

ANNOTATED MINUTES

Thursday, April 13, 2006 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

Chair Diane Linn convened the meeting at 9:30 a.m., with Vice-Chair Lonnie Roberts and Commissioners Lisa Naito, Serena Cruz Walsh and Maria Rojo de Steffey present.

CONSENT CALENDAR

UPON MOTION OF COMMISSIONER NAITO, SECONDED BY COMMISSIONER CRUZ, THE CONSENT CALENDAR (ITEMS C-1 THROUGH C-5) WAS UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

C-1 Appointments of Bonnie Malone and Aron Stephens to the Multnomah County COMMUNITY HEALTH COUNCIL

DEPARTMENT OF COMMUNITY SERVICES

C-2 RESOLUTION Authorizing the Private Sale of a Tax Foreclosed Property to GAROLD M & ANNE A. PETERSON

RESOLUTION 06-047

C-3 RESOLUTION Authorizing Execution of a Contract between Multnomah County, Seller, and LURELLE ROBBINS, ROBERT HOGG & BRIAN FUQUA Purchasers, for Tax-Foreclosed Property Sold at Public Sale and Deed to Purchasers at Contract Completion

RESOLUTION 06-048

C-4 RESOLUTION Authorizing Execution of a Deed for a Tax Foreclosed Property Sold at Public Sale to JAMES R. MURRY & VANCE L. WONDERLICH

RESOLUTION 06-049

C-5 Amendment No. 1 to Intergovernmental Expenditure Agreement 4600005229 with the Oregon Department of Transportation ODOT for Right of Way Acquisition Services in Connection with Improvement of NE 223rd Avenue

REGULAR AGENDA
PUBLIC COMMENT

Opportunity for Public Comment on non-agenda matters. Testimony is limited to three minutes per person. Fill out a speaker form available in the Boardroom and turn it into the Board Clerk.

GEOFF THOMPSON AND ANGELO SIMIONE COMMENTED REGARDING A LAND USE PLANNER AND SHERIFF'S OFFICE CAPTAIN SHOWING UP AT A MEMORIAL SERVICE EVENT HELD AT THE VIEWPOINT INN LAST WEEK; PROBLEMS WITH LAND USE PLANNING; AND CONCERN OVER THEIR ABILITY TO CONTINUE CONTRIBUTING MONEY TO CORBETT SCHOOLS UNLESS THE VIEWPOINT INN IS ALLOWED TO OPEN. CHAIR LINN RESPONDED THAT LAST WEEK'S CORBETT DEBATE WAS VERY USEFUL AND SHE WAS HAPPY TO HEAR FROM FOLKS. CHAIR LINN APOLOGIZED FOR THE INCONVENIENCE AND STATED SHE APPRECIATED THE WAY MR. THOMPSON HANDLED THE LAND USE PLANNING AND SHERIFF'S STAFF RESPONSE TO SOMEONE CALLING IN A PERMIT VIOLATION DURING THE PRIVATE MEMORIAL SERVICE HELD AT THE VIEWPOINT INN. COMMISSIONER NAITO THANKED MR. THOMPSON AND MR. SIMIONE FOR COMING TO TALK TO THE BOARD AND THANKED THEM FOR THEIR WILLINGNESS TO HELP FUND CORBETT SCHOOLS.

DEPARTMENT OF COUNTY MANAGEMENT

R-1 RESOLUTION Authorizing the Issuance of Industrial Development Revenue Bonds by the State of Oregon to YoCream International, Inc.

COMMISSIONER CRUZ MOVED AND COMMISSIONER ROBERTS SECONDED, APPROVAL OF R-1. DAVE BOYER EXPLANATION. CHAIR LINN COMMENTS IN SUPPORT. RESOLUTION 06-050 UNANIMOUSLY ADOPTED.

R-2 Approval of Multnomah County Employee Benefits Board July 1, 2006 Adjustments

COMMISSIONER ROBERTS MOVED AND COMMISSIONER ROJO SECONDED, APPROVAL OF R-2. JIM YOUNGER INTRODUCED CAREN COX, REBECCA GABRIEL, TOM GUINEY, ROB NOOS AND DOUG HEWETT, AS WELL AS EMPLOYEE BENEFITS BOARD MEMBERS IN THE AUDIENCE. MR. YOUNGER EXPLANATION AND RESPONSE TO COMMISSIONER CRUZ QUESTION INVOLVING USE OF THE LARGE AMOUNT OF RESERVES IN THE HEALTH FUND, ADVISING THE EMPLOYEE BENEFITS BOARD WILL DISCUSS THAT IN JUNE AS A TOP PRIORITY. CHAIR LINN EXPRESSED HER APPRECIATION FOR THE GREAT WORK OF THE EMPLOYEE BENEFITS BOARD MEMBERS, ADVISING SHE IS PROUD OF THIS JURISDICTION FOR MANAGING HEALTH BENEFITS. EMPLOYEE BENEFITS BOARD ADJUSTMENTS UNANIMOUSLY APPROVED.

R-3 Approval of 2005 and 2006 Wage Re-opener for Multnomah County Corrections Deputy Association (MCCDA) Agreement

COMMISSIONER ROBERTS MOVED AND COMMISSIONER CRUZ SECONDED, APPROVAL OF R-3. JIM YOUNGER, JENNIFER OTT, BILL ANDERCHUCK AND CAROL HASLER EXPLANATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION REGARDING

ISSUES INCLUDING COMP TIME; SICK TIME; WAGES; MEMBERSHIP CONCESSION; POTENTIAL ARBITRATION; SHERIFF BERNIE GIUSTO SUPPORT OF THE WAGE RE-OPENER; RECRUITMENT; AND VOLUNTARY AND MANDATORY OVERTIME. COMMISSIONER NAITO EXPRESSED CONCERN OVER SUPPORTING THE WAGE RE-OPENER AT THIS TIME DUE TO THE COMP TIME ISSUE AND VOICED HER APPRECIATION FOR THE QUALITY OF THE WORK BEING DONE. COMMISSIONER CRUZ STATED SHE SHARES THE CONCERNS OF COMMISSIONER NAITO AND ADVISED SHE WILL VOTE IN SUPPORT OF THE WAGE RE-OPENER, BUT THAT SHE WANTS WORK DONE ON THE CONTRACT ADDRESSING THE ISSUES FOR THE BETTERMENT OF THE WORK BEING DONE AND BEST USE OF COUNTY FUNDS. WAGE RE-OPENER AGREEMENT APPROVED, WITH COMMISSIONERS CRUZ, ROBERTS, ROJO AND LINN VOTING AYE, AND COMMISSIONER NAITO VOTING NO.

DEPARTMENT OF COMMUNITY JUSTICE

- R-4 Budget Modification DCJ-27 Reclassifying a Corrections Technician to a Program Development Specialist, as Determined by the Class/Comp Unit of Central Human Resources and Funding the Increased Cost from the Federal/State Fund

COMMISSIONER NAITO MOVED AND COMMISSIONER CRUZ SECONDED, APPROVAL OF R-4. JAMES OPOKA EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

- R-5 Budget Modification DCJ-28 Appropriating \$25,000 in State of Oregon Funds from Oregon Youth Authority to Provide Services to High Risk Youth of Color on Probation

COMMISSIONER CRUZ MOVED AND COMMISSIONER NAITO SECONDED, APPROVAL

OF R-5. DAVID KOCH EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

- R-6 Budget Modification DCJ-29 Appropriating \$21,690 in State of Oregon Funds from Oregon Youth Authority to Provide Residential Sex Offender Treatment to a 17 Year Old Male Youth from Polk County
- R-7 Intergovernmental Expenditure Agreement 0506100 with the Oregon Youth Authority, Providing Residential Sex Offender Treatment to a 17 Year Old Male Youth from Polk County

COMMISSIONER NAITO MOVED AND COMMISSIONER CRUZ SECONDED, APPROVAL OF R-6. DAVID KOCH EXPLANATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. FOLLOWING BOARD DISCUSSION, IT WAS DETERMINED THAT A MAJORITY OF THE BOARD WAS NOT IN FAVOR OF USING A TREATMENT BED THAT MIGHT BE NEEDED FOR A MULTNOMAH COUNTY YOUTH. COMMISSIONER CRUZ MOVED AND COMMISSIONER ROBERTS SECONDED, APPROVAL TO CONTINUE THE BUDGET MODIFICATION AND AGREEMENT (R-7) TO APRIL 20, 2006. COMMISSIONER ROJO ADVISED SHE INTEND TO VOTE NO, SHE WANTS BEDS AVAILABLE FOR MULTNOMAH COUNTY YOUTH. MR. KOCH RESPONSE TO QUESTION OF COMMISSIONER ROBERTS CONCERNING IMPACT WITH OREGON YOUTH AUTHORITY AGREEMENT. CHAIR LINN ADVISED SHE SHARES CONCERNS ABOUT GIVING BEDS TO OTHER COUNTIES AND WILL VOTE NO. COMMISSIONER CRUZ SUGGESTED THAT THE BOARD VOTE TODAY. COMMISSIONER NAITO AND CHAIR LINN DISCUSSION ABOUT WAITING A WEEK FOR ADDITIONAL INFORMATION FROM DEPARTMENT STAFF. MR. KOCH ADVISED THE DEPARTMENT BROUGHT THE BUDGET MODIFICATION AND AGREEMENT FORWARD AS THE BEST USE OF RESOURCES; THAT THE BALANCE BETWEEN BEDS IS NOT A PERFECT

SCIENCE; THAT THE CENSUS WILL SOMETIMES DROP BELOW 14 AND SOMETIMES THEY WILL HAVE YOUTH ON A WAIT LIST AND THAT THE OREGON YOUTH AUTHORITY HAS CONTRACTS WITH COUNTIES ALL OVER THE STATE. MOTION TO CONTINUE BUDGET MODIFICATION AND AGREEMENT TO THURSDAY, APRIL 20, 2006 APPROVED, WITH COMMISSIONERS CRUZ, ROBERTS AND LINN VOTING AYE, AND COMMISSIONERS NAITO AND ROJO VOTING NO.

DEPARTMENT OF COUNTY HUMAN SERVICES

R-8 Budget Modification DCHS-05 Appropriating \$29,373 from an Agreement with the City of Portland via Funding from a Corporation for Supportive Housing Grant Funding a Limited Duration Housing Position

COMMISSIONER CRUZ MOVED AND COMMISSIONER NAITO SECONDED, APPROVAL OF R-8. SETH LYONS AND HEATHER LYONS EXPLANATION AND COMMENTS IN SUPPORT. DIANE LUTHER COMMENTS IN SUPPORT. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

R-9 Budget Modification DCHS-30 Reclassifying an Office Assistant Senior to Office Assistant 2 in the Aging & Disabilities Services Division, as Determined by the Class/Comp Unit of Central Human Resources

COMMISSIONER CRUZ MOVED AND COMMISSIONER NAITO SECONDED, APPROVAL OF R-9. DANA LLOYD EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

DEPARTMENT OF COMMUNITY SERVICES

R-10 NOTICE OF INTENT to Apply for a Technical Assistance Grant from Oregon Watershed Enhancement Board for the Beaver Creek Culverts

COMMISSIONER CRUZ MOVED AND COMMISSIONER ROBERTS SECONDED, APPROVAL OF R-10. ED ABRAHAMSON

INTRODUCED ALISON WINTER. ALISON WINTER EXPLANATION AND RESPONSE TO QUESTIONS OF COMMISSIONERS CRUZ AND ROBERTS REGARDING MATCHING FUNDS AND NEED FOR FISH BIOLOGY EXPERTISE. NOTICE OF INTENT UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

R-11 RESOLUTION Directing Modification of the "Schools Bail-Out Package" Program Offer #10061 for Fiscal Year 2006-2007

COMMISSIONER ROJO MOVED AND COMMISSIONER CRUZ SECONDED, APPROVAL OF R-11. COMMISSIONER NAITO EXPLANATION AND STATEMENT IN SUPPORT. COMMISSIONERS ROBERTS, ROJO AND CRUZ COMMENTS IN SUPPORT. CHAIR LINN COMMENTS IN SUPPORT AND IN APPRECIATION FOR THE BOARD COMING TOGETHER ON THIS ISSUE. RESOLUTION 06-051 UNANIMOUSLY ADOPTED.

Commissioners Naito and Cruz excused at 10:51 a.m.

DEPARTMENT OF HEALTH

R-12 Pandemic Influenza Planning and Community Engagement Update. Presented by Lillian Shirley and Gary Oxman. 25 MINUTES REQUESTED.

LILLIAN SHIRLEY AND GARY OXMAN PRESENTATION AND RESPONSE TO QUESTIONS AND COMMENTS FROM COMMISSIONERS ROBERTS AND ROJO REGARDING NUMBER OF INFLUENZA PANDEMICS IN THE PAST AND HOW THEY ARE CATEGORIZED; THE AVAILABILITY OF INFORMATION TO NON-ENGLISH SPEAKING MULTNOMAH COUNTY RESIDENTS; AND AVAILABILITY OF VACCINES. CHAIR LINN COMMENTS IN APPRECIATION.

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

Thursday, April 13, 2006 - 10:45 AM
(OR IMMEDIATELY FOLLOWING BOARD MEETING)
Multnomah Building, First Floor Commissioners Conference Room 112
501 SE Hawthorne Boulevard, Portland

EXECUTIVE SESSION

- E-1 The Multnomah County Board of Commissioners will meet in Executive Session Pursuant to ORS 192.660(2)(h). Only Representatives of the News Media and Designated Staff are allowed to attend. News Media and All Other Attendees are Specifically Directed Not to Disclose Information that is the Subject of the Session. No Final Decision will be made in the Session. Presented by Agnes Sowle. 15-30 MINUTES REQUESTED.

**EXECUTIVE SESSION RESCHEDULED TO
TUESDAY, APRIL 18, 2006.**

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 of Commissioners & Agenda

connecting citizens with information and services

BOARD OF COMMISSIONERS

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APRIL 13, 2006 REVISED BOARD MEETING FASTLOOK AGENDA ITEMS OF INTEREST

Pg 2	9:30 a.m. Resolution Authorizing Issuance of Industrial Development Revenue Bonds by the State of Oregon to YoCream International, Inc.
Pg 2	9:32 a.m. Multnomah County Employee Benefits Board July 1, 2006 Adjustments
Pg 3	9:35 a.m. 2005 and 2006 Wage Re-opener for Multnomah County Corrections Deputy Association Agreement
Pg 4	10:00 a.m. Resolution Directing Modification of the "Schools Bail-Out Package" Program Offer #10061 for Fiscal Year 2006-2007
Pg 4	10:15 a.m. Pandemic Influenza Planning & Community Engagement Update
Pg 4	10:45 a.m. if needed Executive Session

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REGULAR MEETING

CONSENT CALENDAR - 9:30 AM

NON-DEPARTMENTAL

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DEPARTMENT OF COMMUNITY SERVICES

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DEPARTMENT OF COUNTY HUMAN SERVICES - 9:50 AM

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DEPARTMENT OF COMMUNITY SERVICES - 9:55 AM

R-10 NOTICE OF INTENT to Apply for a Technical Assistance Grant from Oregon Watershed Enhancement Board for the Beaver Creek Culverts

NON-DEPARTMENTAL - 10:00 AM

R-11 RESOLUTION Directing Modification of the "Schools Bail-Out Package"
Program Offer #10061 for Fiscal Year 2006-2007

DEPARTMENT OF HEALTH - 10:15 AM

R-12 Pandemic Influenza Planning and Community Engagement Update.
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MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date: 04/13/06
Agenda Item #: C-1
Est. Start Time: 9:30 AM
Date Submitted: 03/29/06

BUDGET MODIFICATION: -

Agenda Title: **Appointments of Bonnie Malone and Aron Stephens to the Multnomah County COMMUNITY HEALTH COUNCIL**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Date Requested:	<u>April 13, 2006</u>	Time Requested:	<u>Consent Calendar</u>
Department:	<u>Non-Departmental</u>	Division:	<u>Chair's Office</u>
Contact(s):	<u>Chair Diane Linn, Andy Smith</u>		
Phone:	<u>503/988-3308</u>	Ext.: <u>83308</u>	I/O Address: <u>503/600</u>
Presenter(s):	<u>N/A</u>		

General Information

1. What action are you requesting from the Board?

Request the Board approve the appointments of Bonnie Malone and Aron Stephens to the Multnomah County Community Health Council.

2. Please provide sufficient background information for the Board and the public to understand this issue.

The Community Health Council (CHC) assists and advises the County's Health Department in promoting its vision of healthy people in healthy communities. The CHC supports and guides the Health Department in its mission to provide comprehensive health care that is quality driven, affordable and culturally competent to the people of Multnomah County. The CHC provides input and feedback to generally advise the development, implementation and evaluation of Health Department programs including, but not limited to all programs funded through the Federal Bureau of Primary Health Care. The CHC also serves as the Citizen Budget Advisory Committee for the County Health Department. Members range from 9 to 25 members – consumers of County health programs constitutes the majority; remaining members are health care providers and representatives of the community. Members are appointed to 3-year terms by the County Chair from nominees selected by the current Council with approval of the Board of County Commissioners. Sonia

Manhas, of the County Health Department, is the Community Health Council Manager.

3. Explain the fiscal impact (current year and ongoing).

No current year/ongoing fiscal impact.

4. Explain any legal and/or policy issues involved.

No legal and/or policy issues involved.

5. Explain any citizen and/or other government participation that has or will take place.

N/A

Required Signatures

**Department/
Agency Director:**



Date: 03/29/2006

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date: 04/13/06
Agenda Item #: C-2
Est. Start Time: 9:30 AM
Date Submitted: 03/16/06

BUDGET MODIFICATION:

Agenda Title: **RESOLUTION Authorizing the Private Sale of a Tax Foreclosed Property to GAROLD M & ANNE A PETERSON**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Date Requested:	<u>April 13, 2006</u>	Time Requested:	<u>Consent Item</u>
Department:	<u>Community Services</u>	Division:	<u>Tax Title</u>
Contact(s):	<u>Gary Thomas</u>		
Phone:	<u>503-988-3590</u>	Ext.: <u>22591</u>	I/O Address: <u>503/4/TT</u>
Presenter(s):	<u>Gary Thomas</u>		

General Information

1. What action are you requesting from the Board?

The Tax Title Section is requesting the Board to approve the private sale of a tax foreclosed property to GAROLD M & ANNE A PETERSON.

2. Please provide sufficient background information for the Board and the public to understand this issue.

The subject property is a small strip that came into county ownership through the foreclosure of delinquent tax liens on June 12, 1978. The strip is approximately 0.12' x 100' and contains approximately 12 square feet. It is located between a vacant lot and 7309 SE 64th Ave. Both properties have been in the ownership of the same family for a number of years and the subject parcel was apparently left off of a deed transfer. We propose to sell the strip to the owners of the adjacent vacant lot.

The attached plat map, Exhibit A, shows the location of the strip. Exhibit B, an aerial photo, shows the parcel in relation to the adjacent properties.

Although no written confirmation was received from the City of Portland, the Tax Title Division is confident that the size and shape of the property, approximately 12 sq.ft. make it unsuitable for the

construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.

3. Explain the fiscal impact (current year and ongoing).

The Private Sale will allow for the recovery of the delinquent taxes, fees and expenses (see Exhibit C).

4. Explain any legal and/or policy issues involved.

No legal issues are expected. The parcel will be sold "As Is" without guarantee of clear title.

5. Explain any citizen and/or other government participation that has or will take place.

No citizen or government participation is anticipated.

EXHIBIT A



Subject

7309 SE 64th

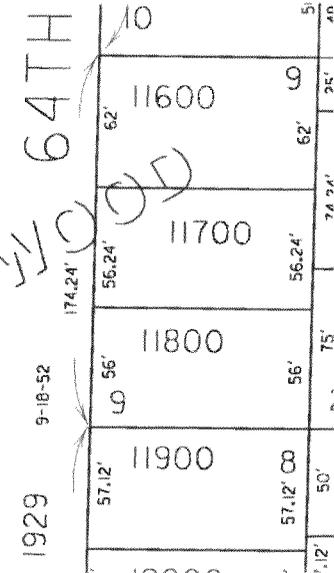
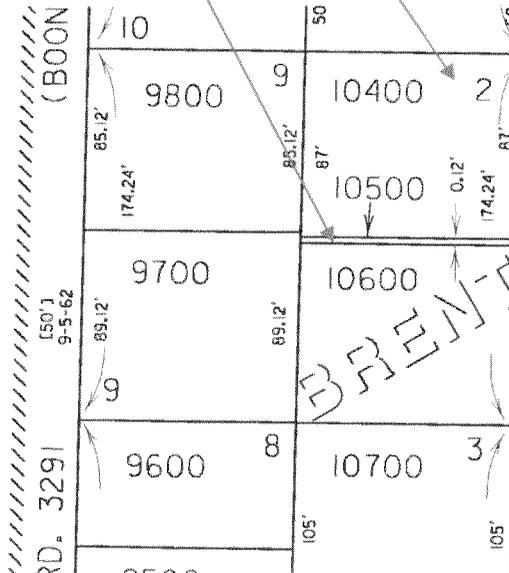
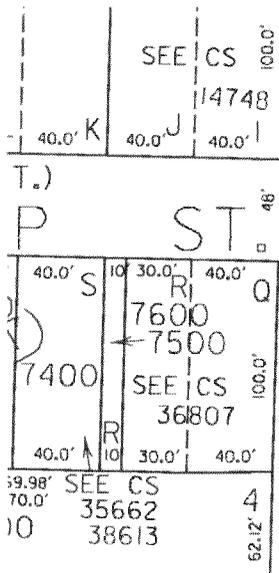


EXHIBIT B



Subject

**EXHIBIT C
PROPOSED PROPERTY LISTED FOR PRIVATE SALE
FISCAL YEAR 2005-06**

LEGAL DESCRIPTION:

THE N 0.12' OF S 87.24' OF LOT 2, BLOCK 27, BRENTWOOD & SUB

ADJACENT PROPERTY ADDRESS: 7309 SE 64th Ave
TAX ACCOUNT NUMBER: R120712
GREENSPACE DESIGNATION: No designation
SIZE OF PARCEL: Approximately 12 square feet
ASSESSED VALUE: \$100.00

ITEMIZED EXPENSES FOR TOTAL PRICE OF PRIVATE SALE

BACK TAXES & INTEREST:	\$19.42
TAX TITLE MAINTENANCE COST & EXPENSES:	\$-0-
RECORDING FEE:	\$26.00
SUB-TOTAL	\$45.42
MINIMUM PRICE REQUEST OF PRIVATE SALE	\$100.00

Required Signatures

**Department/
Agency Director:**

M. Cecilia Johnson

Date: 03/16/06

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:

BOGSTAD Deborah L

From: GRACE Becky J
Sent: Thursday, March 16, 2006 2:12 PM
To: BOGSTAD Deborah L
Subject: FW: April 13th Agenda Peterson Private Sale

Last but not least (for today anyway)

-----Original Message-----

From: CREAN Christopher D
Sent: Tuesday, March 14, 2006 2:19 PM
To: GRACE Becky J
Subject: RE: April 13th Agenda Peterson Private Sale

Becky –

I have reviewed the resolution and deed for the Peterson private sale and they may be circulated for signature as proposed. Thanks.

- Chris

-----Original Message-----

From: GRACE Becky J
Sent: Tuesday, March 14, 2006 2:05 PM
To: CREAN Christopher D
Subject: FW: April 13th Agenda Peterson Private Sale

Sorry Chris – here are the attachments

-----Original Message-----

From: GRACE Becky J
Sent: Tuesday, March 14, 2006 2:02 PM
To: CREAN Christopher D
Subject: April 13th Agenda Peterson Private Sale

Hi Chris,

Attached for your review and approval are the Peterson Private Sale documents for the April 13th Agenda.
Thanks,

Becky Grace
Multnomah County Tax Title
PO Box 2716
Portland OR 97208
503-988-3590

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Authorizing the Private Sale of a Tax Foreclosed Property to GAROLD M & ANNE A. PETERSON.

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County acquired the real property described below through the foreclosure of liens for delinquent real property taxes.
- b. The property has an assessed value of \$100 on the County's current tax roll.
- c. Although no written confirmation from the City of Portland was obtained, the Tax Title Division is confident that the shape and size of the property, approximately 12 square feet, make it unsuitable for the construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.
- d. GAROLD M. & ANNE A. PETERSON have agreed to pay \$100, an amount the Board finds to be a reasonable price for the property in conformity with ORS 275.225.

The Multnomah County Board of Commissioners Resolves:

1. Upon Tax Title's receipt of the payment of \$100, the Chair on behalf of Multnomah County, is authorized to execute a Bargain and Sale deed conveying to GAROLD M. & ANNE A. PETERSON, the following described real property in Multnomah County, Oregon:

N 0.12' OF S 87.24' OF LOT 2, BLOCK 27, BRENTWOOD & SUB

ADOPTED this 13th day of April, 2006.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Christopher D. Crean, Assistant County Attorney

Until a change is requested, all tax statements
Shall be sent to the following address:
GAROLD M. & ANNE A. PETERSON
7309 SE 64TH AVE
PORTLAND OR 97206-9660

After recording, return to:
MULTNOMAH COUNTY
TAX TITLE
503/4

Bargain and Sale Deed D062052 for R120712

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to GAROLD M. & ANNE A. PETERSON, Husband and Wife, Grantees, the following described real property in Multnomah County, Oregon:

N 0.12' OF S 87.24' OF LOT 2, BLOCK 27, BRENTWOOD & SUB

The true consideration for this conveyance is \$100.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS INSTRUMENT DOES 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, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 13th day of April 2006, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Christopher D. Crean, Assistant County Attorney

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this 13th day of April 2006, by Diane M. Linn, 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: 6/27/09

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 06-047

Authorizing the Private Sale of a Tax Foreclosed Property to GAROLD M & ANNE A. PETERSON

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County acquired the real property described below through the foreclosure of liens for delinquent real property taxes.
- b. The property has an assessed value of \$100 on the County's current tax roll.
- c. Although no written confirmation from the City of Portland was obtained, the Tax Title Division is confident that the shape and size of the property, approximately 12 square feet, make it unsuitable for the construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.
- d. GAROLD M. & ANNE A. PETERSON have agreed to pay \$100, an amount the Board finds to be a reasonable price for the property in conformity with ORS 275.225.

