

ANNOTATED MINUTES

Tuesday, March 25, 1997 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

CITIES/COUNTY JOINT MEETING

County Chair Beverly Stein convened the meeting at 9:33 a.m., with Vice-Chair Gary Hansen and Commissioners Sharron Kelley, Tanya Collier and Dan Saltzman present; Portland Mayor Vera Katz, and Commissioners Gretchen Kafoury, Charlie Hales, and Erik Sten present, and Commissioner Jim Francesconi excused; Fairview Mayor Roger Vonderharr present; Wood Village Mayor Donald Robertson present; Troutdale Mayor Paul Thalhofer arriving at 9:50 a.m.; and Gresham Mayor Gussie McRobert excused.

JM-1 Joint Meeting Between the Multnomah County Board of Commissioners, Portland City Council, and Mayors of the Cities of Fairview, Gresham, Maywood Park, Troutdale and Wood Village for Briefing and Discussion of City-County Consolidation Issues, Resolution of Intent, Public Input Process and Charter Review Commission Process and Timeline.

ELECTED OFFICIALS BEVERLY STEIN, VERA KATZ, CHARLIE HALES, GRETCHEN KAFOURY, GARY HANSEN, SHARRON KELLEY, PAUL THALHOFER, TANYA COLLIER, DAN SALTZMAN, ERIK STEN, ROGER VONDERHARR, DONALD ROBERTSON, SHERIFF DAN NOELLE AND CITY ATTORNEY PETE KASTING DISCUSSION ON ISSUES INCLUDING OUTLINE OF CHAIR STEIN AND MAYOR KATZ CONSOLIDATION PROPOSAL; CHARTER REVIEW PROCESS; STATE LAW CHANGES; MEASURE 47 AND NEED FOR TAX REFORM; NEED TO DETERMINE POTENTIAL BUDGET SAVINGS AND SERVICE IMPROVEMENTS; OUTLINE OF COMMISSIONER CHARLIE HALES PROPOSAL TO LOOK INTO CONSOLIDATION OF ADMINISTRATIVE AND GOVERNMENT SERVICES THIS YEAR; POSSIBILITY OF EAST COUNTY OPTING OUT OF POTENTIAL CONSOLIDATION; AND NEED FOR DEFINED VISION BEFORE PROCEEDING WITH A

THRESHOLD STUDY. FOLLOWING DISCUSSION, CONSENSUS THAT CHAIR STEIN PROCEED WITH A FEW MINOR LEGISLATIVE CHANGES TO PROPOSAL TO ADDRESS EAST COUNTY CONCERNS. CHAIR STEIN AND MAYOR KATZ TO MEET WITH MAYORS OF GRESHAM, TROUTDALE, FAIRVIEW AND WOOD VILLAGE. NEXT CITY/COUNTY JOINT WORK SESSION IN TWO TO THREE WEEKS TO DISCUSS POTENTIAL SERVICE CONSOLIDATIONS AND/OR MERGER; LEGAL AND LEGISLATIVE ISSUES REGARDING THE CITIZEN CHARTER COMMISSION PROCESS; REVIEW DRAFT RESOLUTION OF INTENT; AND TO DISCUSS SCOPE, METHOD, REVISED TIMELINE AND POTENTIAL COST OF CONSOLIDATION THRESHOLD STUDY. [SCHEDULED FOR TUESDAY, APRIL 22, 1997.]

There being no further business, the meeting was adjourned at 11:11 a.m.

Thursday, March 27, 1997 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

REGULAR MEETING

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

CONSENT CALENDAR

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

DEPARTMENT OF ENVIRONMENTAL SERVICES

C-1 ORDER Authorizing Execution of Deed D971413 Upon Complete Performance of a Contract to Herbie Spires

ORDER 97-51.

- C-2 ORDER Authorizing Execution of Deed D971424 for Certain Tax Acquired Property to King Brothers Investment Properties, an Oregon Partnership

ORDER 97-52.

REGULAR AGENDA
NON-DEPARTMENTAL

- R-1 Metro Council Ruth McFarland Report on Metro's Enactment of the MERC Reform Package (Ordinance and Regional Funding Resolution)

***RUTH MCFARLAND PRESENTATION REGARDING
CHANGES TO THE OPERATION AND
MANAGEMENT OF THE METROPOLITAN
EXPOSITION-RECREATION COMMISSION,
COMMENTS IN APPRECIATION OF THE EFFORTS
OF MARK WILLIAMS AND TANYA COLLIER, AND
RESPONSE TO BOARD COMMENTS IN SUPPORT.***

PUBLIC COMMENT

- R-2 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.

NO ONE WISHED TO COMMENT.

DEPARTMENT OF HEALTH

- R-3 Intergovernmental Agreement 201517 with the Oregon Health Division for the Provision of Health Insurance Payments and Medication Payments for Low-Income Persons Living with HIV/AIDS

***COMMISSIONER SALTZMAN MOVED AND
COMMISSIONER HANSEN SECONDED, APPROVAL
OF R-3. PHILIP VARNUM EXPLANATION.
AGREEMENT UNANIMOUSLY APPROVED.***

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-4 RESOLUTION Closing the Hawthorne Bridge for Twelve Months Starting in Early 1998

COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-4. KAREN SCHILLING EXPLANATION AND RESPONSE TO QUESTION OF COMMISSIONER SALTZMAN REGARDING TIMELINE FOR SIDEWALK WIDENING. RESOLUTION 97-53 UNANIMOUSLY APPROVED.

- R-5 ORDER Authorizing Relinquishment of Certain Properties Not Needed for Public Use, to Janus Youth, Inc. Pursuant to ORS 271.330(2) [Subject Properties are Located at the Following Addresses: 2445 SE Hawthorne Boulevard, 2346 NW Northrup Street, 2173 NE Clackamas Street and 2036 SE Taylor Street, Portland and 2160 SW Halsey Street, Troutdale]

COMMISSIONER KELLEY MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-5. WAYNE GEORGE EXPLANATION. ORDER 97-54 UNANIMOUSLY APPROVED.

- R-6 ORDER Authorizing the Sale by Public Auction of Surplus County Land at NE 138th Avenue and Marine Drive

COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-6. BOB OBERST EXPLANATION AND RESPONSE TO BOARD QUESTIONS REGARDING APPRAISAL AND MINIMUM BID. ORDER 97-55 UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

- R-7 RESOLUTION Supporting the Willamette Light Brigade, Bridge Pedal, Inc. and the Bicycle Transportation Alliance in their Effort to Celebrate and Preserve Our Willamette River Bridges with One Annual Event to be Called Bridge Pedal

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-7. COMMISSIONER SALTZMAN EXPLANATION. COMMISSIONER COLLIER AND CHAIR STEIN COMMENTS IN APPRECIATION. RESOLUTION 97-56 UNANIMOUSLY APPROVED.

DEPARTMENT OF SUPPORT SERVICES

R-8 First Reading of an ORDINANCE Establishing a Retirement Incentive Program for County Employees, and Amending Ordinance 631

ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF FIRST READING. VICKIE GATES EXPLANATION AND RESPONSE TO BOARD QUESTIONS. NO ONE WISHED TO TESTIFY. COMMISSIONER SALTZMAN COMMENTS IN SUPPORT. CHAIR STEIN COMMENTS IN APPRECIATION FOR THE EFFORTS OF VICKIE GATES, CURTIS SMITH, DAVE BOYER AND OTHERS WHO WORKED ON THE DEVELOPMENT OF THE PROGRAM. FIRST READING UNANIMOUSLY APPROVED. SECOND READING THURSDAY, APRIL 3, 1997.

IN HONOR OF THE LAST COUNTY BOARD MEETING IN THE MULTNOMAH COUNTY COURTHOUSE, IN ORDER TO TURN THE SPACE OVER TO THE STATE JUDICIAL SYSTEM FOR OPERATION OF COURTROOMS, COMMISSIONER COLLIER INITIATED A DISCUSSION ON THE HISTORY OF PAST COMMISSIONERS, INCLUDING DON CLARK, MIKE GLEASON, EARL BLUMENHAUER, ALICE CORBETT, MEL GORDON AND BARBARA ROBERTS; THE VARIOUS LOCATIONS THE COMMISSIONERS OCCUPIED WITHIN THE COURTHOUSE; THE 1960'S REMODELLING WHEN MARBLE WALLS AND FLOORS AND OAK FURNITURE WERE REPLACED WITH GREEN PAINT, FORMICA AND STAINLESS STEEL. COMMISSIONER SALTZMAN COMMENTS IN SUPPORT OF SHARING MEETING SPACE WITH THE PORTLAND CITY COUNCIL. CHAIR STEIN ADVISED MAYOR KATZ IMMEDIATELY AGREED TO SHARE MEETING SPACE WITH THE BOARD IN THE PORTLAND BUILDING AT NO COST TO THE COUNTY.

There being no further business, the regular meeting was adjourned at 10:15 a.m.

Thursday, March 27, 1997 - 10:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

BOARD BRIEFING

Chair Beverly Stein convened the meeting at 10:19 a.m., with Vice-Chair Gary Hansen and Commissioners Sharron Kelley and Dan Saltzman present, and Commissioner Tanya Collier excused.

B-1 Session Update on the 1997 Oregon Legislature. Presented by Sharon Timko and Gina Mattioda.

GINA MATTIODA, SHARON TIMKO, SANDRA DUFFY, DAVE WARREN AND DAVE BOYER PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION ON ISSUES INCLUDING FUNDING FOR NEW JUDGESHIPS; 1145 FUND RESERVES; OREGON YOUTH AUTHORITY; HOUSE JOINT RESOLUTION 85; POLICE AND FIRE RETIREMENT PENSION; MEASURE 5 COMPRESSION; SCHOOL FUNDING; NEED TO COMMUNICATE TO CONSTITUENTS THE IMPACT OF HJR 85 BEFORE MAY 20, 1997; MEASURE 47; HOUSE BILL 3163; VEHICLE REGISTRATION PROPOSAL; OREGON HEALTH PLAN; SAFETY NET CLINICS; CIGARETTE TAX; SENATOR LIM REQUEST FOR SUPPORT OF SENATE BILL 724; MEASURE 30; ASSOCIATION OF OREGON COUNTIES COMMITTEE EVALUATION OF UNMANDATED BILLS; TAX SUPERVISING AND CONSERVATION COMMISSION REQUEST FOR ADDITIONAL FUNDS; UTILITY FRANCHISE FEES.

There being no further business, the meeting was adjourned at 11:17 a.m.

BOARD CLERK FOR MULTNOMAH COUNTY, OREGON

Deborah L. Bogstad



MULTNOMAH COUNTY OREGON

BOARD CLERK

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

BOARD OF COUNTY COMMISSIONERS

BEVERLY STEIN •	CHAIR •	248-3308
DAN SALTZMAN •	DISTRICT 1 •	248-5220
GARY HANSEN •	DISTRICT 2 •	248-5219
TANYA COLLIER •	DISTRICT 3 •	248-5217
SHARRON KELLEY •	DISTRICT 4 •	248-5213

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

AGENDA

FOR THE WEEK OF

MARCH 24, 1997 - MARCH 28, 1997

Tuesday, March 25, 1997 - 9:30 AM - Cities/County Joint Meeting.... Page 2

Thursday, March 27, 1997 - 9:30 AM - Regular Meeting.....Page 2

Thursday, March 27, 1997 - 10:30 AM - Board Briefing.....Page 3

*Thursday Meetings of the Multnomah County Board of Commissioners are *cable-cast* live and taped and can be seen by Cable subscribers in Multnomah County at the following times:*

Thursday, 9:30 AM, (LIVE) Channel 30

Friday, 10:00 PM, Channel 30

Sunday, 1:00 PM, Channel 30

Produced through Multnomah Community Television

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

AN EQUAL OPPORTUNITY EMPLOYER

*Tuesday, March 25, 1997 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

CITIES/COUNTY JOINT MEETING

JM-1 Joint Meeting Between the Multnomah County Board of Commissioners, Portland City Council, and Mayors of the Cities of Fairview, Gresham, Maywood Park, Troutdale and Wood Village for Briefing and Discussion of City-County Consolidation Issues, Resolution of Intent, Public Input Process and Charter Review Commission Process and Timeline. 2 HOURS REQUESTED.

*Thursday, March 27, 1997 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

REGULAR MEETING

CONSENT CALENDAR

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-1 ORDER Authorizing Execution of Deed D971413 Upon Complete Performance of a Contract to Herbie Spires*
- C-2 ORDER Authorizing Execution of Deed D971424 for Certain Tax Acquired Property to King Brothers Investment Properties, an Oregon Partnership*

REGULAR AGENDA

NON-DEPARTMENTAL

- R-1 Metro Council Ruth McFarland Report on Metro's Enactment of the MERC Reform Package (Ordinance and Regional Funding Resolution)*

PUBLIC COMMENT

- R-2 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.*

DEPARTMENT OF HEALTH

- R-3 *Intergovernmental Agreement 201517 with the Oregon Health Division for the Provision of Health Insurance Payments and Medication Payments for Low-Income Persons Living with HIV/AIDS*

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-4 *RESOLUTION Closing the Hawthorne Bridge for Twelve Months Starting in Early 1998*
- R-5 *ORDER Authorizing Relinquishment of Certain Properties Not Needed for Public Use, to Janus Youth, Inc. Pursuant to ORS 271.330(2) [Subject Properties are Located at the Following Addresses: 2445 SE Hawthorne Boulevard, 2346 NW Northrup Street, 2173 NE Clackamas Street and 2036 SE Taylor Street, Portland and 2160 SW Halsey Street, Troutdale]*
- R-6 *ORDER Authorizing the Sale by Public Auction of Surplus County Land at NE 138th Avenue and Marine Drive*

NON-DEPARTMENTAL

- R-7 *RESOLUTION Supporting the Willamette Light Brigade, Bridge Pedal, Inc. and the Bicycle Transportation Alliance in their Effort to Celebrate and Preserve Our Willamette River Bridges with One Annual Event to be Called Bridge Pedal*

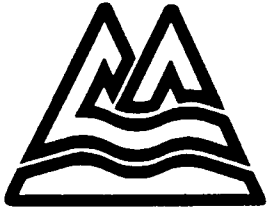
DEPARTMENT OF SUPPORT SERVICES

- R-8 *First Reading of an ORDINANCE Establishing a Retirement Incentive Program for County Employees, and Amending Ordinance 631*

Thursday, March 27, 1997 - 10:30 AM
(OR IMMEDIATELY FOLLOWING REGULAR MEETING)
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

BOARD BRIEFING

- B-1 *Session Update on the 1997 Oregon Legislature. Presented by Sharon Timko and Gina Mattioda. 1 HOUR REQUESTED.*



MULTNOMAH COUNTY OREGON

BOARD CLERK

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

BOARD OF COUNTY COMMISSIONERS

BEVERLY STEIN •	CHAIR	•248-3308
DAN SALTZMAN •	DISTRICT 1	• 248-5220
GARY HANSEN •	DISTRICT 2	•248-5219
TANYA COLLIER •	DISTRICT 3	•248-5217
SHARRON KELLEY •	DISTRICT 4	•248-5213

MEMORANDUM

TO: *Multnomah County Agenda Subscribers*

FROM: *Deb Bogstad, Board Clerk*

DATE: *March 20, 1997*

RE: *New Location for County Commission Meetings*

Effective April 1, 1997, the Multnomah County Board of Commissioners will turn hearing room 602 and room 604 in the County Courthouse over to the State Judicial System for operation of District and Circuit Courts.

In cooperation with the Portland City Council and Mayor, the Board of Commissioners will hold its weekly meetings in the auditorium on the second floor of the Portland Building, 1120 SW Fifth, Portland, Oregon, beginning April 1, 1997.

MEETING DATE: MAR 27 1997

AGENDA NO: C-1

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

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

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Request approval of deed to contract purchaser, HERBIE SPIRES, for completion of Contract #15703 (Property purchased at auction).

Deed D971413 and Board Order attached.

4/7/97 ORIGINAL DEED & COPIES TO TAX TITLE OF PAU

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT MANAGER: K. A. Tuneberg K. E. Nichols

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 D971413 Upon Complete Performance of)
a Contract to)

ORDER
97-51

HERBIE SPIRES)

It appearing that heretofore, on July 21, 1992, Multnomah County entered into a contract with HERBIE SPIRES for the sale of the real property hereinafter described; and

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

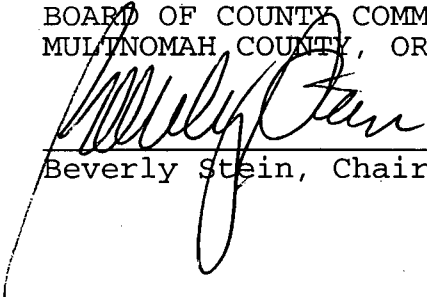
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the County of Multnomah, State of Oregon:

EXC PT IN ST, ELY 40' OF LOT 1, BLOCK 1; SELY 40' OF LOTS 2-4, BLOCK 1, POINT VIEW, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

Dated at Portland, Oregon this 27th day of March, 1997.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:
Sandra N. Duffy, Acting County Counsel
for Multnomah County, Oregon

By 
Matthew O. Ryan, Assistant County Counsel

DEED D971413

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

EXC PT IN ST, ELY 40' OF LOT 1, BLOCK 1; SELY 40' OF LOTS 2-4, BLOCK 1, POINT VIEW, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$23,600.00.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

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

HERBIE SPIRES
1223 N TERRY
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 27th day of March, 1997, by authority of an Order of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By *Beverly Stein*
Beverly Stein, Chair



REVIEWED:

Sandra N. Duffy, Acting County Counsel
for Multnomah County, Oregon

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

DEED APPROVED:

Kathleen A. Tuneberg, Acting Director
Assessment & Taxation

By *K A Tuneberg*
Kathleen A. Tuneberg

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

STATE OF OREGON

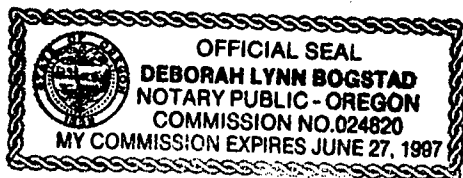
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) ss

COUNTY OF MULTNOMAH

)

The foregoing instrument was acknowledged before me this 27th day of March, 1997, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: 6/27/97

MEETING DATE: MAR 27 1997

AGENDA NO: C-2

ESTIMATED TIME: 9:30am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Auction Purchaser.

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services

DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg

TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

Request approval of deed to KING BROTHERS INVESTMENT PROPERTIES, Auction Purchaser, (Purchaser bought property at March 4, 1997 Auction, paid in full day of auction).

Deed D971424 and Board Order attached.

4/7/97 ORIGINAL DEED & COPIES OF ALL TO TAX TITLE

SIGNATURES REQUIRED:

ELECTED
OFFICIAL: _____

OR
DEPARTMENT MANAGER: K. A. Tuneberg Lowell L. Wickham

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF
COUNTY COMMISSIONERS
97 MAR 14 PM 12:12
MULTNOMAH COUNTY
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution
of Deed D971424 for Certain Tax
Acquired Property to

KING BROTHERS INVESTMENT PROPERTIES
An Oregon Partnership

ORDER
97-52

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement offered said property at public sale as by law provided, and did receive from KING BROTHERS INVESTMENT PROPERTIES, an Oregon Partnership, a bid for the sum of \$40,000.00, which said sum was the highest and best bid for said property; that the Sheriff did deliver to the Purchasers a Certificate containing a description of the property sold, the whole purchase price, the amount paid in cash, and the balance to be paid upon delivery of a deed to said property; and

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

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

LOT 9, BLOCK 9, EVELYN, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

Dated this 27th day of March, 1997

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Chair



REVIEWED:
Sandra N. Duffy, Acting County Counsel
Multnomah County, Oregon

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

DEED D971424

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to KING BROTHERS INVESTMENT PROPERTIES, Grantee, an Oregon Partnership, the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 9, BLOCK 9, EVELYN, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$40,000.00.

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

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

KING BROTHERS INVESTMENT PROPERTIES
13840 SE KNIGHT
PORTLAND OR 97236

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 27th day of March, 1997, by authority of an Order of said Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By *Beverly Stein*
Beverly Stein, Chair

REVIEWED:
Sandra N. Duffy, Acting County Counsel
for Multnomah County, Oregon

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

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

By *K.A. Tuneberg*
Kathleen A. Tuneberg

STATE OF OREGON

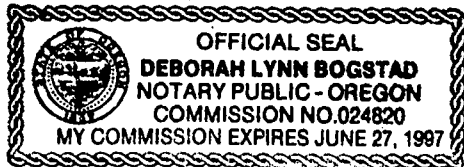
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) ss

COUNTY OF MULTNOMAH

)

The foregoing instrument was acknowledged before me this 27th day of March, 1997, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: 6/27/97

MEETING DATE: March 27, 1997
AGENDA #: R-1
ESTIMATED START TIME: 9:30 AM

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Report on Metro's Enactment of the MERC Reform Package

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

REGULAR MEETING: DATE REQUESTED: Thursday, March 27, 1997
AMOUNT OF TIME NEEDED: 15 minutes

DEPARTMENT: Non-Departmental DIVISION: Chair Beverly Stein

CONTACT: Mark Williams, MERC TELEPHONE #: 731-7837
BLDG/ROOM #: 777 NE MLK Blvd.

