT #15522 RECORDED ON April 20, 1990, BOOK 2294, PAGE 349 BETWEEN MULTNOMAH COUNTY AND JOE S. BROWN FOR THE PROPERTY LEGALLY DESCRIBED AS:

WILLAMETTE HEIGHTS ADD N 90' OF E 15' & W 35' OF LOT 6, BLOCK 26; LOTS 7 & 10 & 11 & 14, BLOCK 26 (91340-4020/3920/)

THE NATURE OF THE DEFAULT IS THAT:

- 1) STARTING December 15, 1991, YOU FAILED TO MAKE MONTHLY PAYMENTS OF \$1,026.16 EACH FOR 31 MONTHS FOR A TOTAL OF \$32,837.12 AS OF JULY 29, 1994
- 2) AND THAT YOU HAVE FAILED TO PAY 1991/91, 1991,92, 1992/93 & 1993/94 REAL PROPERTY TAXES IN THE AMOUNT OF \$24,729.80 AS OF JULY 29, 1994.

IN ORDER TO CURE THIS DEFAULT, YOU MUST DO ALL OF THE FOLLOWING:

- 1) PAY ALL CONTRACT PAYMENTS WITH INTEREST TO THE DATE OF PAYMENT DIRECTLY TO THIS OFFICE. THIS PAYMENT MUST BE IN CASH.
- 2) PAY ALL DELINQUENT PROPERTY TAXES WITH INTEREST AND FEES TO THE DATE OF PAYMENT DIRECTLY TO THIS OFFICE. THIS PAYMENT MUST BE IN CASH.

IF THIS DEFAULT IS NOT CURED BEFORE July 29, 1994, THIS CONTRACT WILL BE CANCELLED, AND EVERY RIGHT, OR INTEREST OF ANY PERSON IN THE PROPERTY WILL BE FORFEITED FOREVER TO THE COUNTY.

SINCERELY,

Kathy Tuneberg

KATHY TUNEBERG
COLLECTION MANAGER, TAX TITLE UNIT

CC: IRS SPECIAL PROCEDURES PO BOX 3550 PORTLAND, OR 97208

Page one of two

AFFIDAVIT OF
NOTICE OF DEFAULT

STATE OF OREGON }
 }
COUNTY OF MULTNOMAH }

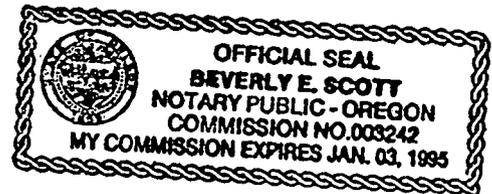
SS

I, Kathy Tuneburg, being first duly sworn, depose and say that I am the Manager of the Multnomah County Tax Collection/Tax Title Section and that a Notice of Default, a copy of which is on page one was mailed by first class and certified on the 27th day of May 1994.

Kathy Tuneburg

Subscribed and sworn to before me this 27th day of May 1994.

Beverly E. Scott
Notary Public for Oregon



Z 004 490 050

Receipt for Certified Mail

No Insurance Coverage Provided
Do not use for International Mail
(See Reverse)



Sum	
Signature	<i>Joe S. Brown</i>
P.O. State and Zip	<i>6685 W. Burnside St #354 Portland, OR 97210</i>
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, and Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date	

UNITED STATES POSTAL SERVICE
No Insurance Coverage Provided
Do not use for International Mail
(See Reverse)



Z 004 490 045

Z 004 490 044

PS Form 3800, March 1993

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. Addressee's Address

2. Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:
*FNS Special Procedure
PO Box 3550
Portland, OR 97208*

4a. Article Number
2 004 490 045

4b. Service Type

Registered Insured

Certified COD

Express Mail Return Receipt for Merchandise

7. Date of Delivery *MAY 31 1994*

5. Signature (Addressee)
[Signature]

8. Addressee's Address (Only if requested and fee is paid)

6. Signature (Agent)

Thank you for using Return Receipt Service.

PS Form 3811, December 1991 U.S. GPO: 1993-352-714 DOMESTIC RETURN RECEIPT

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. Addressee's Address

2. Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:
*Joe S. Brown
6685 W. Burnside St
#354
Portland, OR 97210*

4a. Article Number
2 004 490 050

4b. Service Type

Registered Insured

Certified COD

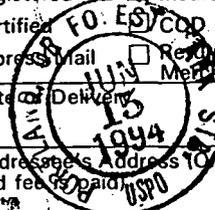
Express Mail Return Receipt for Merchandise

7. Date of Delivery

5. Signature (Addressee)

8. Addressee's Address (Only if requested and fee is paid)

6. Signature (Agent)
[Signature]



Thank you for using Return Receipt Service.

PS Form 3811, December 1991 U.S. GPO: 1993-352-714 DOMESTIC RETURN RECEIPT

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA between Metro and the Sheriff's Office

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: August 4, 1994

Amount of Time Needed: 5 - 10 minutes

DEPARTMENT: Sheriff's Office DIVISION: Enforcement

CONTACT: Larry Aab TELEPHONE #: 251-2489

BLDG/ROOM #: 313/231

PERSON(S) MAKING PRESENTATION: Bob Skipper, Sheriff

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Intergovernmental Agreement between Metro and the Sheriff's Office to provide solid waste flow control and general investigative police service to Metro and to provide a supervised inmate workcrew to clean up illegal dumpsites within jurisdictional boundaries of Metro; effective July 1, 1994 through June 30, 1995.

CONSENT

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Bob Skipper

OR

DEPARTMENT MANAGER: _____

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 JUL 27 PM 4:08

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800385

Amendment # _____

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-2</u> DATE <u>8/4/94</u></p> <p><u>Carrie A. Parkerson</u></p> <p>BOARD CLERK</p>
--	--	---

Department Sheriff's Office Division Enforcement Date July 18, 1994

Contract Originator Chief Deputy Randy Amundson Phone 251-2401 Bldg/Room 313/

Administrative Contact Larry Aab Phone 251-2489 Bldg/Room 313/231

Description of Contract To provide solid waste flow control and general investigative police service to Metro and to provide a supervised inmate workcrew to clean up illegal dumpsites within the jurisdictional boundaries of Metro.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Metro, Solid Waste Management
 Mailing Address 600 NE Grand Ave
Portland, OR 97232-2736

Phone _____
 Employer ID# or SS# _____
 Effective Date July 1, 1994
 Termination Date June 30, 1995
 Original Contract Amount \$ 314,261.00
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ _____

REQUIRED SIGNATURES

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

Remittance Address _____
 (If Different) _____

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt

Monthly \$ _____ Net 30

Other \$ billed quarterly Other _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

Encumber: Yes No

Date _____

Date _____

Date 7/26/94

Date _____

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.	180	025	3130			2780					
02.											
03.											

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION CANARY - INITIATOR PINK - FINANCE

ORIGINAL

Metro No: 903761

MCSO No: 800385

1
2
3 **INTERGOVERNMENTAL AGREEMENT**

4 THIS INTERGOVERNMENTAL AGREEMENT, dated as of the last signature
5 date below, is entered into between MULTNOMAH COUNTY, a political
6 subdivision of the State of Oregon, by and through the Multnomah
7 County Sheriff's Office (MCSO) and Metro, a metropolitan service
8 district organized under the laws of the State of Oregon and the
9 1992 Metro Charter, for the purposes of renewing the
10 Intergovernmental Agreement (IGA) between Metro and MCSO dated
11 October, 1993, under the following terms and conditions. This
12 IGA is attached as Exhibit A and is incorporated herein by this
13 reference.

- 14
- 15 1. This IGA will terminate on July 1, 1994. Metro and
16 MCSO agree to renew and extend the term of the IGA to
17 June 30, 1995.

 - 18 2. Amended Exhibit A1 to the IGA, which is the budget for
19 the project during the initial term, is deleted and
20 replaced by the attached Exhibit B ("Solid Waste
21 Enforcement Unit Budget -- FY 1994-95"), which is
22 incorporated herein by this reference. Exhibit B is
23 the budget for this project during the extended term
24 July 1, 1994 through June 30, 1995; this budget does
25 not contain any start up cost because all start up
26

ORIGINAL

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into pursuant to the authority found in ORS 190.010 et seq. and ORS 206.345 between MULTNOMAH COUNTY by and through the Multnomah County Sheriff's Office (COUNTY) and METRO, a metropolitan service district.