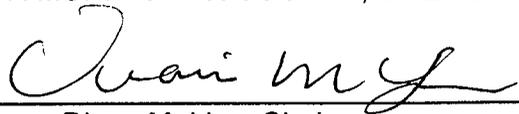
The Multnomah County Board of Commissioners Resolves:

1. Upon Tax Title's receipt of the payment of \$100, the Chair on behalf of Multnomah County, is authorized to execute a Bargain and Sale deed conveying to GAROLD M. & ANNE A. PETERSON, the following described real property in Multnomah County, Oregon:

N 0.12' OF S 87.24' OF LOT 2, BLOCK 27, BRENTWOOD & SUB

ADOPTED this 13th day of April, 2006.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

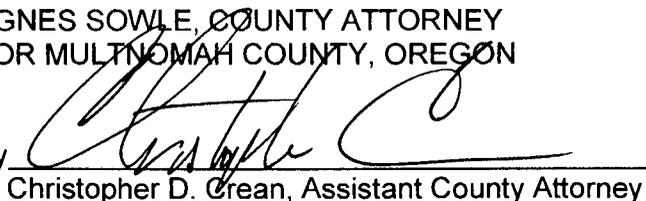


Diane M. Linn, Chair



AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By



Christopher D. Crean, Assistant County Attorney

Until a change is requested, all tax statements
shall be sent to the following address:
GAROLD M. & ANNE A. PETERSON
7309 SE 64th AVE
PORTLAND OR 97206-9660

After recording, return to:
MULTNOMAH COUNTY
TAX TITLE
503/4

Bargain and Sale Deed D062052 for R120712

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to GAROLD M. & ANNE A. PETERSON, Husband and Wife, Grantees, the following described real property in Multnomah County, Oregon:

N 0.12' OF S 87.24' OF LOT 2, BLOCK 27, BRENTWOOD & SUB

The true consideration for this conveyance is \$100.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS INSTRUMENT DOES 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, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 13th day of April 2006, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Christopher D. Crean, Assistant County Attorney

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this 13th day of April 2006, by Diane M. Linn, 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: 06/27/09

Until a change is requested, all tax statements
Shall be sent to the following address:
GAROLD M. & ANNE A. PETERSON
7309 SE 64th AVE
PORTLAND OR 97206-9660

After recording, return to:
MULTNOMAH COUNTY
TAX TITLE
503/4

Bargain and Sale Deed D062052 for R120712

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to GAROLD M. & ANNE A. PETERSON, Husband and Wife, Grantees, the following described real property in Multnomah County, Oregon:

N 0.12' OF S 87.24' OF LOT 2, BLOCK 27, BRENTWOOD & SUB

The true consideration for this conveyance is \$100.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS INSTRUMENT DOES 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, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).

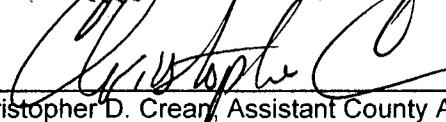
IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 13th day of April 2006, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

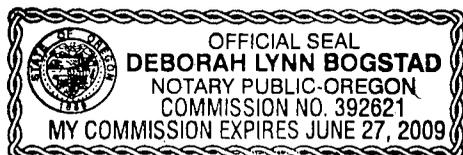

Diane M. Linn, Chair

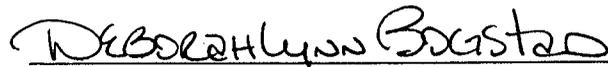
AGNES BOWEN COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Christopher D. Crean, Assistant County Attorney

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this 13th day of April 2006, by Diane M. Linn, 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: 06/27/09



**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

Board Clerk Use Only	
Meeting Date:	<u>04/13/06</u>
Agenda Item #:	<u>C-3</u>
Est. Start Time:	<u>9:30 AM</u>
Date Submitted:	<u>03/16/06</u>

BUDGET MODIFICATION: -

<p>RESOLUTION Authorizing Execution of a Contract between Multnomah County, Seller, and LURELLE ROBBINS, ROBERT HOGG & BRIAN FUQUA Agenda Purchasers, for Tax-Foreclosed Property Sold at Public Sale and Deed to Title: Purchasers at Contract Completion</p>

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Date Requested:	<u>April 13, 2006</u>	Time Requested:	<u>Consent Item</u>
Department:	<u>Community Services</u>	Division:	<u>Tax Title</u>
Contact(s):	<u>Gary Thomas</u>		
Phone:	<u>503-988-3590</u>	Ext.	<u>22591</u>
		I/O Address:	<u>503/4/TT</u>
Presenter(s):	<u>Gary Thomas</u>		

General Information

1. What action are you requesting from the Board?

The Tax Title Section is requesting the Board to approve the purchase on contract of a tax foreclosed property to the highest bidders LURELLE ROBBINS, ROBERT HOGG & BRIAN FUQUA, at the public auction held on February 28, 2006.

2. Please provide sufficient background information for the Board and the public to understand this issue.

The subject property is a one level Ranch style house (see Exhibit A) that came into County ownership through the foreclosure of delinquent tax liens on 9/28/2004. The lot is approximately 9,825 sq ft in size and the zoning is TLDR, Transit Low Density Residential.

LURELLE ROBBINS, ROBERT HOGG & BRIAN FUQUA were the highest bidders at the Public Auction with a bid of \$160,500 for this parcel. The County acknowledges receipt of the sum of \$25,000 as deposit paid by the Buyer on the day of the auction. At the contract signing the buyer has agreed to put an additional \$7,100 down and carry the remaining balance of \$128,400 on a 15

year contract at 6% annual interest.

3. Explain the fiscal impact (current year and ongoing).

The contract purchase will allow for the recovery of the delinquent taxes, fees, and expenses. The sale will also reinstate the property on the tax roll.

4. Explain any legal and/or policy issues involved.

No legal issues are expected. The parcels are sold "As Is" without guarantee of clear title.

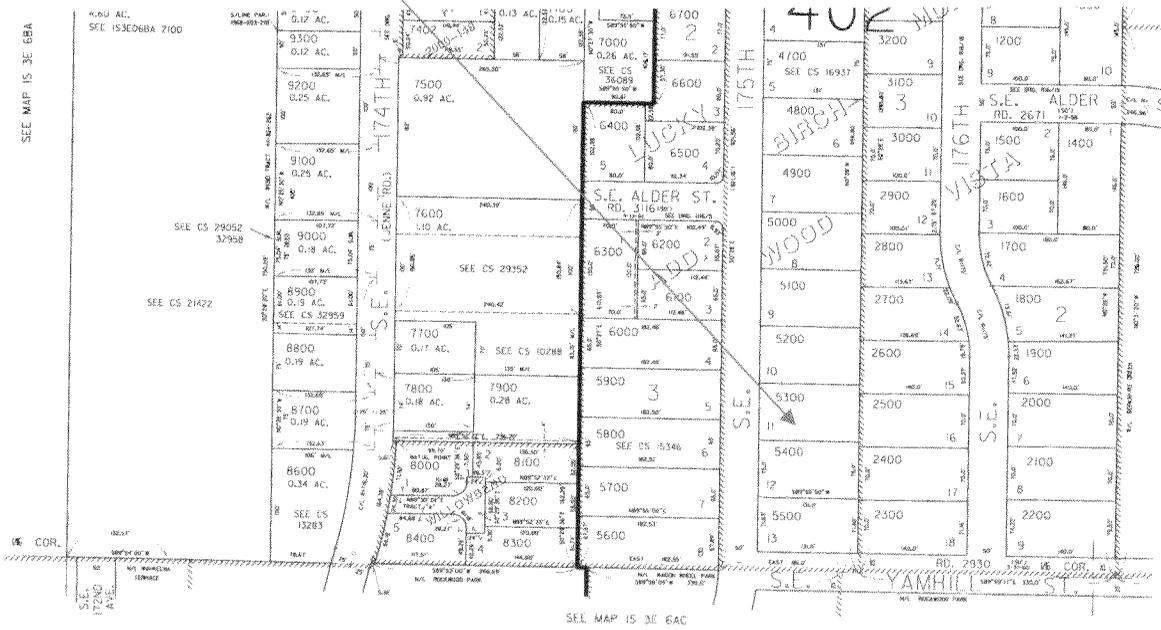
This property conforms to those policies as outlined in Multnomah County Code Chapter 7.

5. Explain any citizen and/or other government participation that has or will take place.

No citizen or government participation is anticipated.

EXHIBIT A

Property No.:1 at the auction.
Tax Account Number R116893 1S3E06AB -05300
Location: 910 SE 175th Place, in Gresham



1S



Required Signatures

**Department/
Agency Director:**

M. Cecilia Johnson

Date: 03/16/06

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:

BOGSTAD Deborah L

From: GRACE Becky J
Sent: Thursday, March 16, 2006 2:04 PM
To: BOGSTAD Deborah L
Subject: FW: April 13 Agenda Auction Contract Sale to Robbins

Here you are!

-----Original Message-----

From: CREAN Christopher D
Sent: Wednesday, March 15, 2006 2:11 PM
To: GRACE Becky J
Subject: RE: April 13 Agenda Auction Contract Sale to Robbins

Becky –

I have reviewed the draft resolution and contract for the sale to Robbins, Hogg and Fuqua and they may be circulated for signature as proposed. Thanks.

- Chris

-----Original Message-----

From: GRACE Becky J
Sent: Tuesday, March 14, 2006 11:22 AM
To: CREAN Christopher D
Subject: April 13 Agenda Auction Contract Sale to Robbins

Hi Chris,

Attached for your review and approval are the April 13 Agenda documents for the Auction Contract sale to Robbins.
Thanks!

Becky Grace
Multnomah County Tax Title
PO Box 2716
Portland OR 97208
503-988-3590

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Authorizing execution of a Contract between Multnomah County, Seller, and LURELLE ROBBINS, ROBERT HOGG & BRIAN FUQUA Purchasers, for Tax-Foreclosed Property sold at Public Sale and Deed to Purchasers at contract completion.

The Multnomah County Board of Commissioners Finds:

- a. On February 28, 2006 Multnomah County conducted a public auction and sale of tax-foreclosed real properties, including the property described below (property).
- b. The public sale was conducted consistent with the requirements of ORS 275.110 to 275.250 and MCC Chapter 7.
- c. LURELLE ROBBINS, ROBERT HOGG & BRIAN FUQUA were the highest bidders at the sale for the property with a bid of \$160,500. The County acknowledges receipt of the sum of \$25,000, as deposit paid by Buyer. An additional amount of \$7,100 to be paid at the contract signing and the balance remaining \$128,400 is to be paid pursuant to the proposed Contract.
- d. The Sheriff delivered to the Buyer a Certificate of Sale as required under ORS 275.150 containing the legal description of the property, the whole purchase price, the amount paid in cash, and the date upon which the future payment will become due.

The Multnomah County Board of Commissioners Resolves:

1. The Chair on behalf of Multnomah County is authorized to execute the attached Contract.
2. Upon Purchaser's performance of all the obligations of the Contract and upon Tax Title's receipt of the full balance due, the Chair on behalf of Multnomah County, is authorized to execute a deed conveying to LURELLE ROBBINS, ROBERT HOGG & BRIAN FUQUA , the following described real property:

A parcel of land situated in Section 6, Township 1 South, Range 3 East of the Willamette Meridian, in Multnomah County, Oregon described as follows:

Lot 11, BIRCHWOOD

ADOPTED this 13th day of April, 2006.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Christopher D. Crean, Assistant County Attorney
Page 1 of 10 - Auction Resolution And Contract

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

**LURELLE ROBBINS
3439 NE SANDY BLVD #184
PORTLAND, OR 97232**

**After recording please return to:
Multnomah County Tax Title
503/4th Floor**

CONTRACT 15817 OF SALE

THIS CONTRACT is made and entered into on April 13, 2006 by Multnomah County, Oregon, ("the County"), a municipal corporation, and **LURELLE ROBBINS, ROBERT HOGG & BRIAN FUQUA** ("purchasers").

The County agrees to sell, in accordance with the statutes of the State of Oregon and in consideration of the covenants and agreements made on the part of the purchasers, and purchasers agree to buy the certain real property situated in Section 6, Township 1 South, Range 3 East of the Willamette Meridian, in Multnomah County, Oregon described as follows:

Lot 11, BIRCHWOOD

Purchase Price

Purchaser agrees to pay for described real property the sum of \$160,500 which is the true and actual consideration paid for this transfer. A down payment in the amount of \$25,000 has been paid, with receipt acknowledged by the County. An additional down payment of \$7,100, representing 20% of the full sale price is due at the time this contract is executed. At closing, the down payments shall be credited to the purchase price and the Buyer shall pay the remainder to the County with interest charged at a rate of 6% per annum on the dates and in the amounts as follows:

Not less than \$1,084 on the 15th of May 2006, and a payment on the 15th day of each month for a period of 15 years, until the full amount of both the principal and interest has been paid in full, provided always that the purchaser may pay the full amount of both principal and interest due at any time without penalty for early payment.

If any monthly payment of interest and principal, or part of such payments has not been received by the Tax Title Division on the 26th day of each month, a late-charge of \$25.00 will be assessed to the purchaser.

Application of Payments

All payments on the contract shall be applied first to the interest due on the contract, and then to late charges, if any, then the remaining amount shall be applied to the principal. Payments will be credited as of the due date without adjustment of interest when paid either before or after the due date. Purchaser may prepay at any time all or part of the principal amount due on this contract without payment of penalties or premiums, provided that purchaser is not under default under this contract and the payment is identified as prepayment of the principal.

If an agreement is reached between the County and the purchaser to accept payments in a smaller amount than the originally agreed upon payments, the County shall not be held to have breached this contract, nor to have waived its right to insist upon strict compliance by the purchaser with the terms of this contract. The County may proceed with its legal remedies at any time, without notice to the purchaser except as stated within the terms of this contract.

Such notice, if extended to the purchaser, shall be accepted by the purchaser as a courtesy only.

Default

Time is of the essence in this contract and the County has the discretion to declare a contract in default due to unpaid payments. The purchaser's default can be cured by following the procedures set forth in Oregon Revised Statutes 93.920 and by paying all costs and expenses actually incurred by the County in enforcing the contract, including but not limited to late charges, attorney fees of \$500.00 and costs of the title search.

In addition, the County may declare the contract in default if:

1. Purchaser fails to make any payment within 15 days after it is due;
2. Purchaser fails to perform or comply with any condition and does not commence corrective action within ten days after written notice from the County specifying the nature of the default, or, if the default cannot be cured within that time, fails to commence and pursue curative action with reasonable diligence;
3. Purchaser becomes insolvent; a receiver, trustee or custodian is appointed to take possession of all or a substantial part of purchaser's property or properties; purchaser makes an assignment for the benefit of creditors or files a voluntary petition in bankruptcy; or purchaser is subject to an involuntary bankruptcy which is not dismissed within ninety days; or
4. Purchaser makes or allows to be made a fraudulent transfer under applicable federal or state law, conceals any of his/her property from creditors; makes or allows to be made a preference within the meaning of the federal bankruptcy laws; or allows a lien or distraint upon any of his/her property.

Tax Payments.

1. In addition to payment of installments as agreed in this contract, purchaser agrees to pay all taxes lawfully assessed and levied against said property during the term of this contract before they become delinquent.

Terms and Conditions.

1. Purchaser agrees to pay and discharge all municipal liens and assessments of any kind and nature assessed against the property before they become delinquent.
2. Purchaser will keep all improvements on the property in at least as good condition and repair as they were on the date of possession by purchaser and shall not permit any waste or removal of all or part of the improvement without first obtaining express written permission from the County.
3. Purchaser will promptly comply with and cause all other persons to comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property.
4. Purchaser shall promptly make all required repairs, alterations and additions, including, without limitation, any required alteration of the property due to purchaser's specific use of the property. Purchaser also agrees to complete any alterations or repairs necessary to comply with any applicable federal, state and local laws including those pertaining to

air and water quality, hazardous materials and other environmental zoning, land use statutes, ordinances and regulations.

5. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in ORS 475.005 or any "nuisance" as described in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property of the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.
6. In any proceeding to enforce any provision of this contract, the Purchaser shall be liable to the County for any costs, including attorney fees, incurred by the County in the proceeding, provided only that the County is determined to be a prevailing party in the proceeding.

Insurance

Purchaser will keep all improvements now existing or which shall hereafter be placed on the property insured against fire and other casualties covered by a standard policy of fire insurance with extended coverage endorsements. The policy shall be written to the full replacement value and loss payable to County and purchaser as their respective interests may appear, and certificates evidencing the policy shall be delivered to County and shall contain a stipulation providing that coverage will not be canceled or diminished without a minimum of ten days' written notice to the County. In the event of a loss, purchaser shall give immediate notice to County. County may make proof of loss if purchaser fails to do so within fifteen days of casualty.

Binding Effect/Assignment Restricted

This contract is binding on and will inure to the benefit of the County, purchaser and their respective heirs, legal representatives, successors and assigns. No assignment of this contract or any interest therein or any interest in any of the property herein described shall be valid unless it is approved by County. Terms of this contract may be amended by County upon assignment. Subject to the foregoing restriction, the terms of this contract shall be binding upon the heirs, successors-in-interest and assigned of Purchaser.

Indemnity and Hold Harmless Agreement

Purchaser will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while purchaser is entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others. This indemnification of the County by purchaser includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of hazardous material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any hazardous material on property caused or permitted by Purchaser or purchaser's agents or contractors results in any contamination of the property, Purchaser shall promptly take all actions at Purchaser's sole expense as are necessary to return the property to the condition existing prior to the release of any such hazardous material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term effect on the property. This indemnification by Purchaser includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations agreed to with regard to the

indemnity and hold harmless provisions of this contract shall survive any termination or cancellation of the contract for any reason.

Waste

It is understood and agreed between the parties that the purchaser shall not commit any strip or waste on the premises or sever any growing timber from the premises nor shall the purchaser suffer or permit any strip or waste to be committed on the property. All improvements placed on the property shall remain and shall not be removed before final payment is made. Purchaser shall not remove any improvements currently upon the property without first having obtained the express written consent of the County. Multnomah County is not responsible for relocation costs.

Lead Based Paint Inspection

1. Purchaser shall have an opportunity to conduct a risk-assessment or inspection to determine the presence of lead-based paint or lead-based Paint hazards on the property. Purchaser may terminate this sale by delivering to County written notice of purchaser's disapproval or risk-assessment or inspection within ten (10) days of the date of this contract unless purchaser has waived the opportunity. The disclosure statement on lead-based paint and lead-based paint hazards, which is attached as Exhibit A, is incorporated in this contract. If purchaser delivers to County a timely notice of disapproval, this contract terminates and will be cancelled and County will refund purchaser's down payment.
2. Purchaser shall indemnify, hold harmless and defend County from all liens, costs, claims, demands, suits and expenses including reasonable attorney fees and expert fees, arising from or relating to purchaser's entry on or inspection of the property as provided under this section. This covenant to indemnify, hold harmless and defend seller shall survive closing or any termination of this contract.
3. Purchaser or its agents may, prior to closing, enter the Property to inspect the Property as needed. Coordination of the date and time the inspection(s) is requested needs to be made with the Tax Title Section at 503-988-3590.

Hazardous Materials

As used in this contract, the term Hazardous Material means any hazardous or toxic substance, material, or waste, including, but not limited to those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR § 172.101), or by the United States Environmental Protection Agency as hazardous substances (40 CFR pt 302) and amendments thereto, petroleum products, or other such substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law.

Purchaser will not cause or permit any hazardous material to be brought upon, kept, or used in or about the property by purchaser or purchaser's agents, employees, contractors, or invitees without the prior written consent of the County, which shall not be unreasonably withheld as long as purchaser demonstrates to County's reasonable satisfaction that such hazardous material is necessary to purchaser's business and will be used, kept, and stored in a manner that complies with all laws regulating any such hazardous materials brought upon or used or kept in or about the property.

Title Insurance

The County does not provide title insurance.

Property Sold "AS IS"

Purchaser agrees that it has accepted and executed this contract on the basis of its own examination and personal knowledge of the Property; County makes no representations or warranties with respect to the physical condition or any other aspect of the Property, including, without limitation, whether the Property conforms to past, current, or future zoning or building code requirements, the existence of soil stability, past soil repair, soil additions, conditions of soil fill or susceptibility to land slides, the sufficiency of any under-shoring, the sufficiency of any drainage, whether the Property is located either wholly or partially in a flood plain or a flood hazard boundary or similar area, or any other matter affecting the stability or integrity of the Property. Purchaser expressly acknowledges that the Property is being sold and accepted "AS IS", and purchaser hereby unconditionally and irrevocably waives any and all actual or potential rights purchaser may have regarding any form of warranty, except as set forth in this contract, express or implied, of any kind or type, relating to the Property. Such waiver is absolute, complete, total, and unlimited in any way.

Remedies.

TIME IS OF THE ESSENCE REGARDING THIS AGREEMENT.

1. If the conditions described in the LEAD-BASED PAINT section above are satisfied or waived by purchaser and the transaction does not thereafter close, through no fault of County, before the close of business on the Closing Date, purchaser may forfeit the [earnest money deposit] to County as liquidated damages.
2. The parties agree the remedies for the failure to close this transaction shall be limited to the remedies set forth in this contract and the parties waive any further remedies, which may be available to either. If this transaction does not close, the County may pursue cancellation of this contract under ORS 275.220.
3. Nothing herein shall be interpreted to limit the purchaser's obligations under any provision of this contract as applicable, to defend, hold harmless and indemnify the County.

Severability

If any term or provision of this Contract of the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract and the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this contract shall be valid and enforceable to the fullest extent permitted by law.

Entire Agreement

This contract sets forth the entire understanding of the parties with respect to the purchase and sale of the property. This contract supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties. This contract may not be modified or amended except by a written agreement executed by both parties.

Conveyance of Title

Upon complete performance by Purchaser of all the terms and conditions of this contract, County agrees to convey to Purchaser the title to the aforesaid property by Bargain & Sale Deed.

"THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). 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, THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004))."

IN WITNESS WHEREOF, purchaser has set his/her hand the year and day first above written, and County has caused these presents to be executed by the Chair of the Multnomah Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Christopher D. Crean, Asst County Attorney

BUYERS:

LURELLE ROBBINS, ROBERT HOGG,
AND BRIAN FUQUA

By _____
Lurelle Robbins

By _____
Robert Hogg

By _____
Brian Fuqua

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This instrument, "Contract 15817 of Sale", was acknowledged before me the 13th day of April, 2006 by Diane M. Linn, 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: 6/27/09

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

Signed and attested before me on _____, 2006 by Lurelle Robbins.

Becky J. Grace
Notary Public for Oregon
My Commission expires 12/12/2008

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

Signed and attested before me on _____, 2006 by Robert Hogg.

Becky J. Grace
Notary Public for Oregon
My Commission expires 12/12/2008

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

Signed and attested before me on _____, 2006 by Brian Fuqua.

Becky J. Grace
Notary Public for Oregon
My Commission expires 12/12/2008

EXHIBIT A

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement

Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

County's Disclosure (initial)

- ___ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
___ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____
X County has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- ___ (b) Records and reports available to the County (check one below):
___ County has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
X County has no reports or records pertaining to lead-based paint in the housing.

Buyer's Acknowledgment (initial)

- ___ (c) Buyer has received copies of all information listed above.
- ___ (d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.
- ___ (e) Buyer has (check one below):
___ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
___ Waived the opportunity to conduct a risk management or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Certification of Accuracy

The following party has reviewed the information above and certifies, to the best of the County's institutional knowledge, that the information provided by the signatory is true and accurate.

For Multnomah County:

Gary Thomas

Program Supervisor

Date: _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 06-048

Authorizing Execution of a Contract between Multnomah County, Seller, and LURELLE ROBBINS, ROBERT HOGG & BRIAN FUQUA Purchasers, for Tax-Foreclosed Property Sold at Public Sale and Deed to Purchasers at Contract Completion

The Multnomah County Board of Commissioners Finds:

- a. On February 28, 2006 Multnomah County conducted a public auction and sale of tax-foreclosed real properties, including the property described below (property).
- b. The public sale was conducted consistent with the requirements of ORS 275.110 to 275.250 and MCC Chapter 7.
- c. LURELLE ROBBINS, ROBERT HOGG & BRIAN FUQUA were the highest bidders at the sale for the property with a bid of \$160,500. The County acknowledges receipt of the sum of \$25,000, as deposit paid by Buyer. An additional amount of \$7,100 to be paid at the contract signing and the balance remaining \$128,400 is to be paid pursuant to the proposed Contract.
- d. The Sheriff delivered to the Buyer a Certificate of Sale as required under ORS 275.150 containing the legal description of the property, the whole purchase price, the amount paid in cash, and the date upon which the future payment will become due.

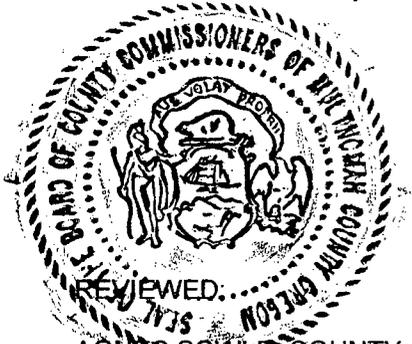
The Multnomah County Board of Commissioners Resolves:

1. The Chair on behalf of Multnomah County is authorized to execute the attached Contract.
2. Upon Purchaser's performance of all the obligations of the Contract and upon Tax Title's receipt of the full balance due, the Chair on behalf of Multnomah County, is authorized to execute a deed conveying to LURELLE ROBBINS, ROBERT HOGG & BRIAN FUQUA, the following described real property:

A parcel of land situated in Section 6, Township 1 South, Range 3 East of the Willamette Meridian, in Multnomah County, Oregon described as follows:

Lot 11, BIRCHWOOD

ADOPTED this 13th day of April, 2006.