PERSONS MAKING PRESENTATION: Ruth McFarland and Mark Williams

ACTION REQUESTED:

☒ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

*Metro Councilor Ruth McFarland Report on Metro's Enactment
of the MERC Reform Package
(Ordinance and Regional Funding Resolution)*

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein
(OR)
DEPARTMENT MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
97 MAR 20 PM 2:28
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions? Call the Board Clerk @ 248-3277

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AMENDING) ORDINANCE NO. 97-677B
METRO CODE CHAPTERS 2.04 AND 6.01)
AND DECLARING AN EMERGENCY) Introduced by Councilor
Ruth McFarland

THE METRO COUNCIL ORDAINS AS FOLLOWS:

Section 1. Findings.

1. The Metropolitan Exposition-Recreation Commission (MERC) is a Metro Commission created pursuant to the provisions of Chapter 6 of the Metro Code. MERC is charged by Metro with the operation and management of regional sports, trade, convention, and spectator facilities, including facilities owned by the City of Portland as well as by Metro.

2. The Council finds that the regional facilities operated by MERC make a valuable contribution to the economic health, vitality, and quality of life in the Metro region.

3. The Council finds that it is in the interests of the Metro region to provide a management structure for the regional facilities managed by MERC that is efficient, cost effective, and accountable to public purposes and elected officials.

4. The Council finds that the facilities managed by MERC operate in a competitive, rapidly changing market.

5. The Council finds that the best means to meet the goal of cost effective, efficient, and accountable management of the MERC facilities in a competitive, market driven business is to enhance MERC's ability to operate in the most flexible, entrepreneurial and efficient manner possible.

6. The Council further finds that joint management and operation of the regional facilities maximizes economies of scale and other management efficiencies.

7. It is the intention of the Council in this Ordinance to amend sections of the Metro Code applicable to MERC so as to

benefit the residents of the Metro region by enhancing MERC's ability to operate in the most entrepreneurial, efficient and cost effective manner possible. Therefore, the provisions of this Ordinance shall be liberally construed so as to accomplish the intent of the Council.

Section 2. Metro Code Section 2.04.054 is amended as follows:

2.04.054 Competitive Bidding Exemptions

Subject to the policies and provisions of ORS 279.005 and 279.007, and the Metro Code, all Metro and Metropolitan Exposition-Recreation Commission public contracts shall be based upon competitive bids except:

(a) State Law. Classes of public contracts specifically exempted from competitive bidding requirements by state law.

(b) Board Rule. The following classes of public contracts are exempt from the competitive bidding process based on the legislative finding by the board that the exemption will not encourage favoritism or substantially diminish competition for public contracts and that such exemptions will result in substantial cost savings:

- (1) All contracts estimated to be not more than \$25,000 provided that the procedures required by section 2.04.056 are followed.
- (2) Purchase and sale of zoo animals, zoo gift shop retail inventory and resale items, and any sales of food or concession items at Metro facilities.
- (3) Contracts for management and operation of food, parking or similar concession services at Metro facilities provided that procedures substantially similar to the procedures required for formal Request for Proposals used by Metro for personal services contracts are followed.

- (4) Emergency contracts provided that written findings are made that document the factual circumstances creating the emergency and establishing why the emergency contract will remedy the emergency. An emergency contract must be awarded within 60 days of the declaration of the emergency unless the board grants an extension.
- (5) Purchase of food items for resale at the zoo provided the provisions of section 2.04.060 are followed.
- (6) Contracts for warranties in which the supplier of the goods or services covered by the warranty has designated a sole provider for the warranty service.
- (7) Contracts for computer hardware and software provided that procedures substantially similar to the procedures required for formal Request for Proposals used by Metro for personal services contracts are followed.
- (8) Contracts under which Metro is to receive revenue by providing a service.
- (9) Contracts for the lease or use of the convention, trade, and spectator buildings and facilities operated by the Metro Exposition-Recreation Commission.
- (10) Public contracts by the Metro Exposition-Recreation Commission in an amount less than \$75,000, which amount shall be adjusted each year to reflect any changes in the Portland SMSA CPI, provided that any rules adopted by the commission which provide for substitute selection procedures are followed; or
- (11) Contracts for equipment repair or overhaul, but only when the service and/or parts required are unknown before the work begins

and the cost cannot be determined without extensive preliminary dismantling or testing.

- (12) Contracts in the nature of grants to further a Metro purpose provided a competitive request for proposal process is followed.

(c) Board Resolution. Specific contracts, not within the classes exempted in subsections (a) and (b) above, may be exempted by the board by resolution subject to the requirements of ORS 279.015(2) and ORS 279.015(5). The board shall, where appropriate, direct the use of alternate contracting and purchasing practices that take account of market realities and modern innovative contracting and purchasing methods, which are consistent with the public policy of encouraging competition.

Section 3. Metro Code Chapter 6.01 is amended as follows:

6.01.010 Purpose

The purpose of this chapter is to establish a metropolitan commission to renovate, maintain, operate, and manage metropolitan convention, trade and spectator facilities pursuant to the 1992 Metro Charter. The commission established by this chapter is intended by the Metro council to operate in a cost effective, independent, entrepreneurial and accountable manner, so as to provide the greatest benefit to the residents of the Metro region. The provisions of this chapter shall therefore be liberally construed so as to achieve these ends. The commission is subject to the authority of the Metro auditor to perform the duties of that office.

6.01.020 Definitions

As used herein:

- (a) "Commission" means the Metropolitan Exposition-Recreation Commission established hereunder;
- (b) "Council" means the Metro council;
- (c) "Councilor" means a member of the council;

(d) "District" means Metro;

(e) "Executive" means the executive officer of Metro.

(f) "Final action" means an action taken by resolution of the commission that is not a ministerial action and that is not a tentative or preliminary action that:

(1) Precedes final action; or

(2) Does not preclude further consideration of the action.

(g) "Just cause" means habitual absence from meetings of the commission, physical or mental disability that prevents meaningful participation as a commission member, failure to remain a resident of the district, the commission of substantive violation of ORS chapter 244 (Government Ethics) or substantive regulations adopted pursuant thereto, conviction of any felony, or the commission of any action or failure to act of a similar nature that brings into serious question the ethical or legal integrity of the commission member's official actions.

(h) "Metro auditor" means the Office of Metro Auditor created pursuant to the 1992 Metro Charter.

6.01.030 Commission Created

There is hereby created a metropolitan exposition-recreation commission consisting of seven members. All members shall be residents of the district. The commission members shall be appointed as follows:

(a) Members of the commission shall be appointed by the executive officer and confirmed by a majority of the members of the council in accordance with the following procedures:

(1) Nomination Process. The executive officer will accept nominations to the commission as follows:

- (A) The County Commissions of Clackamas, Multnomah and Washington counties each shall nominate one candidate. The candidates must be residents of the district and nominating county.
 - (B) The City Council of the City of Portland shall nominate one candidate for each of two positions. The candidates must be residents of the district and the City of Portland.
 - (C) Two nominees shall be at the sole discretion of the executive officer. The candidates must be residents of the district.
- (2) Appointment Process. The executive officer shall, upon concurring in the nominations received from the County Commissions of Clackamas, Multnomah and Washington counties or the City Council of the City of Portland, transmit the names of the persons so nominated to the Metro council as appointments for confirmation. In addition, the executive officer shall transmit two additional names as appointments for confirmation.

For those positions on the commission which are subject to nomination by a local governmental body, the executive officer will receive the nominations from the relevant governing body and review the nomination prior to submitting the nomination to the Metro council for confirmation. If the executive officer fails to concur with any candidate so nominated by a local government, the executive officer shall so notify the jurisdiction which shall then nominate another candidate. This process shall continue until such time as the executive officer agrees to transmit the name of the individual nominated by the local government.

If an appointment submitted to the council for confirmation as a result of this process is rejected by the council, the executive officer shall so notify the local government which shall nominate another candidate and the process shall continue until such time as a candidate nominated by a local government has been forwarded by the executive officer to the council for confirmation and has been confirmed.

If the council fails to confirm an appointment made at the sole discretion of the executive officer, the executive officer may submit the name of another person for confirmation by the council.

(b) A vacancy shall occur from the death, resignation, failure to continue residency within the district and in the case of members nominated by a local government residency within the boundaries of the nominating government, or inability to serve of any member or from the removal of a member by the executive for just cause, subject to approval of the removal by a majority of the members of the council.

(c) Vacancies shall be filled pursuant to the procedure governing the initial appointment of members. Vacancies in a position originally filled by a member nominated by a local government pursuant to this section shall be filled by the nomination, appointment and confirmation process provided for in this section so that five members of the commission shall be the nominees of the four local government bodies as specified herein.

(d) No person who is elected to a public office, or appointed to fill a vacancy in a public office, shall be eligible to serve.

(e) The commission may adopt its own rules of organization and procedure and may elect its own officers for such terms and with such duties and powers necessary for the performance of the functions of such offices as the commission determines appropriate.

6.01.040 Powers

The commission shall have the following power and authority:

(a) To renovate, equip, maintain and repair any convention, trade, and spectator buildings and facilities for which the commission is responsible, and to advise the public owners of these facilities on financial measures which may be necessary or desirable with respect to initial construction or major capital projects;

(b) To manage, operate and market the use of the convention, trade, and spectator buildings and facilities for which the commission is responsible;

(c) To acquire in the name of the district by purchase, devise, gift, or grant real and personal property or any interest therein as the commission may find necessary for its purposes. The commission may recommend to the council the condemnation of property for use by the commission but may not itself exercise the condemnation power;

(d) To lease and dispose of property in accordance with ORS 271.300 to 271.360;

(e) To maintain and repair any real and personal property acquired for the purposes of the commission;

(f) To lease, rent, and otherwise authorize the use of its buildings, structures and facilities; to fix fees and charges relating to the use of said buildings, structures and facilities; to establish any other terms and conditions governing use of its buildings and facilities; and to adopt any regulations deemed necessary or appropriate for the protection of users and for the protection and public use and enjoyment of its buildings and facilities;

(g) To perform planning and feasibility studies for convention, trade, and spectator facilities within the district;

(h) To employ, manage, and terminate such personnel as the commission may find necessary, appropriate, or

convenient for its purposes under personnel rules adopted by the commission;

(i) To employ professional, technical, and other assistance as the commission may find necessary, appropriate, or convenient for its purposes;

(j) To enter into contracts of such types and in such amounts, including intergovernmental agreements, as the commission may deem necessary, appropriate, or convenient for the renovation, equipment, maintenance, repair, operation, and marketing of the use of buildings and facilities for which it is responsible, and for professional and other services, under contracting rules adopted by the commission;

(k) To enter into intergovernmental agreements for the transfer of convention, trade, or spectator buildings and facilities to the district, or for the transfer of operating and administrative responsibilities for such buildings and facilities to the commission, provided that the council has approved such acquisition or transfer;

(l) To accept gifts and donations and to contract for and receive federal and other aid and assistance;

(m) To determine the type, quality, and scope of services required by the commission in order to conduct its business in a cost effective, entrepreneurial, and independent manner, as required by this chapter. Services of the district including accounting, personnel, risk management, public affairs, and other services may be provided by the district subject to compensation being provided by the commission to the district as the district and the commission may agree upon. The commission may acquire such services by other means, provided that the commission determines by duly adopted resolution that the provision of such services by other means is cost effective, and results in a net benefit to the residents of the district and the regional facilities managed by the commission. The commission's legal services shall be provided to the commission by Metro's Office of General Counsel; fees for such services shall be as agreed to by the commission and Metro. The commission may purchase legal

services outside of Metro only with the permission of the Metro General Counsel. The commission shall provide Metro with 90 days written notice of its intent to purchase any service outside of Metro which was previously provided by Metro;

(n) To recommend to the council and to the other public owners of buildings and facilities managed by the commission such long-term revenue and general obligation measures and other revenue-raising measures for the benefit of the commission's purposes as the commission may deem appropriate for consideration by the council, by the other public owners of buildings or facilities managed by the commission, or the electors of the district, but the commission may not adopt such measures itself;

(o) To recommend to the council the adoption of ordinances carrying criminal and civil penalties for their violation, but the commission may not adopt such ordinances itself;

(p) To do all other acts and things necessary, appropriate, or convenient to the exercise of the powers of the commission.

6.01.050 Budget and Accounts

(a) General Requirements. The commission accounts shall be kept in conformity with generally accepted accounting practices and in accordance with the local budget law, provided that the local budget law shall control in the event of a conflict with generally accepted accounting practices, and the accounts shall be audited yearly at the same time and by the same auditor as are the district's accounts.

(b) Procedure for Commission Approval of Proposed Budget. The commission annually shall prepare a proposed budget and shall approve the proposed budget by duly adopted resolution. The commission's deliberations and actions on its budget, including any work sessions or subcommittee sessions, shall be conducted as public meetings as required by the Oregon statutes governing public meetings. Prior to approving any proposed budget, the commission shall provide

a reasonable opportunity for interested persons to testify and make their views known with respect to the proposed budget.

(c) Procedure for Submission of Commission Budget to Metro. Thirty days prior to the date set by the council for the executive officer's budget submission to the council, the commission shall transmit its proposed budget to the Metro executive, and shall simultaneously provide a copy of the proposed budget to the council. The executive shall submit the commission's proposed budget to the council with the executive's general budget submission to the council, together with any recommendations the executive may have for changes in the commission's proposed budget. The commission's budget shall be subject to review and approval by the council.

(d) Content of Commission's Budget. To the maximum extent permitted by law, the commission's budget shall consist of one commission-wide series of appropriations in those categories which are required by local budget law, applicable to all buildings, facilities, and programs managed by the commission. Once the commission's budget has been adopted by the council, any changes in the adopted appropriations not previously approved by the council must be ratified in advance by the council.

6.01.060 Commission Meetings and Form of Action

(a) Commission Meetings. All meetings of the commission shall be conducted as public meetings as required by Oregon law, except where executive sessions are permitted by law. The commission shall provide adequate notice of its meetings as required by law to the media and all interested persons who have requested in writing that they be provided with notice of commission meetings. In addition to these requirements, five working days prior to each regular meeting, the commission shall send a copy of its agenda for such meeting to all elected Metro officials, and to each city and county in the Metro region. In the event of a special meeting, in addition to complying with any and all requirements applicable to special meetings under Oregon law, the commission shall provide each Metro elected official with:

- (1) a copy of the proposed agenda for the special meeting, to be hand delivered or transmitted by facsimile device to the Metro elected official at least 24 hours in advance of the special meeting; and
- (2) at least 24 hours prior notice by telephone of the time, date, place, and proposed agenda for the special meeting.

(b) Commission Actions. All final actions of the commission shall be by resolution.

6.01.070 Delegation

The commission may delegate to its employees any of the power and authority of the commission subject to those limitations the commission deems appropriate. Any delegation shall be by resolution of the commission.

6.01.080 Filing and Effective Date of Commission Resolutions

(a) Within five days after the passage of any resolution, the commission shall file a copy of the resolution with the council clerk, or such other officer as the council may designate, who shall maintain a special record of the commission's resolutions which shall be accessible to the public under like terms as the ordinances of the district. The council clerk or such other officer as the council may designate shall immediately notify the executive officer and council of the receipt of the resolution.

(b) Resolutions of the commission shall be effective upon adoption or at such other time as specified by the commission.

6.01.100 Council Regional Facilities Committee/Commission
Business Plans

(a) The commission shall prepare business plans for each of its facilities, and shall update those plans as needed. The commission shall provide all Metro elected officials with copies of its business plans.

(b) The commission regularly shall report to the council regional facilities committee for purposes of review and recommendation on general policy, commission business plans, and budget matters. Such reports shall occur as directed by the committee, but in no event less than quarterly.

(c) The commission shall, on an annual basis, set goals and benchmarks for the performance of the buildings, facilities and services managed by the commission. Such goals and benchmarks shall be discussed in public meetings with reasonable opportunity for public input, and shall be adopted by duly adopted resolutions of the commission. Copies of proposed goals and benchmarks shall be provided to all Metro elected officials no later than ten working days prior to formal adoption by the commission. The commission shall include in its quarterly reports to the council regional facilities committee progress reports on the commission's progress towards meeting its adopted goals and benchmarks.

Section 4. Emergency Clause. This Ordinance being necessary for the health, safety, or welfare of the Metro region, for the reason that the financial and operating condition of the Commission requires the changes and improvements provided for herein without further delay, an emergency is declared to exist and this Ordinance takes effect upon passage.

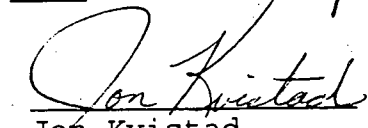
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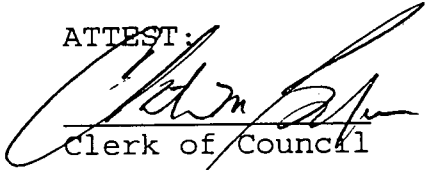
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ADOPTED by the Metro Council this 13th day of January 1997.


Jon Kvistad
Presiding Officer

ATTEST:


Clerk of Council

APPROVED AS TO FORM:


Daniel B. Cooper
Metro General Counsel

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I HEREBY CERTIFY THAT THE FOREGOING
IS A COMPLETE AND EXACT COPY OF THE
ORIGINAL THEREOF.


Clerk of the Metro Council

STAFF REPORT

CONSIDERATION OF ORDINANCE NO. 97-677, AMENDING METRO CODE CHAPTERS 2.04 AND 6.01 WHICH PERTAIN TO THE METROPOLITAN EXPOSITION-RECREATION COMMISSION (MERC)

Date: January 14, 1997

Presented by: Mark B. Williams
MERC Interim General Manager

Introduction:

This staff report accompanies and explains ordinance No. 97-677. Appendix A provides a section-by-section analysis; Appendix B shows the sources of the policy recommendations behind these amendments to the Metro Code, from the reports and studies which called for these changes.

Background and analysis:

The purpose of Metro ordinance No. 97-677 is to enhance MERC's ability to manage the facilities assigned to it by Metro in a manner that is entrepreneurial, cost-effective, efficient, flexible and accountable to elected officials and the public. The ordinance implements the recommendations of the elected officials, leading business representatives and citizens who served on the 1995 City/Metro Facilities Consolidation Committee and the 1996 Metro-appointed Transition Team on Regional Facilities Consolidation, who studied management of the regional sports, trade, convention, and spectator facilities operated by MERC. Councilors Ruth McFarland and Ed Washington and Executive Officer Mike Burton served as members of the Consolidation Committee; Councilor Ed Washington served on the Transition Team.

The Portland City Council and the Multnomah County Commission endorsed these recommendations on December 19, 1996 and requested that the Metro Council act within 90 days to make changes in the Metro Code to accomplish these goals.

Ordinance No. 97-677 would accomplish the goals of entrepreneurial, cost-effective, efficient, autonomous, flexible and accountable management of the regional facilities through:

- changes in procurement of support services and contracting procedures for some contracts to enhance flexibility and cost-effectiveness.

- global, streamlined budgeting, with one MERC-wide series of appropriations, and with a schedule that corresponds more closely to the facilities' business cycle.
- simplification and streamlining of approval and review processes for MERC budget adjustments, resolutions, and other actions.

Changes in the code are designed to ensure that MERC can respond rapidly to business conditions and opportunities in a competitive market, in order to best serve the regional public at minimum cost to the taxpayer.

Accountability

To ensure that the provisions to enhance the autonomy and independence of MERC do not weaken MERC's accountability to elected officials and the public, the ordinance strengthens accountability mechanisms that do not compromise the flexibility, efficiency and streamlined operations that are the intent of this ordinance. The ordinance:

- strengthens reporting by MERC to the Council, with the frequency and format as directed by the Metro Regional Facilities Committee, but in no event less than quarterly
- adds new provisions requiring public input in meetings on MERC budget and expanded public notice for all MERC meetings
- provides for transmission of the MERC budget directly to the Council at the time it is submitted to the Executive Officer
- creates new requirements to ensure that all Metro elected officials are notified in advance of proposed MERC actions

The ordinance leaves intact current accountability mechanisms, some spelled out in the ordinance and others in effect under MERC policy, that are in the public interest and do not dilute the intent of this ordinance, including:

- monthly public meetings to review all aspects of operation and management of the facilities
- citizen advisory committees for each facility
- maintenance of Council's ultimate authority for budget approval
- maintenance of Council as MERC's contract review board

Councilor Ed Washington's proposal to the Transition Team

Councilor Ed Washington submitted a proposal to the Transition Team on September 16, 1996 in response to the Transition Team's Model Draft, which included the following recommendations:

- "Metro/Commission would work together to craft a more efficient operating relationship, designed to improve efficiency of operations and reduce costs... To achieve this goal, the new [regional facilities management entity], as authorized by Metro Council in annual budget, would be able to purchase outside services (within a legal and ethical framework) from the service supplier offering the lowest bid/most efficient service." [Note: this recommendation was also included in the Transition Team Model Draft 9/12/96, Operational Considerations, No. 3]
- "No review of decisions. All Commission actions are final."
- "The [new regional facilities management entity], a management organization, is responsible for management of the system of regional facilities (including the OCC, EXPO Center, the PCPA and Civic Stadium), for management of each of the facilities within the system and for managing all financial aspects of the public funds contributed to the system." [Note: this recommendation was also included in the Transition Team Model Draft 9/12/96, Structural Considerations, No. 4]
- "Metro Council approves the [new regional facilities management entity's] annual, global budget, and gives [new regional facilities management entity] authority to operate within that global budget." [Note: this recommendation was also included in the Transition Team Model Draft 9/12/96, Structural Considerations, No. 6]
- "Funds [would be] managed system-wide..."
- "Broader exemptions from competitive bidding granted by Metro Council."

