

**ANNOTATED MINUTES**

*Tuesday, October 11, 1994 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland*

**BOARD BRIEFING**

- B-1 Department of Community Corrections Supervision of Sex Offenders.  
Presented by Tamara Holden and Michael Haines.*

**TAMARA HOLDEN, MICHAEL HAINES, MAGGIE MILLER, TOM GRINNELL AND CARY HARKAWAY  
PRESENTATION AND RESPONSE TO BOARD  
QUESTIONS AND DISCUSSION.**

- B-2 Early Childhood Development/Ready to Learn Benchmark Plan, Parents as Teachers Program. Presented by Multnomah Commission on Children and Families, Pauline Anderson, Cornetta Smith, and Helen Richardson.*

**HELEN RICHARDSON AND CAROL WIRE  
PRESENTATION AND RESPONSE TO BOARD  
QUESTIONS.**

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*Tuesday, October 11, 1994 - 1:30 PM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland*

**PLANNING ITEMS**

*Chair Beverly Stein convened the meeting at 1:36 p.m., with Vice-Chair Tanya Collier, Commissioners Sharron Kelley, Gary Hansen and Dan Saltzman present.*

- P-1 CS 6-94 Review the August 24, 1994 Hearings Officer Decision APPROVING, Subject to Conditions, a Change in Zone Designation from MUA-20 to MUA-20, C-S, (Multiple Use Agriculture-20, Community Service) for a Group Care Facility in an Existing Dwelling, for Property Located at 3745 SE 317TH AVENUE, TROUTDALE*

**DECISION READ, NO APPEAL FILED, DECISION STANDS.**

- P-2 C 10-94 First Reading of a Proposed ORDINANCE Amending the Comprehensive Framework Plan Policies and Significant Environmental Concern (SEC) Section of the Zoning Code to Protect Significant Wildlife Habitat, Scenic Views and Streams in the West Hills and Howard Canyon*

*Areas, in Fulfillment of Periodic Review Remand Order Requirements*

**PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER SALTZMAN MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF FIRST READING. SCOTT PEMBLE PRESENTATION AND RESPONSE TO BOARD QUESTIONS. CHARLES CIECKO, DONNA MATRAZZO, JOHN SHERMAN, ARNOLD ROCHLIN AND THOMAS NASH TESTIMONY AND RECOMMENDATIONS CONCERNING VARIOUS AMENDMENTS TO PROPOSED ORDINANCE. JIM EMERSON TESTIMONY IN SUPPORT OF PROPOSED ORDINANCE. NANCY FICK, DONIS McARDLE AND JOSEPH KABDEBO TESTIMONY IN OPPOSITION TO PROPOSED ORDINANCE DUE TO ZONING LIMITATIONS FOR WEST HILLS PROPERTY OWNERS. CHAIR STEIN DIRECTED STAFF TO PROVIDE AREA MAPS AT FUTURE BOARD HEARINGS. AT THE SUGGESTION OF CHAIR STEIN AND UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER SALTZMAN, IT WAS UNANIMOUSLY APPROVED THAT SECTION 11.15.6412(C) BE AMENDED FROM 10 TO 30 DAYS. UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, IT WAS UNANIMOUSLY APPROVED THAT SECTION 11.15.6418 BE AMENDED TO ADD "LIGHTING, AND TIMING OF CONSTRUCTION AND RELATED ACTIVITIES." UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, IT WAS UNANIMOUSLY APPROVED THAT SECTION 11.15.6422(C) BE AMENDED TO ADD "THIS SECTION IS ONLY APPLICABLE FOR WETLAND RESOURCES DESIGNATED 3-C". UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, IT WAS UNANIMOUSLY APPROVED THAT SECTION 11.15.6428 BE AMENDED TO ADD "THIS SECTION IS ONLY APPLICABLE FOR STREAM RESOURCES DESIGNATED 3-C". UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, IT WAS UNANIMOUSLY APPROVED THAT SECTION 11.15.6428(F)(1) BE AMENDED TO ADD "...MINIMUM WIDTH NECESSARY TO ALLOW PASSAGE OF PEAK WINTER FLOWS...". BOARD COMMENTS AND DISCUSSION. JOHN DuBAY, GORDON HOWARD AND SANDY MATHEWSON**