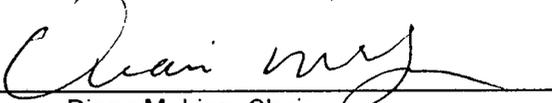


AGNES SQUYER COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By


Christopher D. Crean, Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

Until a change is requested, all tax statements shall be sent to the following address:
LURELLE ROBBINS
3439 NE SANDY BLVD #184
PORTLAND, OR 97232

After recording please return to:
Multnomah County Tax Title
503/4th Floor

CONTRACT 15817 OF SALE

THIS CONTRACT is made and entered into on April 13, 2006 by Multnomah County, Oregon, ("the County"), a municipal corporation, and **LURELLE ROBBINS, ROBERT HOGG & BRIAN FUQUA** ("purchasers").

The County agrees to sell, in accordance with the statutes of the State of Oregon and in consideration of the covenants and agreements made on the part of the purchasers, and purchasers agree to buy the certain real property situated in Section 6, Township 1 South, Range 3 East of the Willamette Meridian, in Multnomah County, Oregon described as follows:

Lot 11, BIRCHWOOD

Purchase Price

Purchaser agrees to pay for described real property the sum of \$160,500 which is the true and actual consideration paid for this transfer. A down payment in the amount of \$25,000 has been paid, with receipt acknowledged by the County. An additional down payment of \$7,100, representing 20% of the full sale price is due at the time this contract is executed. At closing, the down payments shall be credited to the purchase price and the Buyer shall pay the remainder to the County with interest charged at a rate of 6% per annum on the dates and in the amounts as follows:

Not less than \$1,084 on the 15th of May 2006, and a payment on the 15th day of each month for a period of 15 years, until the full amount of both the principal and interest has been paid in full, provided always that the purchaser may pay the full amount of both principal and interest due at any time without penalty for early payment.

If any monthly payment of interest and principal, or part of such payments has not been received by the Tax Title Division on the 26th day of each month, a late-charge of \$25.00 will be assessed to the purchaser.

Application of Payments

All payments on the contract shall be applied first to the interest due on the contract, and then to late charges, if any, then the remaining amount shall be applied to the principal. Payments will be credited as of the due date without adjustment of interest when paid either before or after the due date. Purchaser may prepay at any time all or part of the principal amount due on this contract without payment of penalties or premiums, provided that purchaser is not under default under this contract and the payment is identified as prepayment of the principal.

If an agreement is reached between the County and the purchaser to accept payments in a smaller amount than the originally agreed upon payments, the County shall not be held to have breached this contract, nor to have waived its right to insist upon strict compliance by the purchaser with the terms of this contract. The County may proceed with its legal remedies at any time, without notice to the purchaser except as stated within the terms of this contract. Such notice, if extended to the purchaser, shall be accepted by the purchaser as a courtesy only.

Default

Time is of the essence in this contract and the County has the discretion to declare a contract in default due to unpaid payments. The purchaser's default can be cured by following the procedures set forth in Oregon Revised Statutes 93.920 and by paying all costs and expenses actually incurred by the County in enforcing the contract, including but not limited to late charges, attorney fees of \$500.00 and costs of the title search.

In addition, the County may declare the contract in default if:

1. Purchaser fails to make any payment within 15 days after it is due;
2. Purchaser fails to perform or comply with any condition and does not commence corrective action within ten days after written notice from the County specifying the nature of the default, or, if the default cannot be cured within that time, fails to commence and pursue curative action with reasonable diligence;
3. Purchaser becomes insolvent; a receiver, trustee or custodian is appointed to take possession of all or a substantial part of purchaser's property or properties; purchaser makes an assignment for the benefit of creditors or files a voluntary petition in bankruptcy; or purchaser is subject to an involuntary bankruptcy which is not dismissed within ninety days; or
4. Purchaser makes or allows to be made a fraudulent transfer under applicable federal or state law, conceals any of his/her property from creditors; makes or allows to be made a preference within the meaning of the federal bankruptcy laws; or allows a lien or distraint upon any of his/her property.

Tax Payments

In addition to payment of installments as agreed in this contract, purchaser agrees to pay all taxes lawfully assessed and levied against said property during the term of this contract before they become delinquent.

Terms and Conditions.

1. Purchaser agrees to pay and discharge all municipal liens and assessments of any kind and nature assessed against the property before they become delinquent.
2. Purchaser will keep all improvements on the property in at least as good condition and repair as they were on the date of possession by purchaser and shall not permit any waste or removal of all or part of the improvement without first obtaining express written permission from the County.
3. Purchaser will promptly comply with and cause all other persons to comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property.
4. Purchaser shall promptly make all required repairs, alterations and additions, including, without limitation, any required alteration of the property due to purchaser's specific use of the property. Purchaser also agrees to complete any alterations or repairs necessary to comply with any applicable federal, state and local laws including those pertaining to air and water quality, hazardous materials and other environmental zoning, land use statutes, ordinances and regulations.

5. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in ORS 475.005 or any "nuisance" as described in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property of the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.
6. In any proceeding to enforce any provision of this contract, the Purchaser shall be liable to the County for any costs, including attorney fees, incurred by the County in the proceeding, provided only that the County is determined to be a prevailing party in the proceeding.

Insurance

Purchaser will keep all improvements now existing or which shall hereafter be placed on the property insured against fire and other casualties covered by a standard policy of fire insurance with extended coverage endorsements. The policy shall be written to the full replacement value and loss payable to County and purchaser as their respective interests may appear, and certificates evidencing the policy shall be delivered to County and shall contain a stipulation providing that coverage will not be canceled or diminished without a minimum of ten days' written notice to the County. In the event of a loss, purchaser shall give immediate notice to County. County may make proof of loss if purchaser fails to do so within fifteen days of casualty.

Binding Effect/Assignment Restricted

This contract is binding on and will inure to the benefit of the County, purchaser and their respective heirs, legal representatives, successors and assigns. No assignment of this contract or any interest therein or any interest in any of the property herein described shall be valid unless it is approved by County. Terms of this contract may be amended by County upon assignment. Subject to the foregoing restriction, the terms of this contract shall be binding upon the heirs, successors-in-interest and assigned of Purchaser.

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Purchaser will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while purchaser is entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others. This indemnification of the County by purchaser includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of hazardous material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any hazardous material on property caused or permitted by Purchaser or purchaser's agents or contractors results in any contamination of the property, Purchaser shall promptly take all actions at Purchaser's sole expense as are necessary to return the property to the condition existing prior to the release of any such hazardous material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term effect on the property. This indemnification by Purchaser includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations agreed to with regard to the indemnity and hold harmless provisions of this contract shall survive any termination or cancellation of the contract for any reason.

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2. Purchaser shall indemnify, hold harmless and defend County from all liens, costs, claims, demands, suits and expenses including reasonable attorney fees and expert fees, arising from or relating to purchaser's entry on or inspection of the property as provided under this section. This covenant to indemnify, hold harmless and defend seller shall survive closing or any termination of this contract.
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Remedies.

TIME IS OF THE ESSENCE REGARDING THIS AGREEMENT.

1. If the conditions described in the LEAD-BASED PAINT section above are satisfied or waived by purchaser and the transaction does not thereafter close, through no fault of County, before the close of business on the Closing Date, purchaser may forfeit the [earnest money deposit] to County as liquidated damages.
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Entire Agreement

This contract sets forth the entire understanding of the parties with respect to the purchase and sale of the property. This contract supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties. This contract may not be modified or amended except by a written agreement executed by both parties.

Conveyance of Title

Upon complete performance by Purchaser of all the terms and conditions of this contract, County agrees to convey to Purchaser the title to the aforesaid property by Bargain & Sale Deed.

"THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING

FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). 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, THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004))."

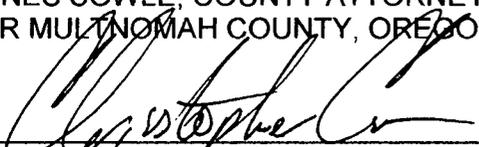
IN WITNESS WHEREOF, purchaser has set his/her hand the year and day first above written, and County has caused these presents to be executed by the Chair of the Multnomah Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Christopher D. Crean, Asst County Attorney

BUYERS:

LURELLE ROBBINS, ROBERT HOGG,
AND BRIAN FUQUA

By _____
Lurelle Robbins

By _____
Robert Hogg

By _____
Brian Fuqua

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This instrument, "Contract 15817 of Sale", was acknowledged before me the 13th day of April, 2006 by Diane M. Linn, 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: 6/27/09

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

Signed and attested before me on _____, 2006 by Lurelle Robbins.

Becky J. Grace
Notary Public for Oregon
My Commission expires 12/12/2008

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

Signed and attested before me on _____, 2006 by Robert Hogg.

Becky J. Grace
Notary Public for Oregon
My Commission expires 12/12/2008

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

Signed and attested before me on _____, 2006 by Brian Fuqua.

Becky J. Grace
Notary Public for Oregon
My Commission expires 12/12/2008

EXHIBIT A

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement

Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

County's Disclosure (initial)

- ___ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
___ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____
X County has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- ___ (b) Records and reports available to the County (check one below):
___ County has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
X County has no reports or records pertaining to lead-based paint in the housing.

Buyer's Acknowledgment (initial)

- ___ (c) Buyer has received copies of all information listed above.
- ___ (d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.
- ___ (e) Buyer has (check one below):
___ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
___ Waived the opportunity to conduct a risk management or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Certification of Accuracy

The following party has reviewed the information above and certifies, to the best of the County's institutional knowledge, that the information provided by the signatory is true and accurate.

For Multnomah County:

Gary Thomas

Program Supervisor

Date: _____

Until a change is requested, all tax statements shall be sent to the following address:
LURELLE ROBBINS
3439 NE SANDY BLVD #184
PORTLAND, OR 97232

After recording please return to:
Multnomah County Tax Title
503/4th Floor

CONTRACT 15817 OF SALE

THIS CONTRACT is made and entered into on April 13, 2006 by Multnomah County, Oregon, ("the County"), a municipal corporation, and **LURELLE ROBBINS, ROBERT HOGG & BRIAN FUQUA** ("purchasers").

The County agrees to sell, in accordance with the statutes of the State of Oregon and in consideration of the covenants and agreements made on the part of the purchasers, and purchasers agree to buy the certain real property situated in Section 6, Township 1 South, Range 3 East of the Willamette Meridian, in Multnomah County, Oregon described as follows:

Lot 11, BIRCHWOOD

Purchase Price

Purchaser agrees to pay for described real property the sum of \$160,500 which is the true and actual consideration paid for this transfer. A down payment in the amount of \$25,000 has been paid, with receipt acknowledged by the County. An additional down payment of \$7,100, representing 20% of the full sale price is due at the time this contract is executed. At closing, the down payments shall be credited to the purchase price and the Buyer shall pay the remainder to the County with interest charged at a rate of 6% per annum on the dates and in the amounts as follows:

Not less than \$1,084 on the 15th of May 2006, and a payment on the 15th day of each month for a period of 15 years, until the full amount of both the principal and interest has been paid in full, provided always that the purchaser may pay the full amount of both principal and interest due at any time without penalty for early payment.

If any monthly payment of interest and principal, or part of such payments has not been received by the Tax Title Division on the 26th day of each month, a late-charge of \$25.00 will be assessed to the purchaser.

Application of Payments

All payments on the contract shall be applied first to the interest due on the contract, and then to late charges, if any, then the remaining amount shall be applied to the principal. Payments will be credited as of the due date without adjustment of interest when paid either before or after the due date. Purchaser may prepay at any time all or part of the principal amount due on this contract without payment of penalties or premiums, provided that purchaser is not under default under this contract and the payment is identified as prepayment of the principal.

If an agreement is reached between the County and the purchaser to accept payments in a smaller amount than the originally agreed upon payments, the County shall not be held to have breached this contract, nor to have waived its right to insist upon strict compliance by the purchaser with the terms of this contract. The County may proceed with its legal remedies at any time, without notice to the purchaser except as stated within the terms of this contract. Such notice, if extended to the purchaser, shall be accepted by the purchaser as a courtesy only.

Default

Time is of the essence in this contract and the County has the discretion to declare a contract in default due to unpaid payments. The purchaser's default can be cured by following the procedures set forth in Oregon Revised Statutes 93.920 and by paying all costs and expenses actually incurred by the County in enforcing the contract, including but not limited to late charges, attorney fees of \$500.00 and costs of the title search.

In addition, the County may declare the contract in default if:

1. Purchaser fails to make any payment within 15 days after it is due;
2. Purchaser fails to perform or comply with any condition and does not commence corrective action within ten days after written notice from the County specifying the nature of the default, or, if the default cannot be cured within that time, fails to commence and pursue curative action with reasonable diligence;
3. Purchaser becomes insolvent; a receiver, trustee or custodian is appointed to take possession of all or a substantial part of purchaser's property or properties; purchaser makes an assignment for the benefit of creditors or files a voluntary petition in bankruptcy; or purchaser is subject to an involuntary bankruptcy which is not dismissed within ninety days; or
4. Purchaser makes or allows to be made a fraudulent transfer under applicable federal or state law, conceals any of his/her property from creditors; makes or allows to be made a preference within the meaning of the federal bankruptcy laws; or allows a lien or distraint upon any of his/her property.

Tax Payments

In addition to payment of installments as agreed in this contract, purchaser agrees to pay all taxes lawfully assessed and levied against said property during the term of this contract before they become delinquent.

Terms and Conditions

1. Purchaser agrees to pay and discharge all municipal liens and assessments of any kind and nature assessed against the property before they become delinquent.
2. Purchaser will keep all improvements on the property in at least as good condition and repair as they were on the date of possession by purchaser and shall not permit any waste or removal of all or part of the improvement without first obtaining express written permission from the County.
3. Purchaser will promptly comply with and cause all other persons to comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property.
4. Purchaser shall promptly make all required repairs, alterations and additions, including, without limitation, any required alteration of the property due to purchaser's specific use of the property. Purchaser also agrees to complete any alterations or repairs necessary to comply with any applicable federal, state and local laws including those pertaining to air and water quality, hazardous materials and other environmental zoning, land use statutes, ordinances and regulations.

5. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in ORS 475.005 or any "nuisance" as described in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property of the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.
6. In any proceeding to enforce any provision of this contract, the Purchaser shall be liable to the County for any costs, including attorney fees, incurred by the County in the proceeding, provided only that the County is determined to be a prevailing party in the proceeding.

Insurance

Purchaser will keep all improvements now existing or which shall hereafter be placed on the property insured against fire and other casualties covered by a standard policy of fire insurance with extended coverage endorsements. The policy shall be written to the full replacement value and loss payable to County and purchaser as their respective interests may appear, and certificates evidencing the policy shall be delivered to County and shall contain a stipulation providing that coverage will not be canceled or diminished without a minimum of ten days' written notice to the County. In the event of a loss, purchaser shall give immediate notice to County. County may make proof of loss if purchaser fails to do so within fifteen days of casualty.

Binding Effect/Assignment Restricted

This contract is binding on and will inure to the benefit of the County, purchaser and their respective heirs, legal representatives, successors and assigns. No assignment of this contract or any interest therein or any interest in any of the property herein described shall be valid unless it is approved by County. Terms of this contract may be amended by County upon assignment. Subject to the foregoing restriction, the terms of this contract shall be binding upon the heirs, successors-in-interest and assigned of Purchaser.

Indemnity and Hold Harmless Agreement

Purchaser will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while purchaser is entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others. This indemnification of the County by purchaser includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of hazardous material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any hazardous material on property caused or permitted by Purchaser or purchaser's agents or contractors results in any contamination of the property, Purchaser shall promptly take all actions at Purchaser's sole expense as are necessary to return the property to the condition existing prior to the release of any such hazardous material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term effect on the property. This indemnification by Purchaser includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations agreed to with regard to the indemnity and hold harmless provisions of this contract shall survive any termination or cancellation of the contract for any reason.

Waste

It is understood and agreed between the parties that the purchaser shall not commit any strip or waste on the premises or sever any growing timber from the premises nor shall the purchaser suffer or permit any strip or waste to be committed on the property. All improvements placed on the property shall remain and shall not be removed before final payment is made. Purchaser shall not remove any improvements currently upon the property without first having obtained the express written consent of the County. Multnomah County is not responsible for relocation costs.

Lead Based Paint Inspection

1. Purchaser shall have an opportunity to conduct a risk-assessment or inspection to determine the presence of lead-based paint or lead-based Paint hazards on the property. Purchaser may terminate this sale by delivering to County written notice of purchaser's disapproval or risk-assessment or inspection within ten (10) days of the date of this contract unless purchaser has waived the opportunity. The disclosure statement on lead-based paint and lead-based paint hazards, which is attached as Exhibit A, is incorporated in this contract. If purchaser delivers to County a timely notice of disapproval, this contract terminates and will be cancelled and County will refund purchaser's down payment.
2. Purchaser shall indemnify, hold harmless and defend County from all liens, costs, claims, demands, suits and expenses including reasonable attorney fees and expert fees, arising from or relating to purchaser's entry on or inspection of the property as provided under this section. This covenant to indemnify, hold harmless and defend seller shall survive closing or any termination of this contract.
3. Purchaser or its agents may, prior to closing, enter the Property to inspect the Property as needed. Coordination of the date and time the inspection(s) is requested needs to be made with the Tax Title Section at 503-988-3590.

Hazardous Materials

As used in this contract, the term Hazardous Material means any hazardous or toxic substance, material, or waste, including, but not limited to those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR § 172.101), or by the United States Environmental Protection Agency as hazardous substances (40 CFR pt 302) and amendments thereto, petroleum products, or other such substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law.

Purchaser will not cause or permit any hazardous material to be brought upon, kept, or used in or about the property by purchaser or purchaser's agents, employees, contractors, or invitees without the prior written consent of the County, which shall not be unreasonably withheld as long as purchaser demonstrates to County's reasonable satisfaction that such hazardous material is necessary to purchaser's business and will be used, kept, and stored in a manner that complies with all laws regulating any such hazardous materials brought upon or used or kept in or about the property.

Title Insurance

The County does not provide title insurance.

Property Sold "AS IS"

Purchaser agrees that it has accepted and executed this contract on the basis of its own examination and personal knowledge of the Property; County makes no representations or

warranties with respect to the physical condition or any other aspect of the Property, including, without limitation, whether the Property conforms to past, current, or future zoning or building code requirements, the existence of soil stability, past soil repair, soil additions, conditions of soil fill or susceptibility to land slides, the sufficiency of any under-shoring, the sufficiency of any drainage, whether the Property is located either wholly or partially in a flood plain or a flood hazard boundary or similar area, or any other matter affecting the stability or integrity of the Property. Purchaser expressly acknowledges that the Property is being sold and accepted "AS IS", and purchaser hereby unconditionally and irrevocably waives any and all actual or potential rights purchaser may have regarding any form of warranty, except as set forth in this contract, express or implied, of any kind or type, relating to the Property. Such waiver is absolute, complete, total, and unlimited in any way.

Remedies.

TIME IS OF THE ESSENCE REGARDING THIS AGREEMENT.

1. If the conditions described in the LEAD-BASED PAINT section above are satisfied or waived by purchaser and the transaction does not thereafter close, through no fault of County, before the close of business on the Closing Date, purchaser may forfeit the [earnest money deposit] to County as liquidated damages.
2. The parties agree the remedies for the failure to close this transaction shall be limited to the remedies set forth in this contract and the parties waive any further remedies, which may be available to either. If this transaction does not close, the County may pursue cancellation of this contract under ORS 275.220.
3. Nothing herein shall be interpreted to limit the purchaser's obligations under any provision of this contract as applicable, to defend, hold harmless and indemnify the County.

Severability

If any term or provision of this Contract of the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract and the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this contract shall be valid and enforceable to the fullest extent permitted by law.

Entire Agreement

This contract sets forth the entire understanding of the parties with respect to the purchase and sale of the property. This contract supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties. This contract may not be modified or amended except by a written agreement executed by both parties.

Conveyance of Title

Upon complete performance by Purchaser of all the terms and conditions of this contract, County agrees to convey to Purchaser the title to the aforesaid property by Bargain & Sale Deed.

"THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING

FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). 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, THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004))."

IN WITNESS WHEREOF, purchaser has set his/her hand the year and day first above written, and County has caused these presents to be executed by the Chair of the Multnomah Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M Linn

Diane M Linn, Chair

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By *Christopher D. Crean*

Christopher D. Crean, Asst County Attorney

BUYERS:

LURELLE ROBBINS, ROBERT HOGG,
AND BRIAN FUQUA

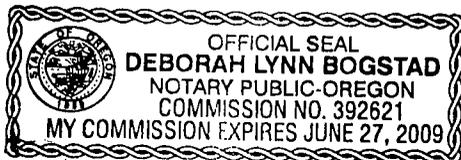
By _____
Lurrelle Robbins

By _____
Robert Hogg

By _____
Brian Fuqua

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This instrument, "Contract 15817 of Sale", was acknowledged before me the 13th day of April, 2006 by Diane M. Linn, 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

Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/09

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

Signed and attested before me on _____, 2006 by Lurelle Robbins.

Becky J. Grace
Notary Public for Oregon
My Commission expires 12/12/2008

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

Signed and attested before me on _____, 2006 by Robert Hogg.

Becky J. Grace
Notary Public for Oregon
My Commission expires 12/12/2008

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

Signed and attested before me on _____, 2006 by Brian Fuqua.

Becky J. Grace
Notary Public for Oregon
My Commission expires 12/12/2008

EXHIBIT A

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement

Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

County's Disclosure (initial)

___ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

___ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____

X County has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

___ (b) Records and reports available to the County (check one below):

___ County has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

X County has no reports or records pertaining to lead-based paint in the housing.

Buyer's Acknowledgment (initial)

___ (c) Buyer has received copies of all information listed above.

___ (d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

___ (e) Buyer has (check one below):

___ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

___ Waived the opportunity to conduct a risk management or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Certification of Accuracy

The following party has reviewed the information above and certifies, to the best of the County's institutional knowledge, that the information provided by the signatory is true and accurate.

For Multnomah County:

Gary Thomas

Program Supervisor

Date: _____



**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

Board Clerk Use Only

Meeting Date: 04/13/06
Agenda Item #: C-4
Est. Start Time: 9:30 AM
Date Submitted: 03/16/06

BUDGET MODIFICATION: -

Agenda Title: **RESOLUTION Authorizing Execution of a Deed for a Tax Foreclosed Property Sold at Public Sale to JAMES R. MURRY & VANCE L. WONDERLICH**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Date Requested:	<u>April 13, 2006</u>	Time Requested:	<u>Consent Item</u>
Department:	<u>Community Services</u>	Division:	<u>Tax Title</u>
Contact(s):	<u>Gary Thomas</u>		
Phone:	<u>503-988-3590</u>	Ext.	<u>22591</u>
Presenter(s):	<u>Gary Thomas</u>		
I/O Address:	<u>503/4/TT</u>		

General Information

1. What action are you requesting from the Board?

The Tax Title Section is requesting the Board to approve the sale of a tax foreclosed property to the highest bidders, JAMES R. MURRY & VANCE L. WONDERLICH, at the Public Sale held on February 28, 2006.

2. Please provide sufficient background information for the Board and the public to understand this issue.

The subject property is a vacant lot adjacent to 1553 SW Upper Hall St (See Exhibit A) that came into County ownership through the foreclosure of delinquent tax liens on 9/23/2003. The base of the lot along SW Montgomery Dr slopes very steeply up to SW Upper Hall St. The lot has a brush and tree cover. Because of the shape of the lot at 1553 SW Upper Hall the subject property is not directly adjacent to SW Upper Hall as shown on the plat map. This lot is currently zoned R5c and R5s (Environmental Concern & Scenic Resource Zones).

JAMES R. MURRY & VANCE L. WONDERLICH were the highest bidders at the Public Sale with a bid of \$8,500 for this parcel. The County acknowledges receipt of the sum of \$8,500 paid by the Buyers on the day of the auction.

3. Explain the fiscal impact (current year and ongoing).

The purchase will allow for the recovery of the delinquent taxes, fees, and expenses. The sale will also reinstate the property on the tax roll.

4. Explain any legal and/or policy issues involved.

No legal issues are expected. The parcels are sold "As Is" without guarantee of clear title.

This property conforms to those policies as outlined in Multnomah County Code Chapter 7.

5. Explain any citizen and/or other government participation that has or will take place.

No citizen or government participation is anticipated.

EXHIBIT A

Property No.:2 on the Auction.

Tax Account Number R128255 1S1E04BD -04400

Location: Vacant Lot Adjacent to SW Montgomery Drive and Between 1551 & 1553 SW Upper Hall St



Required Signatures

**Department/
Agency Director:**

M. Cecilia Johnson

Date: 03/16/06

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:

BOGSTAD Deborah L

From: GRACE Becky J
Sent: Thursday, March 16, 2006 1:56 PM
To: BOGSTAD Deborah L
Subject: FW: April 6 Board Agenda Documents Auction Sale to Wonderlich & Murry

Here you go☺

-----Original Message-----

From: CREAN Christopher D
Sent: Monday, March 13, 2006 2:54 PM
To: GRACE Becky J
Subject: RE: April 6 Board Agenda Documents Auction Sale to Wonderlich & Murry

Becky –

I have reviewed the proposed resolution and deed for the sale of tax foreclosed property to James Murry and Vance Wonderlich. They may be circulated for signature as proposed. Thanks.

- Chris

-----Original Message-----

From: GRACE Becky J
Sent: Wednesday, March 08, 2006 4:13 PM
To: CREAN Christopher D
Subject: April 6 Board Agenda Documents Auction Sale to Wonderlich & Murry

Hi Chris,

Attached for your review and approval are the April 6 Agenda Documents for the Auction Sale to Wonderlich & Murry.
Thanks,

Becky Grace
Multnomah County Tax Title
PO Box 2716
Portland OR 97208
503-988-3590

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Authorizing Execution of a Deed for a Tax Foreclosed Property Sold at Public Sale to JAMES R. MURRY & VANCE L. WONDERLICH

The Multnomah County Board of Commissioners Finds:

- a. On February 28, 2006 Multnomah County conducted a public auction and sale of tax-foreclosed properties including the property (property) that is described below.
- b. The public sale was conducted consistent with the requirements of ORS 275.110 to 275.250 and MCC Chapter 7.
- c. JAMES R. MURRY & VANCE L. WONDERLICH were the highest bidders at the sale for the property with a bid of \$8,500. The County acknowledges receipt of the sum of \$8,500, as deposit paid by the Buyers.
- d. The Sheriff delivered to the Buyer a Certificate of Sale as required under ORS 275.150 containing the legal description of the property, the whole purchase price, the amount paid in cash, and the date upon which any future payment will become due.
- e. The Tax Title Division has prepared and attached for the Board's consideration and approval a deed for the property sold.