Appendix A

Section by Section Analysis

SECTION 1: FINDINGS

This section of the ordinance spells out the rationale for enacting changes in the Metro Code to enhance MERC's ability to operate in an entrepreneurial, efficient, cost-effective, autonomous, and accountable manner, and explicitly states the Council's intent for the ordinance.

SECTION 2: AMENDS METRO CODE SECTION 2.04.054

Paragraph (9) updates existing language to reflect MERC's current role and makes it consistent with other references throughout the ordinance.

Paragraph (10) increases the dollar amount of contracts that are exempt from the formal "sealed bid" competitive bidding process from \$31,000 to \$100,000. Enhances flexibility, efficiency and cost-effectiveness for these contracts by reducing the time and costs associated with formal bidding. Provides MERC the ability to meet urgent needs (including repairs) on timely basis, without jeopardizing bookings and losing revenue. Permits use of smaller, more cost-effective firms that are unable to meet formal bidding requirements. Informal bidding, including the request for proposal process, remains MERC policy for minor contracts. Major contracts remain subject to formal bidding process.

SECTION 3: AMENDS METRO CODE CHAPTER 6

6.01.010 Purpose

Adds 'housekeeping' language and states intent of the ordinance.

6.01.020 Definitions

Deletes existing (a)(1) and (a)(2), that allow individuals (from the public) to appeal to the Council to request review of MERC resolutions. Note that other avenues for citizen appeal remain available under state law, such as the writ of review.

New (a) strikes archaic language; updates definitions

6.01.030 Commission Created

Strikes archaic language

6.01.040 Powers

- (a) Reflects owner's responsibility to meet capital requirements of its buildings, including City of Portland's acceptance of responsibility for financing the capital needs of the buildings that it owns (PCPA and Stadium).
- (b) Strikes archaic language and adds new language consistent with ordinance.
- (f) Strikes unclear and obsolete language, eliminates layer of approval to enable MERC to act quickly and flexibly
- (i). Changed to be consistent with (m)
- (m) Enables MERC to procure best services at lowest cost--implements change called for in all recommendations for more cost-effective, efficient and entrepreneurial management of MERC.
- (n) Adds language to reflect City of Portland's acceptance of responsibility for financing the capital needs of the buildings that it owns, as well as Metro's obligation to seek regional funding for the capital needs of the facilities.

6.01.050 Budget and Accounts

- (a) - (d) Streamlines MERC budget process. Enhances MERC's ability to operate in an entrepreneurial and efficient manner, as recommended by all of the committees examining management of MERC. Takes into account the business needs of the facilities operating in a competitive market. Makes MERC budget process more business-like through elimination of costly, duplicative, and time-consuming MERC budget review. Ensures that process remains in accordance with local budget law and generally accepted accounting principles. Retains Metro Council's ultimate authority to review and approve the MERC budget.
- (b) Adds language to enhance MERC's accountability in the budget process to both the public and to the Council. Requires opportunity for public testimony before MERC adopts budget.
- (c) Provides budget schedule that corresponds more closely to business cycle within which MERC operates,

enabling MERC to incorporate actual performance and revenue results from previous year and make more realistic projections.

(d) Enhances efficiency and flexibility by providing for one commission-wide series of appropriations for personal services, materials, and services, capital outlay, and contingency. Requires Council approval for any changes in appropriations adopted by the Council.

6.01.060 Commission Meetings and Form of Action

Subjects MERC to more stringent public accountability standards for meetings. Requires prior notice to Metro elected officials and governments within the Metro region of proposed MERC actions.

6.01.080 Filing and Effective date of Commission Resolutions

(a-d) Enhances MERC's efficiency and autonomy by eliminating the review process for MERC resolutions. Intent is to focus Council's review of MERC actions on larger management and policy issues. Separate provisions ensure expanded opportunities for Council and public input into MERC resolutions prior to final action by the Commission, and enhanced reporting requirements to Council Regional Facilities Committee.

6.01.090 Initial Charge to Commission

Strikes archaic language having to do with the initial formation of the Commission.

6.01.100 Council Convention Center Committee

Updates and strikes archaic language; strengthens reporting requirements by MERC to the Council through the Regional Facilities Committee

Appendix B

Sources of Proposed Metro Code Amendments

City/Metro Facilities Consolidation Committee; Transition Team on Regional Facilities Consolidation

In its final report, the Consolidation Committee recommended that:

"Exposition Recreation facilities should be managed as a flexible financial and operational system... Governance [of the ER facilities] should be structured to allow:

- operation in an independent and entrepreneurial manner
- maintenance of a system of accountabilities to the public entities
- cutting the cost of support services..."
-

-City/Metro Facilities Consolidation Advisory Committee final recommendations, 1/11/96

The Transition Team reexamined and endorsed the recommendations of the Consolidation Committee. In the course of its deliberations, "the Transition Team developed an operational and governance model. The Model called for a modification of the current MERC structure into a ...more flexible, autonomous, and entrepreneurial entity operating with an annual global budget... The Transition Team reached a general accord that this model incorporated most, if not all, of the recommendations from the Consolidation Committee."

-Final report of the Transition Team on Regional Facilities Consolidation, 10/15/96

"Metro/Commission would work together to craft a more efficient operating relationship, designed to improve efficiency of operations and reduce costs... To achieve this goal, the new [regional facilities management entity] would be able to purchase outside services (within a legal and ethical framework) from the service supplier offering the lowest bid/most efficient service."

-Transition Team Model Draft 9/12/96, Operational Considerations, No.4.

Portland City Council Resolution and Multnomah County Commission Ordinance

The Portland City Council, on December 19, 1996, adopted a resolution in which the City acknowledged its capital responsibility for the PCPA and Civic Stadium, and agreed to contribute a total of \$3 million over the next five years for the operation of the buildings. The resolution stated: "...both commitments [are] subject to the Metro Council taking official action within 90 days from the date of this resolution which:

- Allow MERC enhanced autonomy to run its regional facilities in an independent and entrepreneurial manner;
- Reduce overhead costs by addressing support cost charges and allowing MERC needed flexibility in the provision of support services;
- Grant MERC the ability to provide and/or purchase support services in such a manner as to provide the most efficient, cost effective, flexible and business-like approach to managing the regional facilities"

•
-Portland City Council resolution adopted by the City Council on 12/19/96

The Multnomah County Commission, also on December 19, 1996, adopted a county ordinance enacting changes in the Multnomah County Transient Lodging Tax to allocate annually \$1.2 million to PCPA, \$200,000 to market the PCPA and support the region's cultural tourism efforts, and \$3.8 million for the operation of OCC.

In a separate resolution, the County Commission endorsed the Consolidation Committee's recommendations, as follows: "The Board of County Commissioners requests that the Metro Regional Facilities Committee report within 90 days...on its plan for implementing improvements in the organization of the [MERC], including but not limited to improvements allowing MERC to operate in a more independent and entrepreneurial manner, flexibility in securing support services so as to allow MERC to minimize overhead costs allocation to the regional facilities, and measures designed to hold down the costs for tenants of the regional facilities while maximizing management efficiencies."

-Multnomah County Commission resolution, passed 12/19/96

BEFORE THE METRO COUNCIL

FOR THE PUPOSE OF STATING THE)	RESOLUTION NO. 97-2463
COUNCIL'S POSITION WITH RESPECT)	
TO THE REGIONAL FACILITIES)	Introduced by Councilor
OPERATED BY THE METROPOLITAN)	Ruth McFarland
EXPOSITION-RECREATION COMMISSION)	

WHEREAS, the Metropolitan Exposition-Recreation Commission (MERC) is a Metro Commission created by the Metro Council under the provisions of Chapter 6.01 of the Metro Code; and

WHEREAS, MERC is charged by the Council with the operation and management of the Oregon Convention Center (OCC), the Portland Metropolitan Exposition Center (EXPO), both of which are owned by Metro, and, through a Consolidation Agreement entered into by Metro and the City of Portland, with the Portland Center for the Performing Arts (PCPA) and Civic Stadium (Stadium), which are owned by the City of Portland; and

WHEREAS, the facilities operated by MERC receive a major portion of their funding from the proceeds of the Multnomah County Transient Lodging Tax; and

WHEREAS, Multnomah County has, by ordinance, recently amended the provisions of the Transient Lodging Tax, so as to provide for allocation of funds in a manner that is acceptable to Metro; and

WHEREAS, Multnomah County, by resolution adopted concurrent with the recent amendments to the Transient Lodging Tax, requested that the City of Portland acknowledge its responsibility for major capital investments in the PCPA and Civic Stadium, and commit a total of \$600,000 per year towards the operations of PCPA and

Stadium, including \$300,000 targeted towards establishment of a 50 cent per ticket user fee for the nonprofit principal tenants of the PCPA; and

WHEREAS, Multnomah County, by the same resolution, requested that Metro plan and implement improvements in MERC's organization, and reconfirm Metro's commitment to seek future regional funding for all regional facilities operated by MERC; and

WHEREAS, the City of Portland has, by resolution, acknowledged that it has "responsibility for capital expenditures at both the PCPA and Stadium," and indicated its intent to commit a total of \$600,000 per year towards the operations of PCPA and Stadium for a period of five years, including \$300,000 annually targeted towards establishment of a 50 cent per ticket user fee for the nonprofit principal tenants of the PCPA; and

WHEREAS, Metro has, through Ordinance No. 97-677-B, implemented improvements in the organization of MERC designed to allow MERC to operate in a more streamlined and efficient fashion, while maintaining appropriate levels of accountability to elected officials; and

WHEREAS, Metro reconfirms its commitment to continue the search for a regional funding solution for the MERC facilities and the arts;

BE IT RESOLVED AS FOLLOWS:

1. Metro accepts the City of Portland's acknowledgment of its capital responsibility for PCPA and Civic Stadium, and acknowledges Metro's capital responsibility for OCC and Expo.

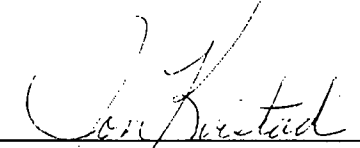
2. Metro accepts the City's proposed five year total contribution of \$3,000,000 (\$600,000 annually) for the operations of the City owned facilities.

3. Metro accepts the designation of \$300,000 of the City's annual contribution towards the establishment of a 50 cent per ticket user fee for the principal non-profit tenants of the PCPA.

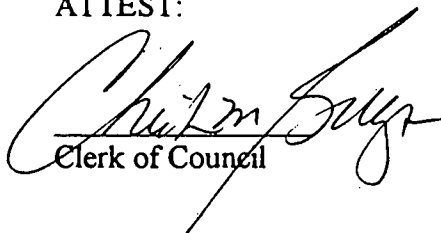
4. Metro accepts Multnomah County's allocation of the Transient Lodging Tax.

5. Metro reconfirms its commitment to the search for a regional funding solution for all regional facilities and the arts, and declares its desire to work cooperatively with Metro's regional partners with respect to these important regional assets.

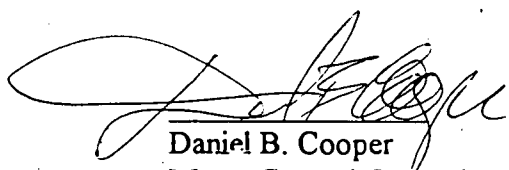
ADOPTED by the Metro Council this 27th day of February, 1997.


Jon Kvistad, Presiding Officer

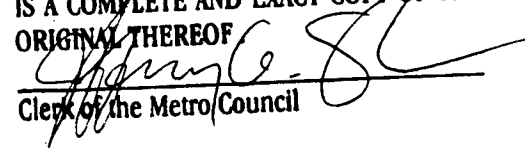
ATTEST:


Clerk of Council

APPROVED AS TO FORM:


Daniel B. Cooper
Metro General Counsel

I HEREBY CERTIFY THAT THE FOREGOING
IS A COMPLETE AND EXACT COPY OF THE
ORIGINAL THEREOF


Clerk of the Metro Council

MEETING DATE: MAR 27 1997
AGENDA NO.: R-3
ESTIMATED START TIME: 9:45am

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement with the Oregon Health Division

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

REGULAR MEETING Date Requested: _____
Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health DIVISION: _____

CONTACT: Philip Varnum* TELEPHONE #: x83339

BLDG/ROOM #: 340/2

PERSON(S) MAKING PRESENTATION: Tom Fronk

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Intergovernmental Agreement 201517 with the Oregon Health Division for the provision of health insurance payments and medication payments for low-income persons living with HIV/AIDS.

3/28/97 ORIGINALS to Karen Garber

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

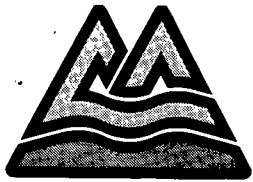
or

DEPARTMENT MANAGER: Billi Odegaard

BOARD OF
COUNTY COMMISSIONERS
97 MAR 14 PM 4:26
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON



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

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

MEMORANDUM

Date: March 4, 1997
To: Board of County Commissioners
From: Bill Odegaard, Director, Health Department
Subject: Contract #201517 with the State Health Division for support services for low-income people living with HIV/AIDS

- I. Recommendation/Action Requested: The Health Department recommends Board ratification of Contract #201517 with the State Health Division for the period February 27, 1997, through February 28, 1998. The agreement is retroactive because key personnel at the State were out of town and unable to finalize the terms until last week.
- II. Background/Analysis: The Health Department has received a federal grant through the Ryan White Comprehensive AIDS Resources Emergency (CARE) Act, which provides health care and support services to people living with HIV and AIDS. The CARE Act authorizes emergency funding for the sole purpose of fulfilling the unmet service needs of the HIV-positive affected population. The Health Division will receive funds to provide the following programs for low-income, HIV-positive persons who have no other source of payment:
- Community Health Insurance Program \$537,100
Payment of health insurance premiums (to prevent loss of coverage) as well as deductibles and co-pays. This program was previously provided by Ecumenical Ministries of Oregon. The State is now implementing the program statewide, and will use the Title I funds provided through this Agreement to support services in the Portland EMA.
 - AIDS Drug Assistance Program \$150,000
Payment for approved pharmaceuticals and medications for treatment of HIV and AIDS. This program was established by the State in the late 1980's. This Agreement provides additional funding support for services in the Portland EMA.

- III. Financial Impact: The County will reimburse the Health Division a maximum of \$687,100 for these services. The agreement is fully funded by the Health Department's Ryan White CARE Act Title I federal grant.
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: Continuing to collaborate with other government agencies in the provision of health care.
- VII. Citizen Participation: Ryan White Title I funds are allocated through the local HIV Health Services Planning Council. The Council oversees prioritization of funding allocations, advises on allocation procedures, and assists in evaluating administrative procedures. The Council reflects the diversity of the population affected by HIV/AIDS, and consists of a balance of service providers, community representatives and users of services.
- VIII. Other Government Participation: Multnomah County administers Ryan White Title I funds for the Portland Eligible Metropolitan Area (EMA) which consists of Clackamas, Columbia, Multnomah, Washington and Yamhill Counties in Oregon and Clark County Washington; and Ryan White Title II funds for Clackamas, Clatsop, Columbia, Multnomah, Tillamook and Washington Counties. All counties participate on the various planning councils and committees, and the Health Department has contracts with the Title II counties to provide HIV case management services.

In addition, OHSU receives Title I funds to administer the HIV Case Management Partnership Project, a coalition of 12 governmental and private agencies which provides comprehensive HIV case management services for clients in the EMA. Other governmental agencies participating in the Partnership Project include the Clackamas County Health Department, the U.S. Social Security Administration, the Oregon Senior and Disabled Services Division, and the Oregon Adult and Family Services Division.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☐

Contract # 201517

Previously Approved Contract Boilerplate: ☒ Attached ☐ Not Attached

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p> <p><input type="checkbox"/> Intergovernmental Agreement under \$25,000</p> <p><input type="checkbox"/> Expenditure</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input type="checkbox"/> Intergovernmental Agreement over \$25,000</p> <p style="text-align: center;">APPROVED-MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-3</u> DATE <u>3/27/97</u></p> <p style="text-align: center;">DEB BOGSTAD</p> <p style="text-align: center;">BOARD CLERK</p>
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Department: Health Division: _____ Date: 3/4/97

Contract Originator: Philip Varnum Phone: x83339 Bldg/Room: 340/2

Administrative Contact: Karen Garber Phone: x26207 Bldg/Room: 160/7

Description of Contract:

HIV support services: 1) Community Health Insurance Program; 2) AIDS Drug Assistance Program. (Ryan White Title I funding)

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF ☒ N/A ☐ None

Original Contract No. n/a (FOR RENEWALS ONLY)

<p>Contractor Name: <u>Oregon Health Division</u></p> <p>Mailing Address: <u>HIV Program, Suite 745</u></p> <p style="padding-left: 40px;"><u>800 NE Oregon Street #21, Suite 745</u></p> <p style="padding-left: 40px;"><u>Portland, OR 97232</u></p> <p>Phone: <u>731-4029</u></p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: <u>February 27, 1997</u></p> <p>Termination Date: <u>February 28, 1998</u></p> <p>Original Contract Amount: \$ <u>687,100</u></p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ _____</p>	<p>Bob McAlister, Program Manager</p> <p>Kip Beardsley, Grants & Budgets Manager</p> <p>Remittance Address (if different) _____</p> <p>_____</p> <p>_____</p> <p>Payment Schedule Terms</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input checked="" type="checkbox"/> Monthly \$ <u>(invoice)</u> <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p style="padding-left: 40px;">Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
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REQUIRED SIGNATURES:

Department Manager: *Billi Osigard* Date: 3/11/97

Purchasing Director: _____ Date: _____

(Class II Contracts Only)

County Counsel: *Kristy Hargis* Date: 3-14-97

County Chair/Sheriff: *Willie Don* Date: March 27, 1997

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC DEC
01	156	015	0324		GY03	6060		0383	HIV Support Services	\$391,600	
02	156	015	0325		GY03	6060		0383	HIV Support Services	\$295,500	
03											

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

DISTRIBUTION: Contract Administration, Finance, HD Contracts Unit, HD Payables/Receivables, HD Program Manager

**INTERGOVERNMENTAL AGREEMENT FOR
SUPPORT SERVICES FOR PEOPLE LIVING WITH HIV/AIDS**

THIS INTERGOVERNMENTAL AGREEMENT is between MULTNOMAH COUNTY, acting by and through its Health Department, hereafter "COUNTY," and the STATE OF OREGON, acting by and through its Health Division, hereafter "STATE."

WITNESSETH:

WHEREAS, COUNTY has received a federal grant through the Ryan White Comprehensive AIDS Resources Emergency (CARE) Act, which provides funding for health care and support services to people living with HIV/AIDS; and

WHEREAS, these funds are allocated to COUNTY to provide services throughout the six-county Portland Eligible Metropolitan Area, in accordance with the priorities established by Portland's HIV Services Planning Council; and

WHEREAS, STATE is able and prepared to provide such services as COUNTY does hereinafter require, under those terms and conditions set forth; now therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. TERM

This Agreement shall become effective when fully executed retroactive to February 27, 1997, and shall expire February 28, 1998, unless sooner terminated under the provisions hereof.

2. PURPOSE

STATE will receive federal Ryan White CARE Act Title I funds to provide the following programs for low-income persons living with HIV disease:

- Community Health Insurance Program (CHIP) - \$537,100
- AIDS Drug Assistance Program (ADAP) - \$150,000

3. CLIENT ELIGIBILITY

A. To be eligible for services under this Agreement, individuals, who may be self-referred or referred by case managers/outreach workers/health departments or other community agencies, must:

- 1) Have medically verifiable HIV disease. STATE will meet the federal requirement to document positive HIV serostatus for each person receiving services under this Agreement.
- 2) Reside in the six-county Eligible Metropolitan Area (EMA) which consists of the following counties: Clackamas, Columbia, Multnomah, Washington and Yamhill Counties in Oregon, and Clark County, Washington.

3) Have no other source of payment for the services provided.

B. To receive assistance through the **Community Health Insurance Program**, clients must also have an income which is:

- 1) Less than or equal to 240% of the Federal Poverty Level for payment of health insurance premiums.
- 2) Less than or equal to 200% of the Federal Poverty Level for payment of deductibles and co-pays.

STATE will require each client to certify income eligibility by providing documentation with his or her application.

C. To receive assistance through the **AIDS Drug Assistance Program**, clients must also have an income that falls within the guidelines set forth in the program application. STATE will require each client to certify income eligibility by providing documentation with his or her application.

D. In the event that STATE identifies the need to modify eligibility criteria during the Agreement period, STATE shall submit the following information to the COUNTY for review and approval prior to implementation:

- 1) A description of the change(s) in criteria.
- 2) The rationale for the change(s).
- 3) A statement regarding the impact of the change(s) on services and clients.

