



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

AGENDA OF
MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS
FOR THE WEEK OF
May 16 - 20, 1988

Monday, May 16, 1988 - 9:00 AM - Strategic Planning Committee . Page 2
Tuesday, May 17, 1988 - 1:30 PM - Informal Meeting Page 3
Thursday, May 19, 1988 - 9:30 AM - Formal. Page 4

STRATEGIC PLANNING COMMITTEE MEETING
MULTNOMAH COUNTY COURTHOUSE - ROOM 602

Monday, May 16, 1988 - 9:00 am

AGENDA

1. Initial Strategic Planning - introduction of concept and explanation of proposed process
2. Foreclosed Property/Tax Title Unit

Tuesday, May 17, 1988 - 1:30 PM

Multnomah County Courthouse, Room 602

INFORMAL

1. Informal Review of Bids and Requests for Proposals:
 - a) Purchase & Installation of Convection Ovens for MCDC
 - b) Maintenance and Repair of Fire Alarm System/Justice Center
3. Report on drug enforcement meeting - Sheriff Fred Pearce (30 minutes) Time Certain 1:30 pm
2. Informal Review of Formal Agenda of May 19
4. Preliminary discussion of a proposal to establish a real estate title transfer fee, and to create a dedicated Homeless Housing Trust Fund - City of Portland Housing Advisory Committee members (30 minutes) (approximate time 2:15 pm)
5. Presentation of findings and consensus recommendations for dealing with tax foreclosed property - Members of Foreclosed Property Committee (30 minutes)

Thursday, May 19, 1988, 9:30 AM

Multnomah County Courthouse, Room 602

Formal Agenda

CONSENT CALENDAR

SHERIFF'S OFFICE

- A
- C-1 Liquor License applications submitted by Sheriff's Office with recommendation that same be approved as follows:
Weece's Market, 7310 SE Pleasant Home Road, Gresham (Package Store/Change of Ownership)

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-2 Orders accepting deeds for Public Road Purposes from the following:
- a) Harold and Gloria Pliska - N Main Avenue
 - b) State of Oregon Dept. of Transportation - NE Pacific Street
 - c) Shriners Hospital for Crippled Children - Vine Avenue
 - d) Shriners Hospital for Crippled Children - McCroskey Street
 - e) Shriners Hospital for Crippled Children - Cornelius Pass Road

REGULAR AGENDA

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-3 Resolution for the Purpose of Recognizing National Public Works Week, May 15-21, 1988
- R-4 In the matter of ratification of a Lease Agreement with the Housing Authority of Portland for use of a two bedroom apartment at Eastwood Court, 18206 SE Yamhill Street to provide temporary/emergency housing for qualified persons or families for period May 1, 1988 to June 30, 1989
- R-5 In the matter of ratification of a Lease Agreement with the Housing Authority of Portland for use of a two bedroom apartment at Townhouse Terrace, 3133 SE 136th Avenue to provide temporary/emergency housing for qualified persons or families for period May 1, 1988 to June 30, 1989

R-6 In the matter of ratification of a Lease Agreement with the Housing Authority of Portland for use of a two bedroom apartment at Fir Acres, 19461 SE Yamhill Street to provide temporary/emergency housing for qualified persons or families for period May 1, 1988 to June 30, 1989

DEPARTMENT OF GENERAL SERVICES

R-7 Resolution in the matter of Adoption by the Board of Commissioners of Amendments to the Dependent Care Assistance Plan for Multnomah County, Oregon

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

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

Friday, 6:00 P.M., Channel 27 for Rogers Multnomah East subscribers

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

0345C.36-40

LIQUOR LICENSES

DATE SUBMITTED _____

MAY 5 1988

(For Clerk's Use)

Meeting Date 5/19/88
Agenda No. C-1

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: LIQUOR LICENSE

*16
5160*

Informal Only* _____
(Date)

Formal Only May 19, 1988
(Date)

DEPARTMENT Sheriff's Office DIVISION _____

CONTACT Sgt. Ed Hausafus TELEPHONE 255-3600

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Sally Anderson

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

Application for a PACKAGE STORE (Change Of Ownership) license for the Weece's Market, 7310 SE Pleasant Home Road, Gresham, OR; applicants Hyun Jang Kim, Ae Ja Kim, Hong B. Kim, with recommendation for approval.

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

ACTION REQUESTED:

- INFORMATION ONLY
- PRELIMINARY APPROVAL
- POLICY DIRECTION
- APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA CONSENT AGENDA

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

General Fund

Other _____

*To Civil Process
5/25/88*

1988 MAY 10 PM 4:38
CLERK OF COUNTY
BOARD OF
COUNTY COMMISSIONERS

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Sally Anderson

BUDGET / PERSONNEL _____

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

OTHER _____
(Purchasing, Facilities Management, etc.)

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



Multnomah County Sheriff's Office

12240 N.E. GLISAN ST., PORTLAND, OREGON 97230

FRED B. PEARCE
SHERIFF

(503) 255-3600

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FRED B. PEARCE
Sheriff

A handwritten signature in cursive script that reads "Fred B. Pearce".

DATE: April 28, 1988

SUBJECT: LIQUOR LICENSE RENEWAL

Attached is the package store (change of ownership) liquor license renewal for the Weece's Market, 7310 S.E. Pleasant Home Road, Gresham, Oregon.. The applicant(s) Hyun Jang Kim, Ae Ja Kim, Hong B. Kim have no criminal record and I recommend that the application be approved.

FBP/dg/1244N

Attachment

CIVIL PROCESS UNIT
APR 26 1988
FILED

GENERAL INFORMATION 12:23

This application form costs \$5.00. A non-refundable processing fee is assessed when you submit this completed form to the Commission (except for Druggist and Health Care Facility Licenses). The filing of this application does not commit the Commission to the granting of the license for which you are applying nor does it permit you to operate the business named below.

No. 19193

(THIS SPACE IS FOR OLCC OFFICE USE)

Application is being made for:

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

APPLICATION RECEIVED
OREGON LIQUOR CONTROL COMMISSION

OTHER: Rec'd \$37.50 #1369 APR 25 1988
90-Day
Issued
M. J. Kim
LICENSE DIVISION

(THIS SPACE IS FOR CITY OR COUNTY USE)

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

THE CITY COUNCIL, COUNTY COMMISSION, OR COUNTY

COURT OF Multnomah County
(Name of City or County)

RECOMMENDS THAT THIS LICENSE BE: GRANTED XX

DATE 5/19/88 DENIED _____

BY Gladys McDay
(Signature)

TITLE County Chair

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

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

- 1) Hyun Jang Kim 2) Ae Ja Kim
- 3) Hong B. Kim 4) _____
- 5) _____ 6) _____

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

2. Present Trade Name Weece's Market

3. New Trade Name same as above Year filed 82
with Corporation Commissioner

4. Premises address 7310 S.E. Pleasant Home Rd. Gresham Multnomah OR 97080
(Number, Street, Rural Route) (City) (County) (State) (Zip)

5. Business mailing address same as above
(P.O. Box, Number, Street, Rural Route) (City) (State) (Zip)

6. Was premises previously licensed by OLCC? Yes X No _____ Year _____

7. If yes, to whom: Hyun B. Kim, Myung J. Kim Type of license: Package store

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

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

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

11. OLCC representative making investigation may contact: Hyun Jang Kim
(Name)
7310 S.E. Pleasant Home Gresham, OR 97080 663-3141
(Address) (Tel. No. — home, business, message)

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

DATE 4-22-88

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

- 1) X Hyun Jang Kim
- 2) X Ae Ja Kim
- 3) Jong Kim
- 4) _____
- 5) _____
- 6) _____

DATE SUBMITTED _____

MAY 5 1988, BD

(For Clerk's Use)
Meeting Date 5/19/88
Agenda No. C-2a

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Deed/Order for Dedicated Street Purposes

16
5/160

Informal Only* _____
(Date)

Formal Only X _____
(Date)

DEPARTMENT Environmental Services

DIVISION Transportation

CONTACT Dick Howard *DHW*

TELEPHONE 3599

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

BRIEF SUMMARY

N MAIN AVENUE/ITEM No. 88-55

Deed of Dedication from Harold and Gloria Pliska for dedicated street purposes.

Order Accepting Deed conveying property for dedicated street purposes.

ACTION REQUESTED:

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

General Fund

Other _____

88-74

1988 MAY 10 PM 4:37
CLERK OF COUNTY COMMISSIONERS
MULTI-COUNTY
OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: *Paul Yorkborough SR*

BUDGET/PERSONNEL _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) *John D. Bay*

OTHER _____
(Purchasing, Facilities Management, etc.)

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Acceptance of a Deed)
from Harold and Gloria Pliska Granting)
to Multnomah County a Perpetual Easement)
for Public Road Purposes)
_____)

ORDER ACCEPTING DEED #88-74
TO PROPERTY FOR
PUBLIC ROAD PURPOSES

N. MAIN AVENUE
Item 88, Parcel 55

It appearing to the Board at this time that, Harold and Gloria Pliska have tendered to Multnomah County an easement for construction and maintenance of a signal pole on property hereinafter described; and

It further appearing that the Director of the Department of Environmental Services has recommended that said premises be accepted;

NOW, THEREFORE, IT IS HEREBY ORDERED that the deed from Harold and Gloria Pliska, conveying an easement to Multnomah County on the following described property, situated in the County of Multnomah, State of Oregon, to-wit:

A portion of Lot 10, Block 5, REGNER'S ADDITION, a duly recorded plat in Book 400, Page 81, Plat Records of Multnomah County, Oregon, said portion lying in the northwest one-quarter of Section 10, T1S, R3E, W.M., and described as follows:

Commencing at the northeast one-quarter of said Lot 10; thence south along the east line of said Lot 10, said line being the west right-of-way line of N. Main Avenue, a distance of 11.50 feet to the true point of beginning; thence west a distance of 3.00 feet; thence south a distance of 3.00 feet; thence east a distance of 3.00 feet; thence north a distance of 3.00 feet to the true point of beginning.

Containing 9 square feet.

As shown on attached map marked Exhibit "A", hereby made a part of this document.

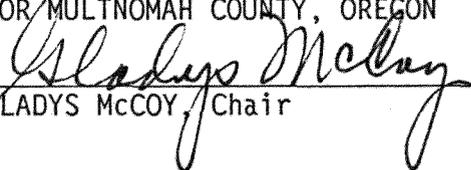
SUPPLEMENT TO
JOURNAL 160
PAGE 16

ORDER ACCEPTING DEED
N. MAIN AVENUE, Item 88, Parcel 55
Page 2

be accepted by the County and placed of record, in the County of Multnomah,
State of Oregon, for use as a public road, but that the premises not be
accepted for use as a County road at this time.

(SEAL)
May 19, 1988

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


GLADYS McCOY, Chair

APPROVED:

LARRY F. NICHOLAS, P.E.
County Engineer

By: 

APPROVED AS TO FORM:

LAURENCE KRESSEL
County Counsel

By: 

0088W/0612W

5/19/88

RECEIVED FROM JANE McGARVIN
CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

RECORDING

ENGINEERING

ZONING

ORDER ACCEPT DEED (#88-74) for PUBLIC RD FRM HAROLD & GLORIA PLISKA
N. MAIN AVENUE . ITEM NO. 88-PARCEL 55

C-2a

039531

DEED TO BE RECORDED

039532

CM Burns

BOARD OF
COUNTY COMMISSIONERS
1988 JUN -2 AM 11: 00
MULTNOMAH COUNTY
OREGON

05-26-88
2 0.001

39531
39532

* 2
85842 A

5/19/88

RECEIVED FROM

JANE MCGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

RECORDING

ENGINEERING

ZONING

ORDER ACCEPT DEED (#88-74) for PUBLIC RD FRM HAROLD & GLORIA PLISKA
N. MAIN AVENUE ITEM NO. 88-PARCEL 55

C-2a

DEED TO BE RECORDED

A handwritten signature in cursive script, appearing to read "Jane McGarvin", is written over a horizontal line.