The Multnomah County Board of Commissioners Resolves:

1. The Chair on behalf of Multnomah County is authorized to execute the attached Bargain and Sale Deed conveying to JAMES R. MURRY & VANCE L. WONDERLICH the real property described in the attached Exhibit A.

ADOPTED this 13th day of April 2006.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Christopher D. Crean, Assistant County Attorney

Exhibit A (RESOLUTION)

Legal Description

A parcel of land situated in Section 4, Township 1 South, Range 1 East of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon described as follows:

The West 40 feet of Lots 1 and 2, and all of Lots 7 and 8, Block 38, CARTER'S ADDITION TO THE CITY OF PORTLAND, in the City of Portland, County of Multnomah and State of Oregon; TOGETHER with all that portion vacated Harrison Street accruing to the West 40 feet of said Lot 1 and all of said Lot 8 by reason of the vacation thereof.

Tax Account R128255
Deed D062051

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

JAMES R. MURRY AND
VANCE L. WONDERLICH
1553 SW UPPER HALL ST
PORTLAND OR 97201

After recording return to:
MULTNOMAH CO TAX TITLE
503/4

Bargain and Sale Deed D062051 for R128255

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to JAMES R. MURRY & VANCE L. WONDERLICH, Grantees, the real property described in the attached Exhibit A.

The true consideration for this conveyance is \$8,500.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS INSTRUMENT DOES 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, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 13th day of April 2006, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Christopher D. Crean, Assistant County Attorney

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this 13th day of April 2006, by Diane M. Linn, 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: 6/27/09

EXHIBIT A (DEED)

Legal Description

A parcel of land situated in Section 4, Township 1 South, Range 1 East of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon described as follows:

The West 40 feet of Lots 1 and 2, and all of Lots 7 and 8, Block 38, CARTER'S ADDITION TO THE CITY OF PORTLAND, in the City of Portland, County of Multnomah and State of Oregon; TOGETHER with all that portion vacated Harrison Street accruing to the West 40 feet of said Lot 1 and all of said Lot 8 by reason of the vacation thereof.

Tax Account R128255
Deed D062051

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 06-049

Authorizing Execution of a Deed for a Tax Foreclosed Property Sold at Public Sale to JAMES R. MURRY & VANCE L. WONDERLICH

The Multnomah County Board of Commissioners Finds:

- a. On February 28, 2006 Multnomah County conducted a public auction and sale of tax-foreclosed properties including the property (property) that is described below.
- b. The public sale was conducted consistent with the requirements of ORS 275.110 to 275.250 and MCC Chapter 7.
- c. JAMES R. MURRY & VANCE L. WONDERLICH were the highest bidders at the sale for the property with a bid of \$8,500. The County acknowledges receipt of the sum of \$8,500, as deposit paid by the Buyers.
- d. The Sheriff delivered to the Buyer a Certificate of Sale as required under ORS 275.150 containing the legal description of the property, the whole purchase price, the amount paid in cash, and the date upon which any future payment will become due.
- e. The Tax Title Division has prepared and attached for the Board's consideration and approval a deed for the property sold.

The Multnomah County Board of Commissioners Resolves:

1. The Chair on behalf of Multnomah County is authorized to execute the attached Bargain and Sale Deed conveying to JAMES R. MURRY & VANCE L. WONDERLICH the real property described in the attached Exhibit A.

ADOPTED this 13th day of April 2006.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By

Christopher D. Crean, Assistant County Attorney

Exhibit A (RESOLUTION)

Legal Description

A parcel of land situated in Section 4, Township 1 South, Range 1 East of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon described as follows:

The West 40 feet of Lots 1 and 2, and all of Lots 7 and 8, Block 38, CARTER'S ADDITION TO THE CITY OF PORTLAND, in the City of Portland, County of Multnomah and State of Oregon; TOGETHER with all that portion vacated Harrison Street accruing to the West 40 feet of said Lot 1 and all of said Lot 8 by reason of the vacation thereof.

Tax Account R128255
Deed D062051

Until a change is requested, all tax statements shall be sent to the following address:
JAMES R. MURRY AND
VANCE L. WONDERLICH
1553 SW UPPER HALL ST
PORTLAND OR 97201

After recording return to:
MULTNOMAH CO TAX TITLE
503/4

Bargain and Sale Deed D062051 for R128255

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to JAMES R. MURRY & VANCE L. WONDERLICH, Grantees, the real property described in the attached Exhibit A.

The true consideration for this conveyance is \$8,500.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS INSTRUMENT DOES 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, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 13th day of April 2006, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By  _____
Christopher D. Crean, Assistant County Attorney

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this 13th day of April 2006, by Diane M. Linn, 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: 6/27/09

EXHIBIT A (DEED)

Legal Description

A parcel of land situated in Section 4, Township 1 South, Range 1 East of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon described as follows:

The West 40 feet of Lots 1 and 2, and all of Lots 7 and 8, Block 38, CARTER'S ADDITION TO THE CITY OF PORTLAND, in the City of Portland, County of Multnomah and State of Oregon; TOGETHER with all that portion vacated Harrison Street accruing to the West 40 feet of said Lot 1 and all of said Lot 8 by reason of the vacation thereof.

Tax Account R128255
Deed D062051

Until a change is requested, all tax statements shall be sent to the following address:
JAMES R. MURRY AND
VANCE L. WONDERLICH
1553 SW UPPER HALL ST
PORTLAND OR 97201

After recording return to:
MULTNOMAH CO TAX TITLE
503/4

Bargain and Sale Deed D062051 for R128255

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to JAMES R. MURRY & VANCE L. WONDERLICH, Grantees, the real property described in the attached Exhibit A.

The true consideration for this conveyance is \$8,500.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS INSTRUMENT DOES 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, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 13th day of April 2006, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

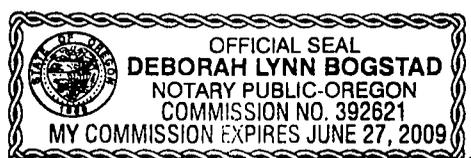

Diane M. Linn, Chair

AGNES SOMME, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Christopher D. Crean, Assistant County Attorney

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this 13th day of April 2006, by Diane M. Linn, 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.



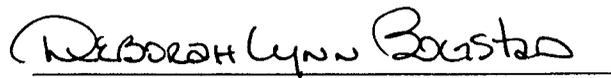

Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/09

EXHIBIT A (DEED)

Legal Description

A parcel of land situated in Section 4, Township 1 South, Range 1 East of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon described as follows:

The West 40 feet of Lots 1 and 2, and all of Lots 7 and 8, Block 38, CARTER'S ADDITION TO THE CITY OF PORTLAND, in the City of Portland, County of Multnomah and State of Oregon; TOGETHER with all that portion vacated Harrison Street accruing to the West 40 feet of said Lot 1 and all of said Lot 8 by reason of the vacation thereof.

Tax Account R128255
Deed D062051



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date: 04/13/06
Agenda Item #: C-5
Est. Start Time: 9:30 AM
Date Submitted: 03/31/06

BUDGET MODIFICATION: -

Agenda Title: **Amendment No. 1 to Intergovernmental Expenditure Agreement 4600005229 with the Oregon Department of Transportation ODOT for Right of Way Acquisition Services in Connection with Improvement of NE 223rd Avenue**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Date Requested: <u>April 13, 2006</u>	Time Requested: <u>Consent Calendar</u>
Department: <u>Community Services</u>	Division: <u>Land Use & Trans Program</u>
Contact(s): <u>Stan Ghezzi</u>	
Phone: <u>(503) 988 3757</u> Ext. <u>225</u>	I/O Address: <u>446</u>
Presenter(s): <u>Jon Henrichsen</u>	

General Information

1. What action are you requesting from the Board?

Approval of Amendment No. 1 to the IGA with ODOT to perform right of way services for Multnomah County in connection with to the 223rd Avenue Railroad Undercrossing Project.

2. Please provide sufficient background information for the Board and the public to understand this issue.

ODOT has been providing right of way acquisition services for Multnomah County's Federal Aid 223rd Rail Road Undercrossing project and has finalized purchase of all right of way except for that required from the Union Pacific Railroad to construct a new railroad bridge. The County project team and ODOT have made a final estimate of the cost of purchasing the remaining permanent and temporary right of way from Union Pacific Railroad, as well as the cost for ODOT personnel to complete the work. Amendment No. 1 adds sufficient funds to the IGA to cover these costs.

3. Explain the fiscal impact (current year and ongoing).

The amendment will allocate \$65,000 from the 223rd Undercrossing project fund to ODOT Right of Way section to pay for right of way acquisitions. The 223rd Undercrossing project has sufficient federal funds to cover this expenditure.

4. Explain any legal and/or policy issues involved.

Purchase of this land has been negotiated as part of the Construction and Maintenance Agreement between the County and Union Pacific Railroad for this project. Condemnation proceedings will not be required.

5. Explain any citizen and/or other government participation that has or will take place.

The Capital Improvement Project that this Intergovernmental Agreement is part of has received the review and approval of regional and local planning departments. Right of way acquisition for this project was identified as Priority No. 1 of Resolution No. 01-029 "Approving Multnomah County Projects for Priorities 2002 Metropolitan Improvement Program Update."

A Public Hearing for this project was held on March 22, 2001, during the Board of County Commissioners' meeting.

Required Signatures

Department/
Agency Director:

Robert A Maestre

Date: 03/31/06

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:

MULTNOMAH COUNTY CONTRACT APPROVAL FORM (CAF)

Pre-approved Contract Boilerplate (with County Attorney signature) Attached Not Attached Contract #: 4600005229
 Amendment #: 1

CLASS I Based on Informal / Intermediate Procurement	CLASS II Based on Formal Procurement	CLASS III Intergovernmental Contract (IGA)
<input type="checkbox"/> Personal Services Contract	<input type="checkbox"/> Personal Services Contract	<input checked="" type="checkbox"/> Expenditure Contract
<input type="checkbox"/> PCR B Contract <input type="checkbox"/> Goods or Services <input type="checkbox"/> Maintenance or Licensing Agreement <input type="checkbox"/> Public Works / Construction Contract <input type="checkbox"/> Architectural & Engineering Contract	<input type="checkbox"/> PCR B Contract <input type="checkbox"/> Goods or Services <input type="checkbox"/> Maintenance or Licensing Agreement <input type="checkbox"/> Public Works / Construction Contract <input type="checkbox"/> Architectural & Engineering Contract	<input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement
<input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement	<input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement	<input type="checkbox"/> INTER-DEPARTMENTAL AGREEMENT (IDA)

Department: Community Services Division/ Program: Land Use and Trans Program Date: 3/31/06
 Originator: Jon Henrichsen Phone: (503) 988-3757 X228 Bldg/Room: 446
 Contact: Cathy Kramer Phone: (503) 988-5050 x22589 Bldg/Room: 455/Annex

Description of Contract: Amendment No. 1 to Intergovernmental Agreement between the County and the Oregon Dept. of Transportation ODOT for Right of way acquisition services in connection with the improvement of NE 223rd Avenue. (ODOT Agreement No. 22,113). This amendment adds an additional \$65,000 to the Agreement and extends the termination date to 7/30/07.

RENEWAL: PREVIOUS CONTRACT #(S) _____ EEO CERTIFICATION EXPIRES _____

PROCUREMENT, EXEMPTION OR CITATION # _____ ISSUE DATE: _____ EFFECTIVE DATE: _____ END DATE: _____

CONTRACTOR IS: MBE WBE ESB QRF State Cert# _____ or Self Cert Non-Profit N/A (Check all boxes that apply)

Contractor	Oregon Department of Transportation			Remittance address (if different)	
Address	123 NW Flanders St.			Payment Schedule / Terms:	
City/State	Portland OR			<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt
ZIP Code	97209-4037			<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
Phone	(503) 731-4634 (David McEldowney)			<input checked="" type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other
Employer ID# or SS#	N/A			<input type="checkbox"/> Price Agreement (PA) or Requirements Funding Info:	
Contract Effective Date	01/6/05	Term Date	7/30/06	Original PA/Requirements Amount	\$ _____
Amendment Effect Date	4/13/06	New Term Date	7/30/07	Total Amt of Previous Amendments	\$ _____
Original Contract Amount	\$ 335,000.00			Amount of Amendment	\$ _____
Total Amt of Previous Amendments	\$ _____			Total PA/Requirements Amount	\$ _____
Amount of Amendment	\$ 65,000.00				
Total Amount of Agreement \$	\$ 400,000.00				

REQUIRED SIGNATURES:

Department Manager Robert Masstra DATE 3-31-06
 County Attorney Matthew O. Ryan DATE 4/14/06
 CPCA Manager _____ DATE _____
 County Chair David Mey DATE 04.13.06
 Sheriff _____ DATE _____
 Contract Administration _____ DATE _____

COMMENTS: (WBS - ROADCEC0363R300)



IGA Contract

Vendor Address

OREG ST OF DEPT OF TRANSPORTATION
123 NW FLANDERS ST
PORTLAND OR 97209-4037

Information

Contract Number 4600005229
Date 12/15/2004
Vendor No. 23683
Contact/Phone BCS Transport'n / X26798
Validity Period: 01/06/2005 - 07/30/2007
Minority Indicator: Not Identified

Estimated Target Value: 400,000.00 USD

Item	Material/Description	Target Qty	UM	Unit Price
0002	<p>Amen #1 to ODOT R-W IGA-223rd Ave.</p> <p>Plant: F030 Community Service Requirements Tracking Number: 99 <i>Amendment No. 1 to Intergovernmental Agreement No. 22,113 with Oregon Dept. of Transportation (ODOT) for Right of Way Acquisition Services in connection with the improvement of NE 223rd Avenue, a County Road. Amendment No. 1 adds an addition \$65,000 to the Agreement.</i> <i>Effective dates: 1/6/05 - 7/30/07</i> <i>(WBS: ROADCEC0363R300)</i> <i>Amendment Originator: Jon Henrichsen - 988-3757 x228</i> <i>(Admin Contact: Cathey Kramer - x22589)</i></p> <p>Ship to: Multnomah County Dept of Community Services Yeon Annex 1600 SE 190th Ave, 224 Portland OR 97233</p> <p>*** Text changed ***</p>	65,000.000	Dollars	\$ 1.0000

AMENDMENT NO. 1

The State of Oregon, acting by and through its Department of Transportation, hereinafter referred to as ODOT, and the Multnomah County, acting by and through its County Board of Commissioners hereinafter referred to as Agency, entered into an Agreement on January 10, 2005. Said Agreement covers right of way services.

It has now been determined by ODOT and Agency that the Agreement referenced above, although remaining in full force and effect, shall be amended to add funds and update language.

Paragraph 1 of Recitals, Page 1, which reads:

1. By the authority granted in ORS 190.110, 283.110, 366.770 and 366.775, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a party to the Agreement, its officers, or agents have the authority to perform.

Shall be deleted in its entirety and amended to read:

1. By the authority granted in ORS 190.110, 283.110, 366.572 and 366.576, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.

Paragraph 1 of Terms of Agreement, Page 1, which reads:

1. Under such authority, Agency wishes to retain the services of ODOT to perform the project identified in Recital 2 and shown in Special Provisions Exhibit A, attached hereto and by this reference made a part hereof. Under no conditions shall Agency's obligations for said services exceed a maximum of \$335,000, including all property acquisition costs, relocation benefits to property owners, and authorized expenses, unless agreed upon by both parties.

Shall be deleted in its entirety and amended to read:

1. Under such authority, Agency wishes to retain the services of ODOT to perform the project identified in Recital 2 and shown in Special Provisions Exhibit A, attached hereto and by this reference made a part hereof. Under no conditions shall Agency's obligations for said services exceed a maximum of \$400,000, including all property acquisition costs, relocation benefits to property owners, and authorized expenses, unless agreed upon by both parties.

Agency/ODOT
Agreement No. 22113

Paragraph 2 of Terms of Agreement, Page 1, which reads:

2. The work shall begin on the date all required signatures are obtained and shall be completed no later than July 30, 2006, on which date this Agreement automatically terminates unless extended by a fully executed amendment.

Shall be deleted in its entirety and amended to read:

2. The work shall begin on the date all required signatures are obtained and shall be completed no later than July 30, 2007, on which date this Agreement automatically terminates unless extended by a fully executed amendment.

Paragraph 3 of ODOT Obligations, Page 1, which reads:

3. ODOT agrees to comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279.312, 279.314, 279.316, 279.320 and 279.555, which hereby are incorporated by reference. Without limiting the generality of the foregoing, ODOT expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

Shall be deleted in its entirety.

Paragraph 5 of ODOT Obligations, Page 2, which reads:

5. ODOT, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

Shall be deleted in its entirety.

Paragraphs 5 and 6 shall be added to General Provisions, and shall read as follows:

5. Both parties agree to comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 , which hereby are incorporated by reference. Without limiting the generality of the foregoing, both parties expressly agree to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws;

Agency/ODOT

Agreement No. 22113

and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

6. All employers, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Both parties shall ensure that each of its subcontractors complies with these requirements.

Paragraph 1 of Payment for Services and Expenditures, Page 2, which reads:

1. In consideration for the services performed by ODOT, Agency agrees to pay or reimburse ODOT a maximum amount of \$335,000. Said maximum amount shall include reimbursement for all property acquisition costs, relocation benefits to property owners, and authorized expenses, including travel expenses. Travel expenses shall be reimbursed to ODOT in accordance with the current State Department of Administrative Services' rates. Any expenditures beyond federal participation will be from, or reimbursed from, Agency funds. Payment in Agency and/or federal funds in any combination shall not exceed said maximum, unless agreed upon by both parties.

Shall be deleted in its entirety and amended to read:

1. In consideration for the services performed by ODOT, Agency agrees to pay or reimburse ODOT a maximum amount of \$400,000. Said maximum amount shall include reimbursement for all property acquisition costs, relocation benefits to property owners, and authorized expenses, including travel expenses. Travel expenses shall be reimbursed to ODOT in accordance with the current State Department of Administrative Services' rates. Any expenditures beyond federal participation will be from, or reimbursed from, Agency funds. Payment in Agency and/or federal funds in any combination shall not exceed said maximum, unless agreed upon by both parties.

Paragraph 3 of Payment for Services and Expenditures, Page 2, which reads:

3. State shall upon execution of this Agreement, forward to Agency either: 1) a request to sign an irrevocable limited power of attorney to access the Local Government Investment Pool account of the agency, or 2) a letter of request for an advance deposit. Agency shall make any advance deposit to the Department of Transportation's Financial Services Branch, in an amount equal to the estimate of costs to be incurred by State for the project. The preliminary estimate of costs is \$335,000. Additional deposits, if any, shall be made as needed upon request from State and as approved by Agency. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete project.

Shall be deleted in its entirety and amended to read:

Agency/ODOT

Agreement No. 22113

3. State shall upon execution of this Agreement, forward to Agency either: 1) a request to sign an irrevocable limited power of attorney to access the Local Government Investment Pool account of the agency, or 2) a letter of request for an advance deposit. Agency shall make any advance deposit to the Department of Transportation's Financial Services Branch, in an amount equal to the estimate of costs to be incurred by State for the project. The preliminary estimate of costs is \$400,000. Additional deposits, if any, shall be made as needed upon request from State and as approved by Agency. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete project.

Except as expressly amended above, all other terms and conditions of the Agreement are still in full force and effect. The Parties certify that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year hereinafter written.

The Oregon Transportation Commission on June 18, 2003, approved Delegation Order No. 3, which authorizes the Director and Deputy Director, Highways to approve and execute all agreements pertaining to (9) real property transactions and (10) abandoning or vacating ODOT-owned right of way and transferring ODOT's interest in such right of way, when the property is not required for future ODOT use.

On July 7, 2005, the Director and Deputy Director, Highways approved Subdelegation Order No. 4, in which the Director and Deputy Director, Highways delegates authority to the Technical Services Manager/Chief Engineer to approve and execute all agreements pertaining to real property transactions.

Agency/ODOT

Agreement No. 22113

Pursuant to a Letter of Authority dated February 22, 2002, the Technical Services Manager/Chief Engineer authorized the Right of Way Manager to approve and execute with other governmental jurisdictions to employ Right of Way Section Staff.

Multnomah County, by and through its elected officials

By *Diane Linn*
Diane Linn, Chair
Board of County Commissioners

Date April 13, 2006

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By *Matthew O. Ryan*
Matthew O. Ryan
Assistant County Attorney

Date 4/4/06

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # C-5 DATE 04.13.06

DEBORAH L. BOGSTAD, BOARD CLERK

STATE OF OREGON, by and through its Department of Transportation

By _____
Deolinda G. Jones

Date _____

APPROVAL RECOMMENDED

By _____
Paul A. DePalma
Region 1 Tech Center Manager

Date _____

APPROVED AS TO LEGAL
SUFFICIENCY

By _____
Assistant Attorney General

Date: _____

#1

MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk

This form is a public record

MEETING DATE:

7/13/06

SUBJECT:

THE VIEWPOINT INN

AGENDA NUMBER OR TOPIC:

FOR: _____ AGAINST: _____ THE ABOVE AGENDA ITEM

NAME:

Geoff Thompson

ADDRESS:

70301 S LARCH MT RD

CITY/STATE/ZIP:

Corvallis OR 97331

PHONE:

DAYS: 503-695-5811

EVES:

EMAIL:

FAX:

SPECIFIC ISSUE:

WRITTEN TESTIMONY:

IF YOU WISH TO ADDRESS THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

#2

MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk

This form is a public record

MEETING DATE: 04.13.06

SUBJECT: 'East County People'

AGENDA NUMBER OR TOPIC:

FOR: _____ AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: Angelo Simione

ADDRESS: 40301 E. LARCH Mountain Road

CITY/STATE/ZIP: Corbett, OR 97019

PHONE: DAYS: (503) 695-5811

EVES:

EMAIL:

FAX:

SPECIFIC ISSUE:

WRITTEN TESTIMONY:

IF YOU WISH TO ADDRESS THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.



**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

Board Clerk Use Only

Meeting Date: 04/13/06
Agenda Item #: R-1
Est. Start Time: 9:30 AM
Date Submitted: 04/04/06

BUDGET MODIFICATION: -

Agenda Title: **RESOLUTION Authorizing the Issuance of Industrial Development Revenue Bonds by the State of Oregon to YoCream International, Inc.**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Date Requested:	<u>April 13, 2006</u>	Time Requested:	<u>10 minutes</u>
Department:	<u>Non-Departmental</u>	Division:	<u>DCM</u>
Contact(s):	<u>Dave Boyer</u>		
Phone:	<u>503 988-3903</u>	Ext.	<u>83903</u>
		I/O Address:	<u>503/5</u>
Presenter(s):	<u>Dave Boyer</u>		

General Information

1. What action are you requesting from the Board?

Approve resolution authorizing the issuance of Industrial Development Revenue Bonds (IDRB) by State of Oregon to YoCream International, Inc

2. Please provide sufficient background information for the Board and the public to understand this issue.

YoCream International, Inc., with corporate headquarters and manufacturing facility in NE Portland, OR, is a pioneer and leading producer of frozen yogurt. Founded in 1977, YoCream produces, markets and sells frozen yogurt, ice cream, frozen custard, soy desserts, and smoothies to an established and expanding global marketplace. The company operates within the health-oriented frozen dessert, snack, and novelty segments of the frozen dessert industry. Focus is placed on manufacturing superior quality products for regional, national, and worldwide foodservice sales and marketing. The Company's primary brand is YOCREAM™.

YoCream is planning to develop additional manufacturing space at their existing site in NE Portland. The resulting addition of approximately 21,000 square feet will connect their existing two buildings,

thereby providing cost effective expansion opportunities. This will allow the company to improve operating efficiencies and will also enable diversification into new manufacturing opportunities.

The new facility and associated equipment will enable YoCream to triple the current volume of business at its current location. Employment at their facility is currently at 59 jobs and is expected to increase to 92 within the next two years.

The Oregon Economic & Community Development Department (OECDD) is proceeding to issue industrial development bonds for this project should it qualify for tax-exempt financing. Bonds are not a direct obligation of the state of Oregon. An individual or corporation on whose behalf the bonds are issued is legally obligated to repay them.

Bond proceeds issued on behalf of YoCream International, Inc. will be used primarily for construction of the expanded manufacturing facility.

3. Explain the fiscal impact (current year and ongoing).

No impact on the County funds. Approximatley \$6.7 million will be spent on the project which will foster economic development. The obligation to repay the bonds is YoCream and no public funds are paid or pledged.

4. Explain any legal and/or policy issues involved.

The Project complies with the provisions of the County's economic development plan, ORS 285B.332 related to the issuance of revenue bonds by the State of Oregon and Oregon Administrative Rule 123-011-0035(2)(d) that requires the County to approve of the bond issue.

5. Explain any citizen and/or other government participation that has or will take place.

In addition to this public hearing, the City of Portland will hold a public hearing and pass a similar resolution and YoCream will need to comply with City of Portland zoning and land use requirements. All meetings are advertised to the public.

Required Signatures

**Department/
Agency Director:**



Date: 04/04/06

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Supporting the Issuance of Industrial Development Revenue Bonds by the State of Oregon for YoCream International, Inc.