4. STATE'S SERVICES AND RESPONSIBILITIES

A. General

- 1) Funds received through this Agreement cannot be used to make direct financial payments to clients.
- 2) STATE will maintain a comprehensive outreach program to inform consumers, health care providers, social service agencies, AIDS services organizations and other community-based agencies about the availability of program services.
 - a) Outreach for the **Community Health Insurance Program** will emphasize informing potential clients who:
 - i. Have health insurance and are currently responsible for paying their own premiums.
 - ii. Have health insurance and may in the future become responsible for paying their own premiums under the Consolidated Omnibus Reconciliation Act (COBRA) through reduction or loss of employment.

- iii. Are uninsured and eligible for the Oregon Medical Insurance Pool (OMIP) but cannot afford premium payments.
 - iv. Are enrolled in the Oregon Health Plan.
- b) Outreach for the **AIDS Drug Assistance Program** will emphasize informing potential clients who:
 - i. Are ineligible for the Oregon Health Plan (Medicaid) because they fall between 100-235% of federal poverty level guidelines.
 - ii. Have insurance through the Oregon High Risk Pool and the annual co-pay and deductible expense are prohibitive.
- 3) STATE will assure that culturally sensitive outreach and services are provided to racial/ethnic minorities and to specific linguistic communities (e.g., Latinos). Minority clients served will be, at a minimum, proportionate to their racial/ethnic representation in the region's AIDS demographics.
- 4) STATE will utilize the ADAP Working Group to review and make recommendations for both CHIP and ADAP programs about client eligibility criteria, program policies, and evaluation of services. The Working Group will meet at least quarterly during the Agreement period. The Working Group will include persons openly living with HIV disease, at least two of whom shall be current clients of the program.
- 5) STATE will ensure that the service delivery system is sensitive to the client's need to maintain confidentiality. STATE will obtain client's written consent to:
 - a) Allow release of information, as required, to support coordination of care.
 - b) Verify, if necessary, insurance documentation.
 - c) Represent the client in the paying of health insurance premiums.
- 6) STATE will accept both self-referrals and referrals from service providers throughout the EMA. STATE will inform clients of the availability of case management services, and will refer clients, as appropriate, to a case manager for assessment and development of a comprehensive service plan. STATE will support the continuum of care by linking clients, as appropriate, to other services available within the EMA.
- 7) STATE will provide a procedure for a client to express concerns and/or file a complaint if he or she is dissatisfied with the services provided through this Agreement.

B. Community Health Insurance Program

- 1) STATE will maintain a health insurance assistance program which provides payment of health insurance premiums and deductibles and co-pays for clients who meet the eligibility requirements set forth in Paragraph 3 above. Services will include the following:
 - a) Continuation of insurance benefit payments for clients who qualify under COBRA.
 - b) Continuation of premium payments for clients who have existing health insurance coverage through a group or individual plan, including the Oregon Health Plan.
 - c) Payment of premiums for enrollment in new group or individual health insurance plans including but not limited to the Oregon Medical Insurance Pool and the Oregon Health Plan.
 - d) Payment of deductibles and co-pays.
- 2) STATE will provide services to the current caseload of 175 clients, and enroll new clients as required to maintain an average of at least 200 monthly premium payments.
- 3) STATE, in consultation with the ADAP Working Group, will establish procedures by April 1, 1997, for payment of health insurance deductibles and co-pays.
- 4) STATE will ensure that application procedures for determining client eligibility take into account the need for rapid eligibility determination and payment of premiums to maintain health insurance coverage.
- 5) During enrollment, each client's eligibility for services will be reassessed when circumstances change (e.g., client's income increases or decreases, client qualifies for Oregon Health Plan or Medicaid, etc.). A regular review of client's eligibility for services will occur at a minimum of six month intervals from the time of enrollment.
- 6) STATE will maintain a system for prompt payment of premiums to prevent loss of coverage. STATE further agrees to maintain liability insurance coverage adequate to cover client medical expenses in the event that a late premium payment causes a loss of coverage.
- 7) STATE will coordinate provision of services with client, case manager, employer, insurance company, and health care provider.
- 8) Upon the death of a client, STATE will assure that premium payments stop. In the event that this information is not received prior to payment of premium(s), STATE will require repayment by the insurance carrier.

- 9) STATE will consult with other health insurance continuation programs when developing or revising program services, and to keep abreast of trends in health insurance assistance for people with HIV disease.
- 10) STATE will assure that program staff maintain a comprehensive understanding of the rights of individuals under COBRA, and the client eligibility requirements and services provided through Medicaid, the Oregon Health Plan and any other federal or state medical benefit program available to serve people living with HIV disease.
- 11) STATE will assure that federal and state insurance laws, rules and regulations are followed as they relate to provision of health insurance benefit programs.
- 12) STATE will conduct regular assessments of program services based on the number of enrolled clients and the average cost of the premium payments, and develop projected expenditure plans. STATE will work with the ADAP Working Group as required to modify program policies and procedures to manage the caseload within the available budget.

C. AIDS Drug Assistance Program

STATE will maintain an on-going program to pay for medications/pharmaceuticals for clients who meet the eligibility requirements set forth in Paragraph 3 above.

- 1) STATE will provide services to a minimum of 60 clients during the Agreement period.
- 2) Only medications which are included in the approved formulary established by STATE will be covered under this Agreement.
- 3) STATE will coordinate services with the client's case manager to assure that all other avenues for coverage of the prescription have been identified and utilized prior to making payment.
- 4) Payments may be made on the client's behalf while an application is being processed for special assistance programs (e.g., programs sponsored by pharmaceutical companies). Clients must transition into these programs whenever possible.
- 5) STATE will report monthly on total expenditures for medications and the number of clients served. STATE will also report the names of all prescription medications covered during the month.

5. REPORTING, MONITORING AND EVALUATION

STATE shall:

A. Submit to COUNTY monthly statistical and narrative reports detailing progress in meeting Agreement objectives, quarterly reports detailing client demographics, and a final summary report. Monthly and quarterly reports shall be submitted on approved Ryan White reporting forms, and are due by the 15th of the month following the end of the reporting period. The final summary report must be received within thirty (30) days after the end of the Agreement period. Reports shall include but are not limited to the following information:

- 1) Number of unduplicated clients.
- 2) Number of new clients.
- 3) Number and types of services provided.
- 4) Client demographics, including but not limited to age, gender, ethnicity, county of residence and HIV/AIDS status.
- 5) A brief narrative describing progress in implementing services, any barriers encountered and steps taken to resolve those barriers.

B. COUNTY will monitor the effectiveness of services delivered under this Agreement and will work with STATE to resolve problems that emerge as services are delivered. Evaluation will include but not be limited to a review of the geographic and racial/ethnic distribution of clients, the accessibility of services, and client and provider satisfaction with services. Based on this evaluation, COUNTY may develop an action plan in cooperation with STATE to address any problems identified in the review. COUNTY reserves the right to require changes in the project's policies and procedures to assure that the needs of people living with HIV disease in the Portland EMA are met. COUNTY will schedule follow-up reviews as needed during the Agreement period.

6. COMPENSATION

A. COUNTY agrees to pay STATE a maximum of \$687,100 for the performance of those services provided hereunder, which payment shall be based upon the budget attached to this Agreement as Exhibit A and subject to the following terms:

- 1) Expenditures for program support (including indirect costs) shall not exceed the budgeted totals for each program.
- 2) COUNTY will reimburse STATE monthly upon receipt of a monthly line-item expenditure report detailing allowable expenses.

- 3) Reports shall be submitted by the 15th day of each month for services provided during the previous month to:

HIV Contract Manager
Multnomah County Health Department
20 NE 10th Avenue, 2nd Floor
Portland, OR 97232

- 4) Budget modifications between major categories (e.g., Personnel, Materials and Supplies, Equipment, or Direct Assistance) must be approved by COUNTY. The purchase of equipment not listed in the budget (Exhibit A) must be approved by COUNTY.
- 5) At the end of the Agreement period, final disposition of equipment purchased at a cost of \$2,000 or more with Agreement funds will be at the discretion of COUNTY.
- 6) In the event that STATE does not demonstrate the ability to provide services at the level specified for the Agreement term, COUNTY reserves the right to reduce Agreement funding and reallocate these funds to other Ryan White approved services.
- B. Both parties agree that this Agreement is subject to the availability of federal funds.
- C. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Agreement through the fiscal year ending June 30, 1997. In the event that funds cease to be available to COUNTY in the amounts anticipated during the remainder of the fiscal year, or in the event that sufficient funds are not approved and authorized in the next fiscal year, either COUNTY or STATE may terminate the Agreement or the parties by mutual agreement may reduce Agreement funding accordingly. COUNTY will notify STATE as soon as it receives notification from funding source. Reduction or termination will not affect payment for accountable expenses prior to the effective date of such action.
- D. All final billings affecting Agreement payments must be received within forty-five (45) days after the end of the Agreement period. Agreement payments not triggered or billed within this specified time period will be the sole responsibility of STATE.

**INTERGOVERNMENTAL AGREEMENT
STANDARD CONDITIONS**

1. INDEPENDENT CONTRACTOR STATUS

STATE is an independent contractor and is solely responsible for the conduct of its programs. STATE, its employees and agents shall not be deemed employees or agents of COUNTY.

2. INDEMNIFICATION

A. STATE shall defend, hold and save harmless COUNTY, its officers, agents, and employees from damages arising out of the tortious acts of STATE, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.

B. COUNTY shall defend, hold and save harmless STATE, its officers, agents, and employees from damages arising out of the tortious acts of COUNTY, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.

3. WORKERS' COMPENSATION INSURANCE

STATE shall maintain workers' compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier-insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes.

4. TAXPAYER IDENTIFICATION NUMBER

STATE shall furnish to COUNTY its federal employer identification number, as designated by the Internal Revenue Service.

5. SUBCONTRACTS AND ASSIGNMENT

STATE shall neither subcontract with others for any of the work prescribed herein, nor assign any of STATE's rights acquired hereunder without obtaining prior written approval from COUNTY. COUNTY by this Agreement incurs no liability to third persons for payment of any compensation provided herein to STATE.

6. RECORD CONFIDENTIALITY

COUNTY and STATE agree to keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality.

7. ACCESS TO RECORDS

STATE agrees to permit authorized representatives of COUNTY, and/or the applicable federal or state government audit agency, to make such review of the records of STATE as COUNTY or auditor may deem necessary to satisfy audit and/or program evaluation purposes. STATE shall permit authorized representatives of COUNTY's Health Department to site-visit all programs covered by this Agreement. Agreement costs disallowed as the result of such audits, review or site visits will be the sole responsibility of STATE. If an Agreement cost is disallowed after reimbursement has occurred, STATE will make prompt repayment of such cost.

8. OWNERSHIP OF WORK PRODUCT

All work products of STATE which result from this Agreement are the exclusive property of COUNTY, including the right of copyright of any published work.

9. ADHERENCE TO LAW

- A. STATE shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations and policies concerning workers' compensation, and minimum and prevailing wage requirements.
- B. STATE shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges or employment, nor shall any person be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age or handicap. In that regard, STATE must comply with all applicable provisions of Executive Order Number 11246 as amended by Executive Order Number 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R. 84.4 and the Americans with Disabilities Act of 1990, Public Law Number 101-336 and all enacting regulations of the EEOC and Department of Justice. STATE will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provision of ORS Chapter 659.

10. MODIFICATION

- A. In the event that COUNTY's Agreement obligation is amended by a federal- or state-initiated change, COUNTY shall amend this Agreement through written notification of changes sent to STATE by mail. STATE shall return to COUNTY within twenty (20) working days a signed acknowledgment of receipt of COUNTY's notification document.
- B. Any other amendments to the provisions of this Agreement, whether initiated by COUNTY or STATE, shall be reduced to writing and signed by both parties.

11. WAIVER OF DEFAULT

Waiver of a default shall not be deemed to be a waiver of any subsequent default. Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the provisions of this Agreement

12. EARLY TERMINATION

- A. Violation of any of the rules, procedures, attachments, or conditions of this Agreement may, at the option of either party, be cause for termination of the Agreement and, unless and until corrected, of funding support by COUNTY and services by STATE, or be cause for placing conditions on said funding and/or service, which may include withholding of funds. Waiver by either party of any violation of this Agreement shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this Agreement.
- B. This Agreement may be terminated by either party by sixty (60) days prior written notice to the other party, delivered by certified mail or in person.
- C. COUNTY may terminate this Agreement immediately, effective upon delivery of written notice to STATE by certified mail or in person, under any of the following conditions:
 - 1) Upon denial, revocation, suspension or non-renewal of any license or certificate required by law or regulation to be held by STATE to provide a service under this Agreement.
 - 2) If STATE fails to begin services on the date specified in this Agreement, or if STATE fails to continue to provide service for the entire Agreement period.
 - 3) If COUNTY has evidence that STATE has endangered or is endangering the health and safety of clients/residents, staff, or the public.
- D. If the Agreement is terminated under this paragraph, COUNTY shall pay STATE only for services provided in accordance with the Agreement through the day of termination.

E. Termination under any provision of this paragraph shall not affect any right, obligation or liability of STATE or COUNTY which accrued prior to such termination.

13. NOTICE OF LITIGATION

Each party shall give the other immediate notice in writing of any action or suit filed or any claim made against that party which may result in litigation in any way related to this Agreement.

14. OREGON LAW AND FORUM

This Agreement shall be construed and governed according to the laws of the State of Oregon.

15. INTEGRATION

This Agreement contains the entire Agreement between the parties pertaining to its subject matter and supersedes all prior written or oral discussions or agreements.

16. CERTIFICATION REGARDING LOBBYING

- A. STATE certifies, to the best of STATE's knowledge and belief, that no federally appropriated funds have been paid or will be paid, by or on behalf of STATE, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, STATE shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

17. OMB CIRCULAR A-128

If STATE is a sub-recipient of federal funds passed through the COUNTY, STATE shall submit to COUNTY an annual federal compliance audit in conformity with OMB Circular A-128 and the federal Single Audit Act of 1984.

IN WITNESS WHEREOF, the parties have caused this Agreement, including the Standard Conditions and any attachments incorporated herein, to be executed by their duly authorized officers.

STATE OF OREGON

By _____

Title _____

Date _____

Federal Tax ID Number

MULTNOMAH COUNTY, OREGON

By Beverly Stein

Beverly Stein, Multnomah County Chair

Date March 27, 1997

HEALTH DEPARTMENT

By Billi Odegaard

Billi Odegaard, Director

Date 3/11/97

By Philip J. Varnum

Philip J. Varnum, Program Manager

Date 3/6/97

REVIEWED:

Multnomah County Counsel

By Katie Gaetjens

Katie Gaetjens, Asst. County Counsel

Date 3/14/97

APPROVED MULTNOMAH COUNTY

BOARD OF COMMISSIONERS

AGENDA # R-3 DATE 3/27/97

DEB BOGSTAD

BOARD CLERK

EXHIBIT A
Oregon Health Division
Budget for Support Services for People Living With HIV/AIDS
February 27, 1997 - February 28, 1998

Description	ADAP Budget	Insurance Continuation Budget
Personnel		
Personnel	0	\$35,934
Fringe Benefits	0	\$13,447
Total Personnel	0	\$49,381
Materials & Services		
Travel/Mileage	0	3,000
Activities/Transportation	0	0
Telephone	0	1,875
Printing/Duplicating	0	3,000
Postage	0	800
Educational/Activity Materials	0	0
Rent	0	1,970
Food	0	0
Office Supplies/Software	0	1,000
Other Supplies/non-capital outlay equipment	0	0
Training/Staff Development	0	625
State Government Service Charge	0	2,145
Intra-Agency Charges	0	1,725
Subtotal Materials & Services	0	16,140
Indirect Costs	0	3,275
Subtotal Program Support	0	68,796
Direct Assistance Payments/Vouchers	150,000	468,304
Total Funds	150,000	\$537,100
FTE		
Program Manager		1.00
Office Specialist		0.25
Total FTE		1.25

MEETING DATE: MAR 27 1997

AGENDA NO: R-4

ESTIMATED START TIME: 9:45am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Hawthorne Bridge Closure for Rehabilitation Project

BOARD BRIEFING Date Requested: _____

Requested by: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: March 27, 1997

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Transportation and Land Use Planning

CONTACT: Karen Schilling TELEPHONE #: 26698

BLDG/ROOM #: 425

PERSON(S) MAKING PRESENTATION: Karen Schilling and John Lindenthal

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Approval of Resolution to close Hawthorne Bridge for 12 months.

4/7/97 copies to Karen Schilling

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

KB [Signature]

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF
COUNTY COMMISSIONERS
97 MAR 19 PM 1:28
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION AND LAND USE PLANNING DIVISION
1620 SE 190TH AVENUE
PORTLAND, OREGON 97233
(503) 248-5050

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: Larry F. Nicholas, P.E., Director
Department of Environmental Services

Karen Schilling
Transportation Planning Administrator

TODAY'S DATE: March 12, 1997

REQUESTED PLACEMENT DATE: March 27, 1997

RE: Hawthorne Bridge Closure for Rehabilitation Project

I. Recommendation/Action Requested:

Approval to close the Hawthorne Bridge to all modes of traffic for one year starting in early 1998 for the Phase III Rehabilitation Project.

II. Background/Analysis:

The construction schedule for the Hawthorne Bridge requires the bridge to be closed for a continuous 12 months starting in early 1998.

III. Financial Impact:

Closing the Hawthorne Bridge for a continuous 12 month time period is the most cost-effective way to complete the project. There are cost-savings expected through a total closure of the bridge.

IV. Legal Issues:

There are no legal issues.

V. Controversial Issues:

There are no controversial issues.

VI. Link to Current County Policies:

This schedule allows the county to perform the work in the most cost-effective manner.

VII. Citizen Participation:

Numerous briefings and Listener Bureau meetings were held with interested user groups. Some of the groups include the Bicycle Transportation Alliance, the Willamette Pedestrian Coalition, the Central Eastside Industrial Council and neighborhood and business associations from the Southeast and downtown. Over 90% of the comments received supported the 12 month closure.

VIII. Other Government Participation:

The city of Portland, ODOT, and Tri-Met have been active participants in the public meetings and staff meetings to reach consensus for this project. These three agencies support the one year closure. In addition, the schedule for capital projects is being coordinated between the agencies to ensure that impacts are minimized.

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

In the matter of Closing the)
Hawthorne Bridge for 12 months)

RESOLUTION
97-53

WHEREAS, the Hawthorne Bridge is scheduled for rehabilitation including painting, redecking, upgrading the structural support system, and adding sidewalks, and

WHEREAS, a 12 month construction schedule is the most cost-effective schedule to complete the work, and

WHEREAS, a 12 month construction schedule requires closing the bridge to pedestrians, bicyclists, buses and other motor vehicle traffic, and

WHEREAS, an extensive public involvement process identified support for the 12 month schedule, and

WHEREAS, the city of Portland, Tri-Met and the Oregon Department of Transportation support the 12 month schedule.

THEREFORE, IT IS RESOLVED that the Hawthorne Bridge will be closed for 12 months starting in early 1998.

APPROVED this 27th day of March, 1997.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By


Beverly Stein, Chair

REVIEWED:

SANDRA N. DUFFY, ACTING COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By


Assistant County Counsel
John Thomas

MEETING DATE: MAR 27 1997

AGENDA #: R-5

ESTIMATED START TIME: 9:50am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Relinquishment of Janus Youth Home real property to Janus Youth, Inc.

BOARD BRIEFING:

DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING:

DATE REQUESTED: March 27, 1997

AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Environmental Services

DIVISION: Facilities & Property Mgmt.

CONTACT: Bob Oberst

TELEPHONE #: 248-3851

BLDG/ROOM #: 421/3rd

PERSON(S) MAKING PRESENTATION: Bob Oberst, F. Wayne George

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Relinquishment of Youth Home real property to Janus Youth, Inc.

4/7/97 2 ORIGINAL Agreements & copies of ORDER to
BOB OBERST

SIGNATURES REQUIRED:

ELECTED

OFFICIAL: _____

(OR)

DEPARTMENT

MANAGER: Bob Oberst

Lawrence K. Williams

BOARD OF
COUNTY COMMISSIONERS
97 MAR 20 AM 8:28
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Robert Oberst, Facilities & Property Management

RO

TODAY'S DATE: February 25, 1997

REQUESTED PLACEMENT: March 27, 1997.

RE: Relinquishment of Youth Home real property to Janus Youth, Inc.

I. Recommendation/Action Requested: Order of Board of Commissioners authorizing relinquishment of five youth home properties to Janus Youth, Inc.

II. Background/Analysis: Janus Youth, Inc. is an Oregon non profit corporation which provides residential and outpatient care to emotionally disturbed and delinquent children. Janus presently conducts a portion of its operations within five residential structures owned by Multnomah County and leased to Janus (a copy of the lease is attached hereto). The lease purports to be of perpetual term, is limited to the use referred to above, has no rental revenue to the County and requires the County to perform all maintenance and upkeep of the premises at County's sole expense. The five properties are located at:

- (1) 2445 SE Hawthorne Boulevard, Portland, Oregon;
- (2) 2346 NW Northrup Street, Portland, Oregon
- (3) 2173 NE Clackamas Street, Portland, Oregon
- (4) 2036 SE Taylor Street, Portland, Oregon
- (5) 2160 SW Halsey Street, Troutdale, Oregon (County Farm)

Janus has approved the AGREEMENT FOR RELINQUISHMENT OF PROPERTY NOT NEEDED FOR PUBLIC USE presented herewith to the Board of Commissioners, agreeing to accept the property and simultaneously canceling the lease.