BOARD OF
COUNTY COMMISSIONERS

1988 MAY 27 AM 11:43

MULTNOMAH COUNTY
OREGON

5/19/88

RECEIVED FROM

JANE MCGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

RECORDING

ENGINEERING

ZONING

ORDER ACCEPT DEED (#88-74) for PUBLIC RD FRM HAROLD & GLORIA PLISKA
N. MAIN AVENUE ITEM NO. 88-PARCEL 55

C-2a

DEED TO BE RECORDED



Form CC-2

PLEASE SIGN & RETURN THIS RECEIPT TO COMMISSIONERS OFFICE

BOARD OF
COUNTY COMMISSIONERS

1988 MAY 27 AM 11:45

MULTNOMAH COUNTY
OREGON

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date 5/19/88
Agenda No. C-26

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Deed/Order for Public Road Purposes

IL
5/160

Informal Only* _____
(Date)

Formal Only X _____
(Date)

DEPARTMENT Environmental Services DIVISION Transportation Division

CONTACT Dick Howard *DWH* TELEPHONE Ext. 3599

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Dick Howard

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

N. E. PACIFIC STREET/ITEM NO. 88-155/Deed and Board Order accepting deed for certain parcel of land for above referenced street, said deed from state of Oregon Dept. of Transportation for public road purposes. Director of DES recommends said deed be accepted and recorded in Multnomah County Deed Records.

88-155

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

ACTION REQUESTED:

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

-General Fund

To R/E/2
5/25/88

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1988 MAY 10 PM 4:37

Other DEED (EXHIBIT "A")/ORDER TO BE RECORDED IN MULTNOMAH COUNTY DEED RECORDS

SIGNATURES:

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

BUDGET / PERSONNEL _____

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

OTHER _____
(Purchasing, Facilities Management, etc.)

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Acceptance of a Deed
from the State of Oregon, Granting to
Multnomah County Certain Real Property
for Public Road Purposes.

) ORDER ACCEPTING DEED #88-75
) TO PROPERTY FOR
) PUBLIC ROAD PURPOSES
)
) N. E. PACIFIC STREET
) ITEM NO. 88-155

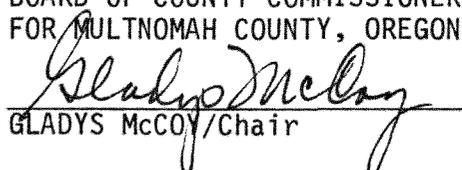
It appearing to the Board at this time that the state of Oregon, by and through its Department of Transportation, has tendered to Multnomah County a deed to the property described in EXHIBIT "A", for public road purposes, to be known as N. E. Pacific Street; and

It further appearing that said property is desirable for use as a part of the road system of Multnomah County, and that the Director of the Department of Environmental Services has recommended that said deed be accepted, and said property accepted for public road purposes;

NOW, THEREFORE, IT IS HEREBY ORDERED, that the deed of the state of Oregon, by and through its Department of Transportation, conveying to Multnomah County certain real property for road purposes, to be known as N. E. Pacific Street, as described in attached EXHIBIT "A", be accepted for public road purposes and placed of record in the county of Multnomah, state of Oregon.

(SEAL)
May 19, 1988

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


GLADYS McCOY/Chair

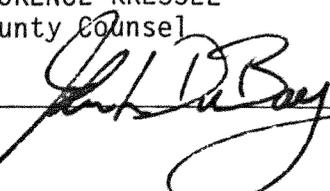
APPROVED:

LARRY F. NICHOLAS, P. E.
County Engineer

By 

APPROVED AS TO FORM:

LAURENCE KRESSEL
County Counsel

By 

SUPPLEMENT TO
JOURNAL 160
PAGE 16

5/19/88

RECEIVED FROM

JANE MCGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS • MULTNOMAH COUNTY, OREGON

RECORDING

ENGINEERING

ZONING

ORDER ACCEPT DEED #88-75 from STATE OR OREGON NE PACIFIC STREET
ITEM NO 88-155

BOARD OF
COUNTY COMMISSIONERS
1988 JUN - 2 AM 11: 01
MULTNOMAH COUNTY
OREGON

C-2b

039535

DEED TO BE RECORDED

039536



PLEASE SIGN & RETURN THIS RECEIPT TO COMMISSIONERS OFFICE

5/19/88

RECEIVED FROM JANE MCGARVIN
CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

RECORDING

ENGINEERING

ZONING

ORDER ACCEPT DEED #88-75 from STATE OR OREGON NE PACIFIC STREET
ITEM NO 88-155

C-2b

DEED TO BE RECORDED



BOARD OF
COUNTY COMMISSIONERS

1988 MAY 27 AM 11:43

MULTNOMAH COUNTY
OREGON

5/19/88

RECEIVED FROM

JANE MCGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS • MULTNOMAH COUNTY, OREGON

RECORDING

ENGINEERING

ZONING

ORDER ACCEPT DEED #88-75 from STATE OR OREGON NE PACIFIC STREET
ITEM NO 88-155

C-2b

DEED TO BE RECORDED



BOARD OF
COUNTY COMMISSIONERS

1988 MAY 27 AM 11:45

MULTNOMAH COUNTY
OREGON

16-17
5/60

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date 5/19/88
Agenda No. C-2e

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Deed/Order for Dedicated Street Purposes

Informal Only* _____
(Date)

Formal Only X _____
(Date)

DEPARTMENT Environmental Services

DIVISION Transportation

CONTACT Dick Howard *DHW*

TELEPHONE 3599

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

BRIEF SUMMARY

VINE AVENUE/ITEM NO. 88-98

Deed of Dedication from Shriners Hospitals for Crippled Children for dedicated street purposes.

Order Accepting Deed conveying property for dedicated street purposes.

ACTION REQUESTED:

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

General Fund

Other _____

*To R/E/2
5/25/88*

1988 MAY - 3 PM 4:33
MULTIPLUM COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS

SIGNATURES:

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

BUDGET/PERSONNEL _____

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

OTHER _____
(Purchasing, Facilities Management, etc.)

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Acceptance of a Deed)
from Shriners Hospital for Crippled)
Children Granting to Multnomah County a)
perpetual easement for Public Road Purposes)

ORDER ACCEPTING DEED #88-76
TO PROPERTY FOR
PUBLIC ROAD PURPOSES

VINE AVENUE
Item No. 88-98

It appearing to the Board at this time that, pursuant to a land use proceeding, Shriners Hospitals for Crippled Children has tendered to Multnomah County a deed to the property hereinafter described, for Public road purposes; and

It further appearing that the County does not at this time desire said property for the establishment of a County road, but that the premises are suitable as a public road, and that the Director of the Department of Environmental Services has recommended that said premises be accepted for use as a public road, but not as a County road;

NOW, THEREFORE, IT IS HEREBY ORDERED that the deed of Shriners Hospital for Crippled Children, conveying to Multnomah County the following described property, situated in the County of Multnomah, State of Oregon, to-wit:

Three parcels of land situated in Blocks 2 & 3, WILLAMETTE VIEW, a duly recorded plat recorded in Book 69, Page 103, Plat Records of Multnomah County, Oregon, said parcels located in the southwest one-quarter of Section 19, T2N, R1W, W.M., and described as follows:

Parcel I

A 5.00 foot wide strip of land lying adjacent to and southwesterly of the southwesterly right-of-way line of Vine Ave., extending between the east right-of-way line of Cornelius Pass Road, County Road No. 891 (said right-of-way line lying 30.00 feet easterly, when measured at right angles, of the center line of said Cornelius Pass Road) and the south line of said WILLAMETTE VIEW. Said 5.00 foot wide strip lying in Lot 19, Block 3, said WILLAMETTE VIEW.

Containing 0.02 acres, more or less.

As shown on attached map marked Exhibit "A", and hereby made a part of this document.

SUPPLEMENT TO
JOURNAL 160
PAGE 16

ORDER ACCEPTING DEED
VINE STREET, Item No. 88-98
Page 2

Parcel II

A 5.00 foot wide strip of land lying adjacent to and northerly and northeasterly of the north and northeasterly right-of-way line of Vine Ave., extending between said east right-of-way line of Cornelius Pass Road and the west right-of-way line of McCroskey St. Said 5.00 foot strip lying in Lots 1, 17, and 18, Block 3, said WILLAMETTE VIEW.

Containing 0.04 acres, more or less.

As shown on attached map marked Exhibit "A", and hereby made a part of this document.

Parcel III

The south 5.00 feet of Lots 1 and 39, Block 2, WILLAMETTE VIEW.

Containing 0.05 acres, more or less.

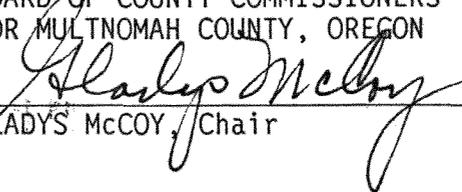
As shown on attached map marked Exhibit "A", and hereby made a part of this document.

ORDER ACCEPTING DEED
VINE STREET, Item No. 88-98
Page 3

be accepted by the County and placed of record, in the County of Multnomah,
State of Oregon, for use as a public road, but that the premises not be
accepted for use as a County road at this time.

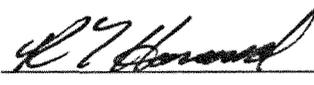
(SEAL)
May 19, 1988

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


GLADYS McCOY, Chair

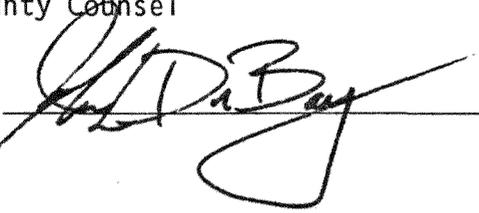
APPROVED:

LARRY F. NICHOLAS, P.E.
County Engineer

By: 

APPROVED AS TO FORM:

LAURENCE KRESSEL
County Counsel

By: 

0088W/0632W

5/19/88

RECEIVED FROM JANE MCGARVIN
CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

RECORDING

ENGINEERING

ZONING

ORDER ACCEPT DEED #88-76 FROM SHRINERS HOSPITAL FOR PUBLIC ROAD
VINE AVENUE ITEM NO 88-98

C-2c

039537

DEED TO BE RECORDED

039538

Cm Burns

BOARD OF
COUNTY COMMISSIONERS
1988 JUN -2 AM 11:01
MULTNOMAH COUNTY
OREGON

05-26-88

2 0.001

39537

39538

* 2

85892

A

5/19/88

RECEIVED FROM

JANE MCGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

RECORDING

ENGINEERING

ZONING

ORDER ACCEPT DEED #88-76 FROM SHRINERS HOSPITAL FOR PUBLIC ROAD
VINE AVENUE ITEM NO 88-98

C-2c

DEED TO BE RECORDED



BOARD OF
COUNTY COMMISSIONERS

1988 MAY 27 AM 11:43

MULTNOMAH COUNTY
OREGON

5/19/88

RECEIVED FROM JANE MCGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

RECORDING

ENGINEERING

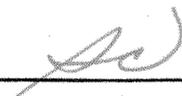
ZONING

#88-77

ORDER ACCEPT DEED FROM SHRINERS HOSPITAL FOR PUBLIC RD McCROSKY STREET
ITEM NO 88-100

C-2d

DEED TO BE RECORDED



BOARD OF
COUNTY COMMISSIONERS

1988 MAY 27 AM 11:45

MULTNOMAH COUNTY
OREGON

5/19/88

RECEIVED FROM JANE MCGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

RECORDING

ENGINEERING

ZONING

ORDER ACCEPT DEED #88-76 FROM SHRINERS HOSPITAL FOR PUBLIC ROAD
VINE AVENUE ITEM NO 88-98

C-2c

DEED TO BE RECORDED



BOARD OF
COUNTY COMMISSIONERS

1988 MAY 27 AM 11:45

MULTNOMAH COUNTY
OREGON

17
3160

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date 5/19/88
Agenda No. C-20

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Deed/Order for Dedicated Street Purposes

Informal Only* _____
(Date)

Formal Only X _____
(Date)

DEPARTMENT Environmental Services

DIVISION Transportation

CONTACT Dick Howard *DH*

TELEPHONE 3599

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

BRIEF SUMMARY

McCROSKEY STREET/ITEM NO 88-100

Deed of Dedication from Shriners Hospitals for Crippled Children for dedicated street purposes.

Order Accepting Deed conveying property for deducated street purposes.