The Multnomah County Board of Commissioners Finds:

- a. YoCream International, Inc., has corporate headquarters and manufacturing facility in NE Portland, OR, and is a pioneer and leading producer of frozen yogurt. Founded in 1977, YoCream produces, markets and sells frozen yogurt, ice cream, frozen custard, soy desserts, and smoothies to an established and expanding global marketplace.
- b. YoCream is planning to develop additional manufacturing space at their existing site in NE Portland. The resulting addition of approximately 21,000 square feet will connect their existing two building, thereby providing cost effective expansion opportunities. This will allow the company to improve operating efficiencies and will also enable diversification into new manufacturing opportunities.
- c. The new facility and associated equipment will enable YoCream to triple the current volume of business at its current location. Employment at their facility is currently at 59 jobs and expected to increase to 92 within the next two years.
- d. The project complies with the provisions of the County's economic development plan.
- e. ORS 285B.332 requires, before the issuance of revenue bonds by the State of Oregon, that the undertaking of any eligible project be requested by official action of the governing body of the county in which the eligible project will be located.
- f. Oregon Administrative Rule 123-011-0035(2)(d) requires, before the issuance of revenue bonds by the State of Oregon, that the county having jurisdiction over the proposed project should provide a statement with regards to the potential benefit to be derived by the county from the project.
- g. Completion of the project would be in the best interests of the citizens of the County.

The Multnomah County Board of Commissioners Resolves:

1. Potential Benefit of Project.
The potential benefits of the project to the County include anticipated hiring of 33 additional employees.
2. Issuance of Revenue Bonds Requested.
The County requests that the Oregon Economic and Community Development Commission and the State of Oregon to assist in the financing of the project within Multnomah, County, through the issuance of revenue bonds as provided by ORS 285B.320 to ORS 285B.371.
3. Delegation.
The Chair of the Board, the Chief Financial Officer, the Treasury Manager or any of such officer's designee is hereby authorized on behalf of the County to sign such documents and take any future action necessary for the issuance of revenue bonds by the State for the project.

ADOPTED this 13th day of April, 2006.

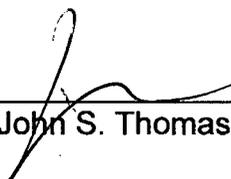
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By



John S. Thomas, Deputy County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 06-050

Supporting the Issuance of Industrial Development Revenue Bonds by the State of Oregon for YoCream International, Inc.

The Multnomah County Board of Commissioners Finds:

- a. YoCream International, Inc., has corporate headquarters and manufacturing facility in NE Portland, OR, and is a pioneer and leading producer of frozen yogurt. Founded in 1977, YoCream produces, markets and sells frozen yogurt, ice cream, frozen custard, soy desserts, and smoothies to an established and expanding global marketplace.
- b. YoCream is planning to develop additional manufacturing space at their existing site in NE Portland. The resulting addition of approximately 21,000 square feet will connect their existing two building, thereby providing cost effective expansion opportunities. This will allow the company to improve operating efficiencies and will also enable diversification into new manufacturing opportunities.
- c. The new facility and associated equipment will enable YoCream to triple the current volume of business at its current location. Employment at their facility is currently at 59 jobs and expected to increase to 92 within the next two years.
- d. The project complies with the provisions of the County's economic development plan.
- e. ORS 285B.332 requires, before the issuance of revenue bonds by the State of Oregon, that the undertaking of any eligible project be requested by official action of the governing body of the county in which the eligible project will be located.
- f. Oregon Administrative Rule 123-011-0035(2)(d) requires, before the issuance of revenue bonds by the State of Oregon, that the county having jurisdiction over the proposed project should provide a statement with regards to the potential benefit to be derived by the county from the project.
- g. Completion of the project would be in the best interests of the citizens of the County.

The Multnomah County Board of Commissioners Resolves:

1. Potential Benefit of Project.
The potential benefits of the project to the County include anticipated hiring of 33 additional employees.

2. Issuance of Revenue Bonds Requested.
The County requests that the Oregon Economic and Community Development Commission and the State of Oregon to assist in the financing of the project within Multnomah, County, through the issuance of revenue bonds as provided by ORS 285B.320 to ORS 285B.371.

3. Delegation.
The Chair of the Board, the Chief Financial Officer, the Treasury Manager or any of such officer's designee is hereby authorized on behalf of the County to sign such documents and take any future action necessary for the issuance of revenue bonds by the State for the project.

ADOPTED this 13th day of April, 2006.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By

John S. Thomas, Deputy County Attorney



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-2 DATE 04.13.06
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only

Meeting Date: 04/13/06
Agenda Item #: R-2
Est. Start Time: 9:32 AM
Date Submitted: 03/21/06

BUDGET MODIFICATION: -

Agenda Title: **Approval of Multnomah County Employee Benefits Board July 1, 2006
Adjustments**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Date Requested:	<u>April 13, 2006</u>	Time Requested:	<u>5 Minutes</u>
Department:	<u>Department of County Management</u>	Division:	<u>Human Services</u>
Contact(s):	<u>Jim Younger/Rebecca Gabriel/Caren Cox</u>		
Phone:	<u>503-988-5015</u>	Ext.	<u>28504</u>
	<u>I/O Address: 503/4</u>		
Presenter(s):	<u>Jim Younger EBB Administrator, Rebecca Gabriel County EBB Representative, Caren Cox Benefits Administrator</u>		

General Information

1. What action are you requesting from the Board?

The Department of County Management is requesting that the Board of County Commissioners approve July 1, 2006 recommended changes by the County Employee's Benefit Board (EBB).

Recommend health benefit changes are:

1. Kaiser Medical and Kaiser Maintenance Medical Plans: Upgrade coverage on Durable Medical Equipment (DME), which will include breast prosthesis, from 80% to 100%.
2. Setting the July 1, 2006 department contribution rate for full-time employees at \$833.76 per month per employee;
3. Setting the July 1, 2006 department contribution rate for part-time employees at \$429.05 per month per employee.

2. Please provide sufficient background information for the Board and the public to understand this issue.

Each spring the Multnomah County Employee's Benefit Board (EBB) makes recommendations for the coming fiscal year regarding any changes in the medical/dental plans, changes in department contribution rates for employee medical/dental coverage, and any changes in employee cost sharing for medical/dental coverage.

The Master Governance Agreement gives the EBB authority to make plan changes, set department contribution rates, and set employee cost sharing rates. That agreement binds the County, participating bargaining unit employees, and all non-represented employees.

On March 16, 2006 the Employees' Benefit Board voted to make the following adjustments for the upcoming fiscal year.

1. Effective July 1, 2006 the monthly department contribution will increase to \$833.76 per full-time employee. This represents an increase of \$95.92 per employee per month, or about 13.0%, over the FY 05-06 rate. County departments have prepared program offers assuming an 18% increase over the FY 05-06 rate. The actual rate agreed to by the EBB represents a "savings" of about \$36 per month per employee from the rate that had been forecast.

If the Employees' Benefit Board had taken no action, the master governance agreement would have dictated an increase to \$856.00 per employee per month. The EBB voted to buy down the department contribution rate by \$47.24 per month from reserves held in the Risk Management Fund. This also had the impact of maintaining employee cost sharing at current monthly rates.

In addition, an error was made in estimating the buy down that was required for FY 05-06. The department contribution for FY 06-07 includes \$25.00 per employee per month to correct that calculation error. Had this error adjustment not been applied to the FY 06-07 rate the overall increase would have been slightly less than 10%. The County agreed to fund the calculation error in this manner in order to recover it from all internal and external funding sources.

The net impact of these adjustments is a July 1, 2006 department contribution rate of \$833.76 per month per full-time employee. It is anticipated that the buy down on the health fund for FY 06-07 will be somewhere between \$2 million and \$2.5 million. This will result in an anticipated reserve balance at year-end between \$11.5 million and \$12.5 million. These reserves are dedicated obligations that are maintained in the Risk Management Fund.

2. Effective July 1, 2006 changes the department monthly contribution rate for part-time employees to \$429.05. This is an increase of \$29.88, or about 7.5%, over the FY 05-06 rate. The part-time rates had been forecast to increase proportionally with the full-time rates. The rate agreed to for FY 06-07 is about \$40 per employee per month lower than the part-time rate that program offers are based on.

If the Employees' Benefit Board had taken no action, the master governance agreement called for a July 1, 2006 adjustment to \$425.76. The EBB voted to buy down the department contribution rate by \$17.38 per month from the health fund reserve. The County agreed to a one time additional adjustment of \$20.67 per month to continue \$50 per month subsidy toward part time employee cost sharing for those part time employees participating in ODS Preferred PPO Plan or Kaiser Medical Plan. The net impact is a July 1, 2006 adjusted department part-time contribution rate of \$429.05.

3. Effective July 1, 2006, the EBB voted to upgrade Kaiser Medical and Kaiser Maintenance Medical Plans by increasing Durable Medical Equipment from 80% to 100% coverage, which

includes breast prosthesis coverage at 100%.

The July 1, 2006 rate adjustments for medical and dental plans will be:

- 8.2% for ODS Medical
- 4.9% for ODS Dental
- 4.3% for Kaiser Medical
- 12.3% for Kaiser Medical Maintenance Plan
- 3.4% for Kaiser Dental

This is the second year since the County and County employees signed the original Master Governance Agreement (February, 2001) and created the EBB structure that composite rates have grown by more than 10% two years in a row. From FY 01-02 through the upcoming fiscal year department full-time employee contribution rates have increased by an average of 11.3%. During this same time ODS medical rates have increased by an average of 10.3% and Kaiser medical rates have increased by an average of 12.8%.

3. Explain the fiscal impact (current year and ongoing).

Funding of employee medical/dental benefits is established each year through the process outlined above. Next year, departments will contribute an estimated \$41 million (based on current enrollment) to provide for employee healthcare costs. This represents a 13% increase over the rates that departments are contributing in FY 05-06. It also represents an increasingly larger share of total employee compensation.

Healthcare cost increases have well exceeded the normal rate of inflation over the past five years. This trend is expected to continue into the future.

4. Explain any legal and/or policy issues involved.

None.

5. Explain any citizen and/or other government participation that has or will take place.

None.

Required Signatures

**Department/
Agency Director:**

David A. Boyer

Date: 03/21/06

Budget Analyst:

Date:

Department HR:

Jen Younger

Date: 03/21/06

Countywide HR:

Tami Graves

Date: 03/21/06

EBB Proposal
March 16, 2006
Presented by EBB Administrator

Health Plan Funding and Design For the July 1, 2006 – June 30, 2007 Plan Year:

1. Plan Design Changes.

Kaiser Medical and Kaiser Maintenance Medical Plans: Upgrade coverage on Durable Medical Equipment (DME), which will include breast prosthesis, from 80% to 100%.

2. Employee Cost Sharing.

A. Full-Time Employees

a). Plus PPO Plan: Full-time employee cost sharing shall be equal to 10% of the total premium per Governance Agreement. No EBB buy-down is applicable.

b). Preferred PPO Plan, Kaiser Medical Plan, ODS Dental Plan and Kaiser Dental Plan: Apply EBB buy-down as necessary for full-time employees in an amount which will maintain employee cost sharing at 2005/06 rates.

B. Part-Time Employees

a). Apply EBB buy-down for Kaiser Maintenance Medical Plan in an amount that will maintain employee cost sharing at 2005/06 rates.

b). Preferred PPO Plan and Kaiser Medical Plan: County agrees to a one time additional contribution of \$50.00 per part-time member per month. No EBB buy-down is applicable.

c). Plus PPO Plan, ODS Dental Plan, Kaiser Dental Plan: No EBB buy down is applicable.

3. 2006/07 Department Contribution rates shall be as follows:

A. Department 06/07 monthly Contribution rate for each full-time employee will be \$833.76.

B. Department 06/07 monthly Contribution rate for each part-time employee will be \$429.05.

EBB Proposal
March 16, 2006
Presented by EBB Administrator

For the July 1, 2006 – June 30, 2007 Plan Year:

4. Vote:

<u>Membership</u>	<u>Voting Member</u>	<u>Yes</u>	<u>No</u>
Management	<u>Rebecca Gabriel</u>	×	
Non-Represented	<u>Tom Guiney</u>	×	
Oregon AFSCME/Local 88	<u>Janet Irwin</u>	×	
Custody Service Specs/Local 86	<u>Nick Buell</u>	×	
MCCDA	<u>Doug Hewitt</u>	×	
MCDSA	<u>Jay Pentheny</u>	×	
ONA	<u>Judy Schaffer</u>	×	
IBEW/Local 48	<u>Don Novak</u>	×	
Brotherhood of Painters	<u>Don Novak (Proxy Vote)</u>	×	
Federation of Parole/Probation Off.	<u>Bill Jeffreys</u>	×	
IUOE/Local 701	<u>Don Novak (Proxy Vote)</u>	×	



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date: 04/13/06 -revised
Agenda Item #: R-3
Est. Start Time: 9:35 AM
Date Submitted: 04/04/06

BUDGET MODIFICATION: -

Agenda Title: **Approval of 2005 and 2006 Wage Re-opener for Multnomah County Corrections Association (MCCDA) Agreement**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Date Requested: <u>April 13, 2006</u>	Time Requested: <u>15 Minutes</u>
Department: <u>Department of County Management</u>	Division: <u>Human Services</u>
Contact(s): <u>Jim Younger</u>	
Phone: <u>503-988-5015</u> Ext. <u>28504</u> I/O Address: <u>503/4</u>	
Presenter(s): <u>Jim Younger County Representative, Jennifer Ott Sheriff's Office Representative and MCCDA Representative</u>	

General Information

1. What action are you requesting from the Board?

The Department of County Management recommends approval of wage and overtime language adjustments for employees covered by the MCCDA collective bargaining agreement.

2. Please provide sufficient background information for the Board and the public to understand this issue.

The 2004-2010 MCCDA agreement provided for a re-opener of Wages for fiscal years 2005/2006 and 2006/2007. Through a series of negotiations, the parties agreed on the following wage adjustments for fiscal year 2005/2006 and wages plus overtime adjustment for 2006/2007.

- July 1, 2005: 3.0% Inflation Adjustment to the wage scale.
- January 1, 2006: Add 2.25% market adjustment to the wage scale.
- July 1, 2006: Inflation adjustment based on National March to March Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), for second half 2004 to second half 2005, with a minimum increase of 3% and a maximum increase of 5% to the wage scale.

- July 1, 2006 Article 16, Section 5. Overtime language adjusted as follows:
 Except for the fifteen (15) minute briefing period, one and one half (1 ½) times the employee's regular hourly rate of pay shall be paid for **overtime** work, but compensation shall not be paid twice for the same hours. **"Authorized work" hours under this section, shall exclude paid leave charged to sick use, but shall include all other paid leave. An employee is not eligible to receive overtime pay for shifts worked in a seven day work week until 40 hours of authorized work have been completed. However, if an employee is directed to work mandatory overtime, employee will receive overtime pay.** Overtime pay shall be granted under any of the following conditions.
 D. All authorized work performed on the first day following the normal work week shall be paid at the rate of one and one-half (1 ½) times the employee's regular rate. A **"normal work week" requires 40 hours of authorized work as defined above.**
 "New language is in bold."
 • January 1, 2007: Add 2.25% market adjustment to the wage scale.
 • After June 30, 2007, the parties agree that the Portland-Salem CPI-W index shall be the status quo for purposes of a successor agreement.

3. Explain the fiscal impact (current year and ongoing).

Due to the timing of the adjustments, the annualized rate increase for FY06 is about 4.16%. Departments have budgeted 2.4% of this increase. The estimated cost for FY06 is \$1.6m of which \$670,000 is unbudgeted. The estimated FY06 General Fund cost is about \$1.3m of which **\$560,000** is unbudgeted. The Budget Office recommends that the additional General Fund cost should be covered from Contingency. A budget modification to transfer funds from Contingency will be brought to the Board toward the end of the current year.

For FY07, the existing wage scale will increase by about 5.25%, plus the FY07 COLA, plus a 2.25% market adjustment on 1/1/2007. The FY07 program offers submitted by the Sheriff's Office include these additional personnel costs. The budget will be adjusted if the actual CPI is higher/lower than what has been assumed.

There are related impacts to overtime costs. Those are somewhat controllable by the Sheriff's Office. The estimates provided above are therefore only for base wages and related fringe and insurance costs.

Based on 2005 sick leave usage in the Sheriff's Office it is anticipated that the new overtime language will result in overtime savings of approximately **\$204,000** annually.

4. Explain any legal and/or policy issues involved.

None at this time.

5. Explain any citizen and/or other government participation that has or will take place.

None at this time.

Required Signatures

**Department/
Agency Director:**

David A. Boyer

Date: 04/04/06

Budget Analyst:

J. Mark Campbell

Date: 04/06/06

Department HR:

Jim Younger

Date: 04/04/06

Countywide HR:

Terri Graves

Date: 04/04/06



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date: 04/13/06
Agenda Item #: R-3
Est. Start Time: 9:35 AM
Date Submitted: 04/04/06

BUDGET MODIFICATION: -

Agenda Title: **Approval of 2005 and 2006 Wage Re-opener for Multnomah County Corrections Deputy Association (MCCDA) Agreement**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Date Requested: <u>April 13, 2006</u>	Time Requested: <u>15 Minutes</u>
Department: <u>Department of County Management</u>	Division: <u>Human Services</u>
Contact(s): <u>Jim Younger</u>	
Phone: <u>503-988-5015</u> Ext. <u>28504</u> I/O Address: <u>503/4</u>	
Presenter(s): <u>Jim Younger County Representative, Jennifer Ott Sheriff's Office Representative and MCCDA Representative</u>	

General Information

1. What action are you requesting from the Board?

The Department of County Management recommends approval of wage and overtime language adjustments for employees covered by the MCCDA collective bargaining agreement.

2. Please provide sufficient background information for the Board and the public to understand this issue.

The 2004-2010 MCCDA agreement provided for a re-opener of Wages for fiscal years 2005/2006 and 2006/2007. Through a series of negotiations, the parties agreed on the following wage adjustments for fiscal year 2005/2006 and wages plus overtime adjustment for 2006/2007.

- July 1, 2005: 3.0% Inflation Adjustment to the wage scale.
- January 1, 2006: Add 2.25% market adjustment to the wage scale.
- July 1, 2006: Inflation adjustment based on National March to March Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), for second half 2004 to second half 2005, with a minimum increase of 3% and a maximum increase of 5% to the wage scale.

- July 1, 2006 Article 16, Section 5. Overtime language adjusted as follows:
 Except for the fifteen (15) minute briefing period, one and one half (1 ½) times the employee's regular hourly rate of pay shall be paid for **overtime** work, but compensation shall not be paid twice for the same hours. **"Authorized work" hours under this section, shall exclude paid leave charged to sick use, but shall include all other paid leave. An employee is not eligible to receive overtime pay for shifts worked in a seven day work week until 40 hours of authorized work have been completed. However, if an employee is directed to work mandatory overtime, employee will receive overtime pay.** Overtime pay shall be granted under any of the following conditions.
 D. All authorized work performed on the first day following the normal work week shall be paid at the rate of one and one-half (1 ½) times the employee's regular rate. A **"normal work week" requires 40 hours of authorized work as defined above.**
 "New language is in bold."
- January 1, 2007: Add 2.25% market adjustment to the wage scale.
- After June 30, 2007, the parties agree that the Portland-Salem CPI-W index shall be the status quo for purposes of a successor agreement.

3. Explain the fiscal impact (current year and ongoing).

Due to the timing of the adjustments, the annualized rate increase for FY06 is about 4.16%. Departments have budgeted 2.4% of this increase. The estimated cost for FY06 is \$1.6m of which \$670,000 is unbudgeted. The estimated FY06 General Fund cost is about \$1.3m of which \$560,000 is unbudgeted. Departments will be absorbing the unbudgeted cost within existing budgets.

For FY07, the existing wage scale is increased by about 5.25% plus FY07 COLA plus a 2.25% market adjustment on 1/1/2007. The FY07 budget will be adjusted for this.

There are related impacts to overtime costs. Those are somewhat controllable by the Sheriff's Office. The estimates provided above are therefore only for base wages and related fringe and insurance costs.

Based on 2005 sick leave usage in the Sheriff's Office it is anticipated that the new overtime language will have an estimated \$204,000 annual savings on the Sheriff's Office overtime budget.

4. Explain any legal and/or policy issues involved.

None at this time.

5. Explain any citizen and/or other government participation that has or will take place.

None at this time.

Required Signatures

**Department/
Agency Director:**

David A. Boyer

Date: 04/04/06

Budget Analyst:

Date:

Department HR:

Jim Younger

Date: 04/04/06

Countywide HR:

Tami Graves

Date: 04/04/06

2004 - 2010

AGREEMENT

BETWEEN

MULTNOMAH COUNTY, OREGON

And

MULTNOMAH COUNTY CORRECTIONS DEPUTY ASSOCIATION

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as "the County", the Multnomah County Sheriff, hereinafter referred to as the "Sheriff," and the Multnomah County Corrections Deputy Association, hereinafter referred to as "MCCDA."

The parties agree for fiscal years 2005 – 2006 and 2006- 2007 to modify Addendum A – Wages as follows:

Wages effective July 1, 2005 (retroactively), base wages for all bargaining unit members will be increased by 3.0% over current wages, see attached Addendum A-1.

Wages effective January 1, 2006 (retroactively), wages for all bargaining unit members will be increased by an additional 2.25%, see attached Addendum A-2.

Effective July 1, 2006, base wages for all bargaining unit members will be increased by an additional amount equal to percentage increase in the U.S. All-Cities CPI-W index, March 2005 to March 2006, Minimum of 3% and Maximum of 5%.

Effective January 1, 2007, base wages for all bargaining unit members will be increased by an additional 2.25%.

Current reopener provisions shall govern wages after June 30, 2007. As of that date the Portland-Salem Metro CPI-W Index shall be considered the status quo for purposes of a successor agreement.

The parties agree that effective July 1, 2006 that Article 16 – Wages and Classifications, Section 5, Overtime is modified as follows:

5. Overtime. Except for the fifteen (15) minute briefing period, one and one-half (1-1/2) times the employee's regular hourly rate of pay shall be paid for overtime work, but compensation shall not be paid twice for the same hours. "Authorized work" hours under this section, shall exclude paid leave charged to sick use, but shall include all other paid leave. An employee is not eligible to receive overtime pay for shifts worked in a seven day work week until 40 hours of authorized work have been completed. However, if an employee is directed to work mandatory overtime, employee will receive overtime pay. Overtime pay shall be granted under any of the following conditions:

A. All authorized work performed in excess of eight (8) hours in any work day for a five-day, forty-hour-a-week employee or in excess of ten (10) hours in any work day for a four-day, forty-hour-a-week employee during the 24-hour period which begins the first hour of an employee's regularly scheduled work day; however, this provision shall not apply to voluntary shift changes under Article 15, section 5 and Article 16, section 9.

B. All authorized work performed in excess of forty (40) hours in any workweek.

C. Overtime worked shall be considered all work performed fifteen (15) minutes after the end of a normal shift, and all time over fifteen (15) minutes shall be considered one-half (1/2) hour for pay purposes.

D. All authorized work performed on the first day following the normal work week shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate. A "normal work week" requires 40 hours of authorized work as defined above.

E. All authorized work performed on the second day or third day (if scheduled to work 4/10 schedule) following the normal work week shall be paid for at the rate of two (2) times the employee's regular rate, provided that the employee has worked such overtime as was offered him/her in the first day following the normal work week. In no case shall double time apply to a day declared a state of emergency by the Governor or the Multnomah County Chair.

IN WITNESS WHEREOF, the Parties hereto have set their hands this _____ day of _____, 2006.

Multnomah County Corrections
Deputy Association:

By _____
Bob Miller, President

By _____
Darcy Bjork, E.S. V.P.

By _____
Kathryn Parker, Treasurer

By _____
Chad Gaidos, Neg. Team

By _____
Melissa Regehr, Neg. Team

By _____
Keith Fisher, Neg. Team

Negotiated By:

By _____
Shawn Skeels

Multnomah County, Oregon
Board of Commissioners:

By _____
Diane Linn, Chair

By _____
Maria Rojo de Steffey, District 1

By _____
Serena Cruz Walsh, District 2

By _____
Lisa Naito, District 3

By _____
Lonnie Roberts, District 4

Bernie Giusto Sheriff
For Multnomah County, Oregon:

By _____
Bernie Giusto, Sheriff

Negotiated By:

By _____
Jim Younger, HR Manager

Reviewed:
Agnes Sowle, County Attorney
For Multnomah County, Oregon

By _____
Kathy Short
Assistant County Attorney

ADDENDUM A-1

Salary Table

3.0% Effective July 1, 2005

<u>Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Corrections Officer	19.97	21.10	22.20	23.35	24.56	25.68
Corrections Sergeant	26.53	27.55	28.59	29.64	30.69	31.81

ADDENDUM A-2

Salary Table

2.25%% Effective January 1, 2006

<u>Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Corrections Officer	20.42	21.57	22.70	23.88	25.11	26.26
Corrections Sergeant	27.13	28.17	29.23	30.31	31.38	32.53

2004 - 2010

AGREEMENT

BETWEEN

MULTNOMAH COUNTY, OREGON

And

MULTNOMAH COUNTY CORRECTIONS DEPUTY ASSOCIATION

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as "the County", the Multnomah County Sheriff, hereinafter referred to as the "Sheriff," and the Multnomah County Corrections Deputy Association, hereinafter referred to as "MCCDA."

The parties agree for fiscal years 2005 – 2006 and 2006- 2007 to modify Addendum A – Wages as follows:

Wages effective July 1, 2005 (retroactively), base wages for all bargaining unit members will be increased by 3.0% over current wages, see attached Addendum A-1.

Wages effective January 1, 2006 (retroactively), wages for all bargaining unit members will be increased by an additional 2.25%, see attached Addendum A-2.

Effective July 1, 2006, base wages for all bargaining unit members will be increased by an additional amount equal to percentage increase in the U.S. All-Cities CPI-W index, March 2005 to March 2006, Minimum of 3% and Maximum of 5%.

Effective January 1, 2007, base wages for all bargaining unit members will be increased by an additional 2.25%.

Current reopener provisions shall govern wages after June 30, 2007. As of that date the Portland-Salem Metro CPI-W Index shall be considered the status quo for purposes of a successor agreement.