RECITALS

WHEREAS, Multnomah County is a political subdivision of the State of Oregon and is a unit of local government authorized to enter into intergovernmental agreements pursuant to ORS 190.010, et seq.; and

WHEREAS, the Multnomah County Sheriff is authorized to enter into intergovernmental agreements jointly with and on behalf of the County, pursuant to ORS 206.345; and

WHEREAS, METRO is a municipal corporation formed and operating under state law and the 1992 Metro Charter, and is a unit of local government authorized to enter into intergovernmental agreements pursuant to ORS 190.010, et seq.; and

WHEREAS, METRO desires to contract with the COUNTY for the performance of certain law enforcement functions, related to METRO's purpose and authority, to be performed by the COUNTY through the Multnomah County Sheriff's Office (hereinafter "MCSO"); and

WHEREAS, the COUNTY through the MCSO is able and prepared to provide the services required by METRO under those terms and conditions set forth; therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, and pursuant to the provisions of ORS chapter 190, the parties agree to be bound as follows:

FLOW CONTROL INVESTIGATION

1. The COUNTY agrees to provide solid waste Flow Control and general investigative police service to METRO. Such police service shall include:
 - a) Enforcement of all duly enacted ordinances of METRO related to flow control investigation and waste management;
 - b) Random and directed surveillance of persons collecting, transporting, storing, treating and disposing of solid and liquid waste to ensure such persons are

- complying with applicable laws relating to waste management;
- c) Background investigations of prospective vendors, contractors and subcontractors who enter into agreements with METRO to provide solid and liquid waste management services or are subject to Metro regulation by law or agreement. Such background investigations shall be subject to the restrictions and limitations imposed by law regarding the use of computerized criminal history information;
 - d) At METRO's request, investigation, case preparation, and prosecution assistance in cases involving offenses (including, but not limited to fraud, racketeering, and material breach of contract) allegedly committed by vendors, contractors, or subcontractors doing business with METRO or by facilities, firms or individuals subject to Metro regulation by law or agreement.
 - e) Criminal intelligence briefings on the waste management industry nationwide, statewide, and locally; specifically focusing upon any connection or relationship between industry participants and known elements of organized crime or other criminal activities.
 - f) Other general investigative work as requested by Metro.
2. In accordance with ORS 206.345 (2), the COUNTY and METRO agree that during the existence of this Agreement, the sheriff and the deputies of the sheriff shall exercise such authority as may be vested in them by law or by terms of this Agreement, including full power and authority to cite violators, arrest for violations of applicable criminal laws, and take other enforcement action for violations of all duly enacted ordinances of METRO relating to flow control and management.

ILLEGAL DUMPSITE CLEANUP — INMATE WORKCREWS

3. The COUNTY agrees to provide a supervised inmate work crew to clean up illegal dumpsites within the jurisdictional boundaries of METRO. Sites will only be cleaned up as requested by METRO, in writing, or by facsimile transmission. The COUNTY further agrees that:
- a) Each crew will be supervised by one or more corrections officers trained and experienced in managing inmate work crews;
 - b) Each work crew will be comprised of sentenced, local inmates eligible for outside public works and who pose a minimal threat to the public;
 - c) Each work crew vehicle will be radio-equipped, self-contained, and furnished with hand and power tools appropriate for each job.

- d) Each work crew supervisor shall be directed to identify and retain through procedures designed to maintain a defensible chain of custody, any evidence that may lead to a successful prosecution of persons dumping waste illegally.
4. The COUNTY and METRO agree:
 - a) Clean-up of dump sites containing known or suspected hazardous materials is beyond the scope, skill, training and experience of an inmate work crew;
 - b) The inmate work crew, including inmates and ASSIGNED PERSONNEL, shall not be required to clean-up any dump site where known or suspected hazardous materials are present; and
 - c) In the event the inmate work crew discovers known or suspected hazardous materials at a dump site, the work crew supervisor shall immediately cease the clean-up activity until such time as the site is inspected and declared or made safe by the appropriate hazardous materials authority.

PERSONNEL MATTERS

5. The COUNTY agrees to provide for the performance of the duties hereunder two (2) FTE deputy sheriffs, one (1) FTE sergeant, and one (1) FTE corrections officer. These persons are hereinafter referred to as "ASSIGNED PERSONNEL." MCSO shall provide the sergeant and corrections officer. The COUNTY and METRO agree that one or more of the deputy sheriffs provided hereunder may be provided by a law enforcement agency other than MCSO. In such event, the other law enforcement agency hereinafter shall be referred to as a "PARTICIPATING AGENCY." For the purpose of this Agreement, one (1.0) FTE position means an employee who is regularly scheduled to work at least 40 hours per week.
6. The COUNTY agrees that the deputy sheriffs, sergeant, and corrections officer provided as ASSIGNED PERSONNEL shall be certified in their respective disciplines by the state's Board of Public Safety Standards and Training.
7. The COUNTY and METRO agree that the ASSIGNED PERSONNEL provided hereunder by MCSO or PARTICIPATING AGENCY shall be and remain employees of the COUNTY or PARTICIPATING AGENCY. The ASSIGNED PERSONNEL shall be supervised by MCSO and shall perform their duties in accordance with the administrative and operational procedures of MCSO. Metro shall nevertheless retain the right, upon request and for cause stated, to have Assigned Personnel removed from assignment under this Agreement and replaced by other Assigned Personnel meeting the requirements of this Agreement.

8. METRO does not assume any liability for the direct payment of any wages, salaries or other compensation to ASSIGNED PERSONNEL performing services pursuant to the terms of this Agreement or for any other liability not provided for in this Agreement.
9. The COUNTY shall maintain Workers' Compensation insurance coverage for ASSIGNED PERSONNEL, either as a carrier insured employer or a self-insured employer as provided in ORS chapter 656.
10. The COUNTY and METRO agree that matters concerning direct or indirect monetary benefits, hours, vacations, sick leave, grievance procedures and other conditions of employment regarding ASSIGNED PERSONNEL under this Agreement shall be governed by the provisions of existing collective bargaining agreements between the ASSIGNED PERSONNEL's bargaining unit and their public employer.
11. The COUNTY and METRO agree that all labor disputes arising out of this Agreement shall be governed by the provisions of applicable collective bargaining agreements in effect during this Agreement, and the personnel rules of the COUNTY or PARTICIPATING AGENCY.
12. The COUNTY and METRO acknowledge that the ASSIGNED PERSONNEL will be absent from duty for various reasons, including but not limited to vacation, holiday, illness, injury, training, leave of absence, and administrative leave. The COUNTY and METRO also acknowledge that some employee absences are the result of paid leave that the ASSIGNED PERSONNEL earn and are entitled to take. The COUNTY and METRO also acknowledge that some employee absences are the result of actions taken by the employer, with or without the employee's consent. In accordance with the foregoing acknowledgments, the COUNTY and METRO agree:
 - a) Except as provided in subsection (b) below, the COUNTY will not be responsible or otherwise obligated to replace any ASSIGNED PERSONNEL who is absent due to paid accrued leave, including but not limited to: vacation, holiday, sick leave or who is absent while participating in training directly related to the services required by METRO. However, the COUNTY will make a good faith effort to schedule known, projected absences so as to minimize the impact on the COUNTY's ability to perform under this Agreement.
 - b) The COUNTY or PARTICIPATING AGENCY will replace any ASSIGNED PERSONNEL who is absent due to: 1) vacation time exceeding 10 days during the fiscal year; 2) employer action, including but not limited to training not related to or provided by this Agreement; 3) leave of absence granted at employer's discretion; 4) administrative leave; or 5) absence due to a job related injury covered by worker's compensation.

- c) In the event the COUNTY or PARTICIPATING AGENCY does not replace any ASSIGNED PERSONNEL pursuant to subsection (b) of this section, the COUNTY will not invoice METRO for those personnel costs.

OFFICE SPACE

13. METRO agrees to provide for the COUNTY's use sufficient office space, to include costs for utilities, including telephone service, at METRO's premises or at a site mutually agreed upon by the parties.

EQUIPMENT PURCHASE, USE AND DISPOSITION

14. This Agreement provides for purchase of materials and supplies for the COUNTY's use as provided hereunder. For the purpose of this Agreement, "materials" includes capital equipment with a unit cost of \$1,000 or more. "Supplies" includes any item with a unit cost of less than \$1,000.
15. The COUNTY agrees to purchase all materials and supplies in accordance with Exhibit A1, attached hereto and incorporated by reference herein.
16. The COUNTY and METRO agree that during the term of this Agreement all materials and supplies, including capital equipment, shall be under the exclusive control of the COUNTY for the COUNTY's use in performing its duties hereunder. The COUNTY and METRO further agree that upon termination of this Agreement, all remaining materials and supplies purchased hereunder, including capital equipment, shall be owned by METRO.
17. Notwithstanding the provisions of section 16, METRO hereby grants to the COUNTY an option to purchase from METRO any or all remaining materials and supplies at a price mutually agreed upon by the parties, not to exceed the fair market value of the item at the time of purchase. The COUNTY agrees to give METRO notice of the COUNTY's intent to exercise its option under this section within 60 days following termination of this Agreement.

CONTRACT COSTS

18. METRO shall pay COUNTY for all costs, services performed and materials delivered in the maximum sum of FOUR HUNDRED THIRTY THOUSAND TWO HUNDRED SIXTY SEVEN AND NO/100THS DOLLARS (\$430,267.00). This maximum sum includes all fees, costs and expenses of whatever nature to which COUNTY may become entitled under this Agreement. All costs listed on Exhibit A1, which is the budget for the project prepared by COUNTY, are on a "not to exceed" basis, and shall be billed quarterly

for costs incurred, services performed and materials delivered during the previous quarter. COUNTY, and is incorporated herein by this reference, shall submit itemized billings to Metro not more frequently than once each calendar year quarter, and Metro shall make payment to Contractor within 30 days of receipt of approved billings.