III. Financial Impact: The 1996/97 assessed value of the property is a total of \$1,156,500.00, as shown in EXHIBIT II of the AGREEMENT before the Board. Under the provisions of the lease, Multnomah County is not able to use, sell or otherwise achieve gain from the property.

The cost to Multnomah County of maintaining the five properties over the past five years is a total of \$207,913.12. A summary of the costs broken down by individual property and by County fiscal year is attached. Because each of the structures on the properties is relatively old, it would be expected that the average annual cost of maintenance would climb.

Additionally, there is some probable exposure of the County to liability in the event of any injury causing event at any of the properties that might be attributed to degree of maintenance; Janus does not carry liability insurance covering the County nor does it indemnify the County for any liability.

It is probable that a minor partition or lot line adjustment process before the City of Troutdale may be required in order to transfer the Troutdale property to Janus. Total direct cost of this process is estimated at less than \$200.00.

IV. Legal Issues: ORS 271.330(2) authorizes political subdivisions of the State of Oregon to relinquish title to property to non profit corporations for the purpose (among others) of providing child care.

V. Controversial Issues: None, to FM knowledge.

VI. Link to Current County Policies: The relinquishment of property to Janus Youth, Inc. will allow Janus greater flexibility in providing its services to youth and will eliminate Multnomah County's continuing burden of maintenance.

VII. Citizen Participation: None.

VIII. Other Government Participation: None.

AGREEMENT

THIS AGREEMENT, made this 1st day of September, 1977,
by and between MULTNOMAH COUNTY, a home rule political subdivision of the State
of Oregon (hereinafter "Lessor"), and JANIS, INC., an Oregon nonprofit corpo-
ration (hereinafter "Lessee"),

W I T N E S S E T H :

1. Lessor hereby leases unto Lessee, and Lessee hereby leases from
Lessor, the following premises:

- (1) AINSLIE PLACE
2445 S.E. Hawthorne Boulevard
Portland, Oregon
- (2) TROUTDALE HOUSE
Route 2, Box 61A
Troutdale, Oregon 97060
- (3) NORTHRUP HOUSE
2346 N.W. Northrup Street
Portland, Oregon 97210
- (4) CLACKAMAS HOUSE
2173 N.E. Clackamas Street
Portland, Oregon 97232
- (5) TAYLOR HOUSE
2036 S.E. Taylor Street
Portland, Oregon 97214

together with all equipment, supplies and furnishings thereon, which are owned
by Lessor and which are used as of the date of this agreement by Lessee in
connection with a program for residential or outpatient care of emotionally
disturbed or delinquent youth.

2. Lessee shall use the demised premises for purposes of the services,
activities and objectives described in Exhibit 2 to that certain agreement
between the parties dated September 1, 1977, and for no other
purposes; provided, however, that upon the expiration or termination of said
agreement of September 1, 1977, Lessor may continue to use the demised
premises for identical or related purposes, for so long as Lessee continues to
conduct a program upon such premises involving residential or outpatient care

of emotionally disturbed or delinquent youth.

3. The term of this agreement shall be perpetual, but this agreement may be terminated by Lessor upon thirty (30) days' written notice to Lessee if, in Lessor's sole judgment, Lessee is not satisfactorily conducting a program of the kind described in paragraph 2 hereof. Lessee may terminate this agreement upon thirty (30) days' written notice to Lessor.

4. Lessee shall have the use and enjoyment of the demised premises free of rent.

5. Lessor shall perform maintenance and upkeep of the demised premises, free of charge. Lessee shall be responsible for all other costs or charges in connection with Lessee's use and enjoyment of the demised premises, including, without limitation, utilities, taxes, and insurance. Lessee shall indemnify Lessor for and hold Lessor harmless from any and all costs, loss or liability, including reasonable settlements, for injury to persons or property resulting from or allegedly resulting from any acts or omissions of Lessee, its officers, employees or agents in connection with activities carried on at the demised premises.

6. In the event of destruction, partial destruction or damage to the demised premises, neither party shall have any obligation to effect the replacement or repair of the same, but Lessee may effect such replacement or repairs at its own expense.

7. Lessee will make no unlawful use of the demised premises and will, upon termination of this agreement, quit and deliver up said premises quietly and in as good order and condition, reasonable wear and tear excepted and save for damage due to unavoidable causes, as the same are now or may hereafter be placed during the term of this agreement.

8. Lessee will at all reasonable times permit and allow Lessor or its representatives to enter into and upon the premises or any part thereof for the purpose of examining the condition thereof.

9. In the event Lessee shall hold over and remain in possession of the demised premises after the termination of this agreement, such holding over shall not be deemed to operate as a renewal or extension of this agreement, but shall operate to create a tenancy month to month which may be terminated at any time upon thirty (30) days' written notice by either party.

10. Neither party shall be liable to the other for any loss of the use or enjoyment of the demised premises due to the taking thereof by the law of eminent domain, or due to damage, destruction or partial destruction, or due to any other cause. In any such event, save as Lessee may decide to effect replacement or repair in the event of damage, destruction or partial destruction, the rights and obligations of the parties hereunder shall immediately cease.

11. Those certain lease agreements between the parties or their predecessors, dated July 1, 1974, are hereby terminated.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers the date first hereinabove written.

BOARD OF COUNTY COMMISSIONERS FOR
MULTNOMAH COUNTY, OREGON

By Donald E. Clarke
Chairman

Touchstone-JANIS, Inc.

By Carol Lewis

APPROVED AS TO FORM:

JOHN B. IEAHY
County Counsel for
Multnomah County, Oregon

By Martin B. Vidgoff
Martin B. Vidgoff
Deputy County Counsel

**FACILITIES MAINTENANCE COSTS
JANUS HOUSES**

	All Janus Houses	Janus Wendy Hobbit	Janus Clackamas	Janus Hawthorne/ Buckman	Janus Northrup	Janus Taylor	TOTAL
1995-96	161.31	7,617.15	18,435.67	13,819.21	26,558.74	15,764.22	82,356.30
1994-95	0.00	4,192.78	2,718.48	5,313.63	7,000.12	1,532.45	20,757.46
1993-94	415.71	11,767.64	3,774.21	3,067.16	1,210.39	1,631.91	21,867.02
1992-93	0.00	56,764.47	3,547.14	5,565.14	277.00	660.90	66,814.65
1991-92	0.00	2,142.92	5,633.12	1,795.32	2,855.35	3,690.98	16,117.69
	577.02	82,484.96	34,108.62	29,560.46	37,901.60	23,280.46	207,913.12

BOGSTAD Deborah L

From: GEORGE Wayne F
Sent: Wednesday, February 26, 1997 10:54 AM
To: STEIN Beverly E; SALTZMAN Dan S; HANSEN Gary D; KELLEY Sharron E; COLLIER Tanya D
Cc: NICHOLAS Larry F; OBERST Robert J; FARVER Bill M; FARRELL Delma D; BOGSTAD Deborah L
Subject: RE: Janus Youth homes relinquishment

I think in the past I've spoken with all the Board members on this subject and I believe came away with the impression (after speaking with each of you) that this is a win-win situation for both Multco and Janus. According to the present lease terms, we would not have use of this property for 70+ more years! Janus has maintenance staff to take care of these facilities, and we certainly could use the savings by not maintaining these buildings for 7 more decades..... However, if you have any questions, please do not hesitate to call me.

From: OBERST Robert J
To: SALTZMAN Dan S; HANSEN Gary D; KELLEY Sharron E; COLLIER Tanya D
Cc: NICHOLAS Larry F; GEORGE Wayne F; FARRELL Delma D; BOGSTAD Deborah L
Subject: Janus Youth homes relinquishment
Date: Wednesday, February 26, 1997 9:33AM

A proposed Order of the Board of Commissioners approving relinquishment and transfer of the Janus Youth homes to Janus Youth, Inc. will be submitted for Board approval at the Board meeting on March 27, 1997.

There are five such homes, which are located at 2445 SE Hawthorne, 2346 NW Northrup, 2173 NE Clackamas, 2036 SE Taylor and 2160 SW Halsey (Troutdale).

Total 96/97 assessed value: \$1,156,500; total County cost of maintenance for last five years: \$207,913.12.

Presently subject to perpetual lease to Janus, no rental. Proposed transfer would require continued use for the present purpose or application of sale proceeds to that purpose in the event of subsequent sale by Janus.

A more complete report will accompany the Agenda Placement. No separate briefing from the action agenda is planned at this time. My phone ext 83851.

BEFORE THE BOARD OF COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Authorizing Relinquishment of Certain)
Properties Not Needed for Public Use) ORDER
to Janus Youth Programs, Inc.,) 97-54
Pursuant to ORS 271.330(2))

IT APPEARING that the real property described in the attached Agreement for Relinquishment of Property Not Needed for Public Use is surplus to the needs of Multnomah County; and

IT APPEARING that Janus Youth Programs, Inc., an Oregon non profit corporation, is currently utilizing said real property for the purpose of providing social services and child care within the meaning of ORS 271.330(2), including residential and outpatient care of emotionally disturbed and delinquent youth in Multnomah County pursuant to a perpetual lease from Multnomah County; and

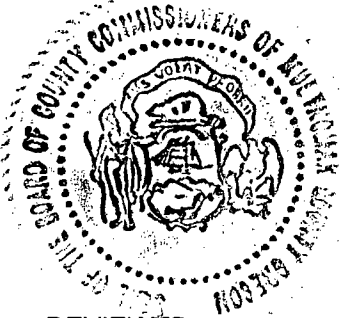
IT APPEARING that Multnomah County is obligated to maintain said real property at its sole expense and is unable to use, sell or otherwise achieve gain from said property; and

IT APPEARING that Janus Youth Programs, Inc. could improve its provision of the services described above through greater flexibility in use of the said property through ownership; and

IT APPEARING that Multnomah County is authorized by ORS 271.330(2) to relinquish the property to Janus Youth Programs, Inc. and that the relinquishment will benefit Multnomah County, and the Board being fully advised in the matter; now therefore

IT IS HEREBY ORDERED that the Multnomah County Board of County Commissioners authorizes execution of the attached Agreement for Relinquishment of Property Not Needed for Public Use to Janus Youth Programs, Inc. this date and any deeds or other documents required for completion of this relinquishment, and that the County Chair be and hereby is authorized to execute same on behalf of Multnomah County.

DATED this 27th day of March, 1997.



REVIEWED:

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

SANDRA N. DUFFY, ACTING COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Counsel

AGREEMENT FOR RELINQUISHMENT OF PROPERTY NOT NEEDED FOR PUBLIC USE

THIS AGREEMENT is made this 27 day of March , 1997 by and between Multnomah County, a political subdivision of the State of Oregon (County) and Janus Youth Programs, Inc., an Oregon nonprofit corporation (Janus).

RECITALS

- A. Janus is an Oregon nonprofit corporation which provides social services and child care within the meaning of ORS 271.330 (2), including residential and outpatient care of emotionally disturbed and delinquent youth.
- B. County is the owner of certain real property (Property) located within Multnomah County and more particularly described in Exhibit I attached hereto and made a part hereof.
- C. Janus occupies and uses the Property, pursuant to its September 1, 1997 agreement with County, to provide social services and child care within the meaning of ORS 271.330 (2).
- D. County wishes to relinquish to Janus and Janus wishes to receive from County title to the Property, upon the terms and conditions recited hereinbelow, in order that Janus may continue to provide and to improve the said social services and child care which it provides.

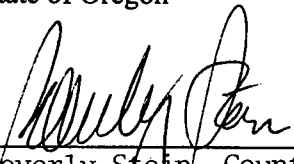
TERMS AND CONDITIONS

- 1. RELINQUISHMENT OF TITLE. County shall relinquish title to the Property to Janus by Bargain and Sale Deed(s) upon the terms and conditions set forth in this Agreement.
- 2. CONSIDERATION. The consideration for the relinquishment of the Property by County to Janus shall be the provision of social services and child care, including residential and outpatient care of emotionally disturbed and delinquent youth, within the meaning of ORS 271.330 (2) by Janus to citizens of Multnomah County, utilizing the Property.
- 3. VALUE OF PROPERTY. County and Janus agree that the value of the Property at the time of this Agreement is that shown on Exhibit II attached hereto and made a part hereof.
- 4. CONDITIONS OF TITLE RELINQUISHED. Relinquishment of title to the Property by County to Janus shall be subject to the conditions that the Property shall be used to provide social services and child care by a nonprofit corporation or, in the event that Janus shall sell or exchange said Property or a portion thereof, the proceeds of such sale or the fair market value of the Property or portion thereof exchanged shall be used solely and within a period of one year from such sale or exchange for the purpose of acquiring real property or investing in the Regional Children's Campus, Inc. which shall be used by Janus to provide social services and child care as a nonprofit corporation. The Bargain and Sale Deed(s) by which County relinquishes title to Janus shall recite these conditions of title and the reversion of title stated in paragraph 5 below.
- 5. REVERSION OF TITLE. In the event that Janus shall use the Property for purposes other than those set forth in ORS 271.330 (2) or that Janus shall cease being a nonprofit corporation, title to the Property or any portion thereof held by Janus at the time of such use or immediately prior to such time that Janus shall cease to be a nonprofit corporation shall revert to County.

6. TITLE AND CONDITION OF PROPERTY. The Property shall be relinquished by County and accepted by Janus in its condition at the time of delivery of the Bargain and Sale Deed(s) to Janus and County makes no warranty or representation as to the condition of the Property or status of title to the Property at the time of this Agreement or at any other time. The foregoing, notwithstanding, County agrees that prior to delivery of the bargain and sale deed to Janus, County shall, at its expense, complete the re-roofing at Buckman House and demolition of a garage on that property (2445 S.E. Hawthorne Blvd., Portland, OR).
7. TAXES AND ASSESSMENTS. Janus shall be responsible for all taxes and other assessments levied upon the Property and payable after the delivery of the Bargain and Sale Deed(s).
8. COSTS OF RELINQUISHMENT. Janus shall pay all costs of accomplishing the relinquishment of the Property to it with the exception of costs incurred by County for preparation of relinquishment documents and surveys of the Property.
9. DELIVERY OF BARGAIN AND SALE DEED(S). County shall deliver the Bargain and Sale Deed(s) relinquishing the Property to Janus when they have been prepared and properly executed, but not later than 180 days after the date of this Agreement.
10. TERMINATION OF PRIOR AGREEMENTS. All prior agreements between County and Janus regarding the Property, including said September 1, 1977 AGREEMENT shall terminate and be of no further effect upon delivery of the Bargain and Sale Deed(s) to Janus.
11. ENTIRE AGREEMENT. This instrument is the entire, final and complete agreement of the parties pertaining to the relinquishment of the Property and supersedes and replaces all written or oral agreements heretofore made or existing by and between the parties or their representatives insofar as the Property is concerned. Neither party shall be bound by any promises, representations or agreements except as are herein expressly set forth.
12. MISCELLANEOUS. The addresses of the parties to this Agreement for delivery of all notices and the Bargain and Sale Deeds shall be those shown on the signature page of this Agreement. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon.

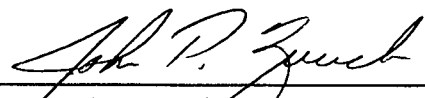
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Multnomah County, a political subdivision of
the State of Oregon

By 
Beverly Stein, County Chair
Address:
Property Management
2505 S.E. 11th Avenue
Portland, Oregon 97202

Janus Youth Programs, Inc. an
Oregon nonprofit corporation

John P. Zuercher

By 
President of the Board
Address:
738 N.E. Davis
Portland, Oregon 97232

REVIEWED

By 
MATTHEW O'LEARY
MULTNOMAH COUNTY COUNSEL



EXHIBIT I

A tract of land situated in the southwest one-quarter of Section 26, T1N, R3E, W.M., City of Troutdale, Multnomah County, Oregon, and being more particularly described as follows:

Beginning at a 3/4" iron pipe which is north 1,724.57 feet and east 1,311.19 feet from the southwest corner of said Section 26, said 3/4" pipe being at the northwest corner of Parcel No. 1 of Partition Plat No. 1990-24, and also being on the south right-of-way line of N.E. Halsey Street (County Road No. 1180); thence S 00° 27' 56" E, along the west line of said Parcel No. 1, 309.17 feet to a 3/4" iron pipe; thence N 85° 09' 14" E along the south line of said Parcel No. 1, 173.36 feet to a 3/4" iron pipe; thence N 20° 43' 05" W, 109.44 feet to a 3/4" iron pipe; thence N 33° 55' 46" W, 233.08 feet to a 3/4" iron pipe on said southerly right-of-way line of said N.E. Halsey Street; thence S 79° 06' 00" W along said right-of-way line, 6.55 feet to the place of beginning.

Containing 0.705 acres.

Together with a 25.00 foot wide easement for ingress and egress purposes as depicted on the west side of Parcel No. 1 of Partition Plat No. 1990-24.

Basis of bearing from Partition Plat No. 1990-24.

EXHIBIT I

Lots 1 and 3, Ainslie Place, Portland, Oregon

Lot 9, Block 2, Goldsmith's Addition, Portland, Oregon

Lot 1 and east ½ of Lot 2, Block 9, Holladay Park 2nd Addition, Portland, Oregon

Lot 1, Block 6, Central Park E P, Portland, Oregon

EXHIBIT II

<u>Property Address</u>	<u>Value</u>
2445 SE Hawthorne Boulevard, Portland OR	\$ 162,800
2346 NW Northrup, Portland OR	266,100
2173 NE Clackamas, Portland OR	244,900
2036 SE Taylor, Portland OR	182,700
2160 SW Halsey, Troutdale OR	<u>300,000</u>
Total all Property	\$1,156,500

MEETING DATE: MAR 27 1997

AGENDA #: R-6
ESTIMATED START TIME: 9:55 Am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

Sale of Surplus County Land: Tax Lot 2100 of Lot 80 and
SUBJECT: Tax Lot 1700 of Lots 72 - 79, Reynolds Mountain View Plot 2

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

REGULAR MEETING: DATE REQUESTED: March 27, 1997
AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Facilities & Property Mgmt.

CONTACT: Bob Oberst TELEPHONE #: 248-3851
BLDG/ROOM #: 421/3rd floor

PERSON(S) MAKING PRESENTATION: _____

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

• Sale of Surplus County Land: Tax Lot 2100 of Lot 80 and Tax Lot 1700 of Lots 72 - 79,
Reynolds Mountain View Plot 2.

4/7/97 copies to Bob Oberst

SIGNATURES REQUIRED:

ELECTED OFFICIAL: [Signature]
(OR)
DEPARTMENT
MANAGER: Robert Oberst [Signature]

BOARD OF
COUNTY COMMISSIONERS
97 MAR 20 AM 8:28
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Robert Oberst, Facilities & Property Management

1360

TODAY'S DATE: March 4, 1997

REQUESTED PLACEMENT: March 27, 1997.

RE: Sale of Surplus County Land: Tax Lot 2100 of Lot 80 and Tax Lot 1700 of Lots 72-79, Reynolds Mountain View Plat 2.

I. Recommendation/Action Requested: Approval by Board of Commissioners of sale of property at public auction as provided by law for sale of surplus real property and, if not sold at public auction, then at private sale for not less than a minimum price equal to \$186,437.00 or fair market value as determined by an independent professional appraisal .

II. Background/Analysis: These adjacent parcels of land consist of approximately 2.14 acres combined, located in the southeast corner of NE Marine Drive and 138th Avenue; NE Jarrett Street borders the parcels on the south. The land is zoned for industrial use. A portion of the tax lot map showing the boundary of the property outlined is attached.

It was acquired in 1964 and 1965 by the County Transportation Division in connection with a then proposed widening of NE Marine Drive and 138th Avenue intersection. I have been informed that the Transportation Division no longer considers this property needed for its present or future purposes. I have also contacted the City of Portland Transportation Engineering, which has jurisdiction over the public ways at this location, and been advised that it has no present or future use for this land.

The parcels have an assessed value of \$220,100.00 (\$2.36/sq ft) for 1996/97. Street, storm sewer and sanitary sewer improvements have been constructed in 138th Avenue and Jarrett Street adjacent to the parcels in 1996, pursuant to a Local Improvement District which includes the parcels. The LID cost to the parcels as estimated by the City in March 1996 is \$114,630.81 (\$1.23/sq ft). It is my opinion, based upon quoted values and sales prices of industrial land in the same general area, that the land would have a market value of \$230,000 to \$325,00 (approximately \$2.50 to \$3.50 per square foot) as of March 1997. The value may be at the lower end of this range because of the narrow or "non squared" configuration of the combined parcels effect upon potential development.

An industrial developer of adjacent land, Spieker Properties, has offered to purchase the parcels for the sum of \$186,437.00 (\$2.00 /sq ft) and would assume the burden of payment of the LID cost.

III. Financial Impact: This real property was acquired through use of County road funds. The proceeds of a sale would be deposited to the road funds account. The land is currently exempt from property taxation. Private ownership and development of the land would result in future tax revenue on an assessed value of the land plus improvements made by the developer. Multnomah County would avoid having to pay the LID assessment of approximately \$114,630.81.