The parties agree that effective July 1, 2006 that Article 16 – Wages and Classifications, Section 5, Overtime is modified as follows:

5. Overtime. Except for the fifteen (15) minute briefing period, one and one-half (1-1/2) times the employee's regular hourly rate of pay shall be paid for overtime work, but compensation shall not be paid twice for the same hours. "Authorized work" hours under this section, shall exclude paid leave charged to sick use, but shall include all other paid leave. An employee is not eligible to receive overtime pay for shifts worked in a seven day work week until 40 hours of authorized work have been completed. However, if an employee is directed to work mandatory overtime, employee will receive overtime pay. Overtime pay shall be granted under any of the following conditions:

A. All authorized work performed in excess of eight (8) hours in any work day for a five-day, forty-hour-a-week employee or in excess of ten (10) hours in any work day for a four-day, forty-hour-a-week employee during the 24-hour period which begins the first hour of an employee's regularly scheduled work day; however, this provision shall not apply to voluntary shift changes under Article 15, section 5 and Article 16, section 9.

B. All authorized work performed in excess of forty (40) hours in any workweek.

C. Overtime worked shall be considered all work performed fifteen (15) minutes after the end of a normal shift, and all time over fifteen (15) minutes shall be considered one-half (1/2) hour for pay purposes.

D. All authorized work performed on the first day following the normal work week shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate. A "normal work week" requires 40 hours of authorized work as defined above.

E. All authorized work performed on the second day or third day (if scheduled to work 4/10 schedule) following the normal work week shall be paid for at the rate of two (2) times the employee's regular rate, provided that the employee has worked such overtime as was offered him/her in the first day following the normal work week. In no case shall double time apply to a day declared a state of emergency by the Governor or the Multnomah County Chair.

IN WITNESS WHEREOF, the Parties hereto have set their hands this _____ day of _____, 2006.

Multnomah County Corrections
Deputy Association:

By _____
Bob Miller, President

By _____
Darcy Bjork, E.S. V.P.

By _____
Kathryn Parker, Treasurer

By _____
Chad Gaidos, Neg. Team

By _____
Melissa Regehr, Neg. Team

By _____
Keith Fisher, Neg. Team

Negotiated By:

By _____
Shawn Skeels

Multnomah County, Oregon
Board of Commissioners:

By _____
Diane Linn, Chair

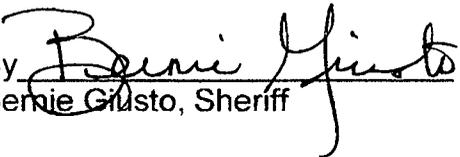
By _____
Maria Rojo de Steffey, District 1

By _____
Serena Cruz Walsh, District 2

By _____
Lisa Naito, District 3

By _____
Lonnie Roberts, District 4

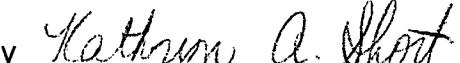
Bernie Giusto Sheriff
For Multnomah County, Oregon:

By 
Bernie Giusto, Sheriff

Negotiated By:

By 
Jim Younger, HR Manager

Reviewed:
Agnes Sowle, County Attorney
For Multnomah County, Oregon

By 
Kathy Short
Assistant County Attorney

ADDENDUM A-1

Salary Table

3.0% Effective July 1, 2005

<u>Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Corrections Officer	19.97	21.10	22.20	23.35	24.56	25.68
Corrections Sergeant	26.53	27.55	28.59	29.64	30.69	31.81

ADDENDUM A-2

Salary Table

2.25%% Effective January 1, 2006

<u>Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Corrections Officer	20.42	21.57	22.70	23.88	25.11	26.26
Corrections Sergeant	27.13	28.17	29.23	30.31	31.38	32.53



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # 2-11 DATE 04.13.06
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only

Meeting Date: 04/13/06
Agenda Item #: R-4
Est. Start Time: 9:40 AM
Date Submitted: 03/16/06

BUDGET MODIFICATION: DCJ - 27

Budget Modification DCJ-27 Reclassifying a Corrections Technician to a Program Development Specialist, as Determined by the Class/Comp Unit of
Agenda Central Human Resources and Funding the Increased Cost from the
Title: Federal/State Fund

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Date Requested: <u>April 13, 2006</u>	Time Requested: <u>3 minutes</u>
Department: <u>Dept. of Community Justice</u>	Division: <u>Adult Services Division</u>
Contact(s): <u>Shaun Coldwell</u>	
Phone: <u>503-988-3961</u> Ext. <u>83961</u>	I/O Address: <u>503/250</u>
Presenter(s): <u>James Opoka</u>	

General Information

1. What action are you requesting from the Board?

The Department of Community Justice (DCJ) requests approval of a budget modification to reclassify a Corrections Technician to a Program Development Specialist, having been reviewed by the HR Class Comp and deemed necessary for change in classification.

2. Please provide sufficient background information for the Board and the public to understand this issue.

Reclassification of a Corrections Technician to a Program Development Specialist was approved for recommendation to the Board of County Commissioners by HR Class Comp on January 6, 2006, to become effective April 18, 2005. A subsequent desk audit of the position was completed on February 7, 2006 allowing the reclassification to go forward for subsequent Board approval. The position is located in the Enhanced Bench Probation program, Program Offer # 50018.

3. Explain the fiscal impact (current year and ongoing).

The reclassification to Program Development Specialist increases the cost of the former Corrections Technician position by \$6,826. Overhead costs increased the expense total to \$7,325. The increase in expense is offset by an increase in the collection of Enhanced Bench fees. (Based upon collections through January, 2006, we expect to exceed current budgeted fees revenue by an estimated \$13,000). Given the Department's higher emphasis on fees collections, we expect the increase in fees revenue to continue in the fiscal year 2007. The reclassification results in no change to total FTE.

4. Explain any legal and/or policy issues involved.

Local 88 represented employees have a contractual right to appeal and arbitrate the outcome of a reclassification request, which would include Board action to disapprove the request. It is the policy of Multnomah County to make all employment decisions without regard to race, religion, color, national origin, sex, age, marital status, disability, political affiliations, sexual orientation, or any other non-merit factor.

5. Explain any citizen and/or other government participation that has or will take place.

N/A

ATTACHMENT A

Budget Modification

If the request is a **Budget Modification**, please answer all of the following in detail:

- What revenue is being changed and why?
 - Enhanced Bench fee revenue increases by \$7,325
 - Insurance revenue increases by \$300.
 - Central Indirect increases by \$45.
 - Department Indirect increases by \$314.
 - HR Operations increase by \$140.
- What budgets are increased/decreased?
 - The Department's Enhanced Bench Probation budget increases by \$7,325. Insurance increases by \$300, Central Indirect by \$45, Department Indirect by \$314 and HR Operations by \$140.
- What do the changes accomplish?
 - A Corrections Technician personnel position is reclassified to a Program Development Specialist.
- Do any personnel actions result from this budget modification? Explain.
 - Yes. A Corrections Technician position is reclassified to a Program Development Specialist. The reclassification will continue in fiscal year 2007.
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?
 - The county indirect, central human resources and departmental overhead costs are covered by the increased fee revenue. There is no impact on central finance.
- Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?
 - The revenue increase and the personnel position's reclassification will continue in fiscal year 2007.
- If a grant, what period does the grant cover?
 - N/A
- If a grant, when the grant expires, what are funding plans?
 - N/A

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

ATTACHMENT B

BUDGET MODIFICATION: DCJ - 27

Required Signatures

Department/
Agency Director:

Sharon Crowe for Joanne Fuller

Date: 03/15/06

Budget Analyst:

CEC

Date: 03/16/06

Department HR:

James J. Opoka

Date: 03/15/06

Countywide HR:

Walter [Signature]

Date: 03/16/06

Budget Modification ID: **DCJ-27****EXPENDITURES & REVENUES**

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with MERLIN.

Budget/Fiscal Year: 2006

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
1								0				Reclass EB Prob CT to PDS
2	50-10	41141	50			CJ016.ENHANCEDBENCH	60000	88,936	93,934	4,998		Incr Perm, CT recl to PDS
3	50-10	41141	50			CJ016.ENHANCEDBENCH	60130	27,188	28,716	1,528		Incr Salary-Related
4	50-10	41141	50			CJ016.ENHANCEDBENCH	60140	25,724	26,024	300		Incr Insurance
5	50-10	41141	50			CJ016.ENHANCEDBENCH	60350	932	977	45		Incr Central Indirect, 0.65%
6	50-10	41141	50			CJ016.ENHANCEDBENCH	60355	6,582	6,896	314		Incr Dept Indirect, 4.59%
7	50-10	41141	50			CJ016.ENHANCEDBENCH	60365	3,121	3,261	140		Incr HR Ops, 2.05%
8									0		7,325	Total Enhanced Bench Fees
9	50-10	41141	50			CJ016.ENHANCEDBENCH	50220	(156,558)	(163,883)	(7,325)	(7,325)	Incr Enhanced Bench Fees
10	72-10	3500	20		705210		50316		(300)	(300)	(300)	incr Insurance Revenue
11	72-10	3500	20		705210		60330		300	300	300	Incr Insurance Offsetting Exp
12	19	1000	20		9500001000		50310		(45)	(45)	(45)	Incr Central Indirect Rev
13	19	1000	20		9500001000		60470		45	45	45	Incr CGF Contingency Exp
14	50-00	1000	50		509600		50370		(314)	(314)	(314)	Incr Dept Indirect Revenue
15	50-00	1000	50		509600		60170		314	314	314	Incr Prof Svcs/Busn Svcs
16	72-80	3506	20		712006		50310		(140)	(140)	(140)	Incr HR Ops svc reimb
17	72-80	3506	20		712006		60240		140	140	140	Incr HR Ops offsetting exp
18									0			
19									0			
20									0			
21									0			
22									0			
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29									0			
									0	0		Total - Page 1
									0	0		GRAND TOTAL

ANNUALIZED PERSONNEL CHANGE

Change on a full year basis even though this action affects only a part of the fiscal year (FY).

						ANNUALIZED			
Fund	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
50-10	6266	61829	Corrections Tech reclass to PDS	702823	(1.00)	(39,529)	(12,084)	(11,198)	(62,811)
50-10	6266	61829	Pgm Dev Spec reclas'd from CT	702823	1.00	44,527	13,612	11,498	69,637
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
TOTAL ANNUALIZED CHANGES					0.00	4,998	1,528	300	6,826

CURRENT YEAR PERSONNEL DOLLAR CHANGE

Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this Bud Mod.

						CURRENT YEAR			
Fund	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
50-10	6266	61829	Corrections Tech reclass to PDS	702823	(1.00)	(39,529)	(12,084)	(11,198)	(62,811)
50-10	6266	61829	Pgm Dev Spec reclas'd from CT	702823	1.00	44,527	13,612	11,498	69,637
									0
									0
									0
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									0
									0
									0
									0
									0
									0
TOTAL CURRENT FY CHANGES					0.00	4,998	1,528	300	6,826



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-5 DATE 04.13.06
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only

Meeting Date: 04/13/06
Agenda Item #: R-5
Est. Start Time: 9:43 AM
Date Submitted: 03/13/06

BUDGET MODIFICATION: DCJ - 28

Agenda Title: Budget Modification DCJ-28 Appropriating \$25,000 in State of Oregon Funds from Oregon Youth Authority to Provide Services to High Risk Youth of Color on Probation

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Date Requested: <u>April 13, 2006</u>	Time Requested: <u>5 min</u>
Department: <u>Dept. of Community Justice</u>	Division: <u>Juvenile Services Division</u>
Contact(s): <u>Shaun Coldwell</u>	
Phone: <u>503-988-3961</u> Ext. <u>83961</u>	I/O Address: <u>503/250</u>
Presenter(s): <u>Dave Koch</u>	

General Information

1. What action are you requesting from the Board?

The Department of Community Justice (DCJ) requests approval of a budget modification to appropriate \$25,000 from the Oregon Youth Authority (OYA) in order to provide individualized services for high risk youth of color on probation.

2. Please provide sufficient background information for the Board and the public to understand this issue.

The Oregon Youth Authority provides a continuum of services to protect the public and reduce juvenile crime through programs and partnerships with local communities and counties. Services emphasize decisive intervention in delinquent behavior, sanctions for crimes committed by youth, restitution to victims, and effective and innovative rehabilitation programs for youth offenders. The Oregon Youth Authority is providing \$25,000 for FY06 and \$25,000 for FY07 to be used for individualized services for high risk youth of color on probation. These funds will be managed by the Juvenile Services Division Flex Fund Committee and will include culturally specific shelter beds, and culturally appropriate case management, treatment/programming, needed social supports,

and pro-social activities.

Juvenile Services Division Flex Fund is located in program offer 50042 Juvenile Formal Probation Supervision.

3. Explain the fiscal impact (current year and ongoing).

This budget modification includes revenue and expenditures covering the period March 1, 2006 through June 30, 2006.

4. Explain any legal and/or policy issues involved.

N/A

5. Explain any citizen and/or other government participation that has or will take place.

N/A

ATTACHMENT A

Budget Modification

If the request is a **Budget Modification**, please answer all of the following in detail:

- What revenue is being changed and why?
State revenue for Oregon Youth Authority increases by \$25,000 for FY06.
- What budgets are increased/decreased?
Juvenile Services Division Flex Funds increases by \$22,387.
Central Indirect increases by \$146
Dept Indirect increases by \$1,027
Finance Operations Cost increases by \$1,440
- What do the changes accomplish?
Direct Client Assistance funds increases by \$22,387 to provide individualized services to high risk youth of color on probation.
- Do any personnel actions result from this budget modification? Explain.
N/A
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?
This grant provides for indirect costs and finance operation costs.
- Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?
The revenue is for two fiscal years - \$25,000 for FY06 and \$25,000 for FY07. OYA does not anticipate adding additional dollars for these services once these funds are expended.
- If a grant, what period does the grant cover?
March 1, 2006 through June 30, 2007.
- If a grant, when the grant expires, what are funding plans?
The program will be discontinued when the grant expires.

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

ATTACHMENT B

BUDGET MODIFICATION: DCJ - 28

Required Signatures

**Department/
Agency Director:**

Sharon Anderson for Joanne Fuller

Date: 03/13/06

Budget Analyst:

CE

Date: 03/13/06

Department HR:

Date:

Countywide HR:

Date:

Budget Modification ID: **DCJ-28****EXPENDITURES & REVENUES**

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with MERLIN.

Budget/Fiscal Year: 2006

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
1	50-50		50			CJ007.FLEX	60155	-	22,387	22,387		Incr Direct Client Svc
2	50-50		50			CJ007.FLEX	50180	(108,801)	(133,801)	(25,000)		Incr Revenue Flex Funds
3								0			(2,613)	
4	50-50		50			CJ007.FLEX	60350	627	773	146		Incr Central Indirect .65%
5	50-50		50			CJ007.FLEX	60355	4,428	5,455	1,027		Incr Dept Indirect 4.59%
6	50-50		50			CJ007.FLEX	60360	7,283	8,723	1,440		Incr Fin Ops 6.43%
7								0			2,613	
8								0				
9	19	1000	20		9500001000		50310		(146)	(146)		Incr Central Indirect Revenue
10	19	1000	20		9500001000		60470		146	146		Incr CGF Contingency Exp
11								0			0	
12	50-00	1000	50			509600	50370		(1,027)	(1,027)		Incr Dept Indirect Revenue
13	50-00	1000	50			509600	60170		1,027	1,027		Incr Prof Svc
14								0			0	
15	72-10	3506	20			711100	50310		(1,440)	(1,440)		Incr Fin Ops Revenue
16	72-10	3506	20			711100	60240		1,440	1,440		Incr offsetting exp
17								0			0	
18								0				
19								0				
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MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date:	<u>04/13/06</u>
Agenda Item #:	<u>R-6</u>
Est. Start Time:	<u>9:46 AM</u>
Date Submitted:	<u>03/15/06</u>

BUDGET MODIFICATION: DCJ - 29

Agenda Title: Budget Modification DCJ-29 Appropriating \$21,690 in State of Oregon Funds from Oregon Youth Authority to Provide Residential Sex Offender Treatment to a 17 Year Old Male Youth from Polk County

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Date Requested:	<u>April 13, 2006</u>	Time Requested:	<u>5 min</u>
Department:	<u>Dept. of Community Justice</u>	Division:	<u>Juvenile Services Division</u>
Contact(s):	<u>Shaun Coldwell</u>		
Phone:	<u>503-988-3961</u>	Ext.:	<u>83961</u>
		I/O Address:	<u>503/250</u>
Presenter(s):	<u>Wayne Scott and Thuy Vanderlinde</u>		

General Information

1. What action are you requesting from the Board?

The Department of Community Justice (DCJ) requests approval of a budget modification to appropriate \$21,690 from the Oregon Youth Authority (OYA) in order to provide residential sex offender treatment to a high risk 17 year old male youth from Polk County.

2. Please provide sufficient background information for the Board and the public to understand this issue.

The Oregon Youth Authority provides a continuum of services to protect the public and reduce juvenile crime through programs and partnerships with local communities and counties. Services emphasize decisive intervention in delinquent behavior, sanctions for crimes committed by youth, restitution to victims, and effective and innovative rehabilitation programs for youth offenders. The Oregon Youth Authority is contracting with DCJ for secure residential services and intensive sex offender treatment for a youth from Polk County. The Oregon Youth Authority will pay DCJ the daily rate of \$241 per day for a total of \$21,690 for treatment of a 17 year old male youth. This youth has severe mental problems, Asperger's syndrome, has a family support system that is unable

to provide the needed supervision to him in order to protect the community, and he is lacking social skills. He has failed other community-based treatment. He is a high risk youth who has serious and severe charges of molesting younger children, abusing animals and has self harming behavior. Treatment will include culturally appropriate case management, sex offender treatment, psychosexual and psychiatric treatment , medication management, evaluations, needed social supports, and pro-social activities.

Juvenile Services Division Secure Sex Offender Treatment Program is located in program offer 50049.

3. Explain the fiscal impact (current year and ongoing).

This budget modification includes revenue and expenditures covering the period March 16, 2006 through June 13, 2006.

4. Explain any legal and/or policy issues involved.

N/A

5. Explain any citizen and/or other government participation that has or will take place.

N/A

ATTACHMENT A

Budget Modification

If the request is a **Budget Modification**, please answer all of the following in detail:

- What revenue is being changed and why?
State revenue for Oregon Youth Authority increases by \$21,690 for FY06.
- What budgets are increased/decreased?
Juvenile Services Division SRTP increases by \$19,952.
Central Indirect increases by \$128
Dept Indirect increases by \$907
Finance Operations Cost increases by \$431
Human Resources Operations Cost increases by \$272
- What do the changes accomplish?

Professional Services increases by \$5,000 to provide psychosexual and psychiatric evaluations, treatment and medication management.
Supplies increase by \$1,192 for direct client supplies and clothing.
Food increases by \$500 for snacks and special dietary items.
Temporary and benefits increases by \$13,260 to provide staff the ability to work with this high risk youth on an individualized basis.
- Do any personnel actions result from this budget modification? Explain.
N/A
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?
This agreement with the Oregon Youth Authority provides for indirect costs, human resources operation costs and finance operation costs.
- Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?
The revenue is one time only. The funding expires June 13, 2006.
- If a grant, what period does the grant cover?
March 16, 2006 through June 13, 2007.
- If a grant, when the grant expires, what are funding plans?
The program will be discontinued when the funding expires.

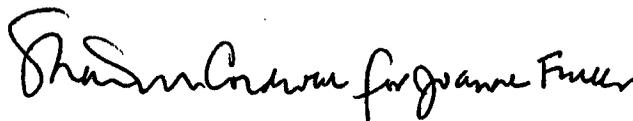
NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

ATTACHMENT B

BUDGET MODIFICATION: DCJ - 29

Required Signatures

Department/
Agency Director:



Date: 03/15/06

Budget Analyst:



Date: 03/16/06

Department HR:

Date:

Countywide HR:

Date:

Budget Modification ID: **DCJ-29****EXPENDITURES & REVENUES**

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with MERLIN.

Budget/Fiscal Year: 2006

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
1	50-50	32199	50			CJ043.OYA.SRTP	50180	-	(21,690)	(21,690)	(21,690)	Incr Revenue OYA
2	50-50	32199	50			CJ043.OYA.SRTP	60250		500	500		Incr food snacks & special diet items
3	50-50	32199	50			CJ043.OYA.SRTP	60240		1,192	1,192		Incr supplies & clothing
5	50-50	32199	50			CJ043.OYA.SRTP	60170		5,000	5,000		Incr Prof Svc Dr. Ely contract
6	50-50	32199	50			CJ043.OYA.SRTP	60100		11,400	11,400		Incr Temp
7	50-50	32199	50			CJ043.OYA.SRTP	60135		1,473	1,473		Incr. Sal Related
8	50-50	32199	50			CJ043.OYA.SRTP	60145		387	387		Incr Insurance
9											19,952	
8	50-50	32199	50			CJ043.OYA.SRTP	60350		128	128		Incr Central Indirect .65%
9	50-50	32199	50			CJ043.OYA.SRTP	60355		907	907		Incr Dept Indirect 4.59%
10	50-50	32199	50			CJ043.OYA.SRTP	60360		431	431		Incr Fin ops 6.43%
11	50-50	32199	50			CJ043.OYA.SRTP	60365		272	272		Incr HR Ops 2.05%
12									0		1,738	
13	19	1000	20		9500001000		50310		(128)	(128)		Incr Central Indirect Rev
14	19	1000	20		9500001000		60470		128	128		Incr. CGF Contingency exp
15									0		0	
16	50-00	1000	50		509600		50370		(907)	(907)		Incr. Dept indirect Rev
17	50-00	1000	50		509600		60170		907	907		Incr. Prof Svc
18									0		0	
19	72-80	3506	20		712006		50310		(272)	(272)		Incr. HR Rev
20	72-80	3506	20		712006		60240		272	272		Incr offsetting exp
21									0		0	
22	72-10	3506	20		711100		50310		(431)	(431)		Incr Fin Ops Revenue
23	72-10	3506	20		711100		60240		431	431		Incr offsetting exp
24									0		0	
25	72-10	3500	20		705210		50316		(387)	(387)		Insurance Revenue
26	72-10	3500	20		705210		60330		387	387		Offsetting Expenditure
											0	
									0	0	0	Total - Page 1
									0	0	0	GRAND TOTAL



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date:	<u>04/13/06</u>
Agenda Item #:	<u>R-7</u>
Est. Start Time:	<u>9:49 AM</u>
Date Submitted:	<u>03/16/06</u>

BUDGET MODIFICATION: -

Agenda Title: **Intergovernmental Expenditure Agreement 0506100 with the Oregon Youth Authority, Providing Residential Sex Offender Treatment to a 17 Year Old Male Youth from Polk County**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Date Requested:	<u>April 13, 2006</u>	Time Requested:	<u>5 mins</u>
Department:	<u>Dept. of Community Justice</u>	Division:	<u>Juvenile Services Division</u>
Contact(s):	<u>Shaun Coldwell</u>		
Phone:	<u>503-988-3961</u>	Ext.	<u>83961</u>
		I/O Address:	<u>503/250</u>
Presenter(s):	<u>Wayne Scott and Thuy Vanderlinde</u>		

General Information

1. What action are you requesting from the Board?

The Department of Community Justice (DCJ) requests approval of an intergovernmental agreement (#10386) with the Oregon Youth Authority (OYA) in order to provide residential sex offender treatment to a high risk 17 year old male youth from Polk County. This IGA is being put forward for approval in conjunction with budget modification DCJ-29.

2. Please provide sufficient background information for the Board and the public to understand this issue.

The Oregon Youth Authority provides a continuum of services to protect the public and reduce juvenile crime through programs and partnerships with local communities and counties. Services emphasize decisive intervention in delinquent behavior, sanctions for crimes committed by youth, restitution to victims, and effective and innovative rehabilitation programs for youth offenders. The Oregon Youth Authority is contracting with DCJ for secure residential services and intensive sex offender treatment for a youth from Polk County. This youth has severe mental problems, Asperger's syndrome, a family support system that is unable to provide the needed supervision to him in order

to protect the community, and he is lacking social skills. He has failed other community-based treatment. He is a high risk youth who has serious and severe charges of molesting younger children, abusing animals and has self harming behavior. Treatment will include culturally appropriate case management, sex offender treatment, psychosexual and psychiatric treatment , medication management, evaluations, needed social supports, and pro-social activities. This intergovernmental agreement governs the provision of services to this youth.

Juvenile Services Division Secure Sex Offender Treatment Program is located in program offer 50049.

3. Explain the fiscal impact (current year and ongoing).

The Department of Community Justice will be reimbursed \$21,690 to provide the services outlined in this agreement. (See Budget Modification DCJ-29).

4. Explain any legal and/or policy issues involved.

The County Attorney's office has reviewed and approved this IGA.

5. Explain any citizen and/or other government participation that has or will take place.

N/A

Required Signatures

**Department/
Agency Director:**



Date: 03/16/06

Budget Analyst:

Date:

Department HR:

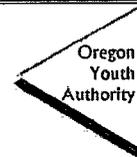
Date:

Countywide HR:

Date:

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio tape, oral presentation, and computer disk. To request an alternate format call the State of Oregon, Oregon Youth Authority, Budget and Contracts Unit at (503) 373-7371.

STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT
Secure Residential Treatment Program (JJIS #198433)
(Multnomah County Contract Number 0506100)



Agreement # **10386**

This Agreement is between the State of Oregon, acting by and through its **OREGON YOUTH AUTHORITY**, hereafter called "**OYA**" or "**Agency**", and **MULTNOMAH COUNTY**, hereafter called "**County**".

Agency's **Contract Administrator** for this Agreement is: **Jan Buddress** Phone Number: **503-672-9569x238**
Address: 11200 SW Allen Blvd, Suite 200, Beaverton, OR 97005-4823

1. Effective Date and Duration. Upon execution by each of the parties hereto and approval as required by applicable law, this Agreement shall become effective as of **March 16, 2006**. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when Agency accepts County's completed performance or on **June 13, 2006**, whichever date occurs last. Agreement termination shall not extinguish or prejudice Agency's right to enforce this Agreement with respect to any default by County that has not been cured.

2. Statement of Work. County shall perform the work (the "Work" or "Service") as set forth in the Statement of Work, which includes the delivery schedule for such Work, and that is attached hereto as Exhibit A. County shall perform the Work in accordance with the terms and conditions of this Agreement.