ACTION REQUESTED:

/ INFORMATION ONLY / PRELIMINARY APPROVAL / POLICY DIRECTION X APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

- PERSONNEL
- / FISCAL/BUDGETARY
- / General Fund
- Other _____

*TD
R/E/2
5/25/88*

BOARD OF
COUNTY COMMISSIONERS
1988 MAY -3 PM 4:33
MULTI-COUNTY
OREGON

SIGNATURES:

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

BUDGET/PERSONNEL _____

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

OTHER _____
(Purchasing, Facilities Management, etc.)

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Acceptance of a Deed)
from Shriners Hospitals for Crippled)
Children Granting to Multnomah County a)
perpetual easement for Public Road Purposes)

ORDER ACCEPTING DEED #88-77
TO PROPERTY FOR
PUBLIC ROAD PURPOSES

McCROSKEY STREET
Item No. 88-100

It appearing to the Board at this time that, pursuant to a land use proceeding, Shriners Hospitals for Crippled Children has tendered to Multnomah County a deed to the property hereinafter described, for Public road purposes; and

It further appearing that the County does not at this time desire said property for the establishment of a County road, but that the premises are suitable as a public road, and that the Director of the Department of Environmental Services has recommended that said premises be accepted for use as a public road, but not as a County road;

NOW, THEREFORE, IT IS HEREBY ORDERED that the deed of Shriners Hospitals for Crippled Children, conveying to Multnomah County the following described property, situated in the County of Multnomah, State of Oregon, to-wit:

A parcel of land situated in Blocks 2 and 3, WILLAMETTE VIEW, a duly recorded plat recorded in Book 69, Page 103, Plat Records of Multnomah County, Oregon, said parcel located in the southwest one-quarter of Section 19, T2N, R1W, W.M., and described as follows:

The east 5.00 feet of Lots 1 thru 5, said Block 3 and the west 5.00 feet of Lots 36 thru 39, said Block 2.

Containing 0.12 acres, more or less.

As shown on attached map marked Exhibit "A", and hereby made a part of this document.

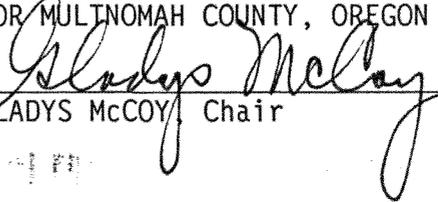
SUPPLEMENT TO
JOURNAL 160
PAGE 17

ORDER ACCEPTING DEED
McCROSKY STREET Item No. 88-100
Page 2

be accepted by the County and placed of record, in the County of Multnomah,
State of Oregon, for use as a public road, but that the premises not be
accepted for use as a County road at this time.

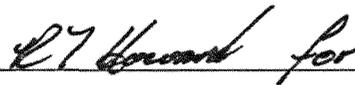
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

(SEAL)
May 19, 1988


GLADYS McCOY, Chair

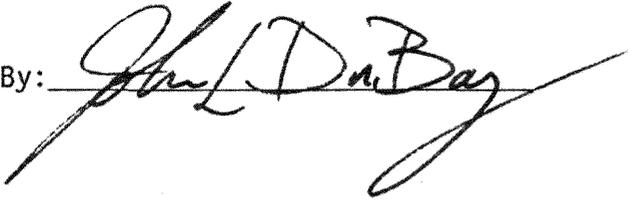
APPROVED:

LARRY F. NICHOLAS, P.E.
County Engineer

By:  for

APPROVED AS TO FORM:

LAURENCE KRESSEL
County Counsel

By: 

0088W/0631W

5/19/88

RECEIVED FROM

JANE MCGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS • MULTNOMAH COUNTY, OREGON

RECORDING

ENGINEERING

ZONING

#88-77

ORDER ACCEPT DEED FROM SHRINERS HOSPITAL FOR PUBLIC RD McCROSKY STREET
ITEM NO 88-100

039539

BOARD OF
COUNTY COMMISSIONERS
1988 JUN - 2 AM 11:01
MULTNOMAH COUNTY
OREGON

C-2d

039540

Gm Burns

DEED TO BE RECORDED

PLEASE SIGN & RETURN THIS RECEIPT TO COMMISSIONERS OFFICE

05-26-88

0.001

39539

39540

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A

5/19/88

RECEIVED FROM

JANE MCGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

RECORDING

ENGINEERING

ZONING

#88-77

ORDER ACCEPT DEED FROM SHRINERS HOSPITAL FOR PUBLIC RD McCROSKY STREET
ITEM NO 88-100

C-2d

DEED TO BE RECORDED



Form CC-2

PLEASE SIGN & RETURN THIS RECEIPT TO COMMISSIONERS OFFICE

BOARD OF
COUNTY COMMISSIONERS

1988 MAY 27 AM 11:44

MULTNOMAH COUNTY
OREGON

17
J160

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date 5/19/88
Agenda No. C-22

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Deed/Order for County Road Purposes

Informal Only* _____
(Date)

Formal Only X _____
(Date)

DEPARTMENT Environmental Services

DIVISION Transportation

CONTACT Dick Howard *DWA*

TELEPHONE 3599

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

BRIEF SUMMARY

CORNELIUS PASS ROAD/COUNTY ROAD NO. 891

Deed for Road purposes from Shriners Hospitals for Crippled Children. Order Accepting Deed conveying property for county road purposes.

Director of DES recommends said deed be accepted and recorded in Multnomah County Deed Records, together with the EXHIBIT "A", which is attached to said deed.

ACTION REQUESTED:

/ INFORMATION ONLY / PRELIMINARY APPROVAL / POLICY DIRECTION /X APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

/ FISCAL/BUDGETARY

/ General Fund

Other DEED/ORDER/EXHIBIT TO BE RECORDED IN MULTNOMAH COUNTY DEED RECORDS.

*To R/E/2
5/25/88*

MULTNOMAH COUNTY
OREGON
1988 MAY - 3 11 4 33
COUNTY COMMISSIONER

SIGNATURES:

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

BUDGET/PERSONNEL _____

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

OTHER _____
(Purchasing, Facilities Management, etc.)

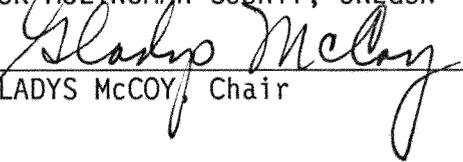
NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

ORDER ACCEPTING DEED
Cornelius Pass Road, Item No. 88-96
Page 2

be accepted by the County and placed of record in the County of Multnomah,
State of Oregon; and that the premises be established and maintained as a
County road.

(SEAL)
5/19/88

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


GLADYS McCOY, Chair

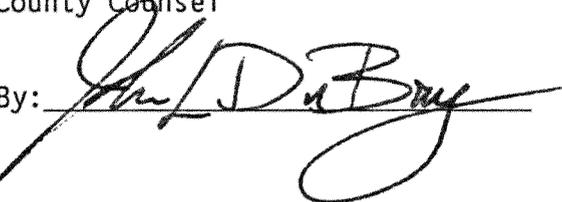
APPROVED:

LARRY F. NICHOLAS, P.E.
County Engineer

By: 

APPROVED AS TO FORM:

LAURENCE KRESSEL
County Counsel

By: 

0014W/0630W

19
5/22/88

RECEIVED FROM JANE MCGARVIN
CLERK, BOARD OF COUNTY COMMISSIONERS - MULTNOMAH COUNTY, OREGON

RECORDING

ENGINEERING

ZONING

#88-78

ORDER ACCEPT DEED FROM SHRINERS HOSPITAL FOR PUBLIC ROAD
CORNELIUS PASS ROAD - ITEM NO. 88-96

C-2e

39541

039542

DEED TO BE RECORDED

BOARD OF
COUNTY COMMISSIONERS
1988 JUN -2 AM 11:01
MULTNOMAH COUNTY
OREGON

Sm Burns

05-26-88

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39542

* 2

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^A
5/12/88

RECEIVED FROM JANE MCGARVIN
CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

RECORDING

ENGINEERING

ZONING

#88-78
ORDER ACCEPT DEED FROM SHRINERS HOSPITAL FOR PUBLIC ROAD
CORNELIUS PASS ROAD - ITEM NO. 88-96

C-2e

DEED TO BE RECORDED



BOARD OF
COUNTY COMMISSIONERS

1988 MAY 27 AM 11:44

MULTNOMAH COUNTY
OREGON

5/12/88

RECEIVED FROM

JANE MCGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS • MULTNOMAH COUNTY, OREGON

RECORDING

ENGINEERING

ZONING

#88-78

ORDER ACCEPT DEED FROM SHRINERS HOSPITAL FOR PUBLIC ROAD
CORNELIUS PASS ROAD - ITEM NO. 88-96

C-2e

DEED TO BE RECORDED



BOARD OF
COUNTY COMMISSIONERS

1988 MAY 27 AM 11:45

MULTNOMAH COUNTY
OREGON

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date 5/19/88
Agenda No. B-13

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: National Public Works Week

Informal Only* May 19, 1988
(Date)

Formal Only _____
(Date)

DEPARTMENT Environmental Services

DIVISION Transportation

CONTACT Susie Lahsene

TELEPHONE 248-3636

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Susie Lahsene

BRIEF SUMMARY

Resolution recognizing National Public Works Week, May 15-21, 1988, for the contributions that all public works officials make to everyday health and safety.

ACTION REQUESTED:

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

- PERSONNEL
- FISCAL/BUDGETARY
- General Fund
- Other _____

*Original
to Susie Lahsene
5/25/88*

1988 MAY 10 PM 4:37
CLERK OF COUNTY
CLERK

SIGNATURES:

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

BUDGET/PERSONNEL _____

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

OTHER _____
(Purchasing, Facilities Management, etc.)

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



MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS
GLADYS MC COY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
CAROLINE MILLER • DISTRICT 3 COMMISSIONER
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

May 15-21, 1988

THANK YOU FOR DISPLAYING THE NATIONAL PUBLIC WORKS WEEK POSTER.

Established in 1960, NPWW objectives serve as an opportunity to inform and educate the public:

- Increase citizens' understanding of public works and the problems encountered in providing them and how they can be overcome.
- Promote awareness of the need for public works professionals and the contributions they make to our health, safety and comfort.
- Inspire excellence and dedication in public service by recognizing outstanding public works engineers/administrators and their achievements.
- Encourage talented young people to prepare for public works careers, and acquaint them with the challenges and opportunities in the field.

MULTNOMAH COUNTY SCOPE OF PUBLIC WORKS FUNCTIONS

Management of public works	Computer operation
Administration of public works	Surveying
Road maintenance	Cost accounting
Equipment maintenance	Traffic engineering
Utility location and coordination	Right-of-way acquisition
Public building maintenance, operation, and construction	Snow and ice control
Park and parkway maintenance and construction	Traffic sign installa- tion and maintenance
Road cleaning	Traffic signal installation
Road construction	Traffic signal maintenance
Road design	Cemetery maintenance
Road marking	Community redevelopment
Road sign installation and maintenance	Radio operation and maintenance



MULTNOMAH COUNTY OREGON

17
JTG

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

May 19, 1988

Mr. Paul Yarborough, Director
Department of Environmental Services
2115 SE Morrison
Portland, OR

Dear Mr. Yarborough:

Be it remembered, that at a meeting of the Board of County Commissioners held May 19, 1988, the following action was taken:

In the matter of ratification of a Lease Agreement)
with the Housing Authority of Portland for use of)
a two bedroom apartment at Eastwood Court, 18206)
SE Yamhill Street to provide temporary/emergency)
housing for qualified persons or families for)
period May 1, 1988 to June 30, 1989 R-4)

Upon motion of Commissioner Casterline, duly seconded by Commissioner Miller, it is unanimously

ORDERED that said Intergovernmental Lease Agreement be ratified.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
Purchasing
Harriet Weber
Facilities & Property Management

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date 5/19/88
Agenda No. R-4

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Lease agreement with Housing Auth. of Portland

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Environmental Services DIVISION Facilities and Prop. Mgmt.

CONTACT Harold Holub TELEPHONE 3851

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Harold Holub

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

Lease agreement with HAP covering use of a two (2) bedroom apartment at Eastwood Court, 18206 S E Yamhill Street to provide temporary/emergency housing for qualifying persons/families. Program administered by MCCA, funded by State of Oregon.

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

ACTION REQUESTED:

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA five (5) minutes

IMPACT:

PERSONNEL

FISCAL/BUDGETARY \$88.00 per month for approx. 12 1/2 months

- General Fund

Other _____

*originals
to Holub
5/20/88*

1988 MAY 12 AM 11:22
COUNTY CLERK'S OFFICE

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Duane Zussy (w)

BUDGET / PERSONNEL David C. Swann /

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) Paul Mackey

OTHER H. L. Holub
(Purchasing, Facilities Management, etc.)

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



MULTNOMAH COUNTY OREGON

DHS #306
87-88
88-89

REAL PROPERTY LEASE DESCRIPTION FORM

- Revenue
- Expense
- Rent Free Agreement
- County Owned
- Road Fund
- Tax Title
- Sublease
- Intergovernmental Agreement
- Private Lease of a two (2) bedroom apartment for emergency housing program administered by MCCA.

Property Management Contact Person Harold L. Holub Phone 3851 Date 4/19/88

Division Requesting Lease MCCAA

Contact Person Ray Erickson Phone 5200

Lessor Name Housing Authority of Portland Effective Date May 1, 1988
 Mailing Address P O Box 13220 Termination Date June 30, 1989
Portland, OR 97213 Term of Lease one (1) year, two (2) Months

Phone _____

Lessee Name Multnomah County, Oregon

Mailing Address 2505 S E 11th Ave
Portland, OR 97202

Phone 248-3851

Address of Leased Property Eastwood Court
18206 S E Yamhill St.
Portland, Oregon

Total Amount of Agreement \$ 1232.00

Payment Terms

- Annual \$ _____
- Monthly \$ 88.00
- Other \$ _____

FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJ	SUB OBJ	REV SOURCE	SUB REV	REPT CATEG
156	010	1605		6170	01			

REQUIRED SIGNATURES:

X Department Head Diane Wussy (DC) Date 4/21/88
 County Counsel John D. Bay Date 4/29/88
 Budget Office Tom Horn Date 5-2-88
 Risk Manager _____ Date _____
 Property Management H. L. Holub Date 4/19/88
 County Executive/Sheriff _____ Date _____

CODE		FOR ACCOUNTING / PURCHASING USE ONLY								ENCUMBRANCE "APRON" ONLY	
VENDOR NAME		YEAR		AUTHORIZATION NOTICE							
LINE NO.	NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC DEC IND
	103068										



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
SOCIAL SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S W STARK 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248 3691

BOARD OF COUNTY COMMISSIONERS

GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
CAROLINE MILLER • DISTRICT 3 COMMISSIONER
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Duane Zussy *Duane Zussy (DC)*
Director, Department of Human Services

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

DATE: April 21, 1988

SUBJECT: Recommendation for Approval of Housing Authority of Portland Lease Agreements

RECOMMENDATION: Social Services Division recommends Board Chair approval of the three Housing Authority of Portland Lease Agreements for the term May 1, 1988 through June 30, 1989.

ANALYSIS: The attached lease agreements allow MCCA's Housing Program to lease three two bedroom apartments at \$88/month each. These units will be used to house homeless families and individuals and assist with transitioning them to more stable long term housing. The average length of stay in these emergency housing units is 3-4 months but no longer than 6 months. These units provide families and individuals a place to live while looking for work, catching up in school, overcome illness, etc.

BACKGROUND: The continued goal of the Homeless Project is to break the downward spiral of homeless individuals and families in poverty. Traditionally, the homeless have received only temporary shelter--a few nights, a week at most--before being put back onto the streets. Through providing a stable living environment and case management services for the family or individual, the cycle of homelessness may be broken.

Funding for this program is received annually from the Community Action Agency of Portland (CAAP). An amendment to the CAAP contract is currently in process (DHS #188-2) for an additional \$18,380 designated for homeless services such as this. During Technical Amendments, MCCA will identify and carry over the necessary amounts to cover these lease agreement costs.

LEASE

This lease, effective May 1, 1988, between the **HOUSING AUTHORITY OF PORTLAND**, a public body corporate and politic, hereinafter referred to as the Lessor, and **MULTNOMAH COUNTY**, a home rule subdivision of the State of Oregon, hereinafter referred to as the Lessee.

WITNESSETH:

I.

The property leased is that property located in the City of Portland, County of Multnomah, State of Oregon, described as:

Eastwood Court, 18206 S.E. Yamhill Street, Portland, Oregon

Lessor and Lessee hereby accept this description as a legal description and waive any and all defenses to the validity of this lease based on said description of the premises.

II.

The term of this lease shall be for a period from the date first mentioned above through June 30, 1989. This lease shall be evaluated by both parties at least one month prior to renewal and shall be renewed on July 1, 1989, and annually thereafter unless terminated by either party hereto in the manner provided below. Lessee agrees to pay Lessor as rental, the sum of Eighty-Eight Dollars (\$88.00) a month. Payments shall be for each calendar month and shall be paid in advance not later than the first of each month. Rental payments shall be sent to Controller, Housing Authority of Portland, P.O. Box 13220, Portland, Oregon, 97213.

III.

Payments for utilities serving the leased premises will be made to appropriate utility companies by Lessee.

IV.

Lessee will pay a deposit of One Hundred Two Dollars (\$102.00) to be held by Lessor for the purpose of paying for repair of damages to the premises which are deemed to be above and beyond normal wear and tear at such time as the premises are vacated by the Lessee. The balance of the deposit not so used shall be refunded to Lessee, and likewise the costs of any repairs in the excess of the deposit shall be due to Lessor upon billing to Lessee.

V.

The Lessor or Lessee may terminate this lease upon not less than thirty (30) days written notice addressed to the other party's main administrative office.

VI.

Without the written consent of the Lessor endorsed hereon, this lease shall not be assigned or the leased premises sublet in whole or in part, and it is expressly agreed that if consent is once given by the Lessor to the assignment of this lease, or any interest therein, that Lessor shall not be barred from afterwards refusing to consent to any further assignment.

VII.

The Lessee has examined said space and accepts the same in its condition at the time when Lessee takes possession, and agrees to use the premises as a careful and prudent person would use their own and, upon expiration of the tenancy, to surrender the premises to the Lessor in as good condition as they are now in, save for wear and tear from reasonable and careful use. The Lessee shall make no alterations or improvements without first obtaining the Lessor's written

consent, and any additions, fixtures, alterations or improvements made by the Lessee shall be the Lessor's property at the termination of this lease. The Lessor shall have the right to enter the premises at reasonable times and intervals to examine the same or to make repairs or alterations, but except as hereinafter provided, nothing in this paragraph shall be construed as obligating the Lessor to make any repairs or alterations. Lessor will provide the routine and structural maintenance of the rental units on the same basis as its other apartments. Lessor agrees to perform no maintenance services for which Lessee might incur a charge without prior written consent by an appropriate Lessee staff person, except that in the case of an emergency where damage to property or personal injury is a threat, Lessor shall make repairs as required and notify Lessee thereafter. Lessee shall provide for the adequate cleaning of units following each occupant who vacates a unit and prior to occupancy of the unit by the next occupant at no cost to Lessor.

Lessor shall provide Lessee with a monthly summary of all maintenance work done on its premises for which Lessee is being billed. The charges to Lessee shall be due upon receipt of said summary/billing. (See Addendum for further definition of maintenance responsibilities).

VII.

In further consideration of this Lease Agreement, Lessee further agrees to:

Operate these units for the benefit of eligible low income persons and other eligible persons in the community needing emergency or transitional housing and case management, as defined in the addendum.

Provide a qualified staff to provide case management services for clients of Multnomah County Community Action Agency (MCCAA) at these units.

Establish and maintain appropriate records to ascertain the eligibility of MCCAA's clients in a timely manner as set forth in the guidelines and regulations of the Department of Housing and Urban Development and the Housing Authority of Portland.

The Lessee will provide yearly fiscal and program reports to the Lessor.

IX.

The Lessee shall not knowingly permit anything to be done on said premises tending to create a nuisance or disturbance to other tenants. The Lessee shall not do or knowingly permit to be done in said space anything which will increase the rate of insurance on the building of which the leased premises are a part, and the Lessee agrees to comply with all the ordinances relating to said premises.

The Lessee shall keep said leased premises clean and in sanitary condition to Lessor's Quality Standards.

The primary contact for the Lessee will be Ray Erickson or Lucia Pena, with the alternative contact being the Executive Director. The primary contact of the Lessor will be the Manager responsible for the units or the Area Administrator, the alternative being the Director of Housing Management.

X.

Each party to this agreement is responsible for the wrongdoings of its employees, agents and clients. Lessee's liability under this agreement is governed by the Oregon Tort Claims Act, ORS Chapter 30.260 et seq. Lessee further agrees to defend Lessor and Lessor's agents in the event of any suit arising out of Lessee's occupancy of the leased premises.

XI.

Lessor and Lessee agree and each does herewith release and waive all claims each has or may in the future have against the other for recovery of loss from damages caused by fire or the perils included in extended coverage endorsement. Each party shall purchase and own such fire insurance and extended coverage insurance as said party may wish, and neither party nor their insurance carrier shall claim recovery against the other or right of subrogation against the other, whether or not any loss is insured.

XII.

The Lessee shall not, in the provision of services, or in any manner, discriminate against any person on the grounds of age, race, color, creed, religion, sex, handicap, or national origin. The Lessee shall comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968, and any related rules and regulations.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

HOUSING AUTHORITY OF PORTLAND

MULTNOMAH COUNTY, LESSEE

By _____
Donald E. Clark, Executive Director

By Gladys McCoy
Gladys McCoy, County Chair

Date _____

Date 5/19/88

APPROVED AS TO FORM:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By John D. Bay

ADDENDUM TO LEASE

For the purposes of this lease, routine maintenance shall mean work which Lessor would normally perform to maintain the quality of its facilities, which results from ordinary use and not from damage, and for which no charge is normally made. This work might include, but shall not be limited to the following:

- Repair of leaky faucets or drains
- Service on heating equipment
- Service on ranges or refrigerators
- Spraying for infestation
- Service to hot water tank
- Structural repairs due to deterioration of roofing, etc.
- Electrical repairs to switches, wiring, not including fuse replacement

Repairs for which Lessee will be charged will generally be related to damage to the premises or loss of equipment caused by willful or negligent acts of Lessee's staff, clients, or other persons. These may include but are not limited to:

- Lock changes
- Broken windows
- Plugged drains, toilets, or sanitary sewer lines
- Replacement of light bulbs and shades
- Removal of trash from inside or outside premises
- Replacement of shades and garbage cans whose useful life has not expired
- Any damage to premises or equipment where willful or negligent act is obvious

SPECIAL CONDITIONS

A. Screening:

Lessee, through Multnomah County Community Action Agency (MCCAA) will screen clients for the following prior to participation in the program. The parties acknowledge that MCCAA staff members will use their best efforts to select clients who meet all the standards set forth below:

1. Low income as defined by HUD;
2. Without a permanent domicile;
3. Willingness to enter into and follow a case management plan;
4. Not in need of 24-hour per day supervision;
5. Single parent with child(ren) in residence or two parent family with child(ren);
6. Not a danger to themselves or others.

B. Services

MCCAA shall provide for an array of services to residents to include:

1. Assignment of a primary case manager;
2. Development and ongoing assessment of a case management plan to include access to resources which may provide:
 - a. Training in independent living skills (i.e., cooking, house-keeping, self care, money management, etc.);
 - b. Obtain education, job training, employment and/or income necessary to support independent living;
 - c. Counseling/psychotherapy, medications, and 24 hour crisis intervention;
 - d. Assisting client to meet basic needs, including food, clothing, transportation, medical and dental care emergencies.

C. RELATIONSHIPS

1. MCCAA shall assign a liaison to HAP. Liaison will:
 - a. Notify resident manager of changes in occupancy;
 - b. Resolve resident problems such as damage to units and dangerous or inappropriate behavior.

2. MCCA staff will be accessible 24 hours a day to HAP staff for non-maintenance emergencies.
3. MCCA shall submit quarterly reports to Area Director identifying client demographics, reasons for clients' homelessness, length of stay per client and outcomes if known.
4. MCCA shall establish means to move out tenants violating HAP/MCCA rules.
5. MCCA and HAP will evaluate the agreement at six months. Evaluation will be based on:
 - a. Clarity and outcome of MCCA/HAP interactions;
 - b. Appropriateness of MCCA clients;
 - c. Adherence to lease agreement.

HOUSING AUTHORITY OF PORTLAND

MULTNOMAH COUNTY, LESSEE

By _____
Donald E. Clark, Executive Director

By Gladys McCoy
Gladys McCoy, County Chair

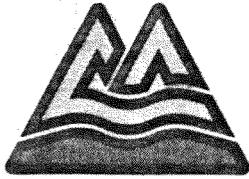
Date _____

Date 5/19/88

APPROVED AS TO FORM:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By John DeB...



MULTNOMAH COUNTY OREGON

18/5160

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

May 19, 1988

Mr. Paul Yarborough, Director
Department of Environmental Services
2115 SE Morrison
Portland, OR

Dear Mr. Yarborough:

Be it remembered, that at a meeting of the Board of County Commissioners held May 19, 1988, the following action was taken:

In the matter of ratification of a Lease Agreement)
with the Housing Authority of Portland for use of)
a two bedroom apartment at Townhouse Terrace, 3133)
SE 136th Avenue to provide temporary/emergency)
housing for qualified persons or families for)
period May 1, 1988 to June 30, 1989 R-5)

Upon motion of Commissioner Casterline, duly seconded by Commissioner Miller, it is unanimously

ORDERED that said Intergovernmental Lease Agreement be ratified.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
Purchasing
Harriet Weber
Facilities & Property Management

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date 5/19/88
Agenda No. R-5

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Lease agreement with Housing Auth. of Portland

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Environmental Services DIVISION Facilities and Prop. Mgmt.

CONTACT Harold Holub TELEPHONE 3851

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Harold Holub

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

Lease agreement with HAP covering use of a two(2) bedroom apartment at Townhouse Terrace, 3133 S E 136th Ave, to provide temporary/emergency housing for qualifying persons/families. Program administered by MCCA, funded by State of Oregon.

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

ACTION REQUESTED:

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA five (5) minutes

IMPACT:

PERSONNEL

FISCAL/BUDGETARY \$88.00 per month for approx. 12½ months

- General Fund

Other _____

original to Holub 5/20/88

1988 MAY 12 AM 11:22
COUNTY CLERK'S OFFICE
COUNTY CLERK

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Duane Zussy (cc)

BUDGET / PERSONNEL David C. Staver 1

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) Paul Mackey

OTHER H.L. Holub
(Purchasing, Facilities Management, etc.)

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



MULTNOMAH COUNTY OREGON

DHS #305
87-88
88-89

REAL PROPERTY LEASE DESCRIPTION FORM

- Revenue, Expense, Rent Free Agreement, County Owned, Road Fund, Tax Title, Sublease, Intergovernmental Agreement, Private Lease of a two (2) bedroom apartment for emergency housing program administered by MCCA

Property Management Contact Person Harold L. Holub Phone 3851 Date 4/19/88

Division Requesting Lease MCCA Contact Person Ray Erickson Phone 5200

Lessor Name Housing Authority of Portland Effective Date May 1, 1988
Mailing Address P O Box 13220 Termination Date June 30, 1989
Portland, OR. 97213 Term of Lease One (1) year, two (2) Months

Phone
Total Amount of Agreement \$1232.00

Lessee Name Multnomah County, Oregon
Mailing Address 2505 S E 11th Ave
Portland, OR 97202

Phone
Payment Terms
Annual \$ Monthly \$88.00
Other \$102.00 one time deposit

Townhouse Terrace
Address of 3133 S E 136th Ave.
Leased Property Portland, Oregon

Table with columns: FUND, AGENCY, ORGANIZATION, ACTIVITY, OBJ, SUB OBJ, REV SOURCE, SUB REV, REPT CATEG. Row 1: 156, 010, 1605, 6170, 01

REQUIRED SIGNATURES:

Department Head [Signature] Date 4/21/88
County Counsel [Signature] Date 4/27/88
Budget Office [Signature] Date 5-2-88
Risk Manager Date
Property Management [Signature] Date 4/19/88
County Executive/Sheriff Date

Table for ACCOUNTING / PURCHASING USE ONLY. Includes columns for LINE NO., NUMBER, FUND, AGENCY, ORGANIZATION, ACTIVITY, OBJECT, SUB OBJ, REPT CATEG, DESCRIPTION, AMOUNT, INC/DEC MD.



MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
CAROLINE MILLER • DISTRICT 3 COMMISSIONER
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Duane Zussy *Duane Zussy (cc)*
Director, Department of Human Services

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

DATE: April 21, 1988

SUBJECT: Recommendation for Approval of Housing Authority of Portland Lease Agreements

RECOMMENDATION: Social Services Division recommends Board Chair approval of the three Housing Authority of Portland Lease Agreements for the term May 1, 1988 through June 30, 1989.

ANALYSIS: The attached lease agreements allow MCCAAs Housing Program to lease three two bedroom apartments at \$88/month each. These units will be used to house homeless families and individuals and assist with transitioning them to more stable long term housing. The average length of stay in these emergency housing units is 3-4 months but no longer than 6 months. These units provide families and individuals a place to live while looking for work, catching up in school, overcome illness, etc.

BACKGROUND: The continued goal of the Homeless Project is to break the downward spiral of homeless individuals and families in poverty. Traditionally, the homeless have received only temporary shelter--a few nights, a week at most--before being put back onto the streets. Through providing a stable living environment and case management services for the family or individual, the cycle of homelessness may be broken.

Funding for this program is received annually from the Community Action Agency of Portland (CAAP). An amendment to the CAAP contract is currently in process (DHS #188-2) for an additional \$18,380 designated for homeless services such as this. During Technical Amendments, MCCAAs will identify and carry over the necessary amounts to cover these lease agreement costs.

LEASE

This lease, effective May 1, 1988, between the HOUSING AUTHORITY OF PORTLAND, a public body corporate and politic, hereinafter referred to as the Lessor, and MULTNOMAH COUNTY, a home rule subdivision of the State of Oregon, hereinafter referred to as the Lessee.

WITNESSETH:

I.

The property leased is that property located in the City of Portland, County of Multnomah, State of Oregon, described as:

Townhouse Terrace, 3133 S.E. 136th Avenue, Portland, Oregon

Lessor and Lessee hereby accept this description as a legal description and waive any and all defenses to the validity of this lease based on said description of the premises.

II.

The term of this lease shall be for a period from the date first mentioned above through June 30, 1989. This lease shall be evaluated by both parties at least one month prior to renewal and shall be renewed on July 1, 1989, and annually thereafter unless terminated by either party hereto in the manner provided below. Lessee agrees to pay Lessor as rental, the sum of Eighty-Eight Dollars (\$88.00) a month. Payments shall be for each calendar month and shall be paid in advance not later than the first of each month. Rental payments shall be sent to Controller, Housing Authority of Portland, P.O. Box 13220, Portland, Oregon, 97213.

III.

Payments for utilities serving the leased premises will be made to appropriate utility companies by Lessee.

IV.

Lessee will pay a deposit of One Hundred Two Dollars (\$102.00) to be held by Lessor for the purpose of paying for repair of damages to the premises which are deemed to be above and beyond normal wear and tear at such time as the premises are vacated by the Lessee. The balance of the deposit not so used shall be refunded to Lessee, and likewise the costs of any repairs in the excess of the deposit shall be due to Lessor upon billing to Lessee.

V.

The Lessor or Lessee may terminate this lease upon not less than thirty (30) days written notice addressed to the other party's main administrative office.

VI.

Without the written consent of the Lessor endorsed hereon, this lease shall not be assigned or the leased premises sublet in whole or in part, and it is expressly agreed that if consent is once given by the Lessor to the assignment of this lease, or any interest therein, that Lessor shall not be barred from afterwards refusing to consent to any further assignment.

VII.

The Lessee has examined said space and accepts the same in its condition at the time when Lessee takes possession, and agrees to use the premises as a careful and prudent person would use their own and, upon expiration of the tenancy, to surrender the premises to the Lessor in as good condition as they are now in, save for wear and tear from reasonable and careful use. The Lessee shall make no alterations or improvements without first obtaining the Lessor's written

consent, and any additions, fixtures, alterations or improvements made by the Lessee shall be the Lessor's property at the termination of this lease. The Lessor shall have the right to enter the premises at reasonable times and intervals to examine the same or to make repairs or alterations, but except as hereinafter provided, nothing in this paragraph shall be construed as obligating the Lessor to make any repairs or alterations. Lessor will provide the routine and structural maintenance of the rental units on the same basis as its other apartments. Lessor agrees to perform no maintenance services for which Lessee might incur a charge without prior written consent by an appropriate Lessee staff person, except that in the case of an emergency where damage to property or personal injury is a threat, Lessor shall make repairs as required and notify Lessee thereafter. Lessee shall provide for the adequate cleaning of units following each occupant who vacates a unit and prior to occupancy of the unit by the next occupant at no cost to Lessor.

Lessor shall provide Lessee with a monthly summary of all maintenance work done on its premises for which Lessee is being billed. The charges to Lessee shall be due upon receipt of said summary/billing. (See Addendum for further definition of maintenance responsibilities).

VII.

In further consideration of this Lease Agreement, Lessee further agrees to:

Operate these units for the benefit of eligible low income persons and other eligible persons in the community needing emergency or transitional housing and case management, as defined in the addendum.

Provide a qualified staff to provide case management services for clients of Multnomah County Community Action Agency (MCCAA) at these units.

Establish and maintain appropriate records to ascertain the eligibility of MCCAA's clients in a timely manner as set forth in the guidelines and regulations of the Department of Housing and Urban Development and the Housing Authority of Portland.

The Lessee will provide yearly fiscal and program reports to the Lessor.

IX.

The Lessee shall not knowingly permit anything to be done on said premises tending to create a nuisance or disturbance to other tenants. The Lessee shall not do or knowingly permit to be done in said space anything which will increase the rate of insurance on the building of which the leased premises are a part, and the Lessee agrees to comply with all the ordinances relating to said premises.

The Lessee shall keep said leased premises clean and in sanitary condition to Lessor's Quality Standards.

The primary contact for the Lessee will be Ray Erickson or Lucia Pena, with the alternative contact being the Executive Director. The primary contact of the Lessor will be the Manager responsible for the units or the Area Administrator, the alternative being the Director of Housing Management.

X.

Each party to this agreement is responsible for the wrongdoings of its employees, agents and clients. Lessee's liability under this agreement is governed by the Oregon Tort Claims Act, ORS Chapter 30.260 et seq. Lessee further agrees to defend Lessor and Lessor's agents in the event of any suit arising out of Lessee's occupancy of the leased premises.

XI.

Lessor and Lessee agree and each does herewith release and waive all claims each has or may in the future have against the other for recovery of loss from damages caused by fire or the perils included in extended coverage endorsement. Each party shall purchase and own such fire insurance and extended coverage insurance as said party may wish, and neither party nor their insurance carrier shall claim recovery against the other or right of subrogation against the other, whether or not any loss is insured.

XII.

The Lessee shall not, in the provision of services, or in any manner, discriminate against any person on the grounds of age, race, color, creed, religion, sex, handicap, or national origin. The Lessee shall comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968, and any related rules and regulations.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

HOUSING AUTHORITY OF PORTLAND

MULTNOMAH COUNTY, LESSEE

By _____
Donald E. Clark, Executive Director

By *Gladys McCoy*
Gladys McCoy, County Chair

Date _____

Date 5/19/88

APPROVED AS TO FORM:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By *J. L. DeB...*

ADDENDUM TO LEASE

For the purposes of this lease, routine maintenance shall mean work which Lessor would normally perform to maintain the quality of its facilities, which results from ordinary use and not from damage, and for which no charge is normally made. This work might include, but shall not be limited to the following:

- Repair of leaky faucets or drains
- Service on heating equipment
- Service on ranges or refrigerators
- Spraying for infestation
- Service to hot water tank
- Structural repairs due to deterioration of roofing, etc.
- Electrical repairs to switches, wiring, not including fuse replacement

Repairs for which Lessee will be charged will generally be related to damage to the premises or loss of equipment caused by willful or negligent acts of Lessee's staff, clients, or other persons. These may include but are not limited to:

- Lock changes
- Broken windows
- Plugged drains, toilets, or sanitary sewer lines
- Replacement of light bulbs and shades
- Removal of trash from inside or outside premises
- Replacement of shades and garbage cans whose useful life has not expired
- Any damage to premises or equipment where willful or negligent act is obvious

SPECIAL CONDITIONS

A. Screening:

Lessee, through Multnomah County Community Action Agency (MCCAA) will screen clients for the following prior to participation in the program. The parties acknowledge that MCCAA staff members will use their best efforts to select clients who meet all the standards set forth below:

1. Low income as defined by HUD;
2. Without a permanent domicile;
3. Willingness to enter into and follow a case management plan;
4. Not in need of 24-hour per day supervision;
5. Single parent with child(ren) in residence or two parent family with child(ren);
6. Not a danger to themselves or others.

B. Services

MCCAA shall provide for an array of services to residents to include:

1. Assignment of a primary case manager;
2. Development and ongoing assessment of a case management plan to include access to resources which may provide:
 - a. Training in independent living skills (i.e., cooking, house-keeping, self care, money management, etc.);
 - b. Obtain education, job training, employment and/or income necessary to support independent living;
 - c. Counseling/psychotherapy, medications, and 24 hour crisis intervention;
 - d. Assisting client to meet basic needs, including food, clothing, transportation, medical and dental care emergencies.

C. RELATIONSHIPS

1. MCCAA shall assign a liaison to HAP. Liaison will:
 - a. Notify resident manager of changes in occupancy;
 - b. Resolve resident problems such as damage to units and dangerous or inappropriate behavior.

2. MCCA A staff will be accessible 24 hours a day to HAP staff for non-maintenance emergencies.
3. MCCA A shall submit quarterly reports to Area Director identifying client demographics, reasons for clients' homelessness, length of stay per client and outcomes if known.
4. MCCA A shall establish means to move out tenants violating HAP/MCCA A rules.
5. MCCA A and HAP will evaluate the agreement at six months. Evaluation will be based on:
 - a. Clarity and outcome of MCCA A/HAP interactions;
 - b. Appropriateness of MCCA A clients;
 - c. Adherence to lease agreement.

HOUSING AUTHORITY OF PORTLAND

MULTNOMAH COUNTY, LESSEE

By _____
Donald E. Clark, Executive Director

By Gladys McCoy
Gladys McCoy, County Chair

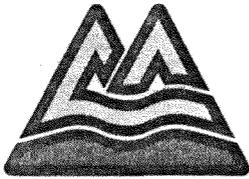
Date _____

Date 5/19/88

APPROVED AS TO FORM:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By John DeBay



MULTNOMAH COUNTY OREGON

18
5/16/88

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

May 19, 1988

Mr. Paul Yarborough, Director
Department of Environmental Services
2115 SE Morrison
Portland, OR

Dear Mr. Yarborough:

Be it remembered, that at a meeting of the Board of County Commissioners held May 19, 1988, the following action was taken:

In the matter of ratification of a Lease Agreement)
with the Housing Authority of Portland for use of)
a two bedroom apartment at Fir Acres, 19461 SE)
Yamhill Street to provide temporary/emergency)
housing for qualified persons or families for)
period May 1, 1988 to June 30, 1989 R-6)

Upon motion of Commissioner Casterline, duly seconded by Commissioner Miller, it is unanimously

ORDERED that said Intergovernmental Lease Agreement be ratified.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
Purchasing
Harriet Weber
Facilities & Property Management

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date 5/19/88
Agenda No. R-6

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Lease agreement with Housing Auth. of Portland

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Environmental Services DIVISION Facilities and Prop. Mgmt.

CONTACT Harold Holub TELEPHONE 3851

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Harold Holub

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

Lease agreement with HAP covering use of a two (2) bedroom apartment at Fir Acres, 19461 S E Yamhill Street, to provide temporary/emergency housing for qualifying persons/families. Program administered by MCCA, funded by State of Oregon.

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

ACTION REQUESTED:

- INFORMATION ONLY
- PRELIMINARY APPROVAL
- POLICY DIRECTION
- APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

- FISCAL/BUDGETARY
- General Fund

Other _____

*orig. D Holub
5/20/88*

1988 MAY 12 AM 11:21
COUNTY CLERK'S OFFICE
CLERK

SIGNATURES:

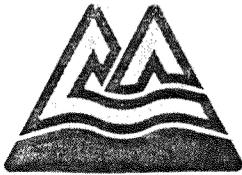
DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Duane Zussy (00)

BUDGET / PERSONNEL David C Sharr

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) Paul Mackey

OTHER H.L. Holub
(Purchasing, Facilities Management, etc.)

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



MULTNOMAH COUNTY OREGON

DHS #307

87-88

88-89

REAL PROPERTY LEASE DESCRIPTION FORM

- Revenue
- Expense
- Rent Free Agreement
- County Owned
- Road Fund
- Tax Title
- Sublease
- Intergovernmental Agreement _____
- Private Lease of a two (2) bedroom apartment for emergency housing program administered by MCCA

Property Management
 Contact Person Harold L. Holub Phone 3851 Date 4/19/88

Division Requesting Lease MCCAA
 Contact Person Ray Erickson Phone 5200

Lessor Name Housing Authority of Portland Effective Date May 1, 1988
 Mailing Address P O Box 13220 Termination Date June 30, 1989
Portland, OR. 97213 Term of Lease One (1) year, two (2) Months
 Phone _____ Total Amount of Agreement \$1232.00

Lessee Name Multnomah County, Oregon
 Mailing Address 2505 S E 11th Ave
Portland, OR 97202

Phone _____
Fir Acres
19461 S E Yamhill Street

Address of Leased Property Portland, Oregon

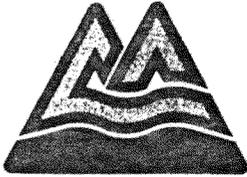
Payment Terms
 Annual \$ _____ Monthly \$ 88.00
 Other \$102.00 one time deposit

FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJ	SUB OBJ	REV SOURCE	SUB REV	REPT CATEG
156	010	1605		6170	01			

REQUIRED SIGNATURES:

X Department Head Dorothy Zussy (DC) Date 4/21/88
 County Counsel John L. DuBay Date 4/29/88
 Budget Office Tombrook Date 5-2-88
 Risk Manager _____ Date _____
 Property Management H. L. Holub Date 4/19/88
 County Executive/Sheriff Glady's Miller Date 5/4/88

CODE		FOR ACCOUNTING / PURCHASING USE ONLY									
VENDOR NAME		YEAR	AUTHORIZATION NOTICE						ENCUMBRANCE "APRON" ONLY		
LINE NO.	NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC DEC IND
	103078										



MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
CAROLINE MILLER • DISTRICT 3 COMMISSIONER
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Duane Zussy *Duane Zussy (cc)*
Director, Department of Human Services

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

DATE: April 21, 1988

SUBJECT: Recommendation for Approval of Housing Authority of Portland Lease Agreements

RECOMMENDATION: Social Services Division recommends Board Chair approval of the three Housing Authority of Portland Lease Agreements for the term May 1, 1988 through June 30, 1989.

ANALYSIS: The attached lease agreements allow MCCAAs Housing Program to lease three two bedroom apartments at \$88/month each. These units will be used to house homeless families and individuals and assist with transitioning them to more stable long term housing. The average length of stay in these emergency housing units is 3-4 months but no longer than 6 months. These units provide families and individuals a place to live while looking for work, catching up in school, overcome illness, etc.

BACKGROUND: The continued goal of the Homeless Project is to break the downward spiral of homeless individuals and families in poverty. Traditionally, the homeless have received only temporary shelter--a few nights, a week at most--before being put back onto the streets. Through providing a stable living environment and case management services for the family or individual, the cycle of homelessness may be broken.

Funding for this program is received annually from the Community Action Agency of Portland (CAAP). An amendment to the CAAP contract is currently in process (DHS #188-2) for an additional \$18,380 designated for homeless services such as this. During Technical Amendments, MCCAAs will identify and carry over the necessary amounts to cover these lease agreement costs.

LEASE

This lease, effective May 1, 1988, between the HOUSING AUTHORITY OF PORTLAND, a public body corporate and politic, hereinafter referred to as the Lessor, and MULTNOMAH COUNTY, a home rule subdivision of the State of Oregon, hereinafter referred to as the Lessee.

WITNESSETH:

I.

The property leased is that property located in the City of Portland, County of Multnomah, State of Oregon, described as:

Fir Acres, 19461 S.E. Yamhill Street, Portland, Oregon

Lessor and Lessee hereby accept this description as a legal description and waive any and all defenses to the validity of this lease based on said description of the premises.

II.

The term of this lease shall be for a period from the date first mentioned above through June 30, 1989. This lease shall be evaluated by both parties at least one month prior to renewal and shall be renewed on July 1, 1989, and annually thereafter unless terminated by either party hereto in the manner provided below. Lessee agrees to pay Lessor as rental, the sum of Eighty-Eight Dollars (\$88.00) a month. Payments shall be for each calendar month and shall be paid in advance not later than the first of each month. Rental payments shall be sent to Controller, Housing Authority of Portland, P.O. Box 13220, Portland, Oregon, 97213.

III.

Payments for utilities serving the leased premises will be made to appropriate utility companies by Lessee.

IV.

Lessee will pay a deposit of One Hundred Two Dollars (\$102.00) to be held by Lessor for the purpose of paying for repair of damages to the premises which are deemed to be above and beyond normal wear and tear at such time as the premises are vacated by the Lessee. The balance of the deposit not so used shall be refunded to Lessee, and likewise the costs of any repairs in the excess of the deposit shall be due to Lessor upon billing to Lessee.

V.

The Lessor or Lessee may terminate this lease upon not less than thirty (30) days written notice addressed to the other party's main administrative office.

VI.

Without the written consent of the Lessor endorsed hereon, this lease shall not be assigned or the leased premises sublet in whole or in part, and it is expressly agreed that if consent is once given by the Lessor to the assignment of this lease, or any interest therein, that Lessor shall not be barred from afterwards refusing to consent to any further assignment.

VII.

The Lessee has examined said space and accepts the same in its condition at the time when Lessee takes possession, and agrees to use the premises as a careful and prudent person would use their own and, upon expiration of the tenancy, to surrender the premises to the Lessor in as good condition as they are now in, save for wear and tear from reasonable and careful use. The Lessee shall make no alterations or improvements without first obtaining the Lessor's written

consent, and any additions, fixtures, alterations or improvements made by the Lessee shall be the Lessor's property at the termination of this lease. The Lessor shall have the right to enter the premises at reasonable times and intervals to examine the same or to make repairs or alterations, but except as hereinafter provided, nothing in this paragraph shall be construed as obligating the Lessor to make any repairs or alterations. Lessor will provide the routine and structural maintenance of the rental units on the same basis as its other apartments. Lessor agrees to perform no maintenance services for which Lessee might incur a charge without prior written consent by an appropriate Lessee staff person, except that in the case of an emergency where damage to property or personal injury is a threat, Lessor shall make repairs as required and notify Lessee thereafter. Lessee shall provide for the adequate cleaning of units following each occupant who vacates a unit and prior to occupancy of the unit by the next occupant at no cost to Lessor.

Lessor shall provide Lessee with a monthly summary of all maintenance work done on its premises for which Lessee is being billed. The charges to Lessee shall be due upon receipt of said summary/billing. (See Addendum for further definition of maintenance responsibilities).

VII.

In further consideration of this Lease Agreement, Lessee further agrees to:

Operate these units for the benefit of eligible low income persons and other eligible persons in the community needing emergency or transitional housing and case management, as defined in the addendum.

Provide a qualified staff to provide case management services for clients of Multnomah County Community Action Agency (MCCAA) at these units.

Establish and maintain appropriate records to ascertain the eligibility of MCCAA's clients in a timely manner as set forth in the guidelines and regulations of the Department of Housing and Urban Development and the Housing Authority of Portland.

The Lessee will provide yearly fiscal and program reports to the Lessor.

IX.

The Lessee shall not knowingly permit anything to be done on said premises tending to create a nuisance or disturbance to other tenants. The Lessee shall not do or knowingly permit to be done in said space anything which will increase the rate of insurance on the building of which the leased premises are a part, and the Lessee agrees to comply with all the ordinances relating to said premises.

The Lessee shall keep said leased premises clean and in sanitary condition to Lessor's Quality Standards.

The primary contact for the Lessee will be Ray Erickson or Lucia Pena, with the alternative contact being the Executive Director. The primary contact of the Lessor will be the Manager responsible for the units or the Area Administrator, the alternative being the Director of Housing Management.

X.

Each party to this agreement is responsible for the wrongdoings of its employees, agents and clients. Lessee's liability under this agreement is governed by the Oregon Tort Claims Act, ORS Chapter 30.260 et seq. Lessee further agrees to defend Lessor and Lessor's agents in the event of any suit arising out of Lessee's occupancy of the leased premises.

XI.

Lessor and Lessee agree and each does herewith release and waive all claims each has or may in the future have against the other for recovery of loss from damages caused by fire or the perils included in extended coverage endorsement. Each party shall purchase and own such fire insurance and extended coverage insurance as said party may wish, and neither party nor their insurance carrier shall claim recovery against the other or right of subrogation against the other, whether or not any loss is insured.

XII.

The Lessee shall not, in the provision of services, or in any manner, discriminate against any person on the grounds of age, race, color, creed, religion, sex, handicap, or national origin. The Lessee shall comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968, and any related rules and regulations.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

HOUSING AUTHORITY OF PORTLAND

MULTNOMAH COUNTY, LESSEE

By _____
Donald E. Clark, Executive Director

By *Gladys McCoy*
Gladys McCoy, County Chair

Date _____

Date *5/19/88*

APPROVED AS TO FORM:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By *John D. Bay*

ADDENDUM TO LEASE

For the purposes of this lease, routine maintenance shall mean work which Lessor would normally perform to maintain the quality of its facilities, which results from ordinary use and not from damage, and for which no charge is normally made. This work might include, but shall not be limited to the following:

- Repair of leaky faucets or drains
- Service on heating equipment
- Service on ranges or refrigerators
- Spraying for infestation
- Service to hot water tank
- Structural repairs due to deterioration of roofing, etc.
- Electrical repairs to switches, wiring, not including fuse replacement

Repairs for which Lessee will be charged will generally be related to damage to the premises or loss of equipment caused by willful or negligent acts of Lessee's staff, clients, or other persons. These may include but are not limited to:

- Lock changes
- Broken windows
- Plugged drains, toilets, or sanitary sewer lines
- Replacement of light bulbs and shades
- Removal of trash from inside or outside premises
- Replacement of shades and garbage cans whose useful life has not expired
- Any damage to premises or equipment where willful or negligent act is obvious

SPECIAL CONDITIONS

A. Screening:

Lessee, through Multnomah County Community Action Agency (MCCAA) will screen clients for the following prior to participation in the program. The parties acknowledge that MCCAA staff members will use their best efforts to select clients who meet all the standards set forth below:

1. Low income as defined by HUD;
2. Without a permanent domicile;
3. Willingness to enter into and follow a case management plan;
4. Not in need of 24-hour per day supervision;
5. Single parent with child(ren) in residence or two parent family with child(ren);
6. Not a danger to themselves or others.

B. Services

MCCAA shall provide for an array of services to residents to include:

1. Assignment of a primary case manager;
2. Development and ongoing assessment of a case management plan to include access to resources which may provide:
 - a. Training in independent living skills (i.e., cooking, house-keeping, self care, money management, etc.);
 - b. Obtain education, job training, employment and/or income necessary to support independent living;
 - c. Counseling/psychotherapy, medications, and 24 hour crisis intervention;
 - d. Assisting client to meet basic needs, including food, clothing, transportation, medical and dental care emergencies.

C. RELATIONSHIPS

1. MCCAA shall assign a liaison to HAP. Liaison will:
 - a. Notify resident manager of changes in occupancy;
 - b. Resolve resident problems such as damage to units and dangerous or inappropriate behavior.

2. MCCA A staff will be accessible 24 hours a day to HAP staff for non-maintenance emergencies.
3. MCCA A shall submit quarterly reports to Area Director identifying client demographics, reasons for clients' homelessness, length of stay per client and outcomes if known.
4. MCCA A shall establish means to move out tenants violating HAP/MCCA A rules.
5. MCCA A and HAP will evaluate the agreement at six months. Evaluation will be based on:
 - a. Clarity and outcome of MCCA A/HAP interactions;
 - b. Appropriateness of MCCA A clients;
 - c. Adherence to lease agreement.

HOUSING AUTHORITY OF PORTLAND

By Donald E. Clark, Executive Director

Date _____

MULTNOMAH COUNTY, LESSEE

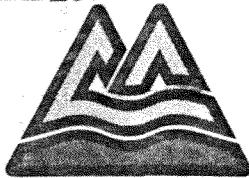
By Gladys McCoy, County Chair

Date 5/19/88

APPROVED AS TO FORM:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By John DeBay



MULTNOMAH COUNTY OREGON

18
5/16/88

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

May 19, 1988

Ms. Linda Alexander, Director
Department of General Services
1120 SW Fifth
Portland, OR

Dear Ms. Alexander:

Be it remembered, that at a meeting of the Board of County Commissioners held May 19, 1988, the following action was taken:

In the matter of Adoption by the Board of Commissioners of Amendments to the Dependent Care Assistance Plan for Multnomah County, Oregon))) RESOLUTION #88-80

Commissioner Miller explained that this Resolution merely changes the time when new employees may start this program. She moved, duly seconded by Commissioner Anderson, unanimously

ORDERED that said Resolution be approved.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By *Jane McGarvin*
Jane McGarvin
Clerk of the Board

jm
cc: Employee Relations

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date 5/19/88
Agenda No. R-7

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Dependent Care Assistance Plan

Informal Only* _____
(Date)

Formal Only May 19, 1988
(Date)

DEPARTMENT Department General Services DIVISION Employee Relations

CONTACT Merrie Ziady TELEPHONE 248-5015

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Merrie Ziady

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

The Dependent Care Assistance Plan is being amended to allow a continuous open enrollment period for new employees in accordance with Internal Revenue code section 125. This will allow new employees the opportunity to access the plan without waiting until the annual open enrollment period.

88-80

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

ACTION REQUESTED:

- INFORMATION ONLY
- PRELIMINARY APPROVAL
- POLICY DIRECTION
- APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

PERSONNEL

- FISCAL/BUDGETARY
- General Fund

orig To Ziady 5/26/88
~~_____~~
~~_____~~

Other none

1988 MAY 10 PM 5:38
COUNTY CLERK
COURT HOUSE
COLUMBIA, MO

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: *Linda D. Howard*

BUDGET / PERSONNEL _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) *Sandra Duffy*

OTHER *Malinda J. Feely*
(Purchasing, Facilities Management, etc.)

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR

MULTNOMAH COUNTY, OREGON

In the Matter of Adoption by the)
Board of Commissioners of the)
Dependent Care Assistance Plan for)
Multnomah County, Oregon.)

RESOLUTION

WHEREAS, the Federal Internal Revenue Service Code, Section 129 as amended, allows for the implementation of a Dependent Care Assistance Plan; and

WHEREAS, implementing such a plan according to the guidelines set forth in the Internal Revenue Code Section 125 would substantially benefit County employees and their families; and

WHEREAS, such a plan can be implemented at a negligible net cost to the County; and

WHEREAS, the County seeks to offer its employees a progressive and cost effective benefit package; and

WHEREAS, the County has studied various plans and alternatives and has determined that the attached plan best meets the needs of County employees;

NOW THEREFORE, BE IT RESOLVED that the Dependent Care Assistance Plan attached and marked Exhibit "A" is adopted as the Dependent Care Assistance Plan for Multnomah County.

DATED this 29th day of October, 1987.

FOR MULTNOMAH COUNTY, OREGON

(SEAL)

By Gladys McCoy
Gladys McCoy, Chair
Board of County Commissioners

APPROVED AS TO FORM:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By Laurence Kessel

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Adoption by the)
Board of Commissioners of)
Amendments to the Dependent Care) RESOLUTION
Assistance Plan for Multnomah) #88-80
County, Oregon)

WHEREAS, the County has become aware that a hardship exists for new employees who are unable to participate in the Dependent Care Assistance Plan (the Plan) until the annual 30-day open-enrollment period occurs; and

WHEREAS, the County seeks to offer all employees a progressive and cost effective benefit package; and

WHEREAS, Internal Revenue Code Section 125 allows new employees to enroll in a Plan within 30 days from date of hire; and

WHEREAS, a continuous open enrollment period for new employees will not adversely affect the administration of the Plan;

NOW THEREFORE, BE IT RESOLVED that the Dependent Care Assistance Plan (see Exhibit "A" attached) Sections (2) (j), (3) (a) and (5) (a) (1) (A) are amended as follows:

2. Definitions

. . . (j) "Enrollment period" means the 30-day period during which employees may file a Dependent Care Assistance Form with the Administrators. The Administrators shall designate a 30-day enrollment period in advance of each plan year. For new employees, the enrollment period is 30 days from date of hire.

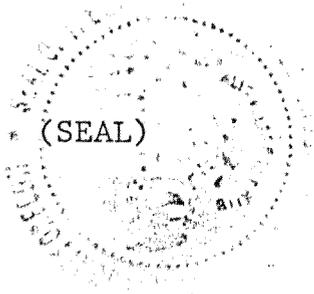
3. Eligibility and Enrollment.

(a) All classified and unclassified employees working at least twenty (20) hours per week are eligible to participate in the Plan.

5. Funding

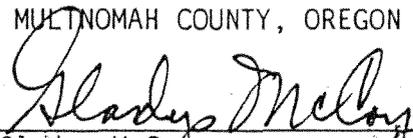
(a) (1) (A) The sum must be designated by the participant during the enrollment period.

DATED the 19th day of May, 1988.



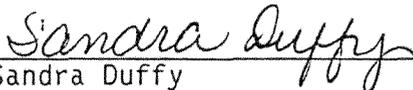
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By


Gladys McCoy
Multnomah County Chair

APPROVED AS TO FORM:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY OREGON

By 
Sandra Duffy
Assistant County Counsel

1749F

MULTNOMAH COUNTY
EMPLOYEES' DEPENDENT CARE ASSISTANCE PLAN
JANUARY 1, 1988

1. Purpose.

The purpose of this Plan is to reimburse County employees for the cost of dependent care expenses incurred by such employees. This Plan is intended to qualify as a plan providing dependent care assistance within the meaning of Section 129(d)(1) of the Internal Revenue Code of 1954, as amended, and it is intended that the amounts reimbursed pursuant to this Plan be eligible for exclusion from the taxable income of a participant under Section 129(a) of the Internal Revenue Code of 1954, as amended. This Plan is to be implemented in accordance with Section 125 of the Internal Revenue Code of 1954, as amended, which allows the County to enter into salary reduction agreements with its employees in order to fund dependent care assistance plans.

2. Definitions.

As used in this Plan, the following terms will have the meaning ascribed to them in this Section.

(a) "Administrators" shall mean the Finance Manager and the Employee Health and Benefits Coordinator or anyone designated by them to manage and direct the operation and administration of this Plan.

(b) "Change in family status" means an event which allows a participant to make a change during the plan year in the amount of his/her salary reduction for deposit into his/her dependent care account. Changes in family status are defined in accordance with the Internal Revenue Code, and include birth, adoption, death, marriage, divorce, or termination of a spouse's employment.

(c) "County" shall mean Multnomah County, Oregon.

(d) "Code" shall mean the Internal Revenue Code of 1954, as amended and the regulations issued thereunder. References to a Code Section or regulation shall be deemed to be to that Section as it now exists and to any successor provision.

(e) "Dependent care services" means household services or care for a qualifying individual, provided that such services and care are required in order to enable a participant to be gainfully employed for any period during which there are one or more qualifying individuals with respect to the participant.

(f) "Dependent" includes any individual who is a dependent within the meaning of Code Section 152 and in the case of a participant who is divorced, legally separated, or separated under a written separation agreement, the term dependent includes a child who meets the dependency test appearing in 26 CFR § 1.44A-1(b)(2) or any successor provision.

(g) "Dependent care center" is any facility which:

(1) Provides care for more than six individuals (other than individuals who reside at the facility), and;

(2) Receives a fee, payment, or grant for providing services for any of such individuals (regardless of whether such facility is operated for profit).

(h) "Earned income" shall have the meaning given such term in Code Section 32(c)(2), but such term shall not include any amounts paid to a participant for dependent care services.

(i) "Educational institution" means any college or university maintaining a regular faculty and curriculum and having a regularly enrolled body of students in attendance at the place where its educational activities are carried on.

(j) "Enrollment period" means the 30 day period during which eligible employees may file a Dependent Care Assistance Form with the Administrators. The Administrators shall designate an enrollment period in advance of each plan year.

(k) "Employee" shall mean anyone who is an employee of the County according to the Internal Revenue Code. Volunteers and Independent contractors are not employees.

(l) "Participant" means anyone who is or has been an employee of the County during the plan year, and who has satisfied the eligibility and enrollment requirements of Section 3 of this Plan.

(m) "Plan" means the County Dependent Care Assistance Plan as set forth herein.

(n) "Plan year" shall mean the 12-month period commencing January 1, and ending December 31.

(o) "Qualifying individual" means:

(1) A dependent of the participant who is under the age of 15 and for whom the participant is entitled to a deduction for a personal exemption under Code Section 151(c); or

(2) A dependent of the participant who is physically or mentally incapable of self care;

(3) A participant's spouse who is physically or mentally incapable of self care.

(p) "Student" means an individual who during each of 5 calendar months during a plan year is a full-time student at an educational institution.

3. Eligibility and Enrollment.

(a) Only employees in the following categories are eligible to participate:

(1) Unclassified employees who are regularly scheduled to work at least 20 hours a week.

(2) Permanent classified employees.

(b) Otherwise eligible members of collective bargaining units may participate only if participation is authorized by their respective collective bargaining agreements with the County. When enabling language is not included in an agreement, a unit may authorize participation by executing a memorandum of exception.

(c) Eligible employees may enroll in the plan by completing and filing a Dependent Care Assistance form with the Administrator during the enrollment period.

(d) A participant's contributions to the plan shall terminate when he or she ceases to be an employee or when it is determined by the Administrators that the employee no longer meets the eligibility criteria of this Section. Contributions may thereafter be resumed upon satisfaction of the requirements of this Section.

4. Benefits.

(a) Participants will be reimbursed for dependent care expenses incurred during the plan year with funds supplied through salary reduction agreements entered into by such participants and the County.

(1) The total amount of reimbursement to a participant for any plan year shall not exceed:

A. In the case of a participant who is not married at the close of such plan year, the earned income of such participant for such year; or

B. In the case of a participant who is married at the close of such plan year, the lesser of

1. The earned income of such participant for such plan year, or

2. The earned income of the spouse of such participant for such plan year. In determining the earned income of a spouse who is a student or incapable of self care, it shall be deemed for each month during which such spouse is a student at an educational institution or is incapable of self care that such spouse has an earned income not less than:

(i) \$200 if there is one qualifying individual with respect to the participant, or

(ii) \$400 if there are two or more qualifying individuals with respect to the participant.

C. If a participant's spouse also participates in the County's Plan or in a similar plan with another employer, the sum of the participant's and the spouse's reimbursements will not exceed \$5,000.

D. In any case, the total reimbursement will not exceed \$5,000 per participant per plan year.

(2) Disbursements from participants' accounts are subject to the following restrictions:

A. Funds cannot be disbursed for any other purpose than to reimburse participants for dependent care expenses.

B. Funds realized from salary reductions made during one plan year cannot be disbursed to cover expenses incurred during any other plan year.

C. Claims for reimbursement of expenses incurred during any plan year (January 1 to December 31) will be accepted from January 15 of the plan year to January 14 of the subsequent plan year. A statement of account will be sent to each participant by January 31 of the subsequent plan year.

D. Any funds realized from salary reductions made the previous plan year which remain in participants' accounts on January 15 will be transferred to the County's General Fund.

(3) Reimbursement will not be paid to a participant for dependent care services provided by an individual for whom the participant or the participant's spouse was allowed a deduction for dependents under Code Section 151(c) for the plan year during which the service is provided.

(4) Reimbursement will not be paid to a participant for dependent care services provided by a child of the participant (within the meaning of Code Section 151(c)(3)) under the age of 19 at the close of the plan year during which the service is provided.

(5) Services provided outside the participant's household.

A. A participant shall be reimbursed for the cost of dependent care services provided outside the participant's household (including services provided at a dependent care center) only if such services are provided for either a qualifying individual described in section 2 (o)(1); or any other qualifying individuals who regularly spend at least 8 hours each day in the participant's household.

B. Notwithstanding the previous sentence, a participant will not receive reimbursement for the cost of dependent care services provided by a dependent care center unless the dependent care center complies with all applicable laws and regulations of the state or unit of local government where such center is located, (e.g., requirements for licensing, if applicable, and building and fire code regulations).

(b) The County may elect to pay certain providers of dependent care services directly. Such payments shall be deemed to be reimbursement to the participant.

(c) Dependent care service expenses shall be paid for or reimbursed only if the care was provided to or on behalf of a participant during the period a participant is covered by this Plan.

(d) Dependent care service expenses will be treated as having been incurred when the dependent care service is provided and not when the participant is formally billed, charged for, or pays for the dependent care.

5. Funding.

(a) The dependent care assistance plan set forth herein will be funded through salary reduction agreements between the participant and the County. All administrative costs will be absorbed by the County and no fees to cover such costs will be deducted from participants' wages.

(b) An eligible employee may enter into a salary reduction agreement with the County to fund a dependent care reimbursement account. Monies in the account will be used to reimburse the participant for allowable dependent care expenses incurred during the plan year. (Allowable expenses are defined by the Internal Revenue Code.)

(1) The sum by which the participant's salary is reduced is subject to the following restrictions:

A. The sum must be designated by the participant during the enrollment period ~~in advance of the plan year.~~

B. The sum cannot be changed during the plan year unless the participant has a change of family status. Any change must be consistent with the change in family status.

(c) It is understood that the amount a participant's salary is reduced under this Plan shall continue to be included as regular salary for the purpose of computing the retirement and pension benefits or life and disability insurance benefits accruing to the participant, but that amount shall not be considered current taxable income for the purpose of computing social security benefits or federal and state income taxes withheld on behalf of the participant.

(d) All amounts by which compensation is reduced under this Plan remain the property of the County until the amounts are disbursed to or on the behalf of participants in accordance with the terms of their salary reduction agreements with the County and with the terms of the County's Dependent Care Assistance Plan. All such property shall remain the unrestricted assets of the County and are subject to recovery by the County's general creditors only.

6. Administrators.

(a) This Plan shall be administered by the Administrators described in Section 2 (a). The Administrators shall have responsibility for the general operation of this Plan and shall have the power and duty to decide all questions arising in connection with its administration, interpretation and application. The Administrators shall take all actions and make all decisions that shall be necessary to carry out the provisions of the Plan, including but not limited to:

- (1) Determining an employee's eligibility to participate;
- (2) Promulgating rules of procedure and keeping records necessary for the proper and efficient administration of this Plan;
- (3) Furnishing the Board of County Commissioners and the participants with information they may require;

(4) Engaging the service of such agents as the Administrators may deem advisable to assist in the performance of the Administrators' duties;

(5) Consulting with the County Counsel with respect to the meaning or construction of this Plan and the Administrators' duties thereunder; and

(6) Assuming responsibility for all applicable reporting and disclosure requirements, and engaging the service of agents to assist with reporting and disclosure requirements.

(b) On or before January 31 of each year, the Administrators shall furnish the participants who received reimbursement under this Plan during the preceding calendar year with a written statement showing the amount of reimbursement they received during the preceding calendar year.

(c) Reasonable notification of the availability and terms of this Plan shall be provided to all employees of the County by the Administrators.

7. Claims Procedure.

(a) Any participant, beneficiary, or duly authorized representative of a participant may file a request for reimbursement with the Administrators. The request for reimbursement shall be in writing, in the form prescribed by the Administrators, and shall contain such information as the Administrators shall require, including:

(1) The dependent or dependents for whom the dependent care services were provided;

(2) The nature of the dependent care services performed for the participant, and the amount of reimbursement requested;

(3) The relationship, if any, of the person performing the services to the participant;

(4) If the dependent care services were performed by a child of the participant, the age of the child;

(5) A statement as to where the dependent care services were performed;

(6) If any of the dependent care services were performed outside the participant's household, a statement as to whether the dependent for whom such services were performed has spent at least 8 hours a day in the participant's household;

(7) If the services were performed in a dependent care center, a statement that;

A. The dependent care center complies with all applicable laws, regulations and ordinances of the state, county and city where it is located;

B. The dependent care center provides for more than six individuals (other than individuals residing at the center) and

C. The amount of the fee paid to the dependent care center;

(8) If the participant is married a statement that (a) the participant's spouse's salary or wages is at least equal to the amount of the salary reduction if the spouse is employed, or (b) if the participant's spouse is not employed, a statement that the spouse is not employed, a statement that the spouse is incapable of self care or that the spouse is a full-time student attending an educational institution and the months during which the spouse will attend such institution.

(b) All reimbursement requests, except those where the County has elected to make payment directly to the provider of the services, must be accompanied by the provider's bill and proof of payment by the participant.

(c) Requests for reimbursement shall normally be processed within the same month the claim is received provided that such claim is received by the 15th of the month. Where additional information is required to process the claim or where no reimbursement is payable, a written notice/explanation shall be sent to the claimant within 30 days of claim filing. The eligibility of all claims shall be determined by the Administrators within 60 days of the receipt by the Administrators of proper documentation. The decision of the Administrators regarding claim eligibility shall be final.

8. Miscellaneous Provisions.

(a) The Board of County Commissioners may amend this Plan in any manner at any time provided, however, that no amendment shall reduce or eliminate benefits retroactively. The Board of County Commissioners may terminate this plan, in whole or in part, at any time.

(b) The Administrators may amend this Plan in any manner at any time provided they determine that the amendment would not do any of the following:

- (1) Reduce or eliminate benefits retroactively.
- (2) Bring the Plan out of compliance with the Internal Revenue Code.
- (3) Expose the County to potential liability.

(c) The County and the Administrators shall have no liability for action taken in good faith under this Plan. The County shall indemnify and defend any County employee from any claim or liability that:

- (1) Arises from any action or inaction in administration of this Plan absent willful misconduct or bad faith; and
- (2) Is not covered by insurance.

(d) The County reserves the right to unilaterally adjust salary reductions and benefits accruing to highly compensated employees to bring the Plan into compliance with non-discrimination requirements set forth in the Code.

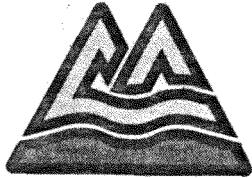
(e) Nothing contained in this Plan shall be deemed to give any participant the right to be retained in the service of the County or to interfere with the right of the County to discharge any participant at any time regardless of the effect which such discharge shall have upon such employee as a participant under this plan.

(f) Except as otherwise provided by law, the benefits provided hereunder shall not be subject to assignment, anticipation, alienation, attachment, levy or transfer and any attempt to do so shall not be recognized.

(g) This Plan shall be interpreted in accordance with the laws of the State of Oregon except to the extent that the laws of Oregon are preempted by any federal law.

(h) The Dependent Care Assistance Plan and Agreement is to comply with and be administered consistent with Sections 125 and 129, as amended, of the Internal Revenue Code.

8063E/EU/1d



MULTNOMAH COUNTY OREGON

18-19
JILW

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

May 19, 1988

Mr. Duane Zussy, Director
Department of Human Services
426 SW Stark
Portland, OR

Dear Mr. Zussy:

Be it remembered, that at a meeting of the Board of County Commissioners held May 19, 1988, the following action was taken:

Discussion regarding spending of County monies)
by Cascade AIDS project)

Roger VanZanten, 3939 SE 317th, Troutdale, reported Cascade AIDS Project is flooding the NE Portland area with pamphlets regarding homosexual activities. He submitted the pamphlets, and requested the Board order the program to cease and desist in its distribution of this kind of information.

Commissioner Casterline said there are no County monies spent on this type of pamphlet, and a memo listing how County monies are spent is available.

Commissioner Miller stated the Board cannot, and will not do anything to stop the organization from distributing literature since it is a private organization, and the Board has no control because of rights under the First Amendment of the Constitution.

The Board further assured Mr. VanZanten that County monies are not involved in either the printing, nor the distribution of this type of literature.

Following discussion, Mr. VanZanten requested information be sent to him regarding how County monies are spent by Cascade AIDS Project, which they are required to report to the County.

Commissioner Casterline said the organization does report to the County regarding how County money is spent; and assured him, again, it is not spent for publication of literature like he submitted. She added, the Board has no control over how they spend money raised from other sources.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Health Division
Commissioner Casterline