18-1 METRO shall pay COUNTY the maximum sum of ONE HUNDRED FIFTEEN THOUSAND FOUR HUNDRED THIRTY-SIX AND NO/100THS DOLLARS (\$115,436.00) for all costs identified as "start up costs" on Exhibit A1.

18-2 METRO shall pay COUNTY the maximum sum of THREE HUNDRED FOURTEEN THOUSAND EIGHT HUNDRED THIRTY-ONE AND NO/100THS DOLLARS (\$314,831.00) for all costs identified as "ongoing costs" on Exhibit A1.

INDEMNIFICATION AND LIABILITY

19. The COUNTY shall indemnify, defend and hold harmless METRO, its officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of the ASSIGNED PERSONNEL acting pursuant to the terms of this Agreement, within the limits of the Oregon Tort Claims Act and the Oregon Constitution.
20. METRO in turn agrees to indemnify, defend and hold harmless the COUNTY, its officers, employees and agents, including ASSIGNED PERSONNEL from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts errors or omissions of METRO or its assignees, within the limits of the Oregon Tort Claims Act and the Oregon Constitution.

DISPUTE RESOLUTION

21. While the parties have attempted to make an Agreement anticipating and addressing their concerns, METRO and the COUNTY acknowledge the possibility that a claim, controversy or dispute may arise out of this Agreement. METRO and the COUNTY agree that each party has an obligation and affirmative duty to make a good faith effort to resolve any claim, controversy or dispute, including the giving of timely, written notification thereof to the other party.
22. METRO and the COUNTY agree that all claims, controversies or disputes which arise out of this Agreement, and which have not been resolved through good faith efforts of the parties, shall be resolved by arbitration in accordance with the then effective arbitration rules of the Arbitration Service of Portland or the American Arbitration Association, whichever organization is selected by the party who first initiates arbitration by filing a

claim in accordance with the rules of the organization selected, and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

CONTRACT ADMINISTRATION

23. The Multnomah County Sheriff or his designated representative will represent the COUNTY in all matters pertaining to administration of this Agreement.
24. METRO designates its Solid Waste Director to represent METRO in all matters pertaining to administration of this Agreement.
25. Any notice or notices provided for by this Agreement or by law to be given or served upon either party shall be given or served by certified letter, deposited in the U.S. mail, postage prepaid, and addressed to:

Multnomah County Sheriff
12240 NE Glisan Street
Portland, OR 97230

Solid Waste Director, METRO
600 N.E. Grand Avenue
Portland, OR 97232

CONTRACT MODIFICATION AND TERMINATION

26. This Agreement shall be effective from the 1st day of July, 1993, and shall run through the 30th day of June, 1994.
27. METRO and the COUNTY agree that in the event either party to this Agreement desires to renew this contract after the expiration thereof, they shall notify the other party within 90 days prior to its expiration.
28. METRO and the COUNTY agree that either party to this Agreement may terminate said Agreement by giving the other party not less than 90 days written notice.
29. METRO and the COUNTY agree that this Agreement may be modified or amended by mutual agreement of the parties. Any modification to this Agreement shall be effective only when incorporated herein by written amendments and signed by both METRO and the COUNTY.

30 This Agreement is not intended to benefit any individual, employee, group of employees, corporation or other legal entity other than the parties to this Agreement. This Agreement shall not be deemed to vest in any third party any rights, nor shall it be deemed to be enforceable by any third party in any legal, equitable or administrative proceeding whatsoever.

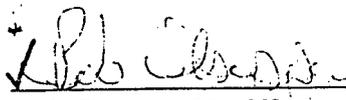
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on the date written below.

METRO

MULTNOMAH COUNTY, OREGON



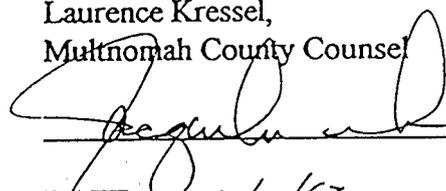
Rena Cusma, Executive Officer



Bob Skipper, Sheriff

DATE: 10-15-93

DATE: 2-2-93

REVIEWED:
Laurence Kressel,
Multnomah County Counsel


DATE: 10/11/93

e:\ck\b\mcsometr.iga
July 30, 1993

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-2 DATE 8/19/93
DEB BOGSTAD
BOARD CLERK

SOLID WASTE FLOW CONTROL MANAGEMENT INVESTIGATION

	Startup Costs	FTE	Ongoing Costs	Total FY 1993-94
Personal Services				
Sergeant	\$0	1.00	\$41,136	\$41,136
Fringe	\$0		\$14,447	\$14,447
Insurance	\$0		\$8,334	\$8,334
Deputy	\$0	2.00	\$72,576	\$72,576
Fringe	\$0		\$25,648	\$25,648
Insurance	\$0		\$12,064	\$12,064
Overtime	\$0		\$9,211	\$9,211
Fringe	\$0		\$3,255	\$3,255
Insurance	\$0		\$562	\$562
Total Personal Services	\$0		\$187,233	\$187,233
Material & Services				
Misc. Professional Services	\$4,720		\$7,430	\$12,150
Printing Services	\$0		\$3,096	\$3,096
Communications	\$1,050		\$2,728	\$3,778
Repair & Maintenance	\$0		\$13,848	\$13,848
Clothing & Uniforms	\$1,832		\$0	\$1,832
Training & Education	\$0		\$619	\$619
Travel	\$6,000		\$15,480	\$21,480
Computer Supplies	\$1,800		\$0	\$1,800
Other Operations Supplies	\$2,200		\$2,740	\$4,940
Total M&S	\$17,602		\$45,941	\$63,543
Indirect @ 6.08%	\$1,070		\$14,177	\$15,247
Capital Outlay				
Office Furniture & Equipment	\$5,550		\$3,096	\$8,646
Equipment & Vehicles	\$46,200		\$0	\$46,200
Total Capital Outlay	\$51,750		\$3,096	\$54,846

Total Budget - Flow Control \$70,422 3.00 \$250,247 \$320,866

ILLEGAL DUMP SITE CLEAN UP

Personal Services				
Corrections Officer	\$0	1.00	\$32,430	\$32,430
Fringe	\$0		\$11,389	\$11,389
Insurance	\$0		\$7,011	\$7,011
Total Personal Services	\$0		\$50,830	\$50,830
Professional Services				
Misc. Professional Services	\$1,040		\$1,077	\$2,117
Repair & Maint. Services/Supplies	\$0		\$7,920	\$7,920
Clothing & Uniforms	\$1,300		\$0	\$1,300
Other Operations Supplies	\$1,500		\$867	\$2,367
Total M&S	\$3,840		\$9,864	\$13,704
Indirect @ 6.08%	\$233		\$3,690	\$3,924
Equipment & Vehicles	\$40,940		\$0	\$40,940

TOTAL BUDGET - ILLEGAL CLEANUP \$45,013 \$04,384 \$109,398

TOTAL OF BOTH PROGRAMS \$115,435 1.00 \$314,831 \$430,267

EXHIBIT B

SOLID WASTE ENFORCEMENT UNIT BUDGET – FY1994-95

Personal Services	FTE	1994-95
Sergeant	1	42,370
Fringe		14,880
Insurance		8,584
Deputy	2	74,753
Fringe		26,417
Insurance		12,426
Overtime		9,487
Fringe		3,353
Insurance		579
Total Personal Services		\$192,849
Materials and Services		
Miscellaneous Professional Services		6,700
Printing Services		3,000
Communications		2,728
Fuel, Repair, & Maint. of Vehicles		13,000
Repair and Maintenance of Equip.		2,500
Training and Education		2,500
Travel		12,000
Computer Supplies		1,200
Other Supplies		2,000
Total Materials and Services		\$45,628
Indirect		13,355
Capital Outlay		
Office Furniture and Equipment		1,200
Total Capital Outlay		\$1,200
Total Budget - Flow Control	3	\$253,032
ILLEGAL DUMP SITE CLEAN UP (Excluding Startup)		
Personal Services	FTE	1993-94
Corrections Officer	1	33,403
Fringe		11,731
Insurance		7,221
Total Personal Services		\$52,355
Materials and Services		
Inmate Labor		1,077
Fuel, Repairs, & Maint. of Van/Trailer		2,500
Repair and Maintenance of Equip.		500
Clothing & Uniforms		750
Tools & Supplies		800
Total Materials and Services		\$5,627
Indirect		3,247
Total Budget - Flow Control	1	\$61,229
TOTAL OF BOTH PROGRAMS	4	\$314,261

BUDGET MODIFICATION NO.

DES 951

(For Clerk's Use) Meeting Date AUG 04 1994
Agenda No. R-1

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

July 28, 1994

(Date)

DEPARTMENT DES

DIVISION Land Use Planning

CONTACT R. Scott Pemble

TELEPHONE x 3182

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

R. Scott Pemble

SUGGESTED

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

Reclassification of the Administrative Analyst position in the Land Use Planning Division to Administrative Analyst/Senior

Estimated time needed on the agenda: 10 minutes

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

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

Personnel changes are shown in detail on the attached sheet

This Budget Modification reclassifies the Administrative Analyst position in the Land Use Planning Division to an Administrative Analyst / Senior. The current Admin Analyst position will become vacant on July 31, due to a retirement. The reclassified position will provide high level administrative/management support and staff assistance to the Land Use Planning Division.