3. Consideration

a. The maximum, not-to-exceed compensation payable to County under this Agreement, which includes any allowable expenses, is **\$21,690.00**. Agency will not pay County any amount in excess of the not-to-exceed compensation of this Agreement for completing the Work, and will not pay for Work performed before the date this Agreement becomes effective or after the termination of this Agreement. If the maximum compensation is increased by amendment of this Agreement, the amendment must be fully effective before County performs Work subject to the amendment.

b. Interim payments to County shall be subject to ORS 293.462, and shall be made in accordance with the payment schedule and requirements in Exhibit A.

c. Agency will pay only for completed Work that is accepted by Agency.

4. Documents. This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A (the Statement of Work). Exhibit A is attached hereto and incorporated herein by this reference.

5. Independent Contractor; Responsibility for Taxes and Withholding

a. County shall perform all Work as an independent contractor. The Agency reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product, however, the Agency may not and will not control the means or manner of County's performance. County is responsible for determining the appropriate means and manner of performing the Work.

b. If County is currently performing work for the State of Oregon or the federal government, County by signature to this Agreement, represents and warrants that: County's Work to be performed under this Agreement creates no potential or actual conflict of interest as defined by ORS 244 and no statutes, rules or regulations of the state or federal agency for which County currently performs work would prohibit County's Work under this Agreement.

c. The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an "officer", "employee", or "agent" of the Agency, as those terms are used in ORS 30.265.

d. County shall be responsible for all federal or state taxes applicable to compensation or payments paid to County under this Agreement and, unless County is subject to backup withholding, Agency will not withhold from such compensation or payments any amount(s) to cover County's federal or state tax obligations. County is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to County under this Agreement, except as a self-employed individual.

6. Subcontracts, Successors, and Assignments

a. County may contract with a third person or entity (a "Subcontractor") for delivery of a particular Service or portion thereof (a "Subcontract") County may permit a Subcontractor to subcontract with a third person or entity for delivery of a particular Service or portion thereof and such subcontractors shall also be considered Subcontractors for purposes of this Agreement and the subcontracts shall be considered Subcontracts for purposes of this Agreement. County shall not permit any person or entity to be a Subcontractor unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Service. The Subcontract must be in writing and contain all provisions of this Agreement necessary for County to comply with its obligations under this Agreement and applicable to the Subcontractor's performance under the Subcontract, including but not limited to, all provisions of this Agreement that expressly require County to require Subcontractor's compliance with respect thereto. County shall maintain an originally executed copy of each Subcontract at its office and shall furnish a copy of any Subcontract to the Agency upon request.

b. County shall not assign, delegate or transfer its interest in this Agreement without prior written approval of Agency. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the Agency may deem necessary. No approval by the Agency of the assignment or transfer of interest shall be deemed to create any obligation of the Agency in addition to those set forth in the Agreement.

c. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, and permitted assigns.

7. No Third Party Beneficiaries. The Agency and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of the Agency to assist and enable the Agency to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

8. Funds Available and Authorized; Payments. County shall not be compensated for Work performed under this Agreement by any other agency or department of the State of Oregon. Agency certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement within the Agency's current biennial appropriation or limitation. County understands and agrees that Agency's payment of amounts under this Agreement is contingent on Agency receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.

9. Representations and Warranties. County represents and warrants to Agency as follows:

a. Organization and Authority. County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligation hereunder.

b. Due Authorization. The making and performance by County of this Agreement (1) have been duly authorized by all necessary action of County and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any other governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.

c. Binding Obligation. This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

d. Accuracy of Information. The statements made in and the information provided in connection with any applications, requests or submissions to the State hereunder or in connection with any funding provided to County hereunder are true and accurate in all materials respects.

e. Services. The delivery of each Service will comply with the terms and conditions of this Agreement and meet the standards for such Service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in Exhibit A.

f. The warranties set forth above are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

10. Ownership of Intellectual Property.

a. Except as otherwise expressly provided herein, or as otherwise provided by state or federal law, Agency will not own the right, title and interest in any intellectual property created or delivered by County or a subcontractor in connection with the Services. With respect to that portion of the intellectual property that the County owns, County grants to Agency a perpetual Worldwide, not-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (i) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (ii) authorize third parties to exercise the rights set forth in Section 10.a(i) on the Agency's behalf, and (iii) sublicense to third parties the rights set forth in Section 10a(i).

b. If state or federal law requires that Agency or County grant to the United States a license to any intellectual property or if state or federal law requires that Agency or the United States own the intellectual property, then County shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or Agency. To the extent that Agency becomes the owner of any intellectual property created or delivered by County in connection with the Services, the Agency will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.

c. County shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as Agency may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

11. Indemnity

a. The County agrees to be responsible for any damage or any third party liability which may arise from its activities associated with this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution Article XI, section 10, to the extent liability arising out of the negligence of the County. The County shall not be required to indemnify or defend the Agency for any liability arising out of the wrongful acts of employees or agents of the State.

b. The State of Oregon agrees to be responsible for any damage or any third party liability which may arise from its activities associated with this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through ORS 30.300, and the Oregon Constitution Article XI, Section 7, to the extent of liability arising out of the negligence of the Agency. The Agency will not be required to indemnify or defend the County for any liability arising out of wrongful acts of employees or agents of the County.

c. All employers, including County, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers Compensation coverage, unless such employers are exempt under ORS 656.126. County shall ensure that each of its Subcontractors complies with these requirements.

12. Default; Remedies; Termination.

a. Default by County. County shall be in default under this Agreement upon the occurrence of any of the following events:

(i) County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein, including but not limited to, County's failure to comply with the Individualized Services Referral form;

(ii) Any representation, warranty or statement made by County herein or in any documents or reports relied upon by Agency to measure the delivery of Services, the expenditure of funds or the performance by County is untrue in any material respect when made;

(iii) County (i) applies for or consent to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and

appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or

(iv) A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (iii) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues un-dismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues un-stayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

b. Agency Default. Agency shall be in default under this Agreement upon the occurrence of any of the following events:

(i) Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or

(ii) Any representation, warranty or statement made by Agency herein is untrue in any material respect when made.

c. Termination.

(i) County Termination.

(A) County may terminate this Agreement in its entirety or may terminate its obligation to provide services under this Agreement for its convenience, upon 90 days advance written notice to the Agency.

(B) Upon 30 days advance written notice to Agency, if Agency is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice.

(C) Upon 45 days advance written notice to Agency, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion.

(D) Immediately upon written notice to Agency, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted in such a way that County no longer has the authority to meet its obligations under this Agreement.

(ii) Agency's Termination. Agency may terminate this Agreement in its entirety or may terminate its obligation to provide funds under any portion of this Agreement.

(A) Upon 90 days' advance written notice to County, if Agency determines, in its sole discretion, to end all or any portion of the funds to County under this Agreement.

(B) Upon 45 days written notice to County, if Agency does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient, in the exercise of Agency's reasonable administrative discretion, to meet the payment obligations of Agency under this Agreement.

(C) Immediately upon written notice if state or federal laws, regulations, or guidelines are modified changed or interpreted in such a way that the Agency does not have the authority to provide funds for one or more Services or no longer has the authority to provide the funds from the funding source it had planned to use.

(D) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as Agency may specify in the notice.

(E) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a subcontractor to deliver a Service is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a subcontractor no longer meets requirements to deliver the Service. This termination right may only be exercised with respect to the particular group of Services impacted by loss of necessary licensure or certification.

(F) Immediately upon written notice to County, if Agency determines that County or any of its subcontractors have endangered or are endangering the health or safety of a Client or others.

(d) Entire Agreement. Upon termination of this Agreement in its entirety, Agency shall have no further obligation to pay funds to County under this Agreement, whether or not Agency has paid to County all funds described in Exhibit A. Notwithstanding the foregoing, Agency shall make payments to reimburse County's for services provided prior to the effective date of termination where such services are authorized pursuant to this Agreement and are not disputed by Agency.

13. Limitation of Liabilities. EXCEPT FOR LIABILITY OF DAMAGES ARISING OUT OF OR RELATED TO SECTION 11, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY

SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

14. Records Maintenance; Access. County shall maintain, and require all subcontractors to maintain, all financial records relating to this Agreement or any subcontractor contract in accordance with generally accepted accounting principles. In addition, County shall maintain and require all subcontractors to maintain, any other records (including but not limited to statistical records) pertinent to this Agreement in such a manner as to clearly document County's and each subcontractor's performance. County acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal and statistical records and other books, documents, papers, plans and writings of County that are pertinent to this Agreement to perform examinations, audits and program reviews and make excerpts and transcripts. A copy of an audit or report will be made available to County. County shall retain and keep accessible all such fiscal and statistical records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

15. Compliance with Applicable Law. County shall comply and require all subcontractors to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, County expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. Agency's performance under the Agreement is conditioned upon County's compliance with the provisions of ORS 279B.220, 279B.230 and 279B.235, which are incorporated by reference herein. County shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(ee)), recycled PETE products (as defined in ORS 279A.010(1)(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(gg)).

16. Force Majeure. Neither Agency nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, and war which is beyond respectively, the Agency's or County's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

17. Survival. All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections 1, 7, 8, 9, 10, 11, 12, 13, 14, 17, 20, 21, 22, 23, and 24.

18. Notice. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing, by personal delivery, facsimile, electronic mail, or mailing the same, postage prepaid, to County or Agency at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section 18. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any communication or notice delivered by electronic mail shall be effective on the day of notification of delivery receipt, if delivery was during normal business hours of the recipient, or on the next business day, if delivery was outside normal business hours of the recipient. Any communication or notice given by personal delivery shall be effective when actually delivered.

19. Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions

shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

20. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.

21. Governing Law; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Agency (and/or any other agency or department of the State of Oregon) and County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a Circuit Court in the State of Oregon of proper jurisdiction. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

22. Integration and Waiver. This Agreement, including all of its Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

23. Criminal History Checks: The Agency has statutory authority to access criminal offender information on all persons providing services under this Agreement (ORS 420A.010 (11)).

24. Confidentiality of Information.

a. The use or disclosure by the County and its employees and agents of any information concerning a recipient of Services, for any purpose not directly connected with the administration of the County's responsibilities with respect to such Services, is prohibited, except on written consent of the person or persons authorized by law to consent to such use or disclosure. The County shall prohibit the use or disclosure by the County's subcontractors and their employees and agents of any information concerning a recipient of Services provided under the applicable subcontracts, for any purpose not directly connected with the administration of the County's or subcontractor's responsibilities with respect to such Services, except on written consent of the person or persons authorized by law to consent to such use or disclosure. All records and files shall be appropriately secured to prevent access by unauthorized persons. The County shall, and shall require its subcontractors to, comply with all appropriate federal and state laws, rules and regulations regarding confidentiality of client records.

b. Agency shall include a provision in its contracts with contractors who utilize information related to the Services provided under this Agreement for research purposes, providing that contractor and its subcontractors under that contract shall not release confidential information on individual youth for purposes unrelated to the administration of the contract or required by applicable law, and a provision that contractor or its subcontractors under that contract shall appropriately secure all records and files to prevent access by unauthorized persons.

c. County shall maintain and require all Providers to maintain a Client record for each youth that receives a Service.

25. County-Client Relationship. The County will establish a system approved by Agency through which a youth and the youth's parents or guardian may present grievances about the operation of the County's service program. At the time arrangements are made for the County's services, the County will advise the youth and parents or guardian of the youth of the existence of this grievance system. The County shall notify the Agency of all unresolved grievances.

26. Program Records, Controls, Reports and Monitoring Procedures. The County agrees to maintain program records including statistical records, and to provide program records to the Agency at times and in the form prescribed by the Agency. The County agrees to establish and exercise such controls as are necessary to assure full compliance with the program requirements of this Agreement. The County also agrees that a program and facilities review (including meetings with youth, review of service records, review of policy and procedures, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services) may be conducted at any reasonable time by any or all of the following:

state personnel, federal personnel, and other persons authorized by the Agency. The County shall cooperate fully with such reviews.

27. Mandatory Reporting: As required by Oregon Law (ORS 419B.005 through ORS 419B.050), all OYA contractors must immediately inform either the local office of the Department of Human Services (DHS) or a law enforcement agency when they have reasonable cause to believe that any child with whom the County comes in contact has suffered abuse, or that any person with whom the County comes in contact has abused a child. Oregon Law recognizes child abuse to be: physical injury; neglect or maltreatment; sexual abuse and sexual exploitation; threat of harm; mental injury; child selling.

Reports must be made immediately upon awareness of the incident. Contractors are encouraged to contact the local DHS office if any questions arise as to whether an incident meets the definition of child abuse.

28. Amendments. No amendment, waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by all the parties and no such amendment, waiver, consent, modification, or change of terms shall be effective until all approvals required by law have been obtained from the Department of Justice. Such amendment, waiver, consent, modification or change if made, shall be effective only in the specific instance and for the specific purpose given.

29. Headings. The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.

30. Construction. The parties agree and acknowledge that the rule of construction that ambiguities in a written agreement are to be construed against the party preparing or drafting the agreement shall not be applicable to the interpretation of this Agreement.

31. HIPAA Compliance. If the Services provided under this Agreement are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA) and County has declared itself a "covered entity" under HIPAA, County agrees to deliver the Services in compliance with HIPAA. Without limiting the generality of the foregoing, if the Services are covered by HIPAA, County shall comply and require all Subcontractors to comply with the following:

a. Privacy and Security of Individually Identifiable Health Information. On or after April 14, 2003, County, its agents, employees and Subcontractors shall protect individually identifiable health information obtained or maintained about Agency's clients from unauthorized use or disclosure, consistent with the requirements of HIPAA. The County shall ensure that any electronic communication from the County to an employee of the Agency which contains individually identifiable health information shall meet HIPAA security requirements. This Agreement may be amended to include additional terms and conditions related to the privacy and security of individually identifiable health information.

b. Data Transactions Systems. Any electronic exchange of information on or after October 16, 2002, or on or after October 16, 2003, if County has received an extension from the United States Department of Health and Human Services, between County and Agency to carry out financial or administrative activities related to individually identifiable health care services will be in compliance with HIPAA standards for electronic transactions published in 65 Fed. Reg. 50312 (August 17, 2000). This Agreement may be amended to include additional terms and conditions related to data transactions.

c. Consultation. If County reasonably believes that the County's or the Agency's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, County shall promptly consult Agency's HIPAA Privacy Officer.

(Balance of page left intentionally blank)

COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT COUNTY HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

I hereby certify and affirm I am eligible and authorized to sign this agreement on behalf of the COUNTY.

AGENCY: STATE OF OREGON, acting by and through its Oregon Youth Authority

By: _____
Multnomah County Chair

By: _____ Date: _____
Manager of Budget and Contracts

Date: _____

Mailing Address: 530 Center St. NE, Suite 200
Salem, Oregon 97301-3740

By: _____
Joanne Fuller, Department Director

Facsimile: (503) 373-7921

Date: _____

Tax ID Number: 93-6002309

Mailing Address: 501 SE Hawthorne Blvd, Suite 250
Portland, OR 97214

Facsimile: (503) 988-3990

County Attorney Review:

By: Patrick Henry, Assistant County Attorney

Date: March 24, 2006

Approved as to Legal Sufficiency by the Attorney General's Office: (Required if total amount owing under the Agreement, including amendments, exceeds \$75,000)

Reviewed by OYA Contracts Specialist:

By: _____ Date: _____

By: N/A Date: _____
Assistant Attorney General

EXHIBIT A
Intergovernmental Agreement

Agreement Number: 10386

County: Multnomah County

1. STATEMENT OF WORK:

1.1 County shall provide secure residential services and intensive sex offender treatment to JJIS #198433, hereinafter referred to as the youth. County shall provide the intensive sex offender treatment to youth in an intensive therapeutic environment where they youth can learn behaviors to not re-offend and prevent commitment to a Youth Correctional Facility. The services will include but not be limited to:

- a. providing a psychosexual and psychiatric evaluation;
- b. providing an initial and updated treatment plans;
- c. providing other evaluations as needed; and
- d. maintaining regular contact with the youth's supervising Probation/Parole Officer.

1.2 County shall provide documentation of the services provided through written reports outlining the assessments conducted for psychosexual, psychiatric or other evaluations. The County shall also provide written treatment plans; progress reports; case reviews; a discharge summary with recommendations regarding further treatment needs; and any other documentation requested by Agency (counseling notes, BRS notes, incident reports, etc). Documentation shall be sent to the youth's assigned parole/probation officer. The County shall also provide the Agency with verbal updates as requested by the Agency or as deemed appropriate by the County.

1.3 The County shall provide services at the County's facility or any other location mutually agreed upon between the County and the Agency. Schedule for delivery of services shall be mutually agreed upon between the County and the Agency.

1.4 County is solely responsible for furnishing all necessary supplies, materials, clothing, equipment and services, transportation, and anything required or appropriate to provide the services specified in this Agreement.

1.5 Should a change in the Agency's Contract Administrator as stated on page 1 of the Agreement become necessary, Agency will notify County of such change. Such change shall be effective without the necessity of executing a formal amendment to this Agreement.

1.6 County shall not, under any circumstance, administer or allow to be administered by any other person, a plethysmograph assessment, Abel assessment for sexual interest, aversive therapies or other alternative therapies on any youth offender referred under this contract, unless approved in writing through the OYA administrative process on an individual case-by-case basis.

2. CONSIDERATION:

2.1 As consideration for the services provided by the County under this Agreement, the Agency, subject to the provision of ORS 293.462 (payment of overdue account charges) and the terms and conditions of this Agreement, will pay to the County an amount not to exceed \$21,690.00 at the rate of \$241.00 per day. County agrees that Agency will bill OMAP for the BRS Federal match.

2.2 The County agrees that the rates charged to the Agency for services to youth under this Contract shall not exceed rates for comparable services to youth not covered by this Contract.

2.3 It is agreed that any payment or reimbursement received by the County from a parent, or guardian, or any other personal entitlement received on behalf of any youth served under this Contract shall be promptly remitted by the County to the Agency.

2.4 The County will not impose or demand any fees from any person or agency (other than the Agency) for services provided and paid for under this Contract, unless these fees have been approved in advance in writing by the Agency.

3. PAYMENT:

3.1 County shall not submit invoices for, and Agency will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before County performs Work subject to the amendment. County shall notify Agency's Contract Administrator in writing thirty (30) calendar days before this Contract expires of the upcoming expiration of the Contract. No payment will be made for any Work performed before the beginning date or after the expiration date of this Contract, as it may be amended from time to time in accordance with its terms.

3.2 County will receive monthly, the Agency's Invoice Estimate, which describes work performed during the previous month and estimates payment for that work. The Invoice Estimates shall be verified by the County and submitted to the Agency in accordance with the address on the invoice. If County has not received an Invoice Estimate for services provided in the previous month, County shall contact the Contract Administrator for this Contract. County shall work with OYA employees identified on the Invoice Estimate as primary worker for a youth to resolve any discrepancies regarding the invoice. Payment of any amount under this Contract shall not constitute approval of the Work.

3.3 If payments to County by the Agency under this Contract, or under any other contract between the County and the Agency, are made in error or are found by the Agency to be excessive under the terms of this Contract or the other contract, the Agency, after giving written notification to the County, may withhold payments due to County under this Contract in such amounts, and over such periods of time, as are deemed necessary by the Agency to recover the amount of the overpayment. This subsection 3.3 shall survive expiration or earlier termination of this Contract and be fully enforceable thereafter.

3.4 County must submit its final invoice to the Agency no later than sixty (60) days after the expiration date of this Contract. The Agency shall be under no obligation to pay for services not billed within sixty (60) days after the expiration date of this Contract.

3.5 In addition to audit provisions elsewhere in this Contract, the Agency reserves the right to periodically audit and review the actual expenses of the County for the following purposes:

- 1) To document the relation between the established payments under this Contract and the amounts spent by the County.
- 2) To document that the amounts spent by the County are reasonable and necessary to assure quality service.
- 3) To assure that the County's expenses are allowable in accordance with Federal OMB Circulars A-87 or A-122 on Allowable Costs. In the event a periodic audit and review by the Agency shows that the County's expenses are not allowable under Federal OMB Circulars A-87 or A-122 on Allowable Costs in any material respect, Agency may terminate this Contract.

3.6 In addition to any other rights accorded to the Agency under this Contract, if the County fails to comply with the provisions of subsections 2.2, 2.3, 2.4 and 3.5 above, the Agency may terminate this Contract pursuant to Section 13 e.(2)(C) and invoke the remedies available to it and/or may exercise its rights under subsection 3.3 of this Exhibit A.

3.7 It is agreed that the amount paid under this Contract may be changed by the Agency as a result of Legislative action. The Agency shall provide the County with written notice of any such change. Notwithstanding the order of precedence listed in Section 4 of this Contract, this Subsection 3.7 of this Exhibit A takes precedence over all other provisions of this Contract including all Exhibits.

4. AMENDMENT

This Agreement may be amended one or more times by mutual agreement of the parties for time, money, terms, conditions, and/or services. Any such amendment is not effective until approved by all parties and all necessary legal approvals have been obtained from the Department of Justice.

5. MEDIA DISCLOSURE

The County shall not provide information to the media regarding a recipient of services purchased under this Agreement without first consulting the Agency office which referred the youth or family. The County will make immediate contact with the Agency's office when media contact occurs. The Agency's office will assist the County with an appropriate follow-up response for the media.

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**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-8 DATE 04.13.06
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only

Meeting Date: 04/13/06
Agenda Item #: R-8
Est. Start Time: 9:50 AM
Date Submitted: 03/17/06

BUDGET MODIFICATION: DCHS - 05

Budget Modification DCHS-05 Appropriating \$29,373 from an Agreement with the City of Portland via Funding from a Corporation for Supportive Housing Grant Funding a Limited Duration Housing Position

Agenda Title: **Housing Grant Funding a Limited Duration Housing Position**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Date Requested:	<u>April 13, 2006</u>	Time Requested:	<u>5 mins</u>
Department:	<u>Dept. of County Human Services</u>	Division:	<u>Director's Office</u>
Contact(s):	<u>Al Stickel</u>		
Phone:	<u>503 988-3691</u>	Ext.	<u>84135</u>
		I/O Address:	<u>167/620</u>
Presenter(s):	<u>Seth Lyon and Diane Luther</u>		

General Information

1. What action are you requesting from the Board?

The Department of County Human Services recommends approval of budget modification DCHS-05 adding a limited duration Housing Coordinator position in Program Offer 25003.

2. Please provide sufficient background information for the Board and the public to understand this issue.

The Department of County Human Services (DCHS) is a key partner in implementing "Home Again: A 10-year plan to end homelessness in Portland and Multnomah County" and requested support from the City of Portland to better engage systems and implement systems change required to create Permanent Supportive Housing (PSH) and end chronic and other homelessness. An agreement between DCHS and the City has been entered for an annual amount of \$70,000 to support staffing to implement systems change. DCHS has already funded a full time PSH coordinator (Program Offer 25021) who will work in conjunction with this limited duration full time Corporation for Supportive Housing coordinator. Activities and assignments for both positions will draw from the scope of services agreed upon by DCHS and the City of Portland Bureau of Housing

and Community Development (BHCD), in conjunction and support of the 10-year plan.

3. Explain the fiscal impact (current year and ongoing).

The department revenue increases by \$29,373 [\$70,000 annualized] and the following expenses increase: Personnel \$23,043 [\$69,825 annualized] for a 0.33 FTE Program Development Specialist Senior [1.00 FTE annualized], Education & Training \$5,500, Central Indirect \$186, Department Indirect \$97, Finance Operations \$65, Human Resources Operations \$482.

Director's Office budget increases by \$97 for supplies (from department indirect revenue).

Service reimbursement from the Fed/State fund increases: General Fund \$186, Business Services Fund \$547, and Insurance Fund \$3,817.

City of Portland BHCD funding in the amount of \$29,373 is added to the current fiscal year. The term of the agreement is currently for FY 06 only; however, DCHS is currently working with the City on a renewal, which would provide the annualized funding level of \$70,000 for one additional year.

4. Explain any legal and/or policy issues involved.

Follows policy direction from the special needs housing report and 10-year plan to end homelessness. The Board of County Commissioners adopted both of these documents.

5. Explain any citizen and/or other government participation that has or will take place.

The City of Portland is the CSH grantee and, therefore a partner in the grant.

ATTACHMENT A

Budget Modification

If the request is a **Budget Modification**, please answer all of the following in detail:

- What revenue is being changed and why?
City of Portland revenue from BHCD is increased \$29,373 to contribute to payroll and education & training costs for the new PSH coordinator.
- What budgets are increased/decreased?
Chief Operating Officer budget is increased by \$29,373. Director's Office budget is increased by \$97. Internal Service budgets are increased by \$4,550.
- What do the changes accomplish?
Recognizes \$70,000 annualized agreement with the City of Portland for PSH Coordinator funding.
- Do any personnel actions result from this budget modification? Explain.
A new limited duration Program Development Specialist Senior position is added.
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?
The City of Portland BHCD funding pays expenses.
- Is the revenue one-time-only in nature?
Yes; however, the agreement may be extended an additional year.
- If a grant, what period does the grant cover?
The contract covers 7/1/05 to 6/30/06.
- If a grant, when the grant expires, what are funding plans?
None, however DCHS is currently working with the city of Portland on a 1 year renewal.

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

ATTACHMENT B

BUDGET MODIFICATION: DCHS - 05

Required Signatures

**Department/
Agency Director:**

Pat Surface

Date: 03/16/06

Budget Analyst:

Michael D. Jaspis

Date: 03/17/06

Department HR:

Carolyn L. Edgett

Date: 03/16/06

Countywide HR:

Date:

Budget Modification or Amendment ID: **DCHS-05****EXPENDITURES & REVENUES**

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with MERLIN.