IV. Legal Issues: None, to Facilities & Property Management (FM) knowledge.

V. Controversial Issues: None, to FM knowledge.

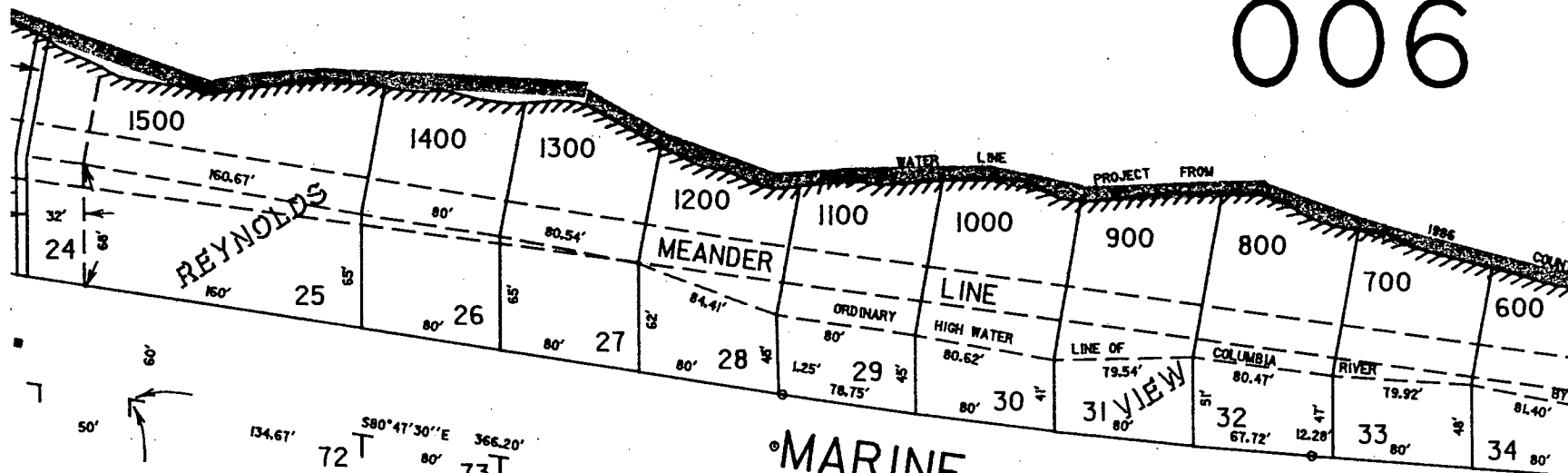
VI. Link to Current County Policies: None. May be considered consistent with County financial policy, generally, if not specific County policy.

VII. Citizen Participation: None.

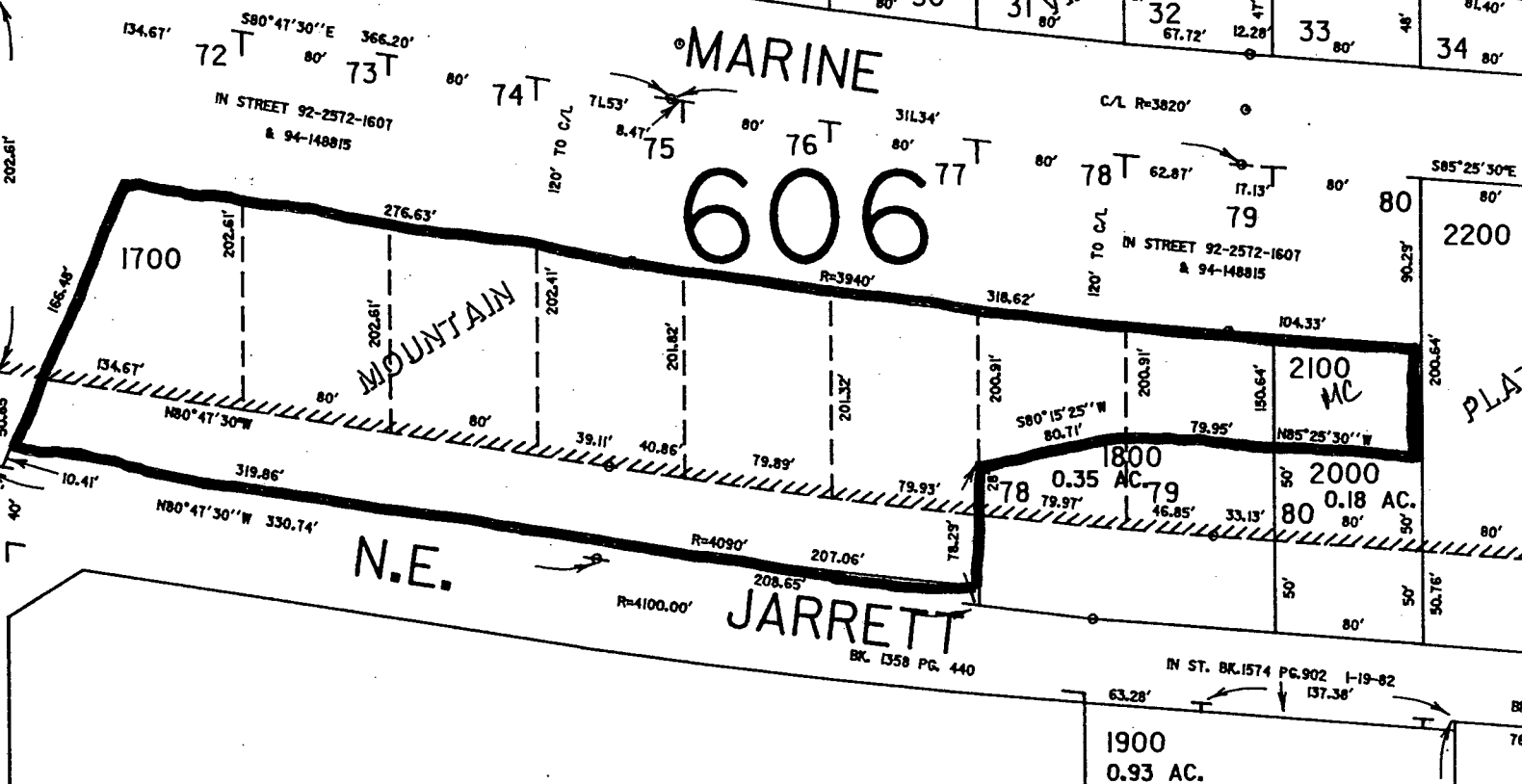
VIII. Other Government Participation: None.

SOUTH CHANNEL

006



AVE.
138TH RD. 1804





CITY OF
PORTLAND, OREGON
OFFICE OF CITY AUDITOR

Assessments/Liens Division
1220 S.W. 5th, Rm. 202
Portland, Oregon 97204
Telephone: 823-4090

TO: MULTNOMAH COUNTY
PROPERTY MANAGEMENT
2505 SE 11TH AVE
PORTLAND, OR 97202-1006

DATE: 03/08/1996
ACCOUNT NO. 00107913
PROJECT NO. C9896
TAX ACCT. NO. R700801950

HEARING NOTICE AND COST ESTIMATE

PROJECT: CONSTRUCTION OF STREET, STORM SEWER & SANITARY SEWER
IMPROVEMENTS IN NE JARRETT /NE 138TH AVE LID

The City Council of the City of Portland has authorized the design and possible construction of the local improvement project described above. All benefitted property will be assessed a portion of the cost of construction. The estimated assessment on your property is:

PROPERTY ADDRESS: 00000 00 00000 ST

ADDITION: REYNOLDS MTN VIEW PLAT 2

BLK: LOT: 80 TL 2100

2-21-97

*Auditor's office does not
have final Assessment.
Would not expect it
to be less than the
estimate*

ESTIMATED ASSESSMENT: \$ 1,680.34

A public hearing will be held in the Council Chambers of City Hall, 1220 SW 5th Avenue, Portland, Oregon, at the regular meeting beginning at 9:30 AM on April 03, 1996.

At this hearing, any views from property owners will be heard. Written objections if any, must contain a specific reason for not wanting construction of the project and must be submitted to the Office of the City Auditor by 5:00 PM on March 27, 1996.

This estimate includes the costs of constructing this local improvement plus engineering administration and interim financing. The total cost of this project is estimated to be \$ 733,062.06 .

Council approval of this project will make it possible to begin construction in the near future.

If you have questions about the design of the project, please call (503) 823-7049 . Please direct questions regarding your share of the cost to the City Auditor's Office, 823-4092.



CITY OF

PORTLAND, OREGON

OFFICE OF CITY AUDITOR

Assessments/Liens Division

1220 S.W. 5th, Rm. 202

Portland, Oregon 97204

Telephone: 823-4090

TO: MULTNOMAH COUNTY
DEPT OF ENVIRONMENTAL SVCS
1620 SE 190TH AVE
PORTLAND, OR 97233-5910

DATE: 03/08/1996
ACCOUNT NO. 00107912
PROJECT NO. C9896
TAX ACCT. NO. R700801630

HEARING NOTICE AND COST ESTIMATE

PROJECT: CONSTRUCTION OF STREET, STORM SEWER & SANITARY SEWER
IMPROVEMENTS IN NE JARRETT /NE 138TH AVE LID

The City Council of the City of Portland has authorized the design and possible construction of the local improvement project described above. All benefitted property will be assessed a portion of the cost of construction. The estimated assessment on your property is:

PROPERTY ADDRESS: 00000 00 00000 ST

ADDITION: REYNOLDS MTN VIEW PLAT 2

BLK: LOT: 72-79 TL 1700

*2-21-97
City Auditor's office does
not have final assessment.
Would not expect it to
be less than the estimate*

ESTIMATED ASSESSMENT: \$ 112,950.47

A public hearing will be held in the Council Chambers of City Hall, 1220 SW 5th Avenue, Portland, Oregon, at the regular meeting beginning at 9:30 AM on April 03, 1996.

At this hearing, any views from property owners will be heard. Written objections if any, must contain a specific reason for not wanting construction of the project and must be submitted to the Office of the City Auditor by 5:00 PM on March 27, 1996.

This estimate includes the costs of constructing this local improvement plus engineering administration and interim financing. The total cost of this project is estimated to be \$ 733,062.06 .

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BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Authorizing the Sale by Public)	O R D E R
Auction of Surplus County Land at)	97-55
NE 138 th Avenue and Marine Drive)	

IT APPEARING that two parcels of real property consisting of approximately 2.14 acres of land described as follows:

A portion of Lot 80 in REYNOLDS MOUNTAIN VIEW PLAT NO. 2 in Sec. 14, T-1-N, R-2-E, W.M. , Multnomah County, Oregon:

All of Lot 80 REYNOLDS MOUNTAIN VIEW PLAT NO. 2, a recorded plat in Multnomah County, Oregon, Except the South 50.00 feet.

A parcel of land in Section 14, T-1-N, R-2-E, W.M., Multnomah County, Oregon, described as follows:

Beginning at the Northwest corner of Lot 72, Reynolds Mountain View Plat 2, a recorded plat in Multnomah County, Oregon; thence S. 80° 47' 30" E. along the North line of Lots 72, 73, 74 and 75, of said Reynolds Mountain View Plat 2, a distance of 366.20 feet to a point in said North line of Lot 75; thence continuing along said North line of Lots 75, 76, 77, 78 and 79 of said Reynolds Mountain View Plat 2, along a curve to the left, having a radius 3850.00 the chord of which bears S. 83° 06' 30" E. 311.25 feet, an arc distance of 311.34 feet to a point in said North line of Lot 79; thence S. 85° 25' 30" E. continuing along said North line 17.13 feet to the Northeast corner of said Lot 79, Reynolds Mountain View Plat 2, thence South along the east line of said Lot 79, 150.64 feet to a point in said east line; thence N. 85° 25' 30" W. 79.95 feet to a point in the east line of said Lot 78, Reynolds Mountain View Plat 2; thence S. 80° 15' 25" W. 80.71 feet to a point in the east line of said Lot 77, Reynolds Mountain View Plat 2, said point being North 28.00 feet from the southeast corner of said Lot 77, thence south along said east line and its southerly extension 78.29 feet to a point in the north right of way line of N.E. Jarrett Street as dedicated by deed, recorded in Deed Book 1358, page 440, Deed Records of Multnomah County, Oregon; thence along said north right of way line on a curve to the right having a radius of 4100.00 feet, the chord of which bears N. 82° 14' 58" W. 208.65 feet, an arc distance of 208.65 feet to a point in said north right of way line; thence N. 80° 47' 30" W. continuing along said north right of way line 330.74 feet to a point in the east right of way line of N.E. 138th Avenue, County Road No.1804; thence north along said east right of way line 50.65 feet to a point; thence S. 80° 47' 30" E. 5.07 feet to the southwest corner of said Lot 72, Mountain View Plat 2; thence North along the east right of way line of said N.E. 138th Avenue, County Road No. 1804, 202.61 feet to the point of beginning.

are surplus to the need of Multnomah County; and

IT APPEARING that it is in the best interest of Multnomah County to sell said real property; and

IT APPEARING that the 1996/97 assessed value of said real property is \$220,100.00 and that an independent appraisal may provide an estimate of current fair market value; and

IT APPEARING that a street, storm sewer and sanitary sewer Local Improvement District assessment will impose a burden of \$114,630.81 upon the property, as estimated by the Auditor of the City of Portland; and

IT APPEARING that Spieker Properties, L.P., a California limited partnership, is willing to purchase said real property for the sum of \$186,437.00 and assume the burden of the assessment for said Local Improvement District; and

IT APPEARING that the minimum price for which the real property should be sold is \$186,437.00 or fair market value as established by independent professional appraisal, less the sum of \$114,630.81, with purchaser assuming the burden of the said Local Improvement District assessment; and

IT APPEARING that a sale of said land must be made by public sale as provided in ORS 275.110 through 275.160; and

IT APPEARING that the Board is fully advised in the matter; now therefore

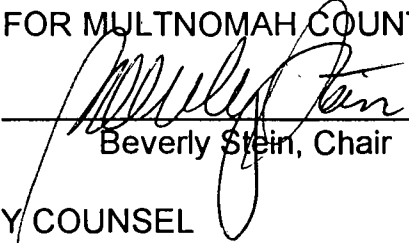
IT IS HEREBY ORDERED that the said real property be sold, that the Multnomah County Sheriff make sale thereof, that the minimum price thereof shall be \$186,437.00 or the amount of fair market value to be determined by independent professional appraisal done for Multnomah County within six months prior to sale less \$114,630.81, that the terms of sale shall be payment in cash at closing; and

IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute any instruments required to complete the sale of said real property.

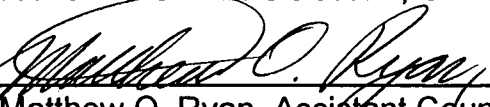
DATED this 27th day of March, 1997.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:
SANDRA N. DUFFY, ACTING COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Counsel

MEETING DATE: MAR 27 1997

AGENDA #: R-7

ESTIMATED START TIME: 10:00am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Resolution to support the agreement between Bridge Pedal Inc., Willamette Light Brigade and Bicycle Transportation Alliance in which they will produce one annual event called Bridge Pedal, to be held on Labor Day Weekend.

BOARD BRIEFING:

DATE REQUESTED:

REQUESTED BY: Cameron Vaughan-Tyler

AMOUNT OF TIME NEEDED:

REGULAR MEETING:

DATE REQUESTED: March 27, 1997

AMOUNT OF TIME NEEDED: 10 minutes

DEPARTMENT: Non Departmental

DIVISION: Commissioner Saltzman

CONTACT: Cameron Vaughan-Tyler

TELEPHONE #: 248-5220

BLDG/ROOM #: 106/1500

PERSON(S) MAKING PRESENTATION: Staff

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Resolution supporting one annual event agreement between Bridge Pedal Inc., Willamette Light Brigade and Bicycle Transportation Alliance

4/1/97 copies to Cameron Vaughan-Tyler

SIGNATURES REQUIRED:

ELECTED
OFFICIAL:

(OR)
DEPARTMENT
MANAGER:

Dan Saltzman

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 MAR 20 PM 12:16

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES
Any Questions: Call the Office of the Board Clerk 248-3277 or 248-5222

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF MULTNOMAH COUNTY**

Supporting the Willamette Light Brigade,)
Bridge Pedal Inc. and the Bicycle Transportation Alliance)
in their effort to celebrate and preserve our Willamette)
River Bridges with one annual event to be called Bridge Pedal)

Resolution
97-56

WHEREAS, Multnomah County has been working with the Willamette Light Brigade, Bridge Pedal Inc. and the Bicycle Transportation Alliance to work toward producing one annual event to celebrate our bridges and their growing popularity as a major avenue of transportation for bicyclists both East and West; and

WHEREAS, this opportunity will increase the fundraising and educational opportunities for each of these groups; and

WHEREAS, Multnomah County wants to enhance public awareness of the ever-increasing use of its bridges for pedestrians and bicyclists and also for their historical significance to our county; and

WHEREAS, the City of Portland is in agreement that there will be one annual bridge event to be called Bridge Pedal and that this event will be held on Labor Day weekend;

NOW THEREFORE, IT IS RESOLVED BY THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS that Multnomah County will work in active partnership with Bridge Pedal Inc., Willamette Light Brigade and the Bicycle Transportation Alliance to produce an event that will promote public awareness of and support for our Willamette River Bridges. This event will be called **Bridge Pedal**, to be held on August 31, 1997, Labor Day Weekend.

IT IS FURTHER RESOLVED THAT Multnomah County will support the Willamette Light Brigade involvement in this endeavor, by providing Department Juvenile and Adult Community Justice Work Crews to assist with the set up and take down of the Bridge Pedal event.

IT IS FURTHER RESOLVED THAT Multnomah County commends these groups and encourages employees and citizens of Multnomah County and the City of Portland to participate in this event and come together as a community to enhance and ensure its success.

Dated this 27th day of March, 1997



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


Beverly Stein, Chair

**SANDRA N. DUFFY, ACTING COUNTY COUNSEL
MULTNOMAH COUNTY, OREGON**


John Thomas, Assistant County Counsel

MEETING DATE: March 27, 1997
AGENDA # R-8
ESTIMATED START TIME: 10:10am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ordinance Establishing a Retirement Incentive Program for County Employees

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

REGULAR MEETING: DATE REQUESTED: Thursday, March 27, 1997
AMOUNT OF TIME NEEDED: 20 minutes

DEPARTMENT: Support Services DIVISION: Employee Services

CONTACT: Vickie Gates TELEPHONE #: 306-5880
BLDG/ROOM #: 106/1400

PERSONS MAKING PRESENTATION: Vickie Gates and Curtis Smith

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

*An Ordinance Establishing a Retirement Incentive Program
for County Employees, and Amending Ordinance 631*

SIGNATURES REQUIRED:

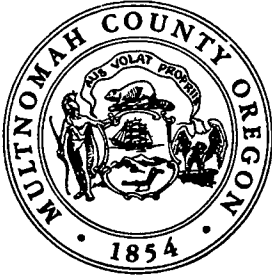
ELECTED OFFICIAL: _____
(OR)

DEPARTMENT MANAGER: Vickie S. Gates

BOARD OF
COUNTY COMMISSIONERS
97 MAR 20 PM 2:08
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions? Call the Board Clerk @ 248-3277



Beverly Stein, Multnomah County Chair

Room 1515, Portland Building
1120 S.W. Fifth Avenue
Portland, Oregon 97204

Phone: (503) 248-3308
FAX: (503) 248-3093
E-Mail: MultChair@aol.com

M E M O R A N D U M

TO: Multnomah County Employees Eligible for PERS Retirement Benefits
FROM: Beverly Stein, County Chair *Beverly Stein*
DATE: March 19, 1997
SUBJECT: Serious Consideration Being Given to Retirement Incentive Program

In responding to Measure 47, the County will lay off an undetermined number of employees, and curtail some services. To help reduce layoffs as much as possible, and to minimize the resulting disturbance in delivery of County services, serious consideration is being given to a one-time Retirement Incentive Program. Such a program would be intended to provide an incentive to retire for certain County employees who are eligible for a full service PERS retirement.

No final decision has been made as to whether any program will be implemented, or if one is, what will be its scope. I will inform you directly if and when such a decision is made.

G:\CHAIR\JSS0091.DOC



106/1500

BOGSTAD, DEBORAH L

1 TO: BOARD OF COUNTY COMMISSIONERS
2 FROM: VICKIE GATES, DIRECTOR, DEPARTMENT OF SUPPORT SERVICES
3 DATE: March 20, 1997
4 REQUESTED PLACEMENT DATE: March 27, 1997
5 RE: RETIREMENT INCENTIVE PROGRAM
6

7 I. Recommendation/Action Requested:

8 It is recommended that the Board adopt the attached Ordinance for a Retirement Incentive
9 Program, which would provide encouragement to eligible County employees to resign employment, in
10 order to reduce the need for 1) layoffs and 2) reduce the reassignment of continuing, "bumped"
11 employees to inappropriate or unfamiliar positions. As a consequence, this Program is expected to
12 retain employees who will be less expensive than those who resign. Also, morale will be improved,
13 adverse service impact on customers will be reduced, and costs normally associated with layoffs
14 will be reduced, such as unemployment insurance, workers compensation claims, sick leave, and
15 retraining. The Ordinance is limited to the County's unique staffing position this year; hence, no
16 management use of, nor employee entry into the Program is permitted in future years.
17

18 II. Background/Analysis:

19 **Program Purpose.** This Retirement Incentive Program (Program) provides encouragement to
20 eligible County employees to resign employment, in order to achieve a reduced workforce. The
21 Program is a strategy to reduce the need for layoffs and the related reassignments of continuing,
22 "bumped" employees to inappropriate positions.

23 **Rationale.** *The anticipated advantage to an employee* is that the Program may provide the extra
24 monetary and medical benefits support an employee needs to make the resignation decision.

The anticipated advantages to the County include: 1) Reduced need to lay off employees; 2)
Retention of less expensive employees, which should reduce ongoing salary expenditures; 3)
Improved morale among County employees; 4) Reduced impact on County services, due to fewer
employees being "bumped" into unfamiliar assignments; 5) Reduced training costs associated with
dislocation; and 6) Reduced costs in unemployment insurance and morale-associated expenses such
as sick leave and workers compensation.

Other Alternatives. The County could proceed with layoff planning without offering a retirement
incentive. This would result in the lost opportunity to achieve the advantages above. As another
alternative, the County could proceed with a narrower incentive plan targeted to those departments

1 most impacted by Measure 47, but this approach could raise issues of fairness and increase
2 administrative complexity.

3 III. Financial Impact:

4 It is impossible to predict the fiscal impact with precision. This is due to the fact that, until employees
5 actually apply for this Program, we can not know: 1) How many of our 240 potentially eligible
6 employees will actually apply; and, consequently, 2) What their strategic impact will be in terms of a)
7 Reduction in need to lay off other employees in the same work areas; and b) Reduction of costs in the
8 retirees' own positions due to non-replacement or replacement by less costly employees. In addition,
9 estimating the cost of the "average" participant in this Program is further complicated by the fact that
10 the potential lump sum payment ranges from as much as \$39,000 to less than \$3,000.

11 However, the experience of others indicates that we can expect limited participation. The Port of
12 Portland's recollection (exact figures not available) is that "there were not a lot of takers." In a
13 program similar to the one being proposed here, the Oregon State System of Higher Education
14 (OSSHE) experience with faculty and managers was 16.5% participation among those potentially
15 eligible. If our experience were the same as OSSHE's (16.5% participation), our lump sum payments
16 would be about \$550,000 - \$880,000 and our medical cost would be about \$200,000 - \$250,000. The
17 variations in range depend upon whether one assumes the 16.5% would be a true random sample, or
18 whether the sample would be skewed toward the more costly employees.

19 At the other end of the potential expense spectrum, it appears extremely unlikely that all eligible
20 employees would participate. We think 50% participation is the highest likely. At that participation
21 level, the lump sum payment cost is estimated at \$1,800,000. The estimated cost of medical insurance
22 is \$750,000, not including inflation.

23 Funding of the medical insurance premiums would be amortized over the life of the benefits provided
(1-13 years). The medical costs would be charged to the Insurance Fund's retiree account. The lump
sum severance payments could also be charged to the Insurance Fund Retiree Account, and Section
XII.B of this proposed ordinance includes an amendment to Ordinance No. 631 to accomplish this.

24 IV. Legal Issues:

Notice to Employees. Federal law requires that notice of such a program be given to employees 45
days in advance of the application deadline. If the Board adopts this Ordinance, it is our intent to issue
notice about April 7, with a May 23 deadline. This time frame would provide adequate time to
compare applicants against potential layoffees, and reduce layoff planning accordingly.

Union Agreements. Represented employees would require union agreement to participate. Our
union leadership has been notified and a briefing session has been held. Union support is anticipated.
If this Ordinance is passed, each union could participate through a letter of agreement without
bargaining.

1 ***Tax Withholding.*** Payroll withholding law requires approximately 45% withholding on lump sum
2 payments (28% federal, 9% state, and 7.65% FICA are typical). We have explored the possibility of
3 allowing employees to defer the payment to a future time. However, our payroll guide service states
that the act of directing payment timing constitutes a taxable event at the time of direction; hence, there
is no employee tax advantage to delaying payment.

4 ***No Retirement Cost Increase.*** The lump sum payment in this Program is not regarded by the Oregon
5 Public Employees Retirement System (PERS) as earned income, according to the PERS manual. As a
6 result, it will not be used in computing final average salary for a retiree, and will not constitute an
increase in retirement costs to the County or to PERS.

7 V. Controversial Issues:

8 Any increase in employee pay and benefits is potentially controversial, due to the cost. However,
9 there will be some offsets to the Program cost, such as: 1) Retention of less expensive employees who
10 otherwise would have been laid off; 2) Reduction in salary costs for those Program participants'
11 positions which are not re-filled, or are filled with less expensive employees; 3) Reduced need to
12 train "bumped" employees in new assignments; and 4) Reduced costs normally associated with layoff,
such as increased unemployment compensation and morale-related costs such as worker's
compensation and sick leave. Because the identity of Program participants will not be known until
after their applications have been received, the total offsets to the Program's cost can not be calculated
now.

13 VI. Link to Current County Policies:

14 The Ordinance is designed to interface with existing retirement policies of the County and PERS. The
15 Program is an incentive for those otherwise eligible for PERS to resign now. The Program by itself is
16 not a retirement program.

17 VII. Citizen Participation:

18 No citizen participation has occurred.

19 VIII. Other Government Participation:

20 No participation by other governments is required. The experience of other governments and private
21 sector employers in similar programs has been summarized above.

22

23

24



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS

BEVERLY STEIN
DAN SALTZMAN
GARY HANSEN
TANYA COLLIER
SHARRON KELLEY

BUDGET & QUALITY OFFICE

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

TO: Chair Beverly Stein
Commissioner Dan Saltzman
Commissioner Gary Hansen
Commissioner Tanya Collier
Commissioner Sharron Kelley

FROM: R. Barry Crook, Budget & Quality Manager

DATE: March 20, 1997

SUBJECT: Ordinance Request - Retirement Incentive Program

On your March 27th agenda, you have an ordinance request seeking approval for a Retirement Incentive Program to be offered to employees of Multnomah County that meet specific criteria. The program is designed to provide encouragement to eligible County employees to resign employment, in order to achieve a reduced workforce. The Program is a strategy to reduce the need for layoffs and the often-related reassignments of continuing employees to inappropriate positions.

Eligible employees (eligible for service retirement with full benefits with PERS and the fifth anniversary of service with Multnomah County occurs before the effective date) who submit a completed County application form to Employee Services by the announced date will receive one week of pay (maximum 30 weeks) for each year of service. Also, the County will pay 100% of medical insurance premiums for the employee and dependents from age 58 (or effective date, whichever is later) until normal retirement, death, or Medicare eligibility. Other detailed criteria apply in special circumstances.

Fiscal Impact

The cost of the Program depends on the number of employees who avail themselves of the opportunity. Employee Services has identified approximately 240 employees eligible for the Program. Even though a small percentage of eligible employees are expected to accept the offer, if all eligible employees took retirement under the program, the cost would be \$3,291,000 now (one-time-only) and \$1,507,000 over time for medical coverage.

Employee Services estimates participation will be closer to 16.5% consistent with the experience of the Oregon State System of Higher Education (OSSHE) who offered a similar program last year. At

this level costs would be in the range of \$543,000 for the incentive and \$250,000 for medical coverage.

The Finance Manager recommends charging the costs to the Retiree Insurance Program in the Insurance Fund.

Budget Office Analysis of Request

The cost of the Program is determined by the number of participants. It is unreasonable to expect all eligible employees will accept the offer. The maximum participation is probably in the range of 50% (\$1.8 million incentive and \$750,000 medical costs) with the OSSHE experience of 16.5% more typical.

In fiscal year 1990 the County began accruing funds necessary to fund Post-Retirement Benefits. This decision was precipitated by the Financial Accounting Standards Board (FASB) pronouncement requiring subject organizations to recognize and fund in the period earned the cost of post retirement benefits. The Government Accounting Standards Board (GASB) considered applying the same standards but opted to require disclosure and make funding optional. The County opted to fund its post-retirement programs. Since 1990 the Finance Department has been transferring any surplus Insurance Fund Program amounts to the Retiree Insurance Program as well as charging departments for post-retirement benefits through payroll loading. At this time the County has fully funded its liability in the Retiree Program. Dave Boyer, the Finance Manager has reviewed the probable transaction and has recommended charging up to \$2,000,000 of the incentive portion to the Retiree Program part of the Insurance fund with no current change in overhead rates. Over 55% of the employees would have to accept the offer for the incentive cost to be over \$2,000,000. This is believed to be unlikely.

Since the Retiree Medical fund is fully funded, the rate charged to departments as loading on salaries for Retiree Program will be 0% in FY97/98. Dave Boyer does not anticipate a need to institute a charge as a result of this transaction.

Retiree programs are generally directly related to the cost of employees today. Thus, the current approach of payroll loading fairly apportions costs among departments. The cost of the retiree program will derive from departments disproportionate to their overall payroll costs due to the differences in numbers of eligible employees among departments. Because recovery of the cost of this special program will be part of the regular loading of insurance benefits on payroll, some distortion occurs. However, since this is a response to an overall County Measure 47 problem, the inequity among departments is a minor concern.

One of the goals of the Program is to reduce the need for layoffs and bumping. Promotions, transfers, and bumping generally take place within departments. To the extent employees take advantage of the program, pressure on layoffs and bumping will be lessened. It should be noted that the eligible personnel do not always match up department by department consistent with the estimated FTE losses. For example, Community and Family Services has 15 eligible and projects an approximate 20 FTE loss (a 3:4 ratio); Health has 51 eligible and 156 FTE loss (a 1:3 ratio); the Sheriff expects a gain of 11 FTE with 44 available.

Budget Office Recommendation

I recommend the approval of the Program with the hope that it achieves its stated aims. Since the decision date for employees will be prior to the completion of the budget cycle, in the remote chance that enough employees accept the offer to drive the incentive piece to over \$2,000,000 we will come back with an additional funding proposal.




MULTNOMAH COUNTY, OREGON

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

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

TO: Chair Beverly Stein
Commissioner Dan Saltzman
Commissioner Gary Hansen
Commissioner Tanya Collier
Commissioner Sharron Kelley

FROM: R. Barry Crook, Budget & Quality Manager 

DATE: March 20, 1997

SUBJECT: Ordinance Request - Retirement Incentive Program

On your March 27th agenda, you have an ordinance request seeking approval for a Retirement Incentive Program to be offered to employees of Multnomah County that meet specific criteria. The program is designed to provide encouragement to eligible County employees to resign employment, in order to achieve a reduced workforce. The Program is a strategy to reduce the need for layoffs and the often-related reassignments of continuing employees to inappropriate positions.

Eligible employees (eligible for service retirement with full benefits with PERS and the fifth anniversary of service with Multnomah County occurs before the effective date) who submit a completed County application form to Employee Services by the announced date will receive one week of pay (maximum 30 weeks) for each year of service. Also, the County will pay 100% of medical insurance premiums for the employee and dependents from age 58 (or effective date, whichever is later) until normal retirement, death, or Medicare eligibility. Other detailed criteria apply in special circumstances.

Fiscal Impact

The cost of the Program depends on the number of employees who avail themselves of the opportunity. Employee Services has identified approximately 240 employees eligible for the Program.

Employee Services estimates participation will be about 16.5%, consistent with the experience of the Oregon State System of Higher Education (OSSHE) who offered a similar program last year. At this level costs would be in the range of \$543,000 for the incentive and \$250,000 for medical coverage.

The Finance Manager recommends charging the costs to the Retiree Insurance Program in the Insurance Fund.

Budget Office Analysis of Request

The cost of the Program is determined by the number of participants. It is unreasonable to expect all eligible employees will accept the offer. Employee Services projects that the maximum participation is probably in the range of 50% (\$1.8 million incentive and \$750,000 medical costs) with the OSSHE experience of 16.5% more typical.

In fiscal year 1990 the County began accruing funds necessary to fund Post-Retirement Benefits. This decision was precipitated by the Financial Accounting Standards Board (FASB) pronouncement requiring subject organizations to recognize and fund in the period earned the cost of post retirement benefits. The Government Accounting Standards Board (GASB) considered applying the same standards but opted to require disclosure and make funding optional. The County opted to fund its post-retirement programs. Since 1990 the Finance Department has been transferring any surplus Insurance Fund Program amounts to the Retiree Insurance Program as well as charging departments for post-retirement benefits through payroll loading. At this time the County has fully funded its liability in the Retiree Program. Dave Boyer, the Finance Manager has reviewed the probable transaction and has recommended charging up to \$2,000,000 of the incentive portion to the Retiree Program part of the Insurance fund with no current change in overhead rates. Over 55% of the employees would have to accept the offer for the incentive cost to be over \$2,000,000. This is believed to be unlikely.

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One of the goals of the Program is to reduce the need for layoffs and bumping. Promotions, transfers, and bumping generally take place within departments. To the extent employees take advantage of the program, pressure on layoffs and bumping will be lessened. It should be noted that the eligible personnel do not always match up department by department consistent with the estimated FTE losses. For example, Community and Family Services has 15 eligible and projects an approximate 20 FTE loss (a 3:4 ratio); Health has 51 eligible and 156 FTE loss (a 1:3 ratio); the Sheriff expects a gain of 11 FTE with 44 available.

Budget Office Recommendation

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ORDINANCE FACT SHEET

Ordinance Title: An Ordinance establishing a retirement incentive program for County employees, and amending Ordinance 631.

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

Program Purpose. This Retirement Incentive Program (Program) provides encouragement to eligible County employees to resign employment, in order to achieve a reduced workforce. The Program is a strategy to reduce the need for 1) layoffs and 2) the related reassignments of continuing, "bumped" employees to inappropriate or unfamiliar positions. As a consequence, this Program is expected to retain employees who will be less expensive than those who resign. Also, morale will be improved, adverse service impact on customers will be reduced, and costs normally associated with layoffs will be reduced, such as unemployment insurance, workers compensation claims, sick leave, and retraining. The Ordinance is limited to the County's unique staffing position this year; hence, no management use of, nor employee entry into the Program is permitted in future years.

Rationale. The anticipated advantage to an employee is that the Program may provide the extra monetary and medical benefits support an employee needs to make the resignation decision.

The anticipated advantages to the County include: 1) Reduced need to lay off employees; 2) Retention of less expensive employees, which should reduce ongoing salary expenditures; 3) Improved morale among County employees; 4) Reduced impact on County services, due to fewer employees being "bumped" into unfamiliar assignments; 5) Reduced training costs associated with dislocation; and 6) Reduced costs in unemployment insurance and morale-associated expenses such as sick leave and workers compensation.

Other Alternatives. The County could proceed with layoff planning without offering a retirement incentive. This would result in the lost opportunity to achieve the advantages above. As another alternative, the County could proceed with a narrower incentive plan targeted to those departments most impacted by Measure 47, but this approach could raise issues of fairness and increase administrative complexity.

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

The Port of Portland offered an early retirement program during the 1980's, but it was a more expensive approach than the Ordinance proposed here. Some workers left who were hard to replace, but the recollection of the Port is that there were few employees who took advantage of the plan.

The Oregon State System of Higher Education (OSSHE) offered a program to their academic and management employees last year. Eligible employees had to be PERS eligible and have 5 years of OSSHE service. The benefit was a lump sum payment of ½ year's salary plus a health insurance

1 subsidy for 7 years. Of some 2,000 eligible employees, about 330 actually chose to participate.
2 OSSHE has bargained a similar program for OPEU represented employees, but benefits are limited to
3 continued health insurance.

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

4 *The American Management Association's Downsizing Survey* found that almost 40% of employers
5 offered such plans to their employees in 1995, double the rate of 1988. Lump sum severance pay and
6 extended health coverage are the most common benefits offered. Employee morale declined for 74%
7 of the employers in the year following downsizing, but subsequent investment in employee training
8 was shown to have a positive impact upon increased productivity.

9 *The Lee Hecht Harrison Survey on Severance Practices* found that about half of employers who
10 have a severance program make it a lump sum benefit. Eight out of ten employers use years of service
11 to determine severance amount, with one week of pay for each year of service being most typical. The
12 maximum severance amount is in the range of 30 to 39 weeks, and the average severance amount paid
13 out is 26 weeks. Continued medical benefits are a feature of 65% of the plans. Nearly seven of ten
14 employers offering severance programs do so to preserve good standing among current and potential
15 employees.

4. What is the fiscal impact, if any?

16 It is impossible to predict the fiscal impact with precision. This is due to the fact that, until employees
17 actually apply for this Program, we can not know: 1) How many of our 240 potentially eligible
18 employees will actually apply; and, consequently, 2) What their strategic impact will be in terms of a)
19 Reduction in need to lay off other employees in the same work areas; and b) Reduction of costs in the
20 retirees' own positions due to non-replacement or replacement by less costly employees. In addition,
21 estimating the cost of the "average" participant in this Program is further complicated by the fact that
22 the potential lump sum payment ranges from as much as \$39,000 to less than \$3,000.

23 However, the experience of others indicates that we can expect limited participation. The Port of
24 Portland's recollection (exact figures not available) is that "there were not a lot of takers." In a
program similar to the one being proposed here, the Oregon State System of Higher Education
(OSSHE) experience with faculty and managers was 16.5% participation among those potentially
eligible. If our experience were the same as OSSHE's (16.5% participation), our lump sum payments
would be about \$550,000 - \$880,000 and our medical cost would be about \$200,000 - \$250,000. The
variations in range depend upon whether one assumes the 16.5% would be a true random sample, or
whether the sample would be skewed toward the more costly employees.

At the other end of the potential expense spectrum, it appears extremely unlikely that all eligible
employees would participate. We think 50% participation is the highest likely. At that participation
level, the lump sum payment cost is estimated at \$1,800,000. The estimated cost of medical insurance
is \$750,000, not including inflation.

1 Funding of the medical insurance premiums would be amortized over the life of the benefits provided
2 (1-13 years). The medical costs would be charged to the Insurance Fund's retiree account. The lump
3 sum severance payments could also be charged to the Insurance Fund retiree account, and Section
4 XII.B of this proposed ordinance includes an amendment to Ordinance No. 631 to accomplish this.

5 SIGNATURES:

6 Person Filling Out Form: _____

Carlin Smith

7 Planning & Budget Division (if fiscal impact): _____

Stephen E. Korman

8 Department Manager/Elected Official: _____

Dickie L. Jones

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BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

An ordinance establishing a retirement incentive program for County employees, and
amending Ordinance 631.

(Ordinance 631 language in brackets [] is to be deleted; underlined language is new)

MULTNOMAH COUNTY ORDAINS AS FOLLOWS:

Section I. Findings and Purpose.

- A) Encouraging eligible County employees to voluntarily resign employment will reduce the need for layoffs.
- B) Minimizing reassignment of employees to unfamiliar or inappropriate assignments will reduce the adverse impact on County services and associated training costs.
- C) A voluntary retirement incentive program will promote the retention of less expensive employees.
- D) Providing extra monetary and medical benefits support will assist eligible employees in making a decision to resign.
- E) Establishing a voluntary resignation program will improve morale among County employees.

Section II. Title. This ordinance shall be known as the Retirement Incentive Program Ordinance.

Section III. Definitions. For purposes of this ordinance, the below listed terms shall be accorded the denoted meaning unless the context in which they appear clearly indicates a different intent:

1 A) "Account" means Retiree Medical Insurance Account established by Ordinance No. 631
2 adopted by the Board on November 30, 1989.

3 B) "Applicable elected official" means the Chair of the Board, District Attorney, Auditor, or
4 the Sheriff, whichever has administrative authority at law over the eligible employee under this
5 program.

6 C) "Board" means the Multnomah County Board of County Commissioners.

7 D) "Bargaining Agent" means the labor organization certified or recognized as the exclusive
8 bargaining agent of a bargaining unit of County employees.

9 E) "Continuous Service" means current, uninterrupted employment with Multnomah
10 County, beginning from the employee's permanent employment date, minus any unpaid leave of
11 absence greater than 30 days. Part-time service will count as full time. Employees transferred to
12 the County from other agencies, such as probation and library workers, will have continuous service
13 with those agencies counted; provided however, that service with the County has been continuous
14 since the transfer. Time spent as a temporary or on-call employee does not count toward continuous
15 service. Continuous service is ended by voluntary termination, involuntary termination due to
16 expiration of a layoff list, or discharge for cause.

17 F) "County" means Multnomah County, Oregon.

18 G) "Effective Date" means June 30, 1997, unless the Chair designates a later date for
19 employees in identified programs.

20 H) "Fifth anniversary" means the completion of five years of current, continuous service on
21 or before the effective date.

22 I) "FTE" means full time equivalent; a full time employee is 1.00 FTE.

23 J) "MCDSA" means employees represented by the Multnomah County Deputy Sheriff's
24 Association.

1 K) "MCCOA" means employees represented by the Multnomah County Corrections
2 Officers Association.

3 L) "Program Administrator" means the Employee Services Division.

4 M) "Program" means the Retirement Incentive Program.

5 **Section IV. General Purpose.** The purpose of this ordinance is to establish a Retirement
6 Incentive Program. The Program permits eligible County employees who voluntarily resign
7 employment to receive extra monetary and medical benefits support.

8 **Section V. Employee Eligibility.** Employees who are solely in temporary or on-call status are
9 not eligible to participate in this Program. To be eligible for participation in the Program, an
10 employee must:

11 A) Be eligible for normal service retirement with full benefits with the Oregon Public
12 Employees Retirement System (PERS) on or before the effective date; **and**

13 B) Have his/her fifth anniversary of County employment occur on or before the effective
14 date; **and**

15 C) Submit a completed Program application form so that it is received by the Program
16 Administrator by the announced deadline; **and**

17 D) Resign effective the announced effective date.

18 **Section VI. Retirement Incentive Pay.** Eligible employees will receive one week of pay for
19 each year of continuous service, with a fractional year of continuous service above five years
20 rounded up to the next whole year of service, up to a maximum of thirty (30) weeks pay.
21 Retirement incentive pay will be paid in a lump sum on the announced effective date and will be
22 subject to standard payroll withholding. Retirement incentive pay is not eligible for inclusion in the
23 final average salary for computation of retirement benefits by PERS. "One week of pay" shall be
24 defined as described below:

1 A) For a represented or a confidential employee, the employee's hourly base pay (plus
2 achievement incentive and longevity for MCDSA and MCCOA employees) as of the effective date,
3 multiplied by the employee's FTE, multiplied by forty (40).

4 B) For a non-represented employee, the employee's semi-monthly salary as of the effective
5 date, multiplied by twenty-four (24), and divided by fifty-two (52).

6 **Section VII. Medical Insurance Continuation.** The County will pay 100% of medical (not
7 dental) insurance premiums for the eligible employee and eligible dependents from age 58 or the
8 effective date, whichever is later, until age 65, death, or Medicare eligibility, whichever occurs first.
9 Except as provided above, all other terms and conditions for participation and continued
10 participation in the medical plan, both prior to and subsequent to the insurance premium payments
11 provided by this Ordinance, shall be in accordance with the terms of the applicable ordinance or
12 collective bargaining agreement. If the employee drops coverage at any time, the continuation of
13 medical coverage and/or payments ceases and may not be resumed.

14 **Section VIII. Program Application Process.**

15 A) The employee must apply in writing for the Program, using the form designated by the
16 Program Administrator. Applications must be received by the Program Administrator by 5:00 p.m.
17 on the announced deadline for the applicable effective date.

18 B) Application for the Program constitutes voluntary resignation from County employment
19 as of the effective date, upon approval of the application by the Program Administrator. If the
20 employee is determined ineligible for the Program, the application will not be approved and the
21 resignation will be void.

22 C) Program applicants will certify that they will not apply for County employment for
23 twelve (12) months after the effective date; provided, however, that if it is in the County's interest,

1 the applicable elected official or his or her designee may waive in writing this County employment
2 restriction for a compelling County purpose.

3 D) An employee may withdraw his/her Program application at any time within seven (7)
4 calendar days after receipt of the application by the Program Administrator. The employee must
5 use the form designated by the Program Administrator for withdrawal of applications, and that form
6 must be received by the Program Administrator within seven (7) calendar days from receipt of the
7 application.

8 **Section IX. Resolution of Disputes.** All decisions made or actions undertaken by the County
9 pursuant to this Program are final and binding on all parties and shall not be grievable or arbitrable
10 under any collective bargaining agreement or appealable to the County's Merit System Civil Service
11 Council. A request to review a possible administrative error should be directed to the Employee
12 Services Manager, whose decision shall be final.

13 **Section X. Expiration of Initial Participation.** This Retirement Incentive Program shall not
14 permit an employee to begin participation with a resignation effective date any later than December
15 31, 1997.

16 **Section XI. Application Of This Ordinance to Represented Employees and to Employees**
17 **Reporting to Elected Officials Other than the Chair.** This ordinance shall not be applied to a
18 member of a bargaining unit unless the exclusive agent for that unit has filed with the Labor
19 Relations Division a written notice indicating that the exclusive agent accepts the terms of this
20 ordinance in entirety without reservation or modification, and agrees that this program is without
21 precedent for purposes of collective bargaining. In addition, this ordinance shall not apply to
22 employees reporting administratively to an applicable elected official other than the Chair unless the
23 official gives the Labor Relations Division written notice that he or she consents to its application to
24 such employees.

1 **Section XII. Ordinance 631 Amendment.** Ordinance No. 631, Section Six. Expenditures for
2 Managing the Account is amended to read as follows:

3 A) Expenses incurred for purposes of managing the Account including, but not limited to,
4 charges for retiree medical insurance premiums and the cost of actuarial studies required under
5 Section Five above shall be payable from the Account.

6 B) Retirement Incentive Pay Programs approved by the Board may also be paid from the
7 account as long as the Account is reimbursed for any funds expended on a Retirement Incentive
8 Program. The reimbursement shall be included in the actuarial studies required under Section Five.

9 Adopted this ____ day of _____, 1997, being the date of its second reading
10 before the Board of County Commissioners of Multnomah County, Oregon.

11 BOARD OF COUNTY COMMISSIONERS
12 MULTNOMAH COUNTY, OREGON

13
14 _____
15 Beverly Stein, Chair

16 REVIEWED:

17 SANDRA N. DUFFY, ACTING COUNTY COUNSEL
18 MULTNOMAH COUNTY, OREGON

19 By Steven J. Nemirov
20 Steven J. Nemirov, Assistant County Counsel
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22
23
24

MEETING DATE: March 27, 1997
AGENDA #: B-1
ESTIMATED START TIME: 10:30 am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Session Update on the 1997 Oregon Legislature

BOARD BRIEFING: DATE REQUESTED: Thursday, March 27, 1997
REQUESTED BY: Chair Beverly Stein
AMOUNT OF TIME NEEDED: 1 Hour

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

DEPARTMENT: Non-Departmental DIVISION: Chair Beverly Stein
CONTACT: Gina Mattioda TELEPHONE #: 248-5464, ext. 26474
BLDG/ROOM #: 166/600

PERSON(S) MAKING PRESENTATION: Sharon Timko and Gina Mattioda

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☒ POLICY DIRECTION ☐ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

*Session Update on the
1997 Oregon Legislature*

SIGNATURES REQUIRED:

ELECTED OFFICIAL: *Beverly Stein*
(OR)
DEPARTMENT
MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions? Call the Board Clerk @ 248-3277

BOARD OF
COUNTY COMMISSIONERS
97 MAR 20 PM 2:08
MULTNOMAH COUNTY
OREGON

TO: Interested Persons

FR: Gina M. Mattioli, Public Affairs Coordinator

RE: Board Briefing - March 27, 1997

I. General Information and Background Material

Since the last board briefing (February 27, 1997), the following items have taken place at the Oregon Legislature:

- The March Economic and Revenue Forecast showed an additional \$88 million to spend during the next biennium. With this additional revenue, the 1997-99 budget totals \$9.3 billion.
- On Thursday, March 6, 1997, Republican leaders released their 1997-99 Legislative Budget. The theme of this budget is "Responsibly Controlling the Growth of Government."
- The Prison Population Forecast was presented to the Ways and Means Public Safety Subcommittee on Thursday, March 20, 1997. According to a *Statesman Journal* 3/21/97 article states, "Oregon's prison population falls short of official predictions." This forecast is issued semiannually (in April and October) by the Oregon Department of Administrative Services.

II. The Oregon Health Plan

Ballot Measure 44, the tobacco tax increase will raise over \$160 million during the 1997-99 biennium. The Governor's and Legislative Leadership's budgets use this tax in different ways.

<i>Governor's</i>	<i>Leadership's</i>
Continue current service for 380,000 people in OHP Medicaid Program \$70.7 million	Pending
Add OHP coverage to 14,000 children and 2,400 women (from 133% to 185% FPL) \$22.8 million	Add OHP coverage to 4,600 children and 800 women (from 133% to 150% FPL) \$8.0 million
Add OHP insurance subsidies to 25,000 children and adults (100% to 150% FPL) \$47.6 million	Establish a pilot insurance program for 4,000 to 5,000 persons \$7.0 million
Add OHP coverage to 17,000 Pell Grant college students \$1.9 million	Pending
Tobacco Prevention Program \$17.0 million	Pending

1997-99 Legislative Budget
General Funds and Lottery

Responsibly Controlling the Growth
of Government

RESPONSIBLY CONTROLLING THE GROWTH OF GOVERNMENT

RESOURCES

	<u>GOVERNOR</u>	<u>LEGISLATIVE</u>
General Fund and Lottery	\$9,083	\$9,083
Measure #44 Cigarette Tax	162	162
"Kicker" Suspension	444	0
New Bottle Tax	60	0
Extend Current 10¢ Cigarette Tax	0	38
March Forecast	88	88
Reduce Governor's Ending Balance	0	40
Forest Ind. Salmon/Stream Support	0	15
TOTAL AVAILABLE RESOURCES	\$9,836	\$9,425
 GROWTH ABOVE 95-97 BUDGET	 \$1,772	 \$1,361
PERCENT GROWTH	21.9%	16.9%

1995-97 RESOURCES = \$8,065

** All Figures in Millions*

What do we accomplish with this budget proposal?

We give taxpayers accountable value for their tax dollars by creating a balanced budget that reflects funding priorities, delivers those prioritized programs and services in a cost-effective manner, and shapes an Oregon which is a good place to live, work and raise a family.

What are our goals?

1. Educate our children
2. Keep our streets and communities safe
3. Protect jobs and the environment
4. Help those who truly cannot help themselves

How are we going to get there?

1. Prioritize spending
2. Demand accountability
3. Sustainable growth

Prioritize spending

Identify and fund those programs which have the highest priority

1. Education
2. Public Safety
3. Environment
4. Health Care

Demand accountability

Deliver public services in a cost effective manner, streamline government and demand efficiency

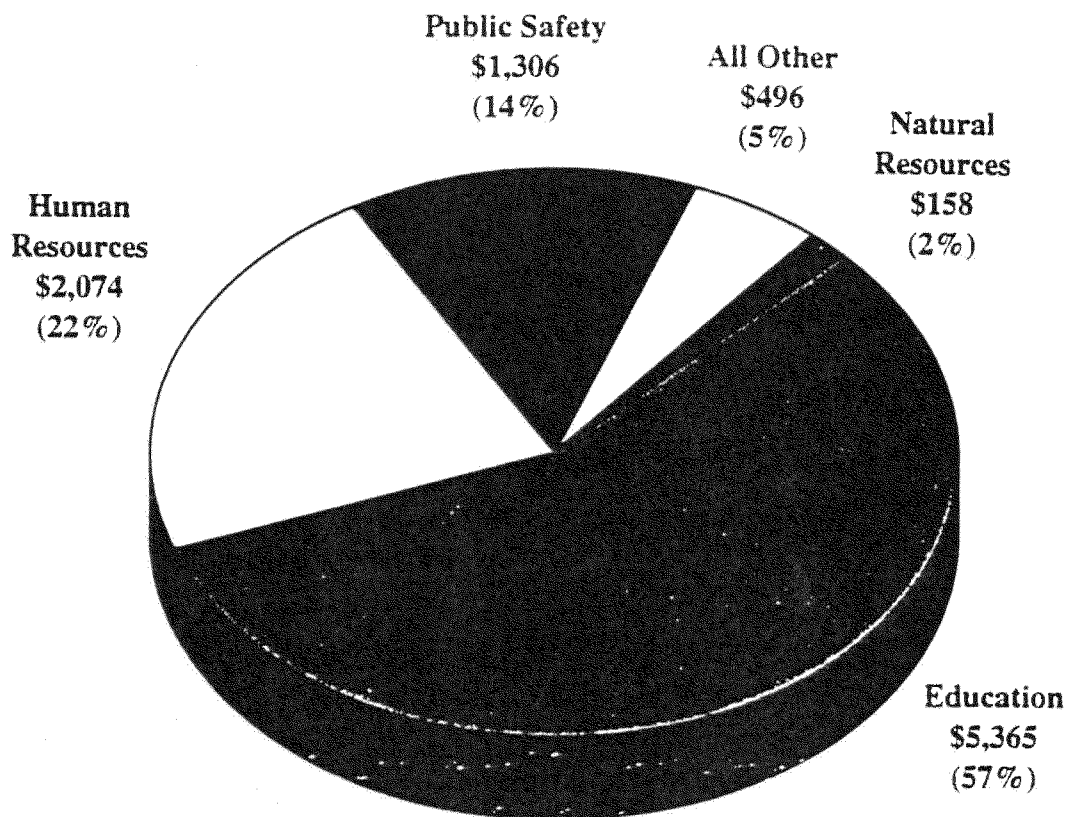
1. Reduce administrative costs
2. Reduce overhead costs
3. Increase productivity
4. Slow the expansion of programs
5. If necessary or desired reduce funding to existing services

Sustainable growth

Establish a responsible budget that can be sustained in the future

1. Send surplus tax dollars back to hard working families
2. Build a budget that won't result in future tax increases

The Proposed 1997-99 Budget Reflects Funding Priorities:



* Dollars in Millions

HISTORIC FUNDING LEVELS FOR EDUCATION

*\$5.4 billion total allocation - 15.1% increase over
1995-97*

- *Solves the Equity Issue*
- *Protects education from Measure 47 losses*
- *Compensates for the Governor's Budget Shortfalls*
- *Enhances Higher Education Opportunities*

RESPONSIBLE FUNDING LEVELS FOR PUBLIC SAFETY

\$1.3 billion allocation to public safety programs

- *Build every prison we need but not one day too soon*
- *Take a no-nonsense approach to prisoners*
- *Improve public safety*

RESPONSIBLE FUNDING LEVELS FOR HUMAN RESOURCES

*\$2.074 billion allocation to Human Resource
Programs*

- *Funds the Oregon Health Plan*
- *Expands programs to protect children*

ALL OTHER PROGRAMS

\$639 million allocation to All Other State Programs
(Natural Resources, Economic Development, Administration, SAIF and Emergency Fund)

- *Protect the Environment*
- *Pay our Debts*
- *Streamline Government*

Education Expenditures

Program Area	95-97	Governor	Legislative
State School Fund	3,508.7	4,108.9	4,050.0
Dept. of Education	147.9	223.7	187.6
Early Intervention/Early Childhood			13.0
School Reform & Bldg Technology			(14.1)
Oregon Pre-K enhancement			(35.0)
Community Colleges	331.8	418.6	401.3
Equity enhancement			(5.0)
Student enrollment growth			(9.9)
Regional access enhancement			(4.1)
Oregon Advanced Tech Center			1.7
Higher Education/OHSU	641.5	701.6	694.2
Engineering & Food Enhancement			(5.0)
Rollup of 1995-97 Salaries			(2.9)
Agriculture Experiment Station			0.5
Scholarship Commission	30.2	31.7	31.4
Need Grant enhancement			(1.0)
Rural Health & Nursing Loans			0.7
Total Education Expenditures	4,660.1	5,484.5	5,364.5

K-12 FUNDING OPTIONS

\$3,960

\$4,050

**ABOVE
PORTLAND
DISTRICTS**

\$0
per ADMw

\$50
per ADMw

**PORTLAND
SCHOOL
DISTRICT**

\$89
per ADMw

\$87
per ADMw

**BETWEEN
PDX &
EQUITY**

\$0
per ADMw

\$50
per ADMw

**EQUITY
SCHOOL
DISTRICTS**

\$100
per ADMw

\$200
per ADMw

Human Resource Expenditures

Program Area	95-97	Governor	Legislative
Oregon Health Plan & Director	674.0	878.9	823.5
Pilot insurance program			(40.6)
Increase Poverty Level Medical expansion			(14.8)
Mental Health	446.3	441.8	443.2
Reduce enhancements			(1.8)
Restore DART program			3.2
Senior & Disabled Services	306.2	357.6	358.3
Eliminate proposed fee			0.7
Adult and Family Services	281.1	217.0	212.5
Backfill with Federal Title VI			(4.5)
Children & Families, State Office	144.5	195.3	190.5
Reduce expanded services			(3.8)
Backfill with revenue collections			(1.0)
Children & Families, State Commission	34.9	36.9	35.2
Local Commission Grants			(1.7)
All Other Human Resources	38.3	56.7	56.7
2% Additional reduction from Gov. enhanced			(45.9)
Total Human Resource Expenditures	1,925.3	2,184.2	2,074.0

Public Safety Expenditures

Program Area	95-97	Governor	Legislative
Dept. of Corrections	467.1	736.9	679.0
Delay opening Site 1			(22.6)
Delay opening Site 2			(4.9)
Delay construction Site 3			(14.3)
Delay/eliminate non mandated program			(8.6)
Eliminate SB 1145 E Fund reserve			(7.5)
Oregon Youth Authority	133.9	174.6	171.0
Bed rental/operations			(1.5)
Community program expansion			(2.0)
Oregon State Police	126.1	143.2	141.7
OSP training fund shift			(1.5)
Judicial Department	278.5	318.5	305.4
New Judgeships			(7.6)
Indigent defense/"B" retirement			(5.4)
Other Public Safety	37.4	42.5	37.5
Juvenile justice info. system reserve			(3.0)
Juvenile crime prevention reserve			(2.0)
2% Additional reduction from Gov. enhanced			(28.5)
Total Public Safety Expenditures	1,043.0	1,415.7	1,306.1

Natural Resource Expenditures

Program Area	95-97	Governor	Legislative
Agriculture	19.0	16.5	16.4
Environmental Quality	22.0	28.8	28.8
Fish & Wildlife	14.9	13.8	13.8
Forestry	24.9	26.2	26.2
Water Resources	23.3	22.7	22.7
Land Conservation & Development	8.0	8.3	8.3
Parks	9.0	6.4	6.4
Salmon/Stream/Park program	-	60.1	34.4
All Other Natural Resources	4.3	4.8	4.3
2% Additional reduction from Gov. enhanced			(3.0)
Total Natural Resource Expenditures	125.4	187.6	158.3

All Other Expenditures

Program Area	95-97	Governor	Legislative
Economic Development agencies	109.3	128.4	113.9
Bureau of Labor & Industries	13.9	13.1	12.1
Transportation	20.4	26.0	20.2
Administrative agencies	123.3	121.1	117.1
Legislative Branch	44.0	43.9	43.9
SAIF Repayment	-	80.0	80.0
General Emergency Fund	-	40.0	40.0
Special Emergency Appropriations	-	17.0	10.5
Employee Salaries		95.0	67.5
2% Additional reduction from Gov. enhanced			(9.5)
Total All Other Expenditures	310.9	564.5	495.7

Budget Overview

Program Area	95-97 Budget	Governor Budget	Amt/% Change	Legislative Budget	Amt/% Change
Education	\$4,660	\$5,485	\$825 17.7%	\$5,365	\$705 15.1%
Human Resources	\$1,925	\$2,184	\$259 13.5%	\$2,074	\$149 7.7%
Public Safety	\$1,043	\$1,416	\$373 35.8%	\$1,306	\$263 25.2%
Natural Resources	\$126	\$188	\$62 49.2%	\$158	\$32 25.4%
All Other	\$311	\$564	\$253 81.4%	\$496	\$185 59.4%
Total	\$8,065	\$9,837	\$1,772 22.0%	\$9,399	\$1,334 16.5%

Add Back Reserve

\$26

Total Expenditures

\$9,425

HJR 85 - Process

STEP 1 - Determine how much property tax money each jurisdiction gets in 1997-98.

- A. Build a Formula that guarantees 17% property tax reduction statewide.**
 - 1. Determine how much property tax each jurisdiction would get under Measure 5**
 - 2. Determine how much property tax each jurisdiction would get under Measure 47 WITHOUT BONDS IN THE BASE**
 - 3. Reduce the amount in step A 1. by 17%.**
 - 4. Allocate the remaining taxes across jurisdictions parallel to the results of step A 2.**
- B. Assume Multnomah County ends up with \$130 million in property taxes as a result of the steps in A. This would be about what we may receive for our three levies next year when we "levy" \$161.5 million.**

STEP 2 - Determine the taxable value in each jurisdiction.

- A. Lower assessed value of all 1995 properties to 1995-6 value minus 10%.**
- B. Add the assessed value of any new construction, rezoned, etc. since July 1995, proportionately reduced.**
- C. Total these "values" by jurisdiction.**
- D. Assume Multnomah County ends up with \$31 billion of taxable "assessed" value.**

STEP 3 - Compute a permanent tax rate for each jurisdiction.

$$\frac{130 \text{ million of taxes}}{31 \text{ billion of value}} = \$4.19 \text{ per thousand}$$

STEP 4 - Apply the permanent tax rate to taxable "assessed" value.

- A. For 1997-98 this will produce the \$130 million we assume in Step 1.
- B. Taxable "assessed" value is allowed to grow 3% annually in future years on each existing property. Taxable "assessed" value on new or rezoned, etc., property is added to the rolls in future years.
- C. The 1997-98 rate is permanent and will result in more revenue as taxable value increases annually.

STEP 5 - Levies outside the permanent tax rate.

- A. Temporary levies are allowed outside the permanent tax rate if:
 - 1. They are not longer than 5 years.
 - 2. They do not exceed the Measure 5 limits - total tax rate is not more than \$10 per thousand on "REAL MARKET VALUE" of properties.
 - 3. If the levies outside the permanent rate cause taxes to exceed Measure 5 limits, the levies outside the permanent tax rate are compressed. The permanent tax rate is not affected.