This reclassification will have no budget implication—it will be done within the Land Use Planning Division's FY94-95 personal services budget. This can be accomplished because the starting salary for the reclassified position is lower than the current salary of the retiring employee who is vacating the position.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Reduces revenue to the Insurance Fund

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 JUL 19 PM 1:55

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of _____)

Date

After this modification

\$ _____

\$ _____

Originated By

Date

R. Scott Pemble 7/15/94

Department Director

Date

Betsy Willia 7/18/94

Plan/Budget Analyst

Date

[Signature] 7/21/94

Employee Services

Date

Donald DeWinkley 7/21/94

Board Approval

Date

Carrie A. Paterson 8-4-94

Original delivered to Budget on 8-8-94.

PERSONNEL DETAIL FOR BUDGET MODIFICATION NO.

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

FTE Increase (Decrease)	POSITION TITLE	BASE PAY Increase (Decrease)	ANNUALIZED Increase/(Decrease)		TOTAL Increase (Decrease)
			Increase/(Decrease)		
			Fringe	Ins.	
(1.00)	Administrative Analyst	(38,440)	(9,944)	(8,094)	(56,478)
1.00	Administrative Analyst / Senior	33,362	8,630	7,025	49,017
0	TOTAL CHANGE (ANNUALIZED)	(5,078)	(1,314)	(1,069)	(7,461)

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

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	BASE PAY Increase (Decrease)	CURRENT FY Increase/(Decrease)		TOTAL Increase (Decrease)
			Increase/(Decrease)		
			Fringe	Ins.	
(0.75) FTE	Reclass Admin Analyst Sept 1, 1994	(28,830)	(7,458)	(6,071)	(42,359)
0.75 FTE	Admin Analyst/Sr effective Sept 1, 94	25,022	6,473	5,269	36,763
TOTAL CURRENT FISCAL YEAR CHANGES		(3,809)	(986)	(802)	(5,596)

REQUEST TO CREATE/RECLASSIFY A POSITION

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

See attached position description titled: Land Use Planning - Administrative Analyst/Senior.

- 2. State the proposed classification title:
Administrative Analyst / Senior

- 3. Is this a new position?
No.

- 4. If this is an existing position, state the name of the incumbent:
This is a reclassification of the existing Administrative Analyst position.

- 5. Proposed effective date of change:
August 1, 1994

Hiring Manager: R. Scott Pemble

Date: July 14, 1994 Dept/Div: DES - Land Use Planning

EMPLOYEE RELATIONS DIVISION USE ONLY

- Action: Approved as submitted
 Approved for classification title

Denied (for Reclassification Requests only)

Analyst Name: Donald Helmschlag Date: 7/14/94

Land Use Planning Division
ADMINISTRATIVE ANALYST, SENIOR
(Exempt/Classified)

DEFINITION

To perform a variety of advanced professional administrative and/or technical support activities within a division or department; to provide management support services in the areas of: contracts management, data processing, information management, management analysis, personnel administration, finance, purchasing, office support, and other related services and functions; to plan, organize, and supervise administrative and/or technical support activities within a division or department; to provide complex staff assistance to assigned manager.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from Land Use Planning Division manager.

Exercises direct supervision over a staff typically composed of one to four (1 - 4) professional, technical, and clerical staff.

EXAMPLES OF DUTIES - Duties may include, but are not limited to, the following:

Manage, direct and organize activities of assigned office operations section.

Recommend, implement, and administer policies and procedures.

Direct and oversee the development of the section work plans; assign work activities, projects and programs; monitor work flow; review and evaluate work products, methods and procedures.

Provide or coordinate staff training; work with employees to correct deficiencies.

Analyze and resolve policy and procedural problems; advise staff, the public and other parties concerned on policies, rules and regulations; investigate complaints and recommend or institute corrective action.

Review and analyze current information regarding office procedures, office and computer equipment and assigned responsibility area; prepare and revise policies and procedures.

Conduct studies, compile, and analyze information and prepare oral and written reports on findings.

Assist in the development and maintenance of automated information systems; assure backup of data; document procedures; identify and resolve system problems; coordinate hardware and software maintenance; program and prepare system reports to ensure efficient use of system.

Research and make recommendations on acquisition of equipment; negotiate contracts with a variety of vendors and service providers.

Review personnel, payroll, purchasing and accounting documents.

Serve as liaison between the manager, the public and other agencies.

Assist in the development of the budget; monitor budget throughout the year; assist in identifying, preparing, and processing budget modifications; prepare reports; coordinate the accounts receivable and accounts payable functions.

Coordinate fiscal activities including accounts payable, accounts receivable, and payroll activities; identify midyear adjustments.

Prepare contracts in accordance with division, department, and County requirements; implement and maintain contract tracking system; process contracts and respond to requests for information about contracts and their status.

Assign, supervise, and evaluate the work of assigned staff; participate in the selection of staff; provide or coordinate staff training; work with employees to correct deficiencies; recommend discipline procedures.

Perform related duties as assigned.

QUALIFICATIONS

Knowledge of:

Pertinent federal, state, and local laws, codes, and regulations.

Principles and practices of organization, administration, and budget preparation and administration.

Principles, practices and procedures of assigned responsibility area.

Principles and practices of supervision, training and personnel management.

Modern office procedures, methods and computer equipment.

Principles and practices of administrative support services, including methods and techniques used in financial administration, project management, information

management, purchasing, and contracting.

Ability to:

Perform administrative and supervisory work involving the use of independent judgment and personal initiative.

Prepare and monitor a budget.

Interpret and apply federal, state and local policies, procedures, laws, and regulations.

Supervise, train and evaluate assigned staff.

Understand the organization and operation of the County and outside agencies as related to assigned responsibilities.

Collect, compile and analyze information and data.

Make sound decisions based on research and analysis.

Develop, administer and evaluate office processes and procedures.

Respond to requests and inquiries from employees and the public, including handling difficult or irate people.

Communicate clearly and concisely, both orally and in writing.

Work tactfully and courteously with those contacted in the course of work.

Meet the public and represent the County in a professional manner.

Analyze, evaluate, and modify operating methods and procedures.

Experience and Training Guidelines:

Any combination of experiences and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Three years of responsible administrative support/supervisory experience, one year of lead or administrative experience preferred.

AND

Training:

Equivalent to a bachelor's degree from an accredited college with major course work in business administration, or a related field.

✓
PLEASE PRINT LEGIBLY!

MEETING DATE 8/4

NAME

Berit Stevenson - Metro

ADDRESS

600 NE Grand Ave

STREET

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-2

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

MEETING DATE: AUG 04 1994

AGENDA NO: R-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Notice of Intent to Apply to the State of Oregon for an RV Planning Grant

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: July 28, 1994

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Svcs. DIVISION: Metro Regional Parks & Greenspaces

CONTACT: Nancy Chase TELEPHONE #: 797-1845
BLDG/ROOM #: 128/Metro

PERSON(S) MAKING PRESENTATION: Nancy Chase

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Request to apply for a \$30,000 opportunity grant for RV Park Planning for the proposed Expo and Blue Lake RV sites. The grant is available through Oregon Parks and Recreation Dept. Matching funds are available in the '94/95 Metro budget.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: CC. Betsy Wellia

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

AGEN. PL

METRO.AGEN

BOARD OF COUNTY COMMISSIONERS
MULTI-COUNTY
OREGON
JUL 26 PM 2:30

**METRO**

Date: July 18, 1994
To: Multnomah County Board of Commissioners
From: Nancy Chase, Metro Regional Parks and Greenspaces *MC*
Re: Notice of Intent to apply

Metro Regional Parks and Greenspaces is requesting that Multnomah County sponsor a grant application to the State of Oregon for \$30,000. If granted, money would be used for the final planning phase of the Blue Lake and Expo R.V. sites.

For more detailed information see the attached sheet.

Blue Lake Park and Expo are County owned properties that are currently being managed by Metro. The County is eligible to apply for the state grant monies. This is a one time grant. Matching funds for the grant are available in the FY 94 - 95 Metro budget. Metro personnel will be responsible for the grant application process and it's administration if the grant is approved.

If approved, grant monies are available in the fall of 94. The grant application is due the end of July 94.

cc: Betsy Williams
Charles Ciecko
Berit Stevenson

appgrt.mem

GRANT APPLICATION
County Opportunity Grant Program

Project Name: RV Parks - Blue Lake & Expo	County Sponsor: Multnomah		
Contact Person Name: Berit Stevenson, Metro			
Address: 600 NE Grand Avenue Portland, OR 97232			
Telephone Number: (503) 797-1722			
Acquisition _____	Development _____	Rehabilitation _____	Planning <u> X </u>
Brief Description of Work: Final planning phase for RV Park projects at the Portland Exposition Center and Blue Lake Park. Multnomah County and Metro are cooperating on these projects.			

Work Elements	\$
Feasibility/Market Study, including preliminary site design	55,000.
Environmental Assessment	8,000.
Geotechnical Analysis	9,000.
Preliminary Engineering - Water Quality Requirements	26,000.
Project Management - Metro	20,000.
TOTAL COSTS	\$ 118,000.

Source of Funds	\$
Opportunity Grant Program	30,000.
Local Budget (Cash purchases, contracts, etc)	88,000.
Local Force Account (agency forces, equipment)	
Other Sources or Revenue Sharing (Identify Source)	
Donations (Identify Source)	
Other	
TOTAL COSTS	118,000.

CONTINUED ON NEXT PAGE

County Opportunity Grant Application
Page 2

As an authorized representative of the County, I certify that the applicant agrees that as a condition of receiving County Opportunity Grant Program assistance, it will comply with all applicable local, state and federal laws relating to Civil Rights. These laws include but are not limited to: (a) Title VI of Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; (d) the Americans with Disabilities Act of 1990, which prohibits discrimination based on disability - both in the private and public sector; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant.

Betsy William
Signature of Authorized Official

7/19/94
Date

MEETING DATE: AUG 04 1994

AGENDA NO: R-3

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Notice of Intent to Apply for Federal HUD Supportive Housing Program Grant

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: August 4, 1994

Amount of Time Needed: 10 Minutes

DEPARTMENT: _____ **DIVISION:** Community & Family Services Division

CONTACT: Barbara Hershey **TELEPHONE #:** x6323
BLDG/ROOM #: 160/6th floor

PERSON(S) MAKING PRESENTATION: Bill Thomas, Barbara Hershey and/or Howard Klink

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Application for a three year grant from HUD Supportive Housing Program. The goal of this \$1,000,000 grant is to expand the opportunities for supportive services and rental of transitional housing units which could become permanent housing for homeless families.

BOARD OF
COUNTY COMMISSIONERS
1994 JUL 26 PM 2:31
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lolenz Poe

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



RECEIVED JUL 19 1994

MULTNOMAH COUNTY OREGON

COMMUNITY & FAMILY SERVICES DIVISION
COMMUNITY ACTION PROGRAM OFFICE (503) 248-5464
426 SW STARK, 6TH FLOOR
PORTLAND, OREGON 97204
FAX # (503) 248-3332

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

M E M O R A N D U M

TO: Board of County Commissioners

FROM: Bill Thomas, Manager *Bill Thomas*
Community Action Program Office

VIA: Lorenzo Poe, Director *Lorenzo Poe*
Community and Family Services Division

DATE: July 18, 1994

SUBJECT: Notice of Intent to Apply for federal HUD Supportive Housing Program

- I. **Recommendation/Action Requested:** The Community and Family Services Division, Community Action Program Office, recommends that the Board of Commissioners approve the Notice of Intent to apply for a federal Supportive Housing Program grant under the McKinney Act. The program is funded by the U.S. Department of Housing and Urban Development (HUD). The grant period is for three years beginning at execution of contract. The grant, if awarded, may be renewable. Attached to this memorandum is a copy of the Notification of Funding Availability for Homeless Assistance published on May 10, 1994.
- II. **Background Analysis:** The goal of the application is to expand the opportunities for supportive services and rental of transitional housing units which could become permanent housing units for homeless families. A coordinated approach to services and housing for homeless families in our communities requires an intake/emergency shelter arrangement, transitional housing and access to permanent housing with supportive services. The North and Northeast community service centers, St. Johns YWCA and Albina Ministerial Alliance have identified a critical need for transitional housing units which could convert to permanent housing when the family is involved successfully in the community.
- III. **Financial Impact:** The application will be for approximately \$1,000,000 for an initial

three year grant providing rent for transitional housing units and expenses for supportive services guided by the self-determination of the family.

IV. Legal Issues: None known

V. Controversial Issues: None known

VI. Link to Current County Policies: The application is consistent with the current Comprehensive Housing Affordability Strategy. The needs assessment for families with housing states, "Affordable, permanent housing is a primary need for many families." Support services are needed to attain and sustain permanent housing.

VII. Citizen Participation: Program oversight is through the Community Action Commission which has citizen representation.

VIII. Other Government Participation: This grant will target two geographic areas of Multnomah County with high levels of poverty: North (St. John's YWCA) and Northeast (Albina Ministerial Alliance). These agencies will provide the supportive services to families participating this initiative.

Estimated Filing Timeline: Grant proposals must be received by HUD, Office of Special Needs Assistance Programs in Washington D.C. by 6:00 PM EST on August 5, 1994.

RECEIVED JUL 19 1994

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Office of the Assistant Secretary for
Community Planning and Development

May 10, 1994

**Notice of Funding Availability for
Homeless Assistance**

Supportive Housing Program (SHP)

Shelter Plus Care (S+C)

**Sec 8 Moderate Rehabilitation Single Room Occupancy
Program for Homeless Individuals (SRO)**

AGENCY: Office of the Assistant Secretary for Community Planning and Development, HUD.

ACTION: Notice of funding availability (NOFA).

SUMMARY: This Notice announces the availability of approximately \$545 million for applications for assistance designed to help communities move toward continuum of care systems to assist homeless persons. These funds are available under three programs to fill gaps within the context of developing seamless systems for combating homelessness. The three programs are: (1) Supportive Housing; (2) Shelter Plus Care; and (3) Section 8 Moderate Rehabilitation for Single Room Occupancy Dwellings for Homeless Individuals. Funds will be awarded competitively. This notice of funding availability (NOFA) contains information concerning the continuum of care approach, eligible applicants, eligible activities, application requirements, and application processing.

DATES: An original completed application for the applicable program must be received by 6:00 p.m. Eastern Time on the applicable date shown in the chart below, following ADDRESSES. The application must be received in the office of Special Needs Assistance Programs in Washington. Applications may not be sent by facsimile (FAX). These deadlines are firm as to date and hour. In the interest of fairness to all competing applicants, the Department will treat as ineligible for consideration any application that is received after the applicable deadline.

ADDRESSES: FOR A COPY OF APPLICATION PACKAGES CONTACT: Please contact a HUD Field Office listed in the appendix to this NOFA. An original completed application must be submitted to the following address: Department of Housing and Urban Development, Office of Special Needs Assistance Programs, 451 Seventh Street, S.W., Room 7262, Washington, D.C. 20410, Attention: Homeless Assistance Funding. Two copies of the application, as indicated in the chart below, must also be sent to the HUD Field Office serving the area in which the applicant's project is located. A list of Field Offices appears in the appendix to this NOFA. Field Office copies must be received by the application deadline as well, but a determination that an application was received on time will be made solely on receipt of the application at the Office of Special Needs Assistance Programs in Washington.

(b) Funding Availability.

Approximately \$545 million is available under this NOFA. This amount consists of \$290 million appropriated for the Supportive Housing program, \$115 million appropriated for the Shelter Plus Care program, and \$140 million appropriated for the Section 8 Moderate Rehabilitation Program for Single Room Occupancy Dwellings for Homeless Individuals. All of these funds were appropriated by the Departments of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1994 (approved October 28, 1993, Pub.L. 103-124) (94 App. Act). Any unobligated funds from previous competitions or additional funds that may become available as a result of deobligations or recaptures from previous awards may also be used to fund applications for the same program submitted in response to this NOFA. HUD reserves the right to fund less than the full amount requested in any application.

(c) Purpose.

The purpose of this NOFA is to fund projects and activities which will fill gaps within the context of moving toward seamless continuum of care systems to assist homeless persons and prevent homelessness. A continuum of care system consists of three fundamental components:

(1) First, there must be an outreach/emergency shelter/assessment effort which provides immediate shelter and can identify an individual's or family's needs.

(2) The second component offers transitional housing and necessary social services. Such services include substance abuse treatment, short-term mental health services, independent living skills, day care, job training, etc. for those who need them to transition from homelessness to the highest level of independent living that the individual or family is capable of achieving.

(3) The third and final component, and one which every homeless individual and family needs, is permanent housing or permanent supportive housing arrangements.

While not all homeless individuals and families in a community will need to access all three components, unless all three components are coordinated within a community, none will be successful. A strong homeless prevention strategy is also key to the success of the continuum of care.

(d) Background.

The Department recognizes that the separate appropriations and differing statutory requirements of the three programs covered by this NOFA are barriers to creating continuum of care systems that are truly responsive to community needs. The Department is pursuing legislative changes necessary to provide localities and providers with the flexibility they need to create comprehensive systems that completely address the many dimensions of the problem in a coordinated fashion. And, under this NOFA, the Department will move in that direction by using its funding resources to help increase the level of coordination among nonprofit organizations, government agencies and other entities that is necessary to develop systematic approaches for successfully addressing homelessness.

To further the purpose of this NOFA, heavy emphasis is placed upon coordination in the application selection criteria. In preparing its application, the applicant should, to the extent possible, coordinate its efforts with other providers of services and housing to homeless persons, such as nonprofit organizations, government agencies, and housing developers, and consult with homeless or formerly homeless persons. At a minimum, applicants need to be familiar with currently available services and housing for homeless families and individuals in their communities, including services and housing

ELEMENT	SUPPORTIVE HOUSING	SHELTER PLUS CARE	SECTION 8 SRO
AUTHORIZING LEGISLATION	Subtitle C of Title IV of the Stewart B. McKinney Homeless Assistance Act, as amended	Subtitle F of Title IV of the Stewart B. McKinney Homeless Assistance Act, as amended	Section 441 of the Stewart B. McKinney Homeless Assistance Act, as amended
IMPLEMENTING REGULATIONS	24 CFR part 583, as amended May 10, 1994	24 CFR part 582, as amended May 10, 1994	24 CFR part 882, subpart H, as amended May 10, 1994
ELIGIBLE APPLICANT(S)	<ul style="list-style-type: none"> • States • Units of general local government • Public housing agencies (PHAs) • Tribes • Private nonprofit organizations • CMHCs that are public nonprofit organizations 	<ul style="list-style-type: none"> • States • Units of general local government • Tribes • PHAs 	<ul style="list-style-type: none"> • PHAs • Private nonprofit organizations
COMPONENTS	<ul style="list-style-type: none"> • Transitional housing • Permanent housing for disabled persons • Innovative supportive housing • Supportive services not in conjunction with supportive housing • Rural Homelessness Initiatives • Safe Havens 	<ul style="list-style-type: none"> • Tenant-based • Sponsor-based • Project-based • SRO-based 	<ul style="list-style-type: none"> • SRO housing
ELIGIBLE ACTIVITIES *	<ul style="list-style-type: none"> • Acquisition • Rehabilitation • New construction • Leasing • Operating costs • Supportive services 	<ul style="list-style-type: none"> • Rental assistance 	<ul style="list-style-type: none"> • Rental Assistance
ELIGIBLE POPULATIONS *	<ul style="list-style-type: none"> • Homeless persons 	<ul style="list-style-type: none"> • Homeless disabled individuals • Homeless disabled individuals and their families 	<ul style="list-style-type: none"> • Homeless individuals • Section 8 eligible current occupants
POPULATIONS GIVEN SPECIAL CONSIDERATION	<ul style="list-style-type: none"> • Homeless persons with disabilities • Homeless families with children 	Homeless persons who: <ul style="list-style-type: none"> • are seriously mentally ill • have chronic problems with alcohol and/or drugs • have AIDS and related diseases 	N/A
INITIAL TERM OF ASSISTANCE	3 years	5 years: TRA, SRA, and PRA if no rehab 10 years: SRO and PRA if rehab	10 years

* Additional activities and persons are eligible under the Rural Homeless Initiatives projects, as described in section I.(g) below.

(g) Program Allocations.

(1) Supportive Housing Program Allocations. A total of \$334 million was appropriated for Fiscal Year 1994 for the Supportive Housing Program. However, approximately \$44 million is expected to be awarded to those current grantees who have been notified that they qualify for renewal grants in 1994. The balance of approximately \$290 million is available for competitive grants under this NOFA, and the Department expects to award SHP grants generally ranging in size up to \$2,000,000, with the average grant amount for supportive services being approximately \$1,000,000. Rural homelessness initiative projects, safe havens, and minimum percentage allocations for SHP funds are described below.

only activities that are normally eligible under the Supportive Housing Program may either apply for assistance under the \$20 million rural homelessness initiatives category or compete with all other SHP applicants for the balance of the available SHP funds (approximately \$270 million).

Safe havens. In accordance with the 94 App. Act, up to \$50 million of the Supportive Housing Program appropriation is available for safe havens projects. Although safe havens projects would have been eligible in the past for Supportive Housing Program grants, these projects would not have been competitive under the "Quality of Project Plan" rating criteria. It has become clear that safe havens can play an important role in a continuum of care system, particularly with respect to the hard-to-serve homeless population. To ensure that safe havens projects are competitive this year, application selection criteria have been modified to reflect the special characteristics of safe havens.

Safe havens, as that term is used in this NOFA, is a form of supportive housing designed specifically to provide a safe residence for homeless persons with serious mental illness who are currently residing primarily in public or private places not designed for, or ordinarily used as, a regular sleeping accommodation for human beings, and who have been unwilling or unable to participate in mental health or substance abuse treatment programs or to receive other supportive services.

For many persons with mental illness who have been living on the street, the transition to permanent housing is best made in stages, starting with a small, highly supportive environment where an individual can feel at ease, out of danger, and subject to relatively few immediate service demands. Traditional supportive housing settings often assume a readiness by the clientele to accept a degree of structure and service participation that would overwhelm and defeat a person with mental illness who has come fresh from the street.

Safe havens are designed to provide persons with serious mental illness who have been living on the streets with a secure, non-threatening, non-institutional, supportive environment. These facilities can serve as a "portal of entry" to the service system and provide access to basic services such as food, clothing, bathing facilities, telephones, storage space, and a mailing address.

Safe havens do not require participation in services and referrals as a condition of occupancy. Rather, it is hoped that after a period of stabilization in a safe haven, residents will be more willing to participate in services and referrals, and will eventually be ready to move to a more traditional form of housing.

Specifically, the term "safe haven" means a structure or a clearly identifiable portion of a structure: (1) that proposes to serve hard-to-reach homeless persons with severe mental illness; (2) that provides 24-hour residence for eligible persons who may reside for an unspecified duration; (3) that provides private or semi-private accommodations; (4) that may provide for the common use of kitchen facilities, dining rooms, and bathrooms; and, (5) in which overnight occupancy is limited to no more than 25 persons. A "safe haven" may also provide supportive services to eligible persons who are not residents on a drop-in basis. To be considered for funding under the Safe Havens component of the Supportive Housing Program, a proposed project must be consistent with the five features listed above.

All rules applicable to the Supportive Housing Program, as described at 24 CFR part 583, apply to safe havens.

- Applicants that are private nonprofit organizations must subcontract with a Public Housing Authority to administer the SRO assistance; and

- Under section 441(e) of the McKinney Act and 24 CFR 882.805(g)(1), HUD publishes the SRO per unit rehabilitation cost limit each year to take into account changes in construction costs. For purposes of Fiscal Year 1994 funding, the cost limitation is raised from \$15,700 to \$15,900 per unit to take into account increases in construction costs during the past 12-month period.

II. Application Requirements

An application for Supportive Housing, Shelter Plus Care, or Section 8 SRO assistance consists of narrative, numerical, and financial information. The application requires a description of: the need for assistance; coordination by the applicant in planning the proposed project, including how the proposed project will help the community move toward a continuum of care system by filling a gap in the community's response to homelessness; the proposed project, including the plan for housing and services to be provided to participants; resources expected for the project and the amount of assistance requested; the experience of all organizations who will be involved in the project; and the sources and number of proposed participants. An application also contains certifications that the applicant will comply with fair housing and civil rights requirements, program regulations, and other Federal requirements, and (in most cases) that the proposed activities are consistent with the HUD-approved Comprehensive Housing Affordability Strategy of the applicable State or unit of general local government.

The specific application requirements will be specified in the application package for each program. This package includes all required forms and certifications, and may be obtained from a HUD Field Office listed in the appendix to this NOFA.

Care should be taken in the selection of projects and in the preparation of applications to ensure that environmental and historic preservation impediments do not cause an application to be denied or approval severely delayed. In general, any application HUD receives from a state or local government will require that the environmental assessment be prepared by the local or state government before the grant application can be approved. The environmental assessments for non-governmental applicants will be conducted by HUD. Questions about which environmental and historic preservation laws may apply should be addressed to the HUD Field Office.

III. Application Selection Process

The Department will use the following review, rating, and conditional selection process for each of the four competitions (S+C, SRO, SHP, and SHP Rural Initiative) to be conducted under this NOFA:

(a) Review.

Applications will be reviewed to ensure that they meet the following requirements:

(1) Applicant eligibility. The applicant and project sponsor, if relevant, must be eligible to apply for the specific program.

(2) Eligible population to be served. The population to be served must meet the eligibility requirements of the specific program.

(2) Capacity. HUD will award up to 15 points based on extent to which all the organizations involved in the project demonstrate:

- Timeliness in the speed with which the project will become operational, taking into account differences in the types of projects proposed for funding.
- Experience in carrying out similar activities to those proposed either as an ongoing provider of housing and/or services to homeless people, or as an ongoing provider of housing and/or services who is in some way tangibly connected to an ongoing homeless delivery system.
- As applicable, the rating under this criterion will also consider prior performance with any HUD McKinney Act grants or other HUD-administered programs, including any serious, outstanding audit or monitoring findings that directly affect the proposed project.

(3) Quality of project. HUD will award up to 15 points based on the extent to which the applicant demonstrates:

- Homeless individuals and/or families will obtain and/or remain in permanent housing.
- Homeless individuals and/or families will increase skills and/or income.
- Homeless individuals and/or families will achieve greater self-determination including being involved in project decision-making and operation.
- The appropriateness of the proposed housing and supportive services given the needs of the population proposed to be served.
- For the permanent housing projects, integration of homeless individuals and/or families into the surrounding community.
- For transitional housing projects, how persons completing a transitional housing program will be assisted in locating and remaining in permanent affordable housing and how the applicant will assure that necessary follow-up services will be provided to such persons.
- For projects serving families, the project serves the family together, and works to strengthen the family structure. Projects that mix families with singles populations in the same structure will be viewed unfavorably.
- For Safe Haven projects, in place of the above factors, up to 15 points will be awarded based on the extent to which the applicant demonstrates how the project will link persons to other housing and supportive services after stabilization in a safe haven, the availability of basic services in the safe haven, and how the security of participants will be assured by the applicant.

(4) Targeting. HUD will award up to 10 points based on the percentage of persons to be served by the project who are sleeping in emergency shelters (including hotels or motels used as shelter for homeless families), other facilities for homeless persons, or places not meant for human habitation,

- Need for the type of project proposed in the area to be served, and that the proposed project will be coordinated with other service and housing providers in the community, and will effectively and appropriately fill a gap in the community's response to homelessness.
- Participation in a community process which is moving toward a continuum of care strategy, which could include nonprofit organizations, State and local governmental agencies, other homeless providers, housing developers and service providers, private foundations, local businesses and the investment banking community, neighborhood groups, and homeless or formerly homeless persons.
- Coordination with other applicants, if any, applying for assistance under this NOFA for projects in the same local jurisdiction. (If more than one organization within a local jurisdiction is submitting an application under this NOFA, the same description of the coordination process may be submitted by these organizations. HUD is encouraging coordination and expects such collaboration among providers.)
- Quality of planning, including how the project uses or will use mainstream services, such as income supports, mental health services, and substance abuse treatment, and how the project uses or will use mainstream housing programs, such as Section 8 rental assistance, HOME, and State programs, and other permanent housing resources to complete the continuum of care. The scale of the project will also be considered, with plans to concentrate large numbers of homeless persons at one location viewed unfavorably.

(h) Clarification of application information.

In accordance with the provisions of 24 CFR part 4, subpart B, HUD may contact an applicant to seek clarification of an item in the application, or to request additional or missing information, but the clarification or the request for additional or missing information shall not relate to items that would improve the substantive quality of the application pertinent to the funding decision.

(i) Technical Assistance.

Prior to the application deadline, HUD field office staff will be available to provide advice and guidance to potential applicants on application requirements and program policies. Following conditional selection, HUD field office staff will be available to assist in clarifying or confirming information that is a prerequisite to the offer of a grant agreement by HUD. However, between the application deadline and the announcement of conditional selections, HUD will accept no information that would improve the substantive quality of the application pertinent to the funding decision.

IV. Grant Award Process

HUD will notify conditionally selected applicants in writing. As necessary, HUD will subsequently request them to submit additional project information, which may include documentation to show the project is feasible; documentation of firm commitments for cash match; documentation showing site control; information necessary for HUD to perform an environmental review, where applicable; and such other documentation as specified by HUD in writing to the applicant, that confirms or clarifies information provided in the application. Applicants will also be notified of the date of the two month

an opportunity to purchase the properties at a 30 percent discount off the sale price. The Department is offering a special incentive for the purchase of HUD properties located in zip code areas designated by HUD as "revitalization" areas. There are 70 such zip code areas and more than 1800 HUD-owned properties are currently leased in such areas. HUD Field Offices can assist in identifying these zip code areas.

Properties located outside these areas can be sold at the standard 10 percent discount generally offered to nonprofit organizations and government agencies. However, if five or more properties located outside of revitalization areas are purchased at the same time, a 15 percent discount will be applied. The sales price, to which any discount would be applied, is the current fair market value or the value established at the time of the lease, whichever is less, provided that the lessee agrees to use the property either to house homeless persons for 10 years or to resell only to a lower income buyer.

The incentives described above should be especially attractive for organizations currently operating transitional housing for homeless persons in leased HUD-owned properties. They will have the opportunity to purchase at a discount up to 30 percent, properties for which they had a maximum five-year lease, thus sparing the necessity to either move their projects or close down completely. Current lessees who have been operating satisfactory transitional housing and who purchase properties will also have a competitive advantage under the rating criterion, "Capacity", since they may claim previous experience with HUD homeless programs.

VII. Employment opportunities for homeless persons.

A key goal of the continuum of care approach is to assist homeless persons achieve independent living whenever possible. Each of the three programs under this NOFA has as a goal increasing the skill level and/or income of program participants. Employment opportunities not only help achieve these goals but are also important in rebuilding self-esteem.

The McKinney Act recognizes the importance of employment opportunities in requiring that, to the maximum extent practicable, recipients involve homeless persons through employment, volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating the project and in providing supportive services. Under the Supportive Housing Program, employment assistance activities are eligible, and grant recipients can use these funds for such activities as job training, wages, and educational awards for homeless persons. While Shelter Plus Care Program and SRO Program funds may only be used for rental assistance, employment assistance activities paid from other sources count towards the match requirement of the Shelter Plus Care Program and can also count for purposes of the "leveraging" rating criterion.

Inclusion in the application of employment assistance activities for homeless persons may improve the rating score under the "Quality of Project" criterion, making the application more competitive.

VIII. Other Matters

Prohibition Against Lobbying Activities

The use of funds awarded under this NOFA is subject to the disclosure requirements and prohibitions of Section 319 of the Department of Interior and Related Agencies Appropriations Act for Fiscal Year 1990 (31 U.S.C. 1352) (the "Byrd Amendment") and the implementing regulations at 24 CFR part 87. These authorities prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the Executive or Legislative branches of

Disclosures HUD will make available to the public for five years all applicant disclosure reports (HUD Form 2880) submitted in connection with this NOFA. Update reports (also Form 2880) will be made available along with the applicant disclosure reports, but in no case for a period less than three years. All reports -- both applicant disclosures and updates -- will be made available in accordance with the Freedom of Information Act (5 U.S.C. 552) and HUD's implementing regulations at 24 CFR part 15. (See 24 CFR subpart C, and the notice published in the FEDERAL REGISTER on January 16, 1992 (57 FR 1942), for further information on these disclosure requirements.)

Section 103 HUD Reform Act

HUD's regulation implementing section 103 of the Department of Housing and Urban Development Reform Act of 1989 was published May 13, 1991 (56 FR 22088) and became effective on June 12, 1991. That regulation, codified as 24 CFR Part 4, applies to the funding competition announced today. The requirements of the rule continue to apply until the announcement of the selection of successful applicants. HUD employees involved in the review of applications and in the making of funding decisions are limited by Part 4 from providing advance information to any person (other than an authorized employee of HUD) concerning funding decisions, or from otherwise giving any applicant an unfair competitive advantage. Persons who apply for assistance in this competition should confine their inquiries to the subject areas permitted under 24 CFR Part 4.

Applicants who have questions should contact the HUD Office of Ethics (202) 708-3815 (TDD/Voice). (This is not a toll-free number.) The Office of Ethics can provide information of a general nature to HUD employees, as well. However, a HUD employee who has specific program questions, such as whether particular subject matter can be discussed with persons outside the Department, should contact his or her Regional or Field Office Counsel, or Headquarters counsel for the program to which the question pertains.

Section 112 HUD Reform Act. Section 13 of the Department of Housing and Urban Development Act contains two provisions dealing with efforts to influence HUD's decisions with respect to financial assistance. The first imposes disclosure requirements on those who are typically involved in these efforts - those who pay others to influence the award of assistance or the taking of a management action by the Department and those who are paid to provide the influence. The second restricts the payment of fees to those who are paid to influence the award of HUD assistance, if the fees are tied to the number of housing units received or are based on the amount of assistance received, or if they are contingent upon the receipt of assistance.

Section 13 was implemented by final rule published in the Federal Register on May 17, 1991 (56 FR 22912) as 24 CFR part 86. If readers are involved in any efforts to influence the Department in these ways, they are urged to read the final rule, particularly the examples contained in Appendix A of the rule.

Authority: 42 U.S.C. 11403 note; 42 U.S.C. 11389; 42 U.S.C. 1437a, 1437c, and 1437f; 42 U.S.C. 3535(d); 24 CFR parts 582, 583, and 882.

MASSACHUSETTS Robert Paquin, Thomas P. O'Neill, Jr., Fed. Bldg., 10 Causeway St., Boston, MA 02222-1092; (617) 565-5343; TDD (617) 565-5453.

MICHIGAN Richard Wears, Patrick McNamara Bldg., 477 Michigan Ave., Detroit, MI 48226-2592; (313) 226-7186; TDD * via 1-800-877-8339.

MINNESOTA Shawn Huckleby, 220 2nd St. South, Minneapolis, MN 55401-2195; (612) 370-3019; TDD (612) 370-3186.

MISSISSIPPI Jeanie E. Smith, Dr. A. H. McCoy Fed. Bldg., 100 W. Capitol St., Room 910, Jackson, MS 39269-1096; (601) 965-4765; TDD (601) 965-4171.

MISSOURI (Eastern) David H. Long, 1222 Spruce St., St. Louis, MO 63103-2836; (314) 539-6524; TDD (314) 539-6331.
(Western) Miguel Madrigal, Gateway Towers 2, 400 State Ave., Kansas City, KS 66101-2406; (913) 551-5485; TDD (913) 551-6972.

MONTANA Sharon Jewell, First Interstate Tower North, 633 17th St., Denver, CO 80202-3607; (303) 672-5414; TDD (303) 672-5248.

NEBRASKA Gregory A. Bevirt, Executive Tower Centre, 10909 Mill Valley Road, Omaha, NE 68154-3955; (402) 492-3144; TDD (402) 492-3183.

NEVADA (Las Vegas, Clark Cnty) Diane LeVan, 400 N. 5th St., Suite 1600, 2 Arizona Center, Phoenix, AZ 85004; (602) 379-4754; TDD (602) 379-4461.
(Remainder of State) Gordon H. McKay, 450 Golden Gate Ave., P.O. Box 36003, San Francisco, CA 94102-3448; (415) 556-5576; TDD (415) 556-8357.

NEW HAMPSHIRE David Lafond, Norris Cotton Fed. Bldg., 275 Chestnut St., Manchester, NH 03101-2487; (603) 666-7640; TDD (603) 666-7518.

NEW JERSEY Frank Sagarese, 1 Newark Center, Newark, NJ 07102; (201) 622-7900 x3300; TDD (201) 645-3298.

NEW MEXICO R. D. Smith, 1600 Throckmorton, P.O. Box 2905, Fort Worth, TX 76113-2905; (817) 885-5483; TDD (817) 885-5447.

NEW YORK (Upstate) Michael F. Merrill, Lafayette Ct., 465 Main St., Buffalo, NY 14203-1780; (716) 846-5768; TDD * via 1-800-877-8339.
(Downstate) Joan Dabelko, 26 Federal Plaza, New York, NY 10278-0068; (212) 264-2885; TDD (212) 264-0927.

NORTH CAROLINA Charles T. Ferebee, Koger Building, 2306 West Meadowview Road, Greensboro, NC 27407; (910) 547-4006; TDD (910) 547-4055.

NORTH DAKOTA Sharon Jewell, First Interstate Tower North, 633 17th St., Denver, CO 80202-3607; (303) 672-5414; TDD (303) 672-5248.

OHIO Jack E. Riordan, 200 North High St., Columbus, OH 43215-2499; (614) 469-6743; TDD (614) 469-6694.

OKLAHOMA Katie Worsham, Murrah Fed. Bldg., 200 NW 5th St., Oklahoma City, OK 73102-3202; (405) 231-4973; TDD (405) 231-4181.

OREGON John G. Bonham, 520 SW 6th Ave., Portland, OR 97204-1596 (503) 326-7018; TDD * via 1-800-877-8339.

PENNSYLVANIA (Western) Bruce Crawford, Old Post Office and Courthouse Bldg., 700 Grant St., Pittsburgh, PA 15219-1906; (412) 644-5493; TDD (412) 644-5747.
(Eastern) John Kane, Liberty Sq. Bldg., 105 S. 7th St., Philadelphia, PA 19106-3392; (215) 597-2665; TDD (215) 597-5564.

PUERTO RICO
(and Caribbean) Carmen R. Cabrera, 159 Carlos Chardon Ave., San Juan, PR 00918-1804; (809) 766-5576; TDD (809) 766-5909.

RHODE ISLAND Robert Paquin, Thomas P. O'Neill, Jr., Fed. Bldg., 10 Causeway St., Boston, MA 02222-1092; (617) 565-5343; TDD (617) 565-5453.

MEETING DATE: AUG 04 1994

AGENDA NO: L-4

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Resolution declaring support for General Obligation Bonds for S/N MAX

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: August 4, 1994

Amount of Time Needed: 10 min.

DEPARTMENT: DES **DIVISION:** Transportation

CONTACT: Tanya Collier **TELEPHONE #:** 248-5217

BLDG/ROOM #: 106/1500

PERSON(S) MAKING PRESENTATION: Commissioner Tanya Collier

ACTION REQUESTED:

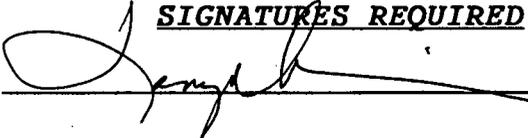
INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

In the matter of declaring support for Tri-Met referral of General Obligation Bonds for South/North MAX as the first part of a multi-year vision to address the region's transportation needs.

BOARD OF
COUNTY COMMISSIONERS
1994 JUL 28 AM 11:52
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: 

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63 Copy sent to Tanya Collier & Kathy Balle on 8-8-94
6193

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of Declaring Support for Tri-Met Referral)
of General obligation Bonds for South/North MAX as)
the first part of a multi-year vision to address the region's)
transportation needs.)

RESOLUTION

94-140

WHEREAS, the Metropolitan region, in order to reduce congestion, maintain livability, improve air quality, and preserve our investment in the existing road system and the Willamette River Bridges has adopted a comprehensive approach to address transportation needs; and

WHEREAS, the region supports a multi-year vision to address mobility with a balanced, least cost transportation system that preserves and improves ports, roads, bridges and transit; and

WHEREAS, expansion of the MAX system is an essential component of an integrated transit, road and bridge system that will help manage traffic growth and congestion, improve air quality and save on future road and bridge costs; and

WHEREAS, a commitment of local funding for South/North MAX is required now as Congress begins the process of selecting light rail projects it will fund at 50% or greater; and

WHEREAS, the State of Oregon and the State of Washington will share in the cost of the South/North MAX construction; and

WHEREAS, the region's transportation policy body, the Joint Policy Advisory Committee on Transportation has requested Tri-Met to seek voter approval of a \$475 million general obligation bond to fund South/North MAX as part of a multi-year transportation improvement strategy; and

THEREFORE IT IS RESOLVED that the Multnomah County Board of Commissioners support a multi-year vision of a regional transportation strategy that preserves our investment and addresses mobility on arterials, bikeways, pedestrian/transit routes, the Willamette River Bridges, and the MAX light rail system; and

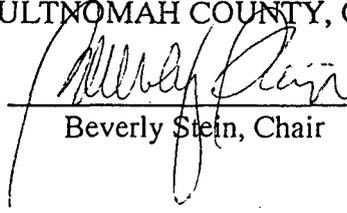
IT IS FURTHER RESOLVED that the Multnomah County Board of Commissioners recommends that the Board of Directors of Tri-Met seek voter approval for a general obligation bond of \$475 million for the construction of the South/North MAX light rail project on the November 1994 ballot as the first step in addressing our regional transportation needs.

APPROVED this 4th day of August, 1994.



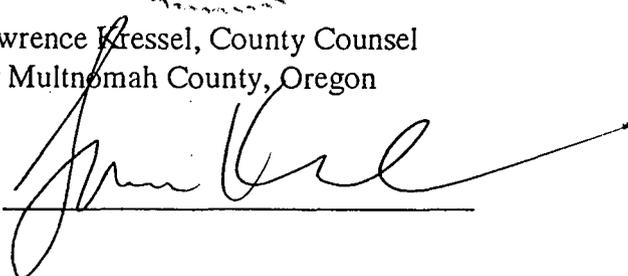
MULTNOMAH COUNTY, OREGON

by


Beverly Stein, Chair

Lawrence Kressel, County Counsel
for Multnomah County, Oregon

by



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

In the matter of Declaring Support for)
Tri-Met Referral of General Obligation)
Bonds for South/North MAX as the first)
part of a multi-year vision to address)
the region's transportation needs.)

RESOLUTION

WHEREAS, The Metropolitan region, in order to reduce congestion, maintain livability, improve air quality, and preserve our investment in the existing road system and the Willamette River Bridges has adopted a comprehensive approach to address transportation needs; and

WHEREAS, The region supports a multi-year vision to address mobility with a balanced, least cost transportation system that preserves and improves ports, roads, bridges and transit; and

WHEREAS, Expansion of the MAX system is an essential component of an integrated transit, road and bridge system that will help manage traffic growth and congestion, improve air quality and save on future road and bridge costs; and

WHEREAS, a commitment of local funding for South/North MAX is required now as Congress begins the process of selecting light rail projects it will fund at 50% or greater; and

WHEREAS, the State of Oregon and the State of Washington will share in the cost of the South/North MAX construction; and

WHEREAS, the region's transportation policy body, the Joint Policy Advisory Committee on Transportation has requested Tri-Met to seek voter approval of a \$475 million general obligation bond to fund South/North MAX as part of a multi-year transportation improvement strategy,

THEREFORE IT IS RESOLVED that the Multnomah County Board of Commissioners supports a multi-year vision of a regional transportation strategy that preserves our investment and addresses mobility on arterials, bikeways, pedestrian/transit routes, the Willamette River Bridges, and the MAX light rail system, and

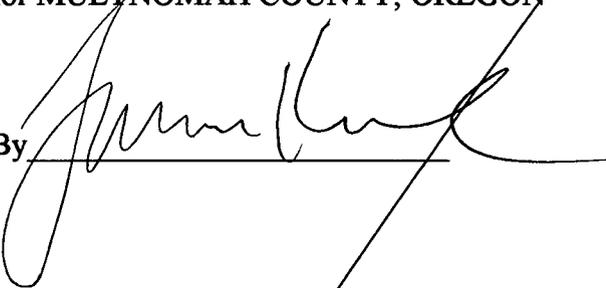
IT IS FURTHER RESOLVED that the Multnomah County Board of Commissioners recommends that the Board of Directors of the Tri-County Transportation District of Oregon seek voter approval for a general obligation bond of \$475 million for the construction of the South/North MAX light rail project on the November 1994 ballot as the first step in addressing our regional transportation needs.

APPROVED this _____ day of _____, 1994.

MULTNOMAH COUNTY, OREGON

By _____

REVIEWED:
LAWRENCE KRESSEL, COUNTY COUNSEL
for MULTNOMAH COUNTY, OREGON

By  _____