Budget/Fiscal Year: 06

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
1	26-10	32178	40			CHSCOO.PDXHSG	60000	0	15,072	15,072		Base [NEW]
2	26-10	32178	40			CHSCOO.PDXHSG	60130	0	4,154	4,154		Fringe
3	26-10	32178	40			CHSCOO.PDXHSG	60140	0	3,817	3,817		Insurance
4	26-10	32178	40			CHSCOO.PDXHSG	60260	0	5,500	5,500		Education & Training
5	26-10	32178	40			CHSCOO.PDXHSG	60350	0	186	186		Central Indirect [0.65%]
6	26-10	32178	40			CHSCOO.PDXHSG	60355	0	97	97		Depart Indirect [0.34%]
7	26-10	32178	40			CHSCOO.PDXHSG	60360	0	65	65		Finance Ops [1.18%]
8	26-10	32178	40			CHSCOO.PDXHSG	60365	0	482	482		HR Ops [2.09%]
9	26-10	32178	40			CHSCOO.PDXHSG	50195	0	(29,373)	(29,373)		IG-OP Fed Thru Other
10												
11	29-00	1000	40			CHSDO.IND1000	50370		(97)	(97)		Dept Indirect Revenue
12	29-00	1000	40			CHSDO.IND1000	60240		97	97		Supplies
13												
14	19	1000	0020		9500001000		50310		(186)	(186)		Svc Reim F/S to General Fund
15	19	1000	0020		9500001000		60470		186	186		Contingency
16												
17	72-10	3500	0020		705210		50316		(3,817)	(3,817)		Svc Reim F/S to Risk Mgmt
18	72-10	3500	0020		705210		60330		3,817	3,817		Claims Paid
19												
20	72-80	3506	0020		712006		50310		(482)	(482)		Svc Reim F/S to Bus Svcs
21	72-80	3506	0020		712006		60240		482	482		Supplies
22												
23	72-10	3506	0020		711100		50310		(65)	(65)		Svc Reim F/S to Bus Svcs
24	72-10	3506	0020		711100		60240		65	65		Supplies
25												
26												
27												
28												
29												
									0	0		Total - Page 1
									0	0		GRAND TOTAL

ANNUALIZED PERSONNEL CHANGE

Change on a full year basis even though this action affects only a part of the fiscal year (FY).

						ANNUALIZED			
Fund Ctr	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
26-10	6088	63199	Prg Dev Spc Sr	New	1.00	45,672	12,587	11,566	69,825
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
TOTAL ANNUALIZED CHANGES					1.00	45,672	12,587	11,566	69,825

CURRENT YEAR PERSONNEL DOLLAR CHANGE

Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this Bud Mod.

						CURRENT YEAR			
Fund Ctr	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
26-10	6088	63199	Prg Dev Spc Sr	New	0.33	15,072	4,154	3,817	23,043
									0
									0
									0
									0
									0
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									0
TOTAL CURRENT FY CHANGES					0.33	15,072	4,154	3,817	23,043



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # 29 DATE 04.13.06
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only

Meeting Date: 04/13/06
Agenda Item #: R-9
Est. Start Time: 9:53 AM
Date Submitted: 03/16/06

BUDGET MODIFICATION: DCHS - 30

Budget Modification DCHS-30 Reclassifying an Office Assistant Senior to Office Assistant 2 in the Aging & Disabilities Services Division, as
Agenda Title: Determined by the Class/Comp Unit of Central Human Resources

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Date Requested: <u>April 13, 2006</u>	Time Requested: <u>5 mins</u>
Department: <u>Dept. of County Human Services</u>	Division: <u>Aging & Disability Services</u>
Contact(s): <u>Al Stickel</u>	
Phone: <u>503 988-3691</u> Ext. <u>84135</u>	I/O Address: <u>167/620</u>
Presenter(s): <u>Mary Shortall/Jennifer Huntsman</u>	

General Information

1. What action are you requesting from the Board?

The Department of County Human Services recommends approval of budget modification DCHS-30 reclassifying a position in Aging & Disabilities Services Division Program Offer 25010A ADS Long Term Care.

2. Please provide sufficient background information for the Board and the public to understand this issue.

This modification reflects a Class/Comp decision on a management reclassification request. The request was based on a realignment of duties of the position. The State of Oregon no longer requires local level Durable Medical Equipment purchasing duties, which was formerly provided by this position. Class/Comp analyzed the newly proposed duties of the position and determined that an Office Assistant 2 is the best fit.

3. Explain the fiscal impact (current year and ongoing).

For the current fiscal year, this reclassification in the Aging & Disabilities Services Long Term Care program reduces permanent personnel costs by \$1,761. This budget modification increases expense

for temporary personnel by a like amount. Ongoing personnel costs will decrease over time, as the pay scale for an Office Assistant 2 is lower than an Office Assistant Senior.

Service reimbursement from the Fed/State Fund to the Insurance Risk Fund decreases by \$78.

4. Explain any legal and/or policy issues involved.

Local 88 represented employees have a contractual right to appeal and arbitrate the outcome of a reclassification request, which would include Board action to disapprove the request. It is the policy of Multnomah County to make all employment decisions without regard to race, religion, color, national origin, sex, age marital status, disability, political affiliations, sexual orientation, or any other non-merit factor.

5. Explain any citizen and/or other government participation that has or will take place.

N/A

ATTACHMENT A

Budget Modification

If the request is a Budget Modification, please answer all of the following in detail:

- What revenue is being changed and why?
N/A
- What budgets are increased/decreased?
Reimbursement from the Fed/State fund to the Insurance Risk fund decreases by \$78.
- What do the changes accomplish?
Approval of a classification decision from Class/Comp initiated by management.
- Do any personnel actions result from this budget modification? Explain.
Reclassification of an Office Assistant Senior to Office Assistant 2 in Aging & Disabilities Services Division, Long Term Care program.
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?
N/A
- Is the revenue one-time-only in nature?
N/A
- If a grant, what period does the grant cover?
N/A
- If a grant, when the grant expires, what are funding plans?
N/A

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

ATTACHMENT B

BUDGET MODIFICATION: DCHS - 30

Required Signatures

**Department/
Agency Director:**

Pat Surfare

Date: 03/16/06

Budget Analyst:

Michael D. Jassin

Date: 03/17/06

Department HR:

Carolyn L. Edgett

Date: 03/13/06

Countywide HR:

Date:

Budget Modification or Amendment ID: **DCHS-30**

EXPENDITURES & REVENUES

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with MERLIN.

Budget/Fiscal Year: 06

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Program Offer	Cost Center	WBS Element						
1	30-55	29060	40	25010A		ADSDIVLTCMCXIX	60000	2,178,459	2,177,170	(1,289)		Base [704599]
2	30-55	29060	40	25010A		ADSDIVLTCMCXIX	60130	656,798	656,404	(394)		Fringe [704599]
3	30-55	29060	40	25010A		ADSDIVLTCMCXIX	60140	578,407	578,329	(78)		Insurance [704599]
4	30-55	29060	40	25010A		ADSDIVLTCMCXIX	60100	0	1,761	1,761		Temporary
5												
6	72-10	3500	0020		705210		50316		78	78		Insurance Fund Revenue
7	72-10	3500	0020		705210		60330		(78)	(78)		Insurance Fund Claims
8												
9												
10												
11												
12												
13												
14												
15												
16												
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26												
27												
28												
29												
										0	0	Total - Page 1
										0	0	GRAND TOTAL

ANNUALIZED PERSONNEL CHANGE

Change on a full year basis even though this action affects only a part of the fiscal year (FY).

						ANNUALIZED			
Fund	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
30-55	6002	62958	OA Senior	704599	(1.00)	(38,941)	(11,904)	(11,162)	(62,007)
30-55	6001	62958	OA 2	704599	1.00	33,784	10,328	10,853	54,965
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
TOTAL ANNUALIZED CHANGES					0.00	(5,157)	(1,576)	(309)	(7,042)

CURRENT YEAR PERSONNEL DOLLAR CHANGE

Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this Bud Mod.

effective date of BCC approval

						CURRENT YEAR			
Fund	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
30-55	6002	62958	OA Senior	704599	(0.25)	(9,735)	(2,976)	(2,791)	(15,502)
30-55	6001	62958	OA 2	704599	0.25	8,446	2,582	2,713	13,741
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
TOTAL CURRENT FY CHANGES					0.00	(1,289)	(394)	(78)	(1,761)



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # 2-10 DATE 04.13.06
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only

Meeting Date: 04/13/06
Agenda Item #: R-10
Est. Start Time: 9:55 AM
Date Submitted: 03/21/06

BUDGET MODIFICATION: -

Agenda Title: NOTICE OF INTENT to Apply for a Technical Assistance Grant from Oregon
Watershed Enhancement Board for the Beaver Creek Culverts

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Date Requested:	<u>April 13, 2006</u>	Time Requested:	<u>5 minutes</u>
Department:	<u>Community Services</u>	Division:	<u>Land Use & Transportation</u>
Contact(s):	<u>Ed Abrahamson</u>		
Phone:	<u>(503) 988-5050</u>	Ext.:	<u>29620</u>
Presenter(s):	<u>Ed Abrahamson</u>		
I/O Address:	<u>455/2nd Floor</u>		

General Information

1. What action are you requesting from the Board?

The Land Use and Transportation Program is seeking Board approval to apply for a \$50,000 grant to develop a technical design for the Beaver Creek Culverts to improve fish passage and allow the County to make the necessary improvements to Stark Street.

2. Please provide sufficient background information for the Board and the public to understand this issue.

Beaver Creek is a tributary of the Sandy River and provides habitat to federally listed endangered fish species, including Coho Salmon, Spring Chinook, and Winter Steelhead. Culverts at Troutdale Road, Stark Street, and Cochran Road have been identified as barriers to fish passage in Beaver Creek. Replacing the culverts would make 4.6 miles of Beaver Creek open to fish passage. The County secured a \$1,000,000 grant from the Metropolitan Transportation Improvement Program (MTIP) in 2004; however, this amount is insufficient to replace all three culverts. In lieu of replacment, alternatives are being evaluated for the culverts at Troutdale Road and Cochran Road. Replacement is still the best solution for the Stark Street culvert. In addition to improving fish passage, replacing the Stark Street culvert will allow the County to make necessary road improvements. The Land Use and Transportation Program would like to hire a consultant to design

a set of improvements for the three culverts that can be implemented using the \$1,000,000 MTIP grant.

3. Explain the fiscal impact (current year and ongoing).

Multnomah County staff will act as grant managers to the consultant.

4. Explain any legal and/or policy issues involved.

None.

5. Explain any citizen and/or other government participation that has or will take place.

The public has had an opportunity to comment through the public hearings of the Multnomah County CIP process, as the Beaver Creek culvert projects are contained in the CIP. Permits from appropriate agencies will be required to assure the project complies with all state, federal, and local regulations.

ATTACHMENT A

Grant Application/Notice of Intent

If the request is a Grant Application or Notice of Intent, please answer all of the following in detail:

- **Who is the granting agency?**
Oregon Watershed Enhancement Board (OWEB)
- **Specify grant (matching, reporting and other) requirements and goals.**
The OWEB Technical Assistance Grant requires a 25% match to be sought prior at the time of application, and at least a 25% match shall be secured prior to receiving any OWEB funds. Match for this grant will be with in-kind services.
- **Explain grant funding detail – is this a one time only or long term commitment?**
This is a one-time commitment.
- **What are the estimated filing timelines?**
The grant application is due April 24, 2006.
- **If a grant, what period does the grant cover?**
The OWEB board will take action on September 11, 2006.
- **When the grant expires, what are funding plans?**
The funding plan is to use the \$1,000,000 MTIP grant to implement the design.
- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**
Overhead costs will be used for portions of the required matching funds.

ATTACHMENT B

Required Signatures

**Department/
Agency Director:**

M. Cecilia Johnson

Date: 03/16/06

Budget Analyst:

[Handwritten Signature]

Date: 03/21/06

Department HR:

Date:

Countywide HR:

Date:



**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

Board Clerk Use Only

Meeting Date: 04/13/06
Agenda Item #: R-11
Est. Start Time: 10:00 AM
Date Submitted: 04/05/06

BUDGET MODIFICATION: -

Agenda Title: **RESOLUTION Directing Modification of the "Schools Bail-Out Package" Program Offer # 10061 for Fiscal Year 2006-2007**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Date Requested:	<u>April 13, 2006</u>	Time Requested:	<u>15 minutes</u>
Department:	<u>Non-Departmental</u>	Division:	<u>District 1, 2, 3, 4</u>
Contact(s):	<u>David Martinez, District 1</u>		
Phone:	<u>503 988-4435</u>	Ext.: <u>84435</u>	I/O Address: <u>503/600</u>
Presenter(s):	<u>Commissioner Rojo, Cruz-Walsh, Naito, and Roberts</u>		

General Information

1. What action are you requesting from the Board?

Approval of resolution to modify "School Bail-Out Package" Program Offer

2. Please provide sufficient background information for the Board and the public to understand this issue.

Board approved Resolution 06-034 School Bail-Out Package. New resolution would provide alternative distribution of funds, dependent on Legislature and Governor action, to all County school districts based on ADMw for fiscal year 2006/2007.

3. Explain the fiscal impact (current year and ongoing).

N/A

4. Explain any legal and/or policy issues involved.

5. Explain any citizen and/or other government participation that has or will take place.

Required Signatures

**Department/
Agency Director:**

Maria Pijo de Steffey

Date: 04/05/06

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO.

Directing Modification Of The "Schools Bail-Out Package" Program Offer #10061 For Fiscal Year 2006-2007

The Multnomah County Board of Commissioners Finds:

- a. On March 23, 2006, the Multnomah County Board of Commissioners adopted Resolution 06-034, a "Schools Bail-Out Package" benefiting schools throughout Multnomah County, and called upon the Oregon Legislature and the Governor to fulfill their constitutional duty to provide a sufficient sum of money for the quality education of our children.
- b. Since the adoption of Resolution 06-034, Multnomah County Commissioners have met with key Oregon legislative leaders to collaboratively develop an agreement regarding allocation of funds at the State and County level to help address the continuing crisis in school funding.

The Multnomah County Board of Commissioners Resolves:

1. If the Oregon Legislature provides additional school funding of at least \$42.2 million in excess lottery dollars to K-12 schools across Oregon on an Average Daily Membership weighted (ADMw) basis and approves GAP authorization for Portland Public Schools for three years during a 2006 Special Session and the Governor signs this legislation, the Board commits to distributing \$6.4 million to all County school districts based on ADMw for fiscal year 2006/2007.
2. The Board directs the Budget Office to modify the School Bail-Out Program Offer #10061 to provide for this alternative distribution of \$6.4 to all Multnomah County Schools based on ADMw.

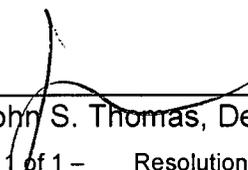
ADOPTED this 13th day of April, 2006.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By  _____
John S. Thomas, Deputy County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 06-051

Directing Modification of the "Schools Bail-Out Package" Program Offer #10061 for Fiscal Year 2006-2007

The Multnomah County Board of Commissioners Finds:

- a. On March 23, 2006, the Multnomah County Board of Commissioners adopted Resolution 06-034, a "Schools Bail-Out Package" benefiting schools throughout Multnomah County, and called upon the Oregon Legislature and the Governor to fulfill their constitutional duty to provide a sufficient sum of money for the quality education of our children.
- b. Since the adoption of Resolution 06-034, Multnomah County Commissioners have met with key Oregon legislative leaders to collaboratively develop an agreement regarding allocation of funds at the State and County level to help address the continuing crisis in school funding.

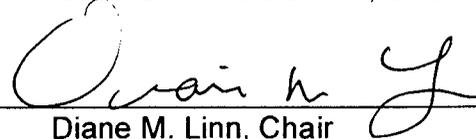
The Multnomah County Board of Commissioners Resolves:

1. If the Oregon Legislature provides additional school funding of at least \$42.2 million in excess lottery dollars to K-12 schools across Oregon on an Average Daily Membership weighted (ADMw) basis and approves GAP authorization for Portland Public Schools for three years during a 2006 Special Session and the Governor signs this legislation, the Board commits to distributing \$6.4 million to all County school districts based on ADMw for fiscal year 2006/2007.
2. The Board directs the Budget Office to modify the School Bail-Out Program Offer #10061 to provide for this alternative distribution of \$6.4 to all Multnomah County Schools based on ADMw.

ADOPTED this 13th day of April, 2006.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

AGNÉS SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
John S. Thomas, Deputy County Attorney



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date: 04/13/06
Agenda Item #: R-12
Est. Start Time: 10:15 AM
Date Submitted: 03/20/06

BUDGET MODIFICATION: -

Agenda Title: **Pandemic Influenza Planning and Community Engagement Update**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Date Requested: April 13, 2006 **Time Requested:** 25 minutes
Department: Health Dept. **Division:** _____
Contact(s): Lillian Shirley/Gary Oxman
Phone: 503-988-3674 **Ext.** 22686 **I/O Address:** 160/8
Presenter(s): Lillian Shirley/Gary Oxman

General Information

1. What action are you requesting from the Board?

Briefing only.

2. Please provide sufficient background information for the Board and the public to understand this issue.

Multnomah County Health Department is advancing plans for a possible flu pandemic, such as Avian flu. While health officials don't know when the next worldwide flu pandemic may occur, they are taking steps to consider every possibility.

Much of the planning involves coordination with hospitals, public health departments, and private medical providers in a 6 county region. Health officials are beginning to engage the business community and encouraging large and small businesses to have a business continuity plan. Plans to reach vulnerable populations such as the elderly and disabled, and communicating with ethnic and non-English speaking communities are also priorities.

According to experts, as much as 25 to 35 percent of the population could be infected with

pandemic flu which could cause temporary disruptions in public service functions and commercial business. Public gatherings may be curtailed to limit the spread of disease and hospital care may need to be limited to the most acutely ill. It is unlikely that a vaccine for people will be immediately available and antiviral medication such as Tamiflu may not be effective for the particular strain of flu that emerges.

“Public Health’s role in a flu pandemic is to provide leadership and direction to maximize medical resources and limit the spread of the disease,” states Lillian Shirley, Multnomah County Health Department Director. “Each of us must plan for what we would do in a worst case scenario, from individuals and families, to health systems and corporations.”

3. Explain the fiscal impact (current year and ongoing).

NA

4. Explain any legal and/or policy issues involved.

NA

5. Explain any citizen and/or other government participation that has or will take place.

There will be outreach to communtiy groups-neighborhood associations, faith leaderhsip, social service agencies, immune-comp, minority/ethnic communitis and business communitis.

Required Signatures

**Department/
Agency Director:**



Date: 03/20//06

Budget Analyst:

Date: _____

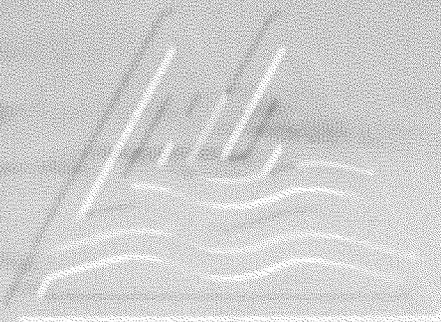
Department HR:



Date: 03/20/06

Countywide HR:

Date: _____



Multnomah County Health Department

COMMUNICABLE DISEASE PREVENTION &
CONTROL Pandemic Influenza Preparedness
Multnomah County Board of Commissioners

April 6th, 2006

Lillian Shirley, RN, MPH, MPA, Director

Gary Oxman, MD, MPH, Health Officer

Briefing Objectives

- ❖ Provide information on MCHD's Pan Flu preparedness activities
- ❖ Provide background on pandemic influenza ("Pan Flu")
- ❖ Answer questions/address concerns

Definitions

❖ ***Seasonal Influenza - “The Flu”***

- ❖ Contagious respiratory illness caused by influenza viruses
- ❖ Can cause mild to severe illness
- ❖ Occurs almost every year

❖ ***Pandemic Influenza***

- ❖ World-wide epidemic of flu
- ❖ Results from emergence of new flu strains that no one has immunity to
- ❖ Varies in severity

Definitions

- ❖ ***Avian Influenza (“bird flu”)***
 - ❖ Influenza virus infection among birds
 - ❖ Commonly carried by wild birds
- ❖ **Why worry about Avian Flu now?**
 - ❖ It is new
 - ❖ Can spread to domestic birds (chickens, ducks)
 - ❖ Can spread to people who have contact with infected birds (but risk is low)
 - ❖ H5N1 bird flu strain is a candidate to cause the next human pandemic

Key Facts – April 2006

- ❖ The world is not experiencing an influenza pandemic
- ❖ Bird flu is widely distributed around the world
- ❖ There is no H5N1 bird flu in the US, but it is expected to arrive at some point
- ❖ Bird flu is rarely spread from person to person
- ❖ If this changes, there is a potential for a serious pandemic

What is MCHD Doing About Pan Flu?

Public Health Preparedness:

- ❖ General preparedness & response activities
- ❖ Specific preparedness for Pan Flu

Current MCHD Preparedness

Activities

General Public Health Preparedness Activities

- ❖ Regular MCHD response activities – examples:
 - ❖ Disease surveillance
 - ❖ Outbreak investigation and management
 - ❖ Emergency response exercises (with government and private partners)
 - ❖ MCHD emergency response plan
 - ❖ Modifications to address Pan Flu issues/needs
- www.co.multnomah.or.us/health/emergprep/plans.shtml

Current MCHD Preparedness Activities

Activities Directly Applicable to Pan Flu

- ❖ Enhancing Public Information capacity
- ❖ Partnering with health care providers in region to increase patient care capacity (“surge capacity”)
- ❖ Preparing mass dispensing and vaccination sites
- ❖ Engaging the community around pandemic influenza
- ❖ MCHD Selected for a national study of 7 sites to determine best practices and quality measures

Key Public Health Strategies - 2006

Strategic Goal: Through thoughtful and aggressive government and community action...

- ❖ maintain an intact community, and
- ❖ minimize the health, social and economic impacts of pandemic influenza

Key Public Health Strategies - 2006

❖ Response to a pandemic will rest largely on:

❖ *Individual prevention*

❖ *Community prevention and interventions*

Key Public Health Strategies - 2006

❖ Individual-level prevention

- ❖ Cover your cough, wash your hands
- ❖ Protect others (stay home when you're sick)
- ❖ Use medical care services appropriately

These interventions will require:

- ✓ *Community understanding and support*
- ✓ *Effective leadership*
- ✓ *Effective messaging*

Key Public Health Strategies - 2006

- ❖ Community interventions to control spread
 - ❖ *Routine patient isolation*
 - ❖ *Focused contact notification/management*
 - ❖ *Quarantine of small groups*
 - ❖ *Cancellation of specific events*
 - ❖ *Closure of specific facilities*
 - ❖ *Community-wide activity slow downs (“stay at home days”)*

Key Public Health Strategies - 2006

- ❖ Community-level interventions - continued
 - ❖ Closures of businesses, schools, events, and transportation
 - ❖ Strict community-wide quarantine

These interventions will require:

- ✓ *Effective governmental leadership*
- ✓ *Informed decision-making*
- ✓ *Broad-based community understanding and support (business, community members & leaders, various agencies)*

Thoughts Behind These Strategies

1. The health and community impacts of a pandemic cannot be completely avoided

Goals

- ❖ an intact community
- ❖ minimizing health, social and economic impacts

Thoughts Behind These Strategies

2. Vaccine for the next pandemic virus is unlikely to be available in adequate supply (particularly early in the pandemic)

Thoughts Behind These Strategies

3. Antiviral drugs will have a limited role
 - ❖ Federal emphasis on treatment vs. prevention
 - ❖ Limited supply
 - ❖ Other practical limitations

Thoughts Behind These Strategies

4. Before and during a pandemic, there will be open, continuous, uncensored media coverage

Thoughts Behind These Strategies

5. Managing a pandemic flu will require broad community involvement
 - ❖ Government will make some important decisions
 - ❖ Others (schools, business, community organizations, informal leaders) have important roles:
 - Providing input on the impacts and acceptability of disease control options
 - Implementing specific actions within their organizations
 - Influencing and promoting cooperation

Community Engagement Phase I

- ❖ Craft agreement within public health on strategic approaches to managing Pan Flu

Timeline/Status : Complete

Community Engagement Phase

II

- ❖ Gain health provider and academic community input and support on strategic approaches to Pan Flu

Timeline/Status : Nearly complete

Community Engagement Phase

III

- ❖ Inform elected officials and their staff about pandemic flu assumptions and public health intervention approaches

Timeline/Status : Ongoing

Community Engagement Phase

IV

- ❖ Inform other leaders (in business, communities, other governments) about pandemic flu assumptions and public health intervention approaches
- ❖ Engage these leaders in active planning
 - ❖ Within their organizations
 - ❖ With government and other partners

Timeline/Status : Initiated, ongoing through Summer 2006

Community Engagement Phase



- ❖ Assure all stakeholders have common knowledge of what is happening and what needs to be done
- ❖ Develop community operational plans and agreements for real-time decision-making and implementation to assure community support

Timeline/Status : Summer – Fall 2006

Questions/Discussion



**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

Board Clerk Use Only

Meeting Date: 04/13/06
Agenda Item #: E-1
Est. Start Time: 10:45 AM
Date Submitted: 04/13/06

BUDGET MODIFICATION: -

Agenda Title: Executive Session Pursuant to ORS 192.660(2)(h)

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

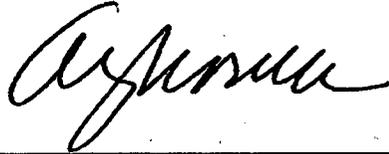
Date Requested:	<u>April 13, 2006</u>	Time Requested:	<u>15-30 mins</u>
Department:	<u>Non-Departmental</u>	Division:	<u>County Attorney</u>
Contact(s):	<u>Agnes Sowle</u>		
Phone:	<u>503 988-3138</u>	Ext.	<u>83138</u>
Presenter(s):	<u>Agnes Sowle and Invited Others</u>		
I/O Address:	<u>503/500</u>		

General Information

1. **What action are you requesting from the Board?**
 No Final Decision will be made in the Executive Session.
2. **Please provide sufficient background information for the Board and the public to understand this issue.**
 Only Representatives of the News Media and Designated Staff are allowed to Attend. Representatives of the News Media and All Other Attendees are Specifically Directed Not to Disclose Information that is the Subject of the Executive Session.
3. **Explain the fiscal impact (current year and ongoing).**
4. **Explain any legal and/or policy issues involved.**
 ORS 192.660(2)(h).
5. **Explain any citizen and/or other government participation that has or will take place.**

Required Signatures

**Department/
Agency Director:**



Date: 03/27/06

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date: