

ANNOTATED MINUTES

Tuesday, January 3, 1995 - 10:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

SPECIAL MEETING

Vice-Chair Tanya Collier convened the meeting at 10:31 a.m., with Commissioners Sharron Kelley, Gary Hansen, Dan Saltzman and Beverly Stein present.

S-1 SWEARING IN CEREMONY

- a. Call to Order and Greeting by Chair Beverly Stein
- b. Oath of Office of Commissioner Gary Hansen Administered by Judge Harl Haas
- c. Oath of Office of Chair Beverly Stein Administered by Judge Elizabeth Welch
- d. Oath of Office of Auditor Gary Blackmer Administered by Judge Elizabeth Welch
- e. Reception Immediately Following

JUDGE HARL HAAS COMMENTED AND ADMINISTERED OATH OF OFFICE FOR GARY HANSEN. JUDGE ELIZABETH WELCH COMMENTED AND ADMINISTERED OATH OF OFFICE FOR BEVERLY STEIN AND GARY BLACKMER. COMMISSIONER HANSEN, AUDITOR BLACKMER AND CHAIR STEIN PRESENTED ACKNOWLEDGEMENTS AND COMMENTS REGARDING FOCUS FOR NEXT FOUR YEARS.

There being no further business, the meeting was adjourned at 10:50 a.m.

OFFICE OF THE BOARD CLERK
for MULTNOMAH COUNTY, OREGON



Deborah L. Bogstad

Thursday, January 5, 1995 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

REGULAR MEETING

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

PUBLIC COMMENT

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

NO ONE WISHED TO COMMENT.

CONSENT CALENDAR

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER SALTZMAN, THE CONSENT CALENDAR (ITEMS C-1 THROUGH C-4) WAS UNANIMOUSLY APPROVED.

SHERIFF'S OFFICE

- C-1 Restaurant OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for CHINA GATEWAY CO., 11642 NE HALSEY, PORTLAND

DEPARTMENT OF HEALTH

- C-2 Ratification of Intergovernmental Agreement Contract 201635 Between the Regents of the University of Minnesota and Multnomah County, Providing Reimbursement for the County to Conduct a Street-Based Study of the Incidence of Tuberculosis Among Individuals Injecting Drugs, for the Period September 1, 1994 through July 31, 1995

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-3 ORDER in the Matter of the Execution of Deed D951155 Upon Complete Performance of a Contract to DONNA M. GILLPATRICK

ORDER 95-1.

- C-4 ORDER in the Matter of the Execution of Deed D951156 for Certain Tax Acquired Property to GEOFFREY M. GIBBENS

ORDER 95-2.

REGULAR AGENDA

NON-DEPARTMENTAL

- R-2 In the Matter of the Appointment of Vice-Chair for the 1995 Calendar Year Pursuant to Section 3.60 of the Home Rule Charter of Multnomah County

UPON MOTION OF COMMISSIONER SALTZMAN, SECONDED BY COMMISSIONER COLLIER, COMMISSIONER SHARRON KELLEY WAS UNANIMOUSLY APPOINTED AS VICE-CHAIR FOR THE 1995 CALENDAR YEAR. BOARD COMMENTS IN APPRECIATION OF COMMISSIONER TANYA COLLIER AND STAFF ASSISTANT STUART FARMER.

- R-3 RESOLUTION in the Matter of Declaring a Vacancy in the Office of the County Sheriff and Calling an Election to Fill the Vacancy [March 28, 1995]

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, RESOLUTION 95-3 WAS UNANIMOUSLY APPROVED SETTING MARCH 28, 1995 FOR THE ELECTION.

- R-4 ORDER in the Matter of Designation of Newspapers of General Circulation in the County for Required Election Publications

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, ORDER 95-4 WAS UNANIMOUSLY APPROVED.

- R-5 Budget Modification NOND 3 Requesting Authorization to Reclassify a Fiscal Assistant to a Fiscal Assistant Senior in the Payroll Section of the Finance Division

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, R-5 WAS UNANIMOUSLY APPROVED.

SHERIFF'S OFFICE

- R-6 Budget Modification MCSO 9 Requesting Authorization to Transfer \$14,000 from the Inmate Fund Contingency to the Inmate Welfare Fund Budget to Pay for a Work in Lieu of Jail Program

COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-6. LARRY AAB, GREG SCHAR AND MIKE SKOPHAMMER EXPLANATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

There being no further business, the meeting was adjourned at 9:56 a.m.

OFFICE OF THE BOARD CLERK
for MULTNOMAH COUNTY, OREGON

Deborah L. Bogstad
Deborah L. Bogstad

Friday, January 6, 1995 - 9:00 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

WORK SESSION

WS-1 Board and Managers Discussion on the 1994-95 Mid-Year Performance Report; Review Status of Current Year Action Plans and Key Results Measures; and Updates on 3-6 High Priority Action Plans, for the Following:

9:00 - 11:00 Multnomah County Sheriff's Office

JOHN BUNNELL, MEL HEDGPETH, CURTIS HANSEN, TERRY JONES, JAY HEIDENRICH, BOBBI LUNA, RICH HAUG, BILL WOOD AND CAROL ABEL PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. CBAC MEMBER ROBERT WYLIE PRESENT. TARGET CITIES IN JAIL INTERVENTION PROGRAM BRIEFING SCHEDULED FOR THURSDAY, FEBRUARY 9, 1995.

11:00 - 12:00 Juvenile Justice Division

JIM ANDERSON, BILL FOGARTY, RICH SCOTT, BILL MORRIS, JANN BROWN AND RICK JENSEN PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. CBAC MEMBER SHANE ENDICOTT PRESENT. STAFF DIRECTED TO LOOK INTO ADDING LAY CITIZENS TO POLICY COMMITTEE MEMBERSHIP.



MULTNOMAH COUNTY OREGON

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

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

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

JANUARY 2, 1995 - JANUARY 6, 1995

Monday, January 2, 1995 - NEW YEAR'S DAY HOLIDAY - OFFICES CLOSED

Tuesday, January 3, 1995 - 10:30 AM - Special Meeting Page 2

Thursday, January 5, 1995 - 9:30 AM - Regular Meeting Page 2

Friday, January 6, 1995 - 9:00 AM - Work Session Page 3

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

Thursday, 6:00 PM, Channel 30

Friday, 10:00 PM, Channel 30

Saturday, 12:30 PM, Channel 30

Sunday, 1:00 PM, Channel 30

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

Tuesday, January 3, 1995 - 10:30 AM

Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

SPECIAL MEETING

S-1 SWEARING IN CEREMONY

- a. *Call to Order and Greeting by Chair Beverly Stein*
 - b. *Oath of Office of Commissioner Gary Hansen Administered by Judge Harl Haas*
 - c. *Oath of Office of Chair Beverly Stein Administered by Judge Elizabeth Welch*
 - d. *Oath of Office of Auditor Gary Blackmer Administered by Judge Elizabeth Welch*
 - e. *Reception Immediately Following*
-

Thursday, January 5, 1995 - 9:30 AM

Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

REGULAR MEETING

CONSENT CALENDAR

SHERIFF'S OFFICE

- C-1 *Restaurant OLCC License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for CHINA GATEWAY CO., 11642 NE HALSEY, PORTLAND*

DEPARTMENT OF HEALTH

- C-2 *Ratification of Intergovernmental Agreement Contract 201635 Between the Regents of the University of Minnesota and Multnomah County, Providing Reimbursement for the County to Conduct a Street-Based Study of the Incidence of Tuberculosis Among Individuals Injecting Drugs, for the Period September 1, 1994 through July 31, 1995*

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-3 *ORDER in the Matter of the Execution of Deed D951155 Upon Complete Performance of a Contract to DONNA M. GILLPATRICK*
- C-4 *ORDER in the Matter of the Execution of Deed D951156 for Certain Tax Acquired Property to GEOFFREY M. GIBBENS*

REGULAR AGENDA

PUBLIC COMMENT

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

NON-DEPARTMENTAL

- R-2 *In the Matter of the Appointment of Vice-Chair for the 1995 Calendar Year Pursuant to Section 3.60 of the Home Rule Charter of Multnomah County*
- R-3 *RESOLUTION in the Matter of Declaring a Vacancy in the Office of the County Sheriff and Calling an Election to Fill the Vacancy [March 28, 1995]*
- R-4 *ORDER in the Matter of Designation of Newspapers of General Circulation in the County for Required Election Publications*
- R-5 *Budget Modification NOND 3 Requesting Authorization to Reclassify a Fiscal Assistant to a Fiscal Assistant Senior in the Payroll Section of the Finance Division*

SHERIFF'S OFFICE

- R-6 *Budget Modification MCSO 9 Requesting Authorization to Transfer \$14,000 from the Inmate Fund Contingency to the Inmate Welfare Fund Budget to Pay for a Work in Lieu of Jail Program*

Friday, January 6, 1995 - 9:00 AM

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

WORK SESSION

- WS-1 *Board and Managers Discussion on the 1994-95 Mid-Year Performance Report; Review Status of Current Year Action Plans and Key Results Measures; and Updates on 3-6 High Priority Action Plans, for the Following:*

*9:00 - 11:00 Multnomah County Sheriff's Office
11:00 - 12:00 Juvenile Justice Division*

MEETING DATE JAN 0 5 1995

AGENDA NO. C-1

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

Subject: OLCC LICENSE RENEWAL

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING Date Requested: _____

Amount of Time Needed: _____

DEPARTMENT Sheriff's Office DIVISION _____

CONTACT Sergeant Bob Barnhart TELEPHONE 251-2431

BLDG/ROOM # 313/115

PERSON(S) MAKING PRESENTATION: Sergeant Barnhart

ACTION REQUESTED:

() INFORMATIONAL ONLY () POLICY DIRECTION (X) APPROVAL () OTHER

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

This is an OLCC Restaurant License Renewal Application for the China Gateway Co., 11642 NE Halsey, Portland, Oregon 97220. The applicant, Kitty Maks' background check has been completed and no criminal history was found.

1/5/95 ORIGINAL TO SGT. BARNHART

SIGNATURES REQUIRED:

ELECTED OFFICIAL: *JL Bunnell*

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any questions call the Office of the Board Clerk, 248-3277/248-5222

BOARD OF
COUNTY COMMISSIONERS
DEC 23 4 10 45
POLK COUNTY
OREGON

Be H Jones ok

LICENSE RENEWAL APPLICATION

OREGON LIQUOR CONTROL COMMISSION P.O. BOX 22297 PORTLAND, OREGON 97222 PHONE 1-800-452-6522 1995

SYMBOL	CLASSIFICATION	FEES	DISTRICT	CITY/COUNTY	DPLRN	CODE
R	RESTAURANT SERVER EDUCATION STUDENT FEE	\$200.00 2.60	1	2600	R14092A	C

IF YOU DO NOT COMPLETE THIS APPLICATION FULLY, WE WILL RETURN IT TO YOU FOR COMPLETION. WE CANNOT CONSIDER AN INCOMPLETE APPLICATION. YOUR LICENSE EXPIRES DECEMBER 31, 1994.

CHINA GATEWAY CO INC
CHINA GATEWAY CO
11642 NE HALSEY
PORTLAND OR

97220

CHINA GATEWAY CO INC

M MAK KITTY

T

CHINA GATEWAY CO
11642 NE HALSEY
PORTLAND OR

97220

* Is Server Education designee(s), indicated by *T* above, correct? Yes No

** If no, who is your new designee? _____ SS# _____

- Please list a daytime phone number in case we need more information: (503) 288-5357
- Were you or anyone else who holds a financial interest in these premises arrested or convicted of any crime, violation or infraction of any law during the past year? (DO NOT INCLUDE MINOR TRAFFIC VIOLATIONS FOR WHICH A FINE OR BAIL FORFEITURE OF \$50.00 OR LESS WAS IMPOSED).

YES _____ NO IF YES, PLEASE GIVE NAME OF INDIVIDUAL(S): _____

OFFENSE	DATE	CITY/STATE	RESULT

3. Will anyone share in the profits who is not a licensee? YES _____ NO

If yes, please give name(s) and explain: _____

4. Did you make any significant changes in operation during the past year that you have not reported to the OLCC, such as changes in menu, hours of operation, or remodeling?

YES _____ NO IF YES, EXPLAIN: _____

RENEWAL FEE / SERVER EDUCATION STUDENT FEE

DO NOT MAIL CASH. ENCLOSE A CHECK OR MONEY ORDER FOR \$202.60 MADE PAYABLE TO OLCC.

LATE RENEWAL ADDITIONAL FEE

If the OLCC has your complete renewal application by 12-12-94, indicated by a legible postmark, there is no late charge. From 12-12-94 to 12-31-94, you will have to pay a late fee of \$50.00. After 12-31-94, the late fee is \$80.00.

ENDORSEMENT

The (CITY OR COUNTY OF) MULTNOMAH recommends that this license be GRANTED REFUSED

DATE OF ENDORSEMENT: 1/5/95

SIGNED: *Beverly Stein*
BEVERLY STEIN

TITLE OF SIGNER: MULTNOMAH COUNTY COMMISSION CHAIR

SIGNATURES

EACH LICENSEE or authorized corporate officer must sign this application. If a licensee is not available, another person may sign ONLY if the signer includes legal authorization for the signature.

KITTY MAK
PRINT YOUR NAME

PRINT YOUR NAME

PRINT YOUR NAME

Kitty mak
SIGNATURE

SIGNATURE

SIGNATURE

DATE

DATE

DATE

575-02-3488 (1-11-51)
SOCIAL SECURITY NUMBER

SOCIAL SECURITY NUMBER

SOCIAL SECURITY NUMBER

D.O.B.

D.O.B.

D.O.B.

****NOTICE** All employees who serve or sell alcoholic beverages MUST have a valid Service Permit.**

MEETING DATE: JAN 0 5 1995

AGENDA NO.: C-2

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of intergovernmental agreement with the University of Minnesota

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: 12/29/94

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health DIVISION: _____

CONTACT: Fronk TELEPHONE #: x4274

BLDG/ROOM #: 160/8

PERSON(S) MAKING PRESENTATION: Fronk

ACTION REQUESTED:

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

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

Ratification of renewal of intergovernmental agreement contract #28163 with the Regents of the University of Minnesota for the period September 1, 1994 to and including July 31, 1995. The University of Minnesota will reimburse the county for conducting a street-based study of the incidence of tuberculosis among individuals injecting drugs.

1/5/95 ORIGINALS to HERMAN BRAME

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

Or

DEPARTMENT MANAGER: Bill Odegaard

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222
5654

BOARD OF COUNTY COMMISSIONERS
1994 DEC 28 11:05 AM
MITCHELL COUNTY
OREGON



MULTNOMAH COUNTY OREGON



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

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

MEMORANDUM

TO: Board of County Commissioners

FROM: *Bill* Bill Odegaard

REQUESTED PLACEMENT DATE:

DATE: December 9, 1994

SUBJECT: Renewal of agreement with the University of Minnesota

- I. Recommendation/Action Requested: The Board is requested to approve this renewal of an agreement with the Regents of the University of Minnesota for the period September 1, 1994 to and including July 31, 1995. The county received the agreement in December 1994, but will be reimbursed for any suitable expenditures from September 1, 1994 onward.
- II. Background/Analysis: The first agreement was executed March 24, 1994 and expired August 31, 1994. The University of Minnesota has received a grant from the U.S. Department of Health and Human Resources to conduct a three-city street-based study of the incidence of tuberculosis among individuals injecting drugs.
- III. Financial Impact: Multnomah County will be reimbursed \$86,266 for performing the study in Portland.
- IV. Legal Issues: None.
- V. Controversial Issues: None.
- VI. Link to Current County Policies: None.
- VII. Citizens Participation: None.
- VIII. Other Government Participation: None



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 201635
Amendment # _____

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCR B Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-2</u> DATE <u>1/5/95</u></p> <p><u>DEB BOGSTAD</u> BOARD CLERK</p> <hr/> <p>REVENUE</p>
--	---	--

Department HEALTH Division _____ Date _____

Contract Originator Brame Phone x2670 Bldg/Room 160/8

Administrative Contact Fronk Phone x4274 Bldg/Room 160/7

Description of Contract Perform study of the incidence of tuberculosis among individuals injecting drugs.

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

ORS/AR # _____ Contractor is MBE WBE ORF

Contractor Name University of Minnesota

Mailing Address 1100 Washington Avenue S., Suite 201
Minneapolis, MN. 55415-1226

Phone (612) 624-5599

Employer ID# or SS# _____

Effective Date September 1, 1994

Termination Date July 31, 1995

Original Contract Amount \$ 86,266.00

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

University of Minnesota will issue P.O. #N6636149402 upon execution of contract

Remittance Address _____ (If Different)

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt

Monthly \$ _____ Net 30

Other \$ Upon submission of invoice Other _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Bilge Odgaard

Purchasing Director Beverly Stein
(Class II Contracts Only)

County Counsel _____

County Chair / Sheriff BEVERLY STEIN

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

Encumber: Yes No

Date 12/19/94

Date _____

Date 12/19/94

Date 1/5/95

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.	156	015	0420						U Minn. TB	\$86,266.00	
02.											
03.											

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

AGREEMENT BETWEEN
THE REGENTS OF THE UNIVERSITY OF MINNESOTA
AND
MULTNOMAH COUNTY HEALTH DEPARTMENT

This agreement entered into by and between the Regents of the University of Minnesota (hereinafter called the University), an educational institution existing under the laws of the State of Minnesota, with its responsible office located at 1100 Washington Avenue South, Suite 201, Office of Research and Technology Transfer Administration, Minneapolis, Minnesota, 55415-1226, and the Multnomah County Health Department (hereinafter referred to as the Collaborating Institution).

WHEREAS, the University has received Grant 5R01-DA08808-02 from the Department of Health and Human Services, hereinafter referred to as the prime grant, and

WHEREAS, the parties hereto enter into an agreement calling for work described under Article I - Workslope.

This agreement has been prepared for the consideration and approval of the Collaborating Institution. It will become an agreement in full force and effect upon execution by a duly authorized representative and/or officer of the Collaborating Institution and the University. Any addition, deletion or other modification of this agreement shall be set forth as Attachment.

In witness whereof the parties have hereto set their hands and each warrants that he is empowered and authorized to execute this agreement.

REGENTS OF THE
UNIVERSITY OF MINNESOTA

COLLABORATING INSTITUTION

BY: Mary Lou Weiss
Mary Lou Weiss
Assistant Director
TITLE: Research Administration

BY: Beverly Stein
Beverly Stein
TITLE: Multnomah County Chair

DATE: December 7, 1994

DATE: January 5, 1995

REVIEWED

By Juanita Kessler 12/07/94
MULTNOMAH COUNTY COUNSEL

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-2 DATE 1/5/95
DEB BOGSTAD
BOARD CLERK

ARTICLE I - Workslope

- A. See Attachment A.
- B. The Collaborating Institution agrees to use its best efforts to accomplish work outlined or referenced under Workslope. Performance of the requirements under this Article will be considered acceptable if the work is performed in accordance with high standards of scientific and professional skill and the indicated level of effort has been substantially applied; provided, however, that all other requirements are met as specified under this agreement.

ARTICLE II - Period of Performance

Period of this agreement shall be September 1, 1994 through July 31, 1995 unless period is further extended by formal modification of this agreement. Collaborating Institution shall submit continuation proposal upon instructions of University's Project Director (Article VIII) if requested.

ARTICLE III - Preaward Costs

Costs which have been incurred by the Collaborating Institution since September 1, 1994 in anticipation of this agreement and which are specifically provided for in the approved costs are allowable hereunder.

ARTICLE IV - Consideration, Billing Instructions

- A. The total amount authorized, including direct and indirect costs, is \$86,266.00 for the period referenced in Article II and shall not be exceeded without written authorization.
- B. Payment will be provided Collaborating Institution upon receipt of certified invoice reflecting categorical breakout of costs incurred.
- C. Invoices shall be submitted not more frequently than monthly but must be submitted at least quarterly, and reference Purchase Order No. N6636149402.
- D. Invoices shall be submitted in triplicate, as follows:
 - 1. Two (2) copies to University's Project Director (Article VIII) who will review and send approved copy to ORTTA for processing.
 - 2. One (1) informational copy to Office of Research and Technology Transfer Administration, 1100 Washington Avenue South, Suite 201, Minneapolis, MN 55415-1226.

- E. A final invoice, covering costs incurred through July 31, 1995 shall be submitted within sixty (60) days of the current grant expiration date, September 30, 1995. The University retains the right to withhold final payment, pending notification of the negotiated DHHS indirect cost rates of the Collaborating Institution, if indirect costs included under agreement reimbursement.
- F. The University shall not be liable to reimburse the Collaborating Institution for costs incurred in excess of the amount specified in "A" above, and the Collaborating Institution shall not be obligated to continue performance under this agreement or to incur costs in excess of said amount unless and until the University shall first agree in a writing signed by a duly authorized representative of the University to increase the consideration amount.
- G. All costs incurred, under this agreement, will be subject to audit by the Collaborating Institution's Cognizant Federal Audit Agency. Substantiating documents shall be retained and the Collaborating Institution is expected to keep an accurate accounting of all costs incurred in the performance of the agreement. The Collaborating Institution shall provide the Cognizant Government auditors and/or University financial representatives access to records, where necessary, to support costs relating to this agreement.

ARTICLE V - Record Retention

- A. All pertinent records and books of accounts related to this agreement, in possession of the Collaborating Institution, shall be retained for a period of three (3) years after the conclusion of the agreement.
- B. Records relating to any litigation or claim arising out of the performance of this agreement, or costs and expenses of this agreement to which exception has been taken as a result of audit and/or inspection, shall be retained by the Collaborating Institution until such litigation, claim or exception has been resolved.

ARTICLE VI - Provisions Applicable to Direct Costs

- A. Unless otherwise expressly provided elsewhere in this agreement, or in any amendment thereto, the following items or activities shall be unallowable as direct costs without prior written approval of the University and/or the awarding agency, if required:
 - 1) Purchase/lease of equipment or furniture having unit cost in excess of \$25,000.
 - 2) Alterations/renovations of facilities.
 - 3) Patient care costs.
 - 4) Costs specified as unallowable under PHS Grants Policy Statement (DHHS Publication No. (OASH) 90-50,000, (Rev.) 10/01/90, revised 09/01/91), incorporated hereby).

- B. By acceptance of this agreement the Collaborating Institution acknowledges that it will comply with the terms and conditions specified in the notice of award, Attachment B, which is hereby incorporated as part of this agreement. Collaborating Institution shall also abide by procurement standards prescribed by 45 CFR, Part 74 and policies and procedures contained in PHS Grants Policy Statement, (OASH) 90-50,000, (Rev.) 10/01/90, revised 09/01/91).

ARTICLE VII - Rebudgeting

- A. Rebudgeting between budget categories shall be consistent with a) the OMB Expanded Authorities as stated in the NIH Guide, Vol. 17, No. 34, October 21, 1988, Pages 1-3, except that extensions without additional funds and carryover of unobligated balances require prior written approval of the University, b) PHS Policy as stated in the PHS Grants Policy Statement and c) with the revised policies and procedures for reimbursement of indirect costs, PHS Grants Administration Manual, Part 609. However, any restriction on rebudgeting listed elsewhere in the Subcontract shall take precedence over the above indicated authorities and policies.
- B. Rebudgeting requests which require NIH approval should be directed to the University's Project Director, Article VIII, for countersignature and then forwarded to the Office of Research and Technology Transfer Administration, 1100 Washington Avenue South, Suite 201, Minneapolis, Minnesota, 55415-1226 for administrative endorsement and transmittal to the National Institutes of Health.

ARTICLE VIII - University's Project Director/ Collaborating Institution's Director

- A. The Project Director designated for the University is Alan R. Lifson, Epidemiology, School of Public Health, 1300 South Second Street, Suite 300, Minneapolis, Minnesota 55454-1015.

Any significant change in performance of agreement and/or rebudgeting requests referenced in Article VII-B require prior authorization of the Project Director and designated representative, Office of Research and Technology Transfer Administration, University of Minnesota.

- B. The Collaborating Institution has designated Gary Oxman as its Project Director. The Project Director shall be responsible for monitoring and directing the research efforts defined in Article I-A.

ARTICLE IX - Patents and Inventions

- A. The Collaborating Institution may retain the entire right, title, and interest throughout the world to each subject invention of the Collaborating Institution conceived or first actually reduced to practice in the performance of work under this subcontract subject to the provi-

sions of 37, CFR, 401. With respect to any subject invention in which the Collaborating Institution retains title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

- B. A final invention statement, HHS-568, attached, shall be submitted within sixty (60) days of agreement termination to the address noted in Article IV D.2.

ARTICLE X - Grant Related Income

The Collaborating Institution is accountable to the University for any grant-related income generated by activities performed under this agreement. Disposition of such income will be made by one of the following options:

- 1) Deduction alternative: Deducted from total allowable costs and third-party in-kind contributions for the purpose of determining the net costs on which the Federal share of costs will be based. When this alternative applies, the deduction must be made from current costs unless the terms of the award authorize deferral to a later period.
- 2) Cost sharing or matching alternative: Used to satisfy all or part of a cost sharing or matching requirement.
- 3) Additional costs alternative: Used for costs that are in addition to the allowable costs of the project for any purposes that further the objectives of the legislation under which the grant was made.

Option 1 above may always be selected by the Collaborating Institution and must be used if neither of the other alternatives is specified by the PHS awarding office and in this agreement.

ARTICLE XI - Termination

- A. This agreement may be terminated by either party hereto by giving written notice to the other party thirty (30) days in advance of a specified date of termination.
- B. Upon receipt of such a notice from the University, the Collaborating Institution shall take all necessary action to cancel outstanding purchase orders and other commitments relating to the work under this agreement, and shall exercise reasonable diligence to cancel or redirect commitments for personal services to its other activities and operations.
- C. The University shall remain liable for all costs incurred under this agreement, including any of the above mentioned commitments entered into by the Collaborating Institution in good faith prior to the receipt of the above mentioned notice. Upon payment of such costs, the University, shall be entitled, and the Collaborating Institution agrees to deliver, all information and items which, if the agreement had been completed, would have been

required to be furnished to the University, including, but not limited to, partially completed plans, drawings, data, documents, surveys, maps, report and models.

- D. In the event that either party hereto shall commit any breach of or default in any of the terms or conditions of this Agreement, and also shall fail to remedy such default or breach within ninety (90) days after receipt of written notice thereof from the other party hereto, the party giving notice may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending notice of termination in writing to the other party to such effect, and such termination shall be effective as of the date of the receipt of such notice.

ARTICLE XII - Additional Provisions

- A. Publications - Publication of project results shall be in conformance with PHS guidelines and shall acknowledge support from Grant 5R01-DA08808-02 awarded to the University of Minnesota by the National Institute on Drug Abuse - National Institutes of Health. Four copies of publications resulting from work performed under this agreement, in whole or part, shall be submitted to the University's Project Director (Article VIII); three (3) copies will be transmitted to PHS in fulfillment of their requirement.
- B. Care and Treatment of Laboratory Animals - The Collaborating Institution, if using warm-blooded animals in agreement-support project, shall comply with applicable portions of the Animal Welfare Act (P.L. 89-544 as amended (P.L. 91-579 and 94-279) U.S.C. 2131 et. seq.) and will follow guidelines prescribed in DHHS Publications No. 86-23, Rev. 1985 or succeeding revisions (NIH), "Guide for the Care and Use of Laboratory Animals". If using animals, as specified in NIH GUIDE, Vol. 14, No. 8, June 25, 1985, Collaborating Institution should comply with regulations cited therein and provide the University an assurance, reviewed and approved by an appropriate institutional committee, that the policy requirements are being met.
- C. Civil Rights and Equal Employment Opportunity - The Collaborating Institution must comply with the various laws, regulations and executive orders as delineated in the Public Health Service Grants Policy Statement, DHHS Publication No. (OASH) 90-50,000, (Rev.) 10/01/90, revised 09/01/91, (Pages 4-2 and 4-3).
- D. Protection of Human Subjects - Funds awarded for research involving human subjects may be used only if the Collaborating Institution has an approved assurance of compliance on file with the Office for Protection from Research Risks, NIH. The Collaborating Institution shall submit to the University an assurance, reviewed and approved by an appropriate institutional committee, that the rights and welfare of any human subjects involved in this project are adequately protected in accordance with DHHS Regulations, (45 CFR, Part 46). The Assurance, whether General or Special must be submitted to the University prior to the expenditure of any funds provided under this agreement that involve human subjects.

In the event this agreement is extended by mutual consent beyond the current period of performance, the Collaborating Institution shall submit to the University a certification that the continuation application will be reviewed in accordance with the above.

- E. Student Unrest Provisions - No part of the funds awarded under this agreement shall be used to provide the salary of or any remuneration whatever to any individual applying for admission, attending, employed by, teaching at, or doing research at an institution of higher education who has engaged in conduct on or after August 1, 1969, which involves the use of (or the assistance to others in the use of) force or the threat of force of the seizure of property under the control of an institution of higher education, to require or prevent the availability of certain curriculum, or to prevent the faculty, administrative officials, or students in such institution from engaging in their duties or pursuing their studies as such institution.
- F. Equipment Accountability - The Collaborating Institution shall utilize sound purchasing and inventory procedures and maintain adequate records to account for the purchase, inventory, and disposition of equipment acquired under this agreement. Title to equipment shall reside with the Collaborating Institution. *However, the University retains the right, as specified in 45CFR, Part 74, Subpart 74.136, to require the transfer of equipment, including title, having a unit acquisition cost of \$1,000.00 or more to the Federal Government or an eligible non-federal party.*
- G. Patient Care Costs
1. The Collaborating Institution shall adhere to the policies set forth in the PHS Grants Policy Statement (DHHS Publication No. (OASH) 90-50,000, (Rev.) 10/01/90, revised 09/01/91) regarding the payment of patient care costs and only charge patient care costs in accordance with those regulations.
 2. Research patient care rates or amounts (collectively referred to as "rates") are established, by negotiation with the Division of Cost Allocation (DCA), Regional Administrative Support Center for the HHS region in which the Collaborating Institution is located. These negotiations are based on a research patient care proposal submitted by the Collaborating Institution or the hospital providing patient care under this agreement to the Collaborating Institution to substantiate its claim for reimbursement. The requirement for submission of research patient care proposals does not apply, however, to hospitals that are awarded \$25,000 or less in research patient care costs for any single grant budget period, nor to those patient care services (such as special nursing and dietary services) that are needed to meet special research protocol demands and are approved as direct "line items" in the grant.
- H. Indirect Costs - The Collaborating Institution shall be reimbursed for indirect costs in accordance with rate reflected herein, 12.8%, in an amount not to exceed \$8,144.00. However, the Collaborating Institution may elect to rebudget available direct cost funds for additional indirect costs if:

- 1) An increase in the negotiated indirect cost rate occurs.
 - 2) Rebudgeting into the applicable cost base creates additional indirect costs.
 - 3) Rebudgeting does not increase the amount of this subcontract above the amount specified in Article IV.
- I. Administrative Considerations - Where policies of the Collaborating Institution differ from those of the University, such as travel reimbursement, fringe benefits, etc., the policies of the Collaborating Institution shall be applicable to cost incurrences under this agreement provided such policies comply with awarding agency regulations.
- J. Approved Budget - See Attachment C.
- K. Liability To Third Parties

The Collaborating Institution agrees to hold harmless the University from any and all claims which result from Collaborating Institution's performance of or failure to perform its duties under this agreement. Accordingly, the University agrees to hold harmless the Collaborating Institution from any and all claims which result from the University's performance of or failure to perform its duties under this agreement.

L. Certifications

The Collaborating Institution must comply with the following requirements of Federal financial assistance programs:

- 1) Drug Free Workplace Act of 1988.
- 2) Debarment and Suspension regulations (DHHS Code of Federal Regulations Title 45 CFR Part 76).
- 3) Non-Delinquency on Federal Debt (OMB Circular No. A-129, rev. November 25, 1988).
- 4) Certification Regarding Lobbying (Section 1352, Title 31, U.S. Code).
- 5) Audit Reports
- 6) Scientific (Fraud) Misconduct Assurances

Collaborating Institution agrees to comply with the requirements of OMB Circular A-133 or Circular A-128 as appropriate. Collaborating Institution further agrees to provide the University with copies of any of the independent auditors reports for each fiscal year covered by this agreement. If this report includes citations of non-compliance with federal laws and regulations the Collaborating Institution will provide copies of responses to auditors

reports and a plan for corrective action. All records and reports prepared in accord with the requirements of OMB Circular A-133 or A-128 as appropriate shall be available for inspection by representatives of the University or the Government during normal business hours.

The Collaborating Institution certifies that, where applicable, institutional policies and systems are in place to assure such compliance with the above requirements by acceptance of this document.

M. Purchase Order

Following execution of this agreement the purchase order incorporated as Attachment D hereto will be completed and forwarded. The purchase order number must be reflected on all correspondence/billings related to this agreement.

N. Order of Precedence

Any inconsistency in this Agreement shall be resolved by giving precedence in the following order: 1) prime award terms and conditions; 2) agreement clauses; 3) University purchase order; and 4) other documents, exhibits and attachments.

TB IN DRUG INJECTORS: A THREE-CITY STREET-BASED STUDY
MULTNOMAH HEALTH DEPARTMENT SUBCONTRACT WORKSCOPE

Staff at the Multnomah Health Department will primarily be involved in data collection (such as persons who will be involved in skin test placement and interpretation) have been budgeted for twelve months of support during Year 02 (9/01/94-7/31/95).

In Portland, subjects will be seen for a six month follow-up during the first half of Year 02. During the second half of Year 02, an entirely new sample of drug users will be recruited and evaluated with baseline and booster tests (the prevalence sample).

Six month evaluation:

No. receiving skin test (90%)	218
No. returning for evaluation (95%)	207
No. PPD-negative (99%)	205

The number of subjects receiving baseline and booster tests is exactly the same as in Year 01. Therefore, in Year 02, 856 skin tests will be performed. The number of persons who will return for skin test interpretation (and require respondent payments for this extra visit) will be 814 subjects.

TERMS AND CONDITIONS

5R01-DA08808-02
Dr. Alan R. Lifson

This Public Health Service (PHS) grant award is to be administered in accordance with the Code of Federal Regulations; Title 42, Part 52 "Grants of Research Projects" and Title 45, Part 74 "Administration of Grants", as well as the PHS Grants Policy Statement (rev. 9/91).

For your information, the DHHS Inspector General maintains a toll free telephone number 1-800-368-5779, for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Such reports are kept confidential, and callers may decline to give their names if they choose to remain anonymous.

Please be advised that in accordance with the HHS Appropriations Act, no funds appropriated shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of \$125,000 per year.

Program income is to be used for costs which are in addition to the allowable costs of the grant, but which nevertheless further the objectives of the statute under which the grant was made. This treatment of program income will be routinely applied to those research grants that are subject to the Expanded Grant Authorities set forth on pages 8-3 through 8-5 of the GPS (as revised 09/91).

All program income earned during the budget period must be identified on the Financial Status Report.

This award is issued for 11 months; subsequent budget periods will begin on August 1 and will be for 12-months duration each.

Pursuant to the NIH Revitalization Act (P.L. 103-43, June 10, 1993), section 2004, when purchasing equipment or products under this assistance award, the recipient should, whenever possible, purchase only American-made items.

9/30/94

TB in Drug Injectors: A Three-City Street-Based Study
Multnomah County Health Department Subcontract
Year 02

ATTACHMENT C

9/01/94-7/31/95

Personnel

<u>Name</u>	<u>Role in Project</u>	<u>% Effort</u>	<u>Salary Requested</u>	<u>Fringe Benefits</u>	<u>Totals</u>
Gary Oxman	Sr. Med. Consultant	5	0	0	0
Michael Stark	Res. Psy./Consultant	0	0	0	0
Ed Keudell	Outreach Work/Couns.	100	24,166	8,942	33,108
Juanita Hernandez	Outreach Work/Couns.	50	12,083	4,470	16,553
Diane McBride	Follow-Up Coordinator	10	<u>2,457</u>	<u>909</u>	<u>3,366</u>
			38,706	14,321	53,027

Supplies

Project Supplies				298	
Tubersol				274	
Syringes	856 @ \$.10/each			<u>86</u>	658

Travel

Local Mileage	8,000 miles @ \$.26/mile				2,080
---------------	--------------------------	--	--	--	-------

Consortium

Oregon Health Division					14,496
------------------------	--	--	--	--	--------

Other Expenses

Client Incentives	814 clients @ \$9.54/each				7,766
Local Staff Training					<u>95</u>

Total Other Expenses					7,861
----------------------	--	--	--	--	-------

Total Direct Costs					78,122
--------------------	--	--	--	--	--------

Indirect Costs	(12.8% of \$63,626)				<u>8,144</u>
----------------	---------------------	--	--	--	--------------

Total Costs					<u>86,266</u>
-------------	--	--	--	--	---------------

UNIVERSITY OF MINNESOTA

Order Nbr. N 6636149402

DEPARTMENTAL PURCHASE ORDER — POT

All 11 Digits Must Be Referenced On Invoice

Shaded Areas Are For University Internal Use

Order Date Acctg Period

Vendor Number

Name

City/State

Address

Address

City/State/Zip

If Checked, this is a Confirming Order
Do Not Duplicate

Contract Number (if applicable)

N

Payment Terms NET 30 Estimate Yes No

Delivery Date (MMDDYY) FOB (see instructions)

BILL IN TRIPLICATE

Contact

Address

Address

City/State/Zip

SEE ATTACHED AGREEMENT,
ARTICLE

Contact

Address

Address

City/State/Zip

LOG Code 290 Ortt 201

Internal Destination:
Contact Lynn L. VanOverbeke

Address %ORTTA

Address 110 0 Washington Ave. So., Suite 201

City/State/Zip Mpls., MN 55415

Area	Org	Sub Org	Sub Obj	Job Number	Reporting Category	TOTAL AMOUNT
663	6149		7904 02			

OR

Split Account Distribution
See Attached

~~RESTRICTED COMMODITIES~~

Qty	Unit Measure	Description	Unit Price	Extension
		SUBCONTRACT UNDER PRIME (GRANT / CONTRACT)		
		BETWEEN THE UNIVERSITY OF MINNESOTA AND		
		FOR THE PERIOD <u> </u> TO <u> </u>		
		REFER TO SUBCONTRACT AGREEMENT ARTICLE		
		<u> </u> FOR STATEMENT OF WORK, ARTICLE		
		<u> </u> FOR BILLING INSTRUCTIONS.		

I am familiar with University rules and State laws (M.S. 15.43) concerning purchasing and conflict of interest and have abided by those rules/laws in this purchase transaction

For Department Use

Authorized Signature - Required

Date

TERMS AND CONDITIONS

ATTACHMENT D - Page 2 of 2

1. UNIVERSITY ORDER NUMBER must be shown on all packages, invoices, packing slips, and correspondence. The University of Minnesota is SALES TAX EXEMPT. Retain this purchase order for your sales tax records.
2. Vendor agrees to defend, indemnify and save the University harmless from any expenses, damages and obligations arising from, related to or connected with the performance under this purchase order by vendor, its agents, employees, including patent, trademark, copyright, or other intellectual property infringement or misappropriation.
3. The University of Minnesota will **NOT** accept net payment terms of less than 30 days or C.O.D.'s.
4. The University of Minnesota is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, religion, color, sex, national origin, handicap, age, veteran status, or sexual orientation and has agreed to transact business only with firms who follow these practices. Furthermore, necessary under federal statute, the affirmative action clause for handicapped workers, 41 C.F.R. 60-741.2, affirmative action clause for disabled veterans, 41 C.F.R. 60-250.4, and the equal opportunity clause, 41 C.F.R. 60-1.4 are hereby incorporated.
5. The above material, equipment, apparatus or structural component must comply with all federal occupational safety and health standards under 29 C.F.R. 1910, and with all the requirements of Minnesota state laws, including all rules and regulations of the Department of Labor and Industry regarding occupational safety and health.
6. The Vendor certifies that no chlorofluorocarbon (CFC) - processed products will be used in fulfilling contracts for packaging, all as defined in MN Statute Section 116.70 - .74.
7. The University of Minnesota supports the policy as set forth in Public Law 95 - 507 in that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have maximum practicable opportunity to participate in our requests for bid.
8. This purchase order is expressly conditional on your agreement to its terms. By shipping the goods ordered, you have agreed to all of the terms and conditions in this purchase order. The University hereby expressly rejects any additional or conflicting terms and conditions on this or any other document, including invoices.
9. Vendor hereby assigns to the University any and all claims, causes of action, damages or costs for overcharges as to goods and/or services provided in connection with this purchase order resulting from any violations or alleged violation of the antitrust laws of the United States and/or the State of Minnesota.
10. In the event Vendor fails to observe or perform any material term or condition under this purchase order and such failure continues for a period of thirty (30) calendar days after the University has given Vendor written notice, the University shall have the right to terminate this purchase order by giving notice, sue for and recover damages or pursue any other right or remedy. Exercise of any right or remedy shall not preclude exercise of any other right or remedy. Vendor shall use its best efforts to mitigate damages, including the immediate cancellation of all underlying commitments for goods and services relating to this purchase order or, if not possible, the redirection of such commitments to Vendor's other activities and operations.
11. The Anti Kickback Act of 1986 provides that no fees, gifts, gratuities or compensation of any kind may be offered or accepted for the purpose of obtaining favorable treatment in the acquisitions of goods or services with federal funds. Report possible violations to the University of Minnesota, Director of Audits, (612)625-1368
12. Copies of this purchase order have no validity. Only original purchase orders can be relied upon.
13. The University's policy on procurements from targeted group businesses, as amended from time to time, is incorporated herein.
14. In case of conflict between the terms of this purchase order and the terms of the subcontract agreement, this subcontract agreement shall prevail.

MEETING DATE: JAN 05 1995

AGENDA NO: C-3

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Contract Purchaser for Completion of Contract.

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

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

Request approval of deed to contract purchaser for completion of Contract #15643. (Property originally repurchased by former owner.)

Deed D951155 and Board Orders attached.

1/5/95 ORIGINAL & COPIES to Tax Title

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 DEC 28 AM 9:59

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *James M. D...* *Betsy Willie*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of)
Deed D951155 Upon Complete Performance of) ORDER
a Contract to) 95-1
)
DONNA M. GILLPATRICK)

It appearing that heretofore on December 30, 1991, Multnomah County entered into a contract with DONNA M. GILLPATRICK for the sale of the real property hereinafter described; and

That the above contract purchaser has fully performed the terms and conditions of said contract and is now entitled to a deed conveying said property to said purchaser;

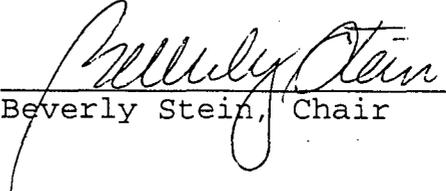
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the County of Multnomah, State of Oregon:

OAK PARK ADD
TL #3 OF LOT 1, BLOCK 9
AS DESCRIBED ON ATTACHED EXHIBIT A

Dated at Portland, Oregon this 5th day of January 1995.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

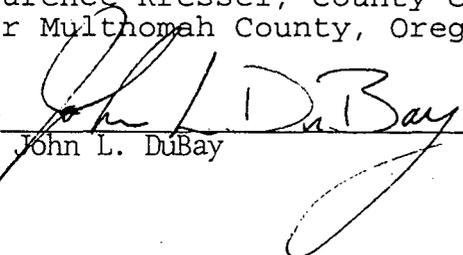
BY 
John L. DuBay

EXHIBIT A

R-62110-3360
OAK PARK ADD
TL #3 OF LOT 1, BLOCK 9

A tract of land in Lot 1, Block 9, Oak Park Addition, a recorded subdivision in Multnomah County, State of Oregon, described as follows:

Beginning at a point in the Northeasterly line of said Lot 1, 157 feet Northwesterly along said Northeasterly line from the Southeast corner of said Lot 1; running thence Southwesterly parallel with the Southeasterly line of said Lot 1, 182 feet to the point in the Southwesterly line thereof; thence Northwesterly along the Southwesterly line of said Lot 1, 50 feet; thence Northeasterly parallel with the Southeasterly line of Lot 1, 182 feet to a point in the Northeasterly line thereof; thence Southeasterly 50 feet to point of beginning.

DEED D951155

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

OAK PARK ADD
TL #3 OF LOT 1, BLOCK 9
AS DESCRIBED ON ATTACHED EXHIBIT A

The true and actual consideration paid for this transfer, stated in terms of dollars is \$9,506.56.

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

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

9634 N PIER PARK PL
PORTLAND OR 97203-1023

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 5th day of January 1995, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein

Beverly Stein, Chair

DEED APPROVED:
Janice Druian, Director
Assessment & Taxation

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

By *John L. DuBay*

John L. DuBay

By *Pat Fuller*

After recording, return to Multnomah County Tax Title, 166/200

EXHIBIT A

R-62110-3360
OAK PARK ADD
TL #3 OF LOT 1, BLOCK 9

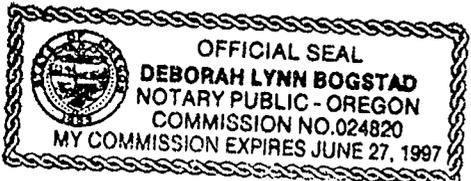
A tract of land in Lot 1, Block 9, Oak Park Addition, a recorded subdivision in Multnomah County, State of Oregon, described as follows:

Beginning at a point in the Northeasterly line of said Lot 1, 157 feet Northwesterly along said Northeasterly line from the Southeast corner of said Lot 1; running thence Southwesterly parallel with the Southeasterly line of said Lot 1, 182 feet to the point in the Southwesterly line thereof; thence Northwesterly along the Southwesterly line of said Lot 1, 50 feet; thence Northeasterly parallel with the Southeasterly line of Lot 1, 182 feet to a point in the Northeasterly line thereof; thence Southeasterly 50 feet to point of beginning.

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 5th day of January, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

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



Deborah Lynn Bogstad

Notary Public for Oregon
My Commission expires: 6/27/97

MEETING DATE: JAN 05 1995

AGENDA NO: C-4

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Repurchase Deed to Former Owner

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

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

Request approval of Repurchase Deed to former owner.

Deed D951156 and Board Orders attached.

1/5/95 original & copies to TAX TITLE

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *Jamie M. D...* *Betsy Willic*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 DEC 28 AM 10:00

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of)
Deed D951156 for Certain) ORDER
Tax Acquired Property to) 95-2
GEOFFREY M. GIBBENS

It appearing that heretofore Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that GEOFFREY M. GIBBENS is the former record owner thereof, and has applied to the county to repurchase said property for the amount of 7023.33+ which amount is not less than that required by Section 275.180 ORS; and that it is for the best interests of the County that said application be accepted and that said property be sold to said former owners for said amount;

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

WEST PIEDMONT
LOT 1, BLOCK 11

Dated at Portland, Oregon this 5th day of January, 1995.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein
Beverly Stein, Chair

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

By *John L. DuBay*
John L. DuBay

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

WEST PIEDMONT
LOT 1, BLOCK 11

The true and actual consideration paid for this transfer, stated in terms of dollars is 7023.33+.

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

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

5706 N MISSISSIPPI AVE
PORTLAND OR 97217

IN WITNESS, WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 5th day of January, 1995, by authority of an Order of said Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein
Beverly Stein, Chair

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

By *John L. DuBay*
John L. DuBay

DEED APPROVED:
Janice Druian, Director
Assessment & Taxation

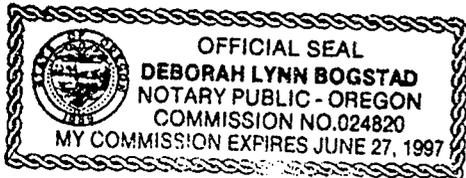
By *Jan Trabler*

After recording return to Multnomah County Tax Title PO Box 2716 Portland, Or 97208 166/200/Tax Collections

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 5th day of January, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

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



Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/97

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of Declaring a)
Vacancy in the Office of the) RESOLUTION
County Sheriff and Calling an) 95- 3
Election to Fill the Vacancy)

WHEREAS, Multnomah County Sheriff Robert Skipper has resigned from office; and

WHEREAS, Multnomah County Home Rule Charter Section 4.40(1)(d) provides that an elective office of the County becomes vacant upon the incumbent's resignation; and

WHEREAS, Multnomah County Code Section 4.30.030(A) requires the Board of County Commissioners promptly to determine and declare the date of vacancy; and

WHEREAS, Multnomah County Code Section 4.30.055 requires the Board of County Commissioners to call an election to fill the vacancy on the next available election date which is not sooner than the 45th day after the date of the declaration of vacancy; now therefore

IT IS HEREBY DECLARED that

1. The date of the vacancy in the office of the Multnomah County Sheriff is January 1, 1995; and
2. An election to fill the vacancy shall be held on March 28, 1995.

APPROVED this 5th day of January, 1995.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Beverly Stein
Beverly Stein, Chair

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

By *Laurence Kressel*
Laurence Kressel

Meeting Date: JAN 05 1995

Agenda No.: R-4

(Above Space for Board Clerk's Use *ONLY*)

AGENDA PLACEMENT FORM

SUBJECT: ORDER

BOARD BRIEFING: Date Requested:
Amount of Time Needed:

REGULAR MEETING: Date Requested: January 5, 1995
Amount of Time Needed: 2 Minutes

DEPARTMENT: Nondepartmental DIVISION: Chair's Office

CONTACT: Rhys Scholes TELEPHONE: X-3928
BLDG/ROOM: 106/1410

PERSON(S) MAKING PRESENTATION: _____

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

ORDER In the Matter of Designation of Newspapers of General Circulation in the County for Required Election Publications

1/5/95 copies to Vicki Erwin & Rhys Scholes

SIGNATURES REQUIRED:

ELECTED OFFICIAL: *Beverly Stein*

OR

DEPARTMENT MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 DEC 28 AM 11:10

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions? Call the Office of the Board Clerk at 248-3277 or 248-5222.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Designation)
of Newspapers of General) ORDER
Circulation in the County for) 95-4
Required Election Publications)

IT IS HEREBY ORDERED pursuant to ORS 254.205(2), that the following are designated as newspapers in which required election publications for the county shall be printed for the calendar year 1995:

- 1) The Oregonian
1320 SW Broadway
Portland, Oregon 97201
- 2) The Outlook
PO Box 880
Gresham, Oregon 97030
- 3) The Skanner
2337 N Williams Avenue
Portland, Oregon 97217

APPROVED this 5th day of January, 1995.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Chair

REVIEWED
LAURENCE KRESSEL, COUNTY COUNSEL
for MULTNOMAH COUNTY, OREGON

By John L. DuBay
John L. DuBay, Chief Deputy

BUDGET MODIFICATION NO.

NOND - 3

(For Clerk's Use) Meeting Date

JAN 0 5 1995

Agenda No.

R-5

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

1-5-95

(Date)

DEPARTMENT Non-Departmental

DIVISION Finance

CONTACT David Boyer

TELEPHONE x3903

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

SUGGESTED

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

Budget Modification NOND 3 requesting authorization to reclassify a Fiscal Assistant to a Fiscal Assistant Senior, in the Payroll Section.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes

accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

Personnel changes are shown in detail on the attached sheet

The increase will be absorbed within the Finance Division budget. Finance has two positions that are being reclassified down.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

No impact.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 DEC 23 AM 10:45

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of _____)

\$ _____

Date

After this modification

\$ _____

Originated By

Mindy Hank

Date

12/23/94

Department Director

David Boyer

Date

12/23/94

Plan/Budget Analyst

Cheryl Gray

Date

12/23/94

Employee Services

Doreen Heubley

Date

12/23/94

Board Approval

DEBORAH L BOGISTAD

Date

1/5/95

PERSONNEL DETAIL FOR BUDGET MODIFICATION NO.

NOND - 3

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

FTE Increase (Decrease)	POSITION TITLE	BASE PAY Increase (Decrease)	ANNUALIZED		TOTAL Increase (Decrease)
			Increase/(Decrease)		
			Fringe	Ins.	
(1.00)	Fiscal Assistant	(21,509)	(5,564)	(7,121)	(34,194)
1.00	Fiscal Assistant Senior	24,717	5,394	7,236	37,347
TOTAL CHANGE (ANNUALIZED)		3,208	(170)	115	3,153

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

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	BASE PAY Increase (Decrease)	CURRENT FY		TOTAL Increase (Decrease)
			Increase/(Decrease)		
			Fringe	Ins.	
(1.00)	Fiscal Assistant	(14,998)	(2,985)	(4,769)	(22,752)
1.00	Fiscal Assistant Senior	16,762	3,336	4,835	24,932
TOTAL CURRENT FISCAL YEAR CHANGES		1,764	351	66	2,180

EXPENDITURE

TRANSACTION EB GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
										0		
Nond 03	C	100	50	7400			5100	183,602	181,838	(1,764)		
Nond 03	C	100	50	7400			5500	46,598	46,247	(351)		
Nond 03	C	100	50	7400			5550	30,843	30,777	(66)		
Nond 03	C	100	50	7420			5100	157,284	159,048	1,764		
Nond 03	C	100	50	7420			5500	41,839	42,190	351		
Nond 03	C	100	50	7420			5550	22,531	22,597	66		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
TOTAL EXPENDITURE CHANGE										0	0	

REVENUE

TRANSACTION RB GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
TOTAL REVENUE CHANGE										0	0	



REQUEST TO CREATE/RECLASSIFY A POSITION

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

a. See Attached

b.

c.

d.

e.

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

2. State the proposed classification title:

~~Office Assistant Senior~~ (or Fiscal Assistant Senior)

3. Is this a new position? Yes No

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

Paula Watari

5. Proposed effective date of change: ~~January 1, 1994~~ 11/1/94

Hiring Manager: Mindy Harris PH

Date: 11/16/94 Department/Division: Finance / Payroll

EMPLOYEE SERVICES DIVISION USE ONLY:

Action: Approved as submitted. *Except date of change.*

Approved for classification title. *Fiscal Assistant/Senior*

Denied (for Reclassification Requests only).

Analyst Name: Donald Duhon Date: 12/16/94



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN
DAN SALTZMAN
GARY HANSEN
TANYA COLLIER
SHARRON KELLEY

BUDGET & QUALITY
PORTLAND BUILDING
1120 S.W. FIFTH - ROOM 1400
P. O. BOX 14700
PORTLAND, OR 97214
PHONE (503)248-3883

TO: Board of County Commissioners
FROM: Ching Hay, Budget Analyst *CH*
DATE: December 23, 1994
REQUESTED PLACEMENT DATE: January 5, 1995
SUBJECT: Budget Modification NOND #3

- I. Recommendation/Action Requested:
Recommend approval of budget modification Nond #3.
- II. Background/Analysis:
Employee Services and Finance have studied the duties of a Fiscal Assistant in Payroll and have made the determination that this position should be reclassified to Fiscal Assistant Senior.
- III. Financial Impact:
This reclassification will be absorbed by Finance. Finance has 2 other positions that are being reclassified down.
- IV. Legal Issues:
Correctly classified employees reduce the potential for future legal problems.
- V. Controversial Issues:
None
- VI. Link to Current County Policies:
Policy is to determine job classification based on duties performed.
- VII. Citizen Participation:
NA
- VIII. Other Government Participation:
NA

JAN 05 1995

BUDGET MODIFICATION NO.

MCSO #9

(For Clerk's Use) Meeting Date

DEC 22 1994 R-6

Agenda No.

R-6

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT Sheriff's Office

DIVISION Corrections

CONTACT Larry Aab

TELEPHONE 251-2489

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

SUGGESTED

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

Budget modification requesting authorization to transfer \$14,000 from the Inmate Fund contingency to the Inmate Welfare fund budget to pay for a Work in Lieu of Jail program.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes

accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

Personnel changes are shown in detail on the attached sheet

This modification will increase the Inmate Welfare fund budget to pay for a Work in Lieu of Jail Program. It will add \$20,240 to the Inmate Welfare fund expenditures which will be paid for by a \$6,240 increase in Inmate Welfare fund revenue, and a \$14,000 transfer from the Inmate Welfare fund contingency.

The modification will add funds for overtime two days a week for a Work Crew Officer, plus funds for supplies, motor pool, a radio, and meals for the participants. Funding for the program will begin on 1/1/95. Revenue added by this modification is from the collection of a \$15 per participant, per day charge.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Add \$6,240 in participant fees.
Add \$701 service reimbursement to the insurance fund.
Add \$236 service reimbursement to the motor pool fund.

CLERK OF
COUNTY COMMISSION
1894 DEC 15 PM 3:48
MULTNOMAH COUNTY
OREGON

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Inmate Welfare Fund Contingency before this modification (as of 12/1/94)

\$ 281,182

After this modification \$ 247,182

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

DEBORAH C. BOUSTAD 1/5/95

Attachment to MCSO #9				
<i>Inmate Welfare Fund</i>				
	Adopted		Revised	
	Budget	MCSO #9	Budget	
Revenues				
Inmate Fees	0	6,240	6,240	
MCSO Expenditures				
Personal Svcs				
Materials & Svcs	232,669	16,332	249,001	
Capital Outlay	598,344	1,448	599,792	
SUBTOTAL	110,000	2,640	112,640	
	941,013	20,420	961,433	
Contingency	281,182	-14,000	267,182	

Some

Budget & quality office

12/14/04

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LARRY AAB, Fiscal Manger

TODAY'S DATE: December 13, 1994

REQUESTED PLACEMENT DATE:

RE: BUDGET MODIFICATION FOR INMATES WEEKEND WORK CREW PROGRAM

I. Recommendation/Action Requested:

Request approval of Budget Modification in the Inmate Welfare Fund in order to provide overtime for a Corrections Officer to supervise, as a pilot project, a "weekend inmate/short stay" work program.

II. Background/Analysis:

Currently the Multnomah County Corrections Branch processes approximately 60 inmates a week who serve "weekend" or "short stay" sentences. Presently there is a 2 month back log of offenders in this category who are waiting to serve their jail time. Every week "short stay" inmates are Matrix released due to jail over crowding. This program will provide direct inmate supervision in an out of facility setting for this category of inmate.

The idea for this program is to take those persons who are in weekend or short stay categories and require that they report to a work crew for supervised work activities. The inmate will be booked one time and ordered to a work crew, avoiding a booking requirement each time the person is required to turn himself in. This program has been reviewed by Judge Abraham who has enthusiastically endorsed it.

Many urban correctional facilities are involved with similar sentencing program. The current trend in dealing with these types of offenders is to offset the housing/supervision costs with a fee. Inmates participating in this program would be required to pay \$15 per participant per day to help offset the cost for this program.

The Inmate Welfare Committee has agreed to pay \$14,000 on a one time only basis in order to test this program and determine its value for continued funding. The modification will add funds for overtime two days a week for a Work Crew Officer, plus funds for supplies, motor pool, a radio, and meals for the participants.

III. Financial Impact:

This modification will increase the Inmate Welfare fund budget to pay for the Work in Lieu of Jail Program. It will add \$20,240 to the Inmate Welfare fund expenditures which will be paid for by a \$6,240 increase in Inmate Welfare fund revenue, and a \$14,000 transfer from the Inmate Welfare fund contingency.

IV. Legal Issues:

Approval by the courts has been obtained through contact with Judge Abraham.

V. Controversial Issues:

None known.

VI. Link to Current County Policies:

N/A

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

N/A