**COMMENTS AND RESPONSE TO ISSUES RAISED DURING PUBLIC TESTIMONY. MR. HOWARD AND MS. MATHEWSON RESPONSE TO BOARD QUESTIONS AND DISCUSSION. COMMISSIONER COLLIER MOVED AND COMMISSIONER SALTZMAN SECONDED, AN AMENDMENT TO PAGE 18, ADDING "AND SHALL BE CONSIDERED IN MAKING A DETERMINATION OF VISUAL SUBORDINATION INCLUDE:". BOARD COMMENTS. AMENDMENT UNANIMOUSLY APPROVED. MR. HOWARD AND MR. SHERMAN RESPONSE TO BOARD QUESTIONS CONCERNING FENCING. CHAIR DIRECTED STAFF TO PREPARE PROPOSED AMENDMENTS AND INFORMATION REGARDING FENCING; THE DEFINITION OF LOT OF RECORD; MINIMUM SETBACK; AND THE IF AVAILABLE FOR PURCHASE ISSUES. CHAIR STEIN DIRECTED MR. PEMBLE TO WORK WITH THE SOIL AND CONSERVATION SERVICE AND THE MULTNOMAH COUNTY SOIL AND WATER CONSERVATION DISTRICT AND TO PREPARE AN AGRICULTURE USES ACTION PLAN AND POSSIBLE FUNDING PACKAGE FOR BOARD BRIEFING WITHIN SIX WEEKS. FIRST READING UNANIMOUSLY APPROVED, AS AMENDED. SECOND READING SCHEDULED FOR TUESDAY, OCTOBER 18, 1994.**

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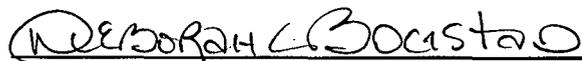
**C 11-94 First Reading of a Proposed ORDINANCE Amending Comprehensive Framework Text Plan Policy 16 - B and MCC 11.15 Regarding the Regulation of Surface Mining and Nearby Surrounding Land Uses in Partial Fulfillment of Periodic Review Work Program Tasks Required to Bring Multnomah County's Land Use Program into Compliance with Statewide Planning Goal 5**

**PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER HANSEN MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF FIRST READING. MR. PEMBLE PRESENTATION. CHARLES CIECKO, SKIP ANDERSON, ARNOLD ROCHLIN AND CHRIS FOSTER TESTIMONY AND RECOMMENDATIONS CONCERNING VARIOUS AMENDMENTS TO PROPOSED ORDINANCE. BOARD COMMENTS. GARY CLIFFORD RESPONSE TO ISSUES RAISED IN PUBLIC HEARING. STAFF DIRECTED TO PROVIDE SPECIFIC INFORMATION AND PREPARE PROPOSED AMENDMENTS PRIOR TO SECOND READING. MR. CLIFFORD RESPONSE TO BOARD QUESTIONS AND DISCUSSION. AT THE**

**REQUEST OF CHAIR STEIN AND UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER SALTZMAN, IT WAS UNANIMOUSLY APPROVED THAT THE RECLAMATION PLAN BE AMENDED TO INCLUDE DOGAMI AND THE DEPARTMENT OF ENVIRONMENTAL QUALITY. MR. CLIFFORD RESPONSE TO BOARD DISCUSSION REGARDING EXEMPTIONS, HILLSIDE AND EROSION CONTROL MEASURES. COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF PROTECTION CONCEPT IN FARM USE AND ZONES OTHER THAN FOREST. MR. CLIFFORD RESPONSE TO BOARD QUESTIONS. BOARD DISCUSSION. MOTION UNANIMOUSLY APPROVED, WITH STAFF DIRECTED TO PROVIDE SPECIFIC LANGUAGE PRIOR TO SECOND READING. STAFF DIRECTED TO DRAFT PROPOSED LANGUAGE CONCERNING QUARRY OPERATION IN RURAL RESIDENTIAL AND RURAL CENTER ZONED AREAS PRIOR TO SECOND READING. DISCUSSION REGARDING INVENTORY PROTECTION. PLANNING STAFF AND COUNTY COUNSEL DIRECTED TO RESPOND TO MR. CIECKO AND MR. ROCHLIN RECOMMENDED AMENDMENTS PRIOR TO SECOND READING. AT THE REQUEST OF CHAIR STEIN AND UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER SALTZMAN, IT WAS UNANIMOUSLY APPROVED THAT PAGE 26 BE AMENDED TO INCLUDE "NOISE AND DUST SENSITIVE LAND USES". MR. FOSTER DISCUSSED THE PLANNING COMMISSION'S THOUGHTS REGARDING INVENTORY PROTECTION AND ESEE ANALYSIS. FIRST READING UNANIMOUSLY APPROVED, AS AMENDED. SECOND READING SCHEDULED FOR TUESDAY, OCTOBER 18, 1994.**

*There being no further business, the meeting was adjourned at 4:30 p.m.*

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

  
\_\_\_\_\_  
**Deborah L. Bogstad**

Thursday, October 13, 1994 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

**MERIT SYSTEM CIVIL SERVICE COUNCIL**  
**APPEAL HEARING**

*Chair Beverly Stein convened the hearing at 9:32 a.m., with Vice-Chair Tanya Collier, Commissioners Sharron Kelley, Gary Hansen and Dan Saltzman present.*

*PH-1 Pursuant to Personnel Rule 23.04 and Multnomah County Code Chapter 3.20.430, the Board of Commissioners Will Conduct a Hearing on the Appeal of the August 22, 1994 Merit System Service Council Remand Decision Concerning Judith May. Upon Conclusion of the Hearing, the Board May Affirm the Council's Decision, Deny the Appeal, or Grant the Appeal But Frame a Different Remedy.*

**CITY ATTORNEY ANNA KANWIT, LEGAL COUNSEL FOR THE BOARD OF COMMISSIONERS, INTRODUCED COUNSEL AND ADVISED EACH SIDE HAS 20 MINUTES, WITH 10 MINUTES FOR BOARD DELIBERATIONS. COUNTY COUNSEL STEVE NEMIROW, REPRESENTING RESPONDENT MULTNOMAH COUNTY, PRESENTED TESTIMONY IN OPPOSITION TO THE BOARD AFFIRMING THE COUNCIL'S DECISION. ATTORNEY DON WILLNER, REPRESENTING APPELLANT JUDITH MAY, PRESENTED TESTIMONY IN SUPPORT OF THE BOARD AFFIRMING THE COUNCIL'S DECISION. MR. NEMINROW AND MR. WILLNER REBUTTAL TESTIMONY. MS. KANWIT EXPLANATION IN RESPONSE TO BOARD QUESTIONS REGARDING THE PARAMETERS FOR A FINDING OF BIAS AND THE DEFINITION OF SUBSTANTIAL EVIDENCE. COMMISSIONER SALTZMAN MOVED AND COMMISSIONER HANSEN SECONDED, TO AFFIRM THE COUNCIL DECISION. BOARD COMMENTS AND DISCUSSION. MS. KANWIT RESPONSE TO BOARD QUESTION CONCERNING RETROACTIVITY ISSUE. MR. NEMINROW AND MR. WILLNER RESPONSE TO BOARD QUESTION REGARDING EVIDENCE OF BIAS. BOARD COMMENTS. MS. KANWIT RESPONSE TO BOARD QUESTION REGARDING SUBSTANTIAL EVIDENCE. MOTION AFFIRMING COUNCIL DECISION UNANIMOUSLY APPROVED.**

*There being no further business, the hearing was adjourned at 10:31 a.m.*

*Thursday, October 13, 1994 - 10:30 AM  
(Or Immediately Following Appeal Hearing)*

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

**REGULAR MEETING**

*Chair Beverly Stein convened the meeting at 10:40 a.m., with Vice-Chair Tanya Collier, Commissioners Sharron Kelley, Gary Hansen and Dan Saltzman present.*

**CONSENT CALENDAR**

***UPON MOTION OF COMMISSIONER KELLEY,  
SECONDED BY COMMISSIONER HANSEN, THE  
CONSENT CALENDAR (ITEMS C-1 THROUGH C-10)  
WAS UNANIMOUSLY APPROVED.***

**DEPARTMENT OF HEALTH**

- C-1 Ratification of Intergovernmental Agreement Contract 200825 Between the State of Oregon, Office of Medical Assistance Programs and Multnomah County, on Behalf of CareOregon, Providing CareOregon Direct Inquiry Only On Line Access to Oregon Health Plan Eligibility Data System to Confirm Client Eligibility, for the Period Upon Execution through June 30, 1999*

**SHERIFF'S OFFICE**

- C-2 Ratification of Intergovernmental Agreement Contract 800515 Between Multnomah County and David Douglas School District, Wherein the Sheriff's Office Will Provide D.A.R.E. (Drug Abuse Resistance Education) Program Services in Eight Elementary Schools, for the Period September 12, 1994 through June 30, 1995*
- C-3 Ratification of Intergovernmental Agreement Contract 800525 Between Multnomah County and Reynolds School District, Wherein the Sheriff's Office Will Provide D.A.R.E. (Drug Abuse Resistance Education) Program Services in Eight Elementary Schools, for the Period September 12, 1994 through June 30, 1995*
- C-4 Ratification of Intergovernmental Agreement Contract 800535 Between Multnomah County and Orient School District, Wherein the Sheriff's Office Will Provide D.A.R.E. (Drug Abuse Resistance Education) Program Services in One Elementary School, for the Period September 12, 1994 through June 30, 1995*
- C-5 Ratification of Intergovernmental Agreement Contract 800545 Between*

*Multnomah County and Parkrose School District, Wherein the Sheriff's Office Will Provide D.A.R.E. (Drug Abuse Resistance Education) Program Services in Four Elementary Schools, for the Period September 12, 1994 through June 30, 1995*

- C-6 *Ratification of Intergovernmental Agreement Contract 800555 Between Multnomah County and Corbett School District, Wherein the Sheriff's Office Will Provide D.A.R.E. (Drug Abuse Resistance Education) Program Services in Two Elementary Schools, for the Period September 12, 1994 through June 30, 1995*
- C-7 *Ratification of Intergovernmental Agreement Contract 800565 Between Multnomah County and Riverdale School District, Wherein the Sheriff's Office Will Provide D.A.R.E. (Drug Abuse Resistance Education) Program Services in One Elementary School, for the Period September 12, 1994 through June 30, 1995*
- C-8 *Ratification of Intergovernmental Agreement Contract 800575 Between the Oregon State Marine Board and Multnomah County, Providing Marine Board Funding for the Sheriff's Office River Patrol to Conduct Marine Law Enforcement Activities for the Period July 1, 1994 through June 30, 1995*

#### **DEPARTMENT OF COMMUNITY CORRECTIONS**

- C-9 *Ratification of Amendment 1 to Intergovernmental Agreement Contract 900374 Between the State of Oregon Department of Corrections and Multnomah County, Transferring the Responsibility of Subsidy Payments to the County, Including Transfer of the Related Funds, for the Period July 1, 1993 through June 30, 1995*
- C-10 *Budget Modification DCC 2, Requesting Authorization to Appropriate Revenue from the State of Oregon Department of Corrections to the DCC Program Development Budget, for the Purpose of Providing Financial Support to Inmates for Release Needs Which May Exceed the Funds They Have Accumulated*

#### **REGULAR AGENDA**

#### **NON-DEPARTMENTAL**

- R-1 *Presentation of "Director's Award" from Oregon Emergency Management Department of State Police, in Recognition of the Participation and Contribution of Multnomah County for Establishment and Support of the Regional Emergency Management Group*

**PENNY MALMQUIST PRESENTATION AND  
SUBMITTAL OF PLAQUE AND CERTIFICATE.**

**COMMUNITY AND FAMILY SERVICES DIVISION**

- R-2 *PUBLIC HEARING to Consider Recommendations of the Technical Review Committee for the Multnomah County Affordable Housing Development Program and BOARD DECISIONS Regarding the Transfer of Tax Foreclosed Property at the Request of the Following Non-Profit Housing Agencies: Habitat for Humanity, Human Solutions, Inc., Christian Women Against Crime, HOST Development, Inc., Rose CDC, Portsmouth Project, Housing Our Families, Sabin CDC, Hacienda CDC and Miracle Revivals, Inc.*

**COMMISSIONER KELLEY MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF TECHNICAL REVIEW COMMITTEE RECOMMENDATIONS. H.C. TUPPER EXPLANATION. ROBERT HARDIES, DORIS SCOTT, NICK SAUVIE, VINCE CHIOTTI, GRETCHEN DURSCH, CHRIS PIERCE, MARINA VELASQUEZ (VIA INTERPRETER MARIA ORONA) AND LORA CRESWICK TESTIMONY IN SUPPORT OF TRANSFERS. MS. CRESWICK RESPONSE TO BOARD QUESTIONS CONCERNING PORTSMOUTH PROJECT. MR. TUPPER RESPONSE TO BOARD QUESTIONS. CHAIR STEIN ACKNOWLEDGED CONCERNS OF HACIENDA CDC AND ADVISED SHE WILL INITIATE A REVISIT OF THE CHAS GOALS. MOTION UNANIMOUSLY APPROVED. [ORDER 94-195]**

**DEPARTMENT OF COMMUNITY CORRECTIONS**

- R-3 *Request for Approval of a Notice of Intent to Apply for a Cooperative Demonstration Program (Correctional Education) Grant from the U.S. Department of Education, to Provide Vocational Training, Placement Assistance, and Job Retention Services for Community Corrections Clients at the Donald H. Londer Center for Learning*

**COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-3. CARY HARKAWAY EXPLANATION. NOTICE OF INTENT UNANIMOUSLY APPROVED.**

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- R-4 *RESOLUTION in the Matter of Relinquishing Responsibility for the Multnomah County Fair to the Friends of the Multnomah County Fair*

**COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-4. BETSY WILLIAMS EXPLANATION. RICK PAUL**

**TESTIMONY. MS. WILLIAMS AND BOARD RESPONSE TO ISSUES RAISED BY MR. PAUL. BOARD COMMENTS. RESOLUTION 94-196 UNANIMOUSLY APPROVED.**

**NON-DEPARTMENTAL**

**R-5 ORDER in the Matter of Property Tax Forgiveness for Real Property Donated to the City of Portland for Park Purposes**

**COMMISSIONER HANSEN MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-5. SUSAN HATHAWAY-MARXER EXPLANATION AND RESPONSE TO BOARD QUESTIONS. ORDER 94-197 UNANIMOUSLY APPROVED.**

**R-6 RESOLUTION in the Matter of Adjusting Salaries for the County Chair and Commissioners to Amounts Less Than Recommendations of the 1994 Salary Commission**

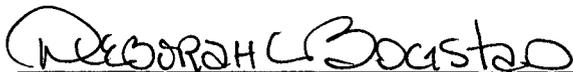
**COMMISSIONER SALTZMAN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-6. DAVE WARREN EXPLANATION. BOARD COMMENTS. RESOLUTION 94-198 UNANIMOUSLY APPROVED.**

**PUBLIC COMMENT**

**R-7 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.**

*There being no further business, the meeting was adjourned at 11:47 a.m.*

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

  
\_\_\_\_\_  
**Deborah L. Bogstad**



# MULTNOMAH COUNTY OREGON

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

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

## AGENDA

### MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

#### FOR THE WEEK OF

#### OCTOBER 10, 1994 - OCTOBER 14, 1994

- Tuesday, October 11, 1994 - 9:30 AM - Board Briefings . . . . . Page 2*
- Tuesday, October 11, 1994 - 1:30 PM - Planning Items . . . . . Page 2*
- Thursday, October 13, 1994 - 9:30 AM - Appeal Hearing . . . . . Page 3*
- Thursday, October 13, 1994 - 10:30 AM - Regular Meeting . . . . . Page 3*  
*(Or Immediately Following Appeal Hearing)*

#### FUTURE MEETING CHANGES/CANCELLATIONS

- Tuesday, 11/15/94 - Cancelled/AOC Conference*
- Thursday, 11/17/94 - Cancelled/AOC Conference*
- Tuesday, 11/22/94 - 9:30 AM Regular Meeting Scheduled*
- Thursday, 11/24/94 - Cancelled/Holiday*

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

- Thursday, 6:00 PM, Channel 30*
- Friday, 10:00 PM, Channel 30*
- Saturday, 12:30 PM, Channel 30*
- Sunday, 1:00 PM, Channel 30*

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

Tuesday, October 11, 1994 - 9:30 AM

Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

**BOARD BRIEFING**

- B-1 *Department of Community Corrections Supervision of Sex Offenders. Presented by Tamara Holden and Michael Haines. (1 HOUR REQUESTED.)*
- B-2 *Early Childhood Development/Ready to Learn Benchmark Plan, Parents as Teachers Program. Presented by Multnomah Commission on Children and Families, Pauline Anderson, Cornetta Smith, and Helen Richardson. (15 MINUTES REQUESTED.)*
- 

Tuesday, October 11, 1994 - 1:30 PM

Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

**PLANNING ITEMS**

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Thursday, October 13, 1994 - 9:30 AM

Multnomah County Courthouse, Room 602  
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**MERIT SYSTEM CIVIL SERVICE COUNCIL**  
**APPEAL HEARING**

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Thursday, October 13, 1994 - 10:30 AM  
(Or Immediately Following Appeal Hearing)

Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

**REGULAR MEETING**

**CONSENT CALENDAR**

**DEPARTMENT OF HEALTH**

C-1 Ratification of Intergovernmental Agreement Contract 200825 Between the State of Oregon, Office of Medical Assistance Programs and Multnomah County, on Behalf of CareOregon, Providing CareOregon Direct Inquiry Only On Line Access to Oregon Health Plan Eligibility Data System to Confirm Client Eligibility, for the Period Upon Execution through June 30, 1999

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**DEPARTMENT OF COMMUNITY CORRECTIONS**

- C-9 *Ratification of Amendment 1 to Intergovernmental Agreement Contract 900374 Between the State of Oregon Department of Corrections and Multnomah County, Transferring the Responsibility of Subsidy Payments to the County, Including Transfer of the Related Funds, for the Period July 1, 1993 through June 30, 1995*
- C-10 *Budget Modification DCC 2, Requesting Authorization to Appropriate Revenue from the State of Oregon Department of Corrections to the DCC Program Development Budget, for the Purpose of Providing Financial Support to Inmates for Release Needs Which May Exceed the Funds They Have Accumulated*

**REGULAR AGENDA**

**NON-DEPARTMENTAL**

- R-1 *Presentation of "Director's Award" from Oregon Emergency Management*

*Department of State Police, in Recognition of the Participation and Contribution of Multnomah County for Establishment and Support of the Regional Emergency Management Group*

**COMMUNITY AND FAMILY SERVICES DIVISION**

- R-2 *PUBLIC HEARING to Consider Recommendations of the Technical Review Committee for the Multnomah County Affordable Housing Development Program and BOARD DECISIONS Regarding the Transfer of Tax Foreclosed Property at the Request of the Following Non-Profit Housing Agencies: Habitat for Humanity, Human Solutions, Inc., Christian Women Against Crime, HOST Development, Inc., Rose CDC, Portsmouth Project, Housing Our Families, Sabin CDC, Hacienda CDC and Miracle Revivals, Inc. (30 MINUTES REQUESTED.)*

**DEPARTMENT OF COMMUNITY CORRECTIONS**

- R-3 *Request for Approval of a Notice of Intent to Apply for a Cooperative Demonstration Program (Correctional Education) Grant from the U.S. Department of Education, to Provide Vocational Training, Placement Assistance, and Job Retention Services for Community Corrections Clients at the Donald H. Londer Center for Learning*

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- R-4 *RESOLUTION in the Matter of Relinquishing Responsibility for the Multnomah County Fair to the Friends of the Multnomah County Fair*

**NON-DEPARTMENTAL**

- R-5 *ORDER in the Matter of Property Tax Forgiveness for Real Property Donated to the City of Portland for Park Purposes*
- R-6 *RESOLUTION in the Matter of Adjusting Salaries for the County Chair and Commissioners to Amounts Less Than Recommendations of the 1994 Salary Commission*

**PUBLIC COMMENT**

- R-7 *Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.*

MEETING DATE: OCT 13 1994

AGENDA NO.: C-1

(Above space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Ratification of IGA with Office of Medical Assistance Programs

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: October 13, 1994

Amount of Time Needed: Less than 5 minutes

DEPARTMENT: Health DIVISION: \_\_\_\_\_

CONTACT: Tom Fronk TELEPHONE #: 4274

BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Tom Fronk/Mary Lou Hennrich

**ACTION REQUESTED:**

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

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

Office of Medical Assistance Programs (OMAP) agrees to allow CareOregon to have "direct inquiry access" to its Oregon Health Plan eligiblility data system to confirm client eligibility.

10/21/94 ORIGINALS TO JIM KENNEDY

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

Or

DEPARTMENT MANAGER: Billi Adgaard

BOARD OF  
COUNTY COMMISSIONERS  
1994 OCT -4 AM 10:12  
MULTNOMAH COUNTY  
OREGON

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

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



# MULTNOMAH COUNTY OREGON



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

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

## MEMORANDUM

TO: Board of County Commissioners

FROM: Billi Odegaard, Director of Health Department

REQUESTED PLACEMENT DATE: October ~~21~~<sup>13</sup>, 1994

DATE: September 30, 1994

SUBJECT: Intergovernmental agreement (IGA) with Office of Medical Assistance Programs(OMAP) on behalf of CareOregon

- I. Recommendation/Action Requested: Request approval of this IGA with OMAP on behalf of CareOregon for the period upon execution through June 30, 1999.
- II. Background/Analysis: This IGA give CareOregon access to OMAP's medical eligibility data system to confirm eligibility of Oregon Health Plan clients. This allows CareOregon to avoid using the telephone to confirm eligibility of Oregon Health Plan clients.
- III. Financial Impact: There are no costs associated with this IGA. The Health Department currently has access to OHSU's computer system. Therefore there are no start up or on-going costs.
- IV. Legal Issues: None.
- V. Controversial Issues: None.
- VI. Link to Current County Policies: This IGA is in direct support of CareOregon.
- VII. Citizens Participation: None.
- VIII. Other Government Participation: This IGA also involves OHSU.



CONTRACT APPROVAL FORM  
(See Administrative Procedure #2106)

Contract # 200825  
Amendment # \_\_\_\_\_

MULTNOMAH COUNTY OREGON

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input checked="" type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement  <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-1</u> DATE <u>10/13/94</u>  <u>DEB BOGSTAD</u>          BOARD CLERK</p>
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Department Health Division \_\_\_\_\_ Date 14 SEP 94

Contract Originator Jim Kennedy Phone 6747 Bldg/Room 160/8

Administrative Contact Tom Fronk Phone 4274 Bldg/Room 160/7

Description of Contract Dept of Human Resources agrees to allow CareOregon to have "direct inquiry-only on line access" to its medical assistance eligibility date system. It allows CareOregon to avoid using the telephone to confirm eligibility of Oregon Health Plan clients.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is  MBE  WBE  QRF

Contractor Name Office of Medical Assistance Programs (OMAP)  
 Mailing Address 500 Summer St NE  
Salem, Oregon 97310-1014  
 Phone 503-378-2263/945-6939  
 Employer ID# or SS# \_\_\_\_\_  
 Effective Date upon execution  
 Termination Date June 30, 1999  
 Original Contract Amount \$ 0 no charge  
 Total Amount of Previous Amendments \$ \_\_\_\_\_  
 Amount of Amendment \$ \_\_\_\_\_  
 Total Amount of Agreement \$ \_\_\_\_\_

Remittance Address \_\_\_\_\_  
 (If Different) \_\_\_\_\_  
 Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_  
 Lump Sum \$ \_\_\_\_\_  Due on receipt  
 Monthly \$ \_\_\_\_\_  Net 30  
 Other \$ \_\_\_\_\_  Other \_\_\_\_\_  
 Requirements contract - Requisition required.  
 Purchase Order No. \_\_\_\_\_  
 Requirements Not to Exceed \$ \_\_\_\_\_

REQUIRED SIGNATURES:-  
 Department Manager Bill Adgaard  
 Purchasing Director \_\_\_\_\_  
 (Class II Contracts Only)  
 County Counsel \_\_\_\_\_  
 County Chair / Sheriff Barbly Stein  
 Contract Administration \_\_\_\_\_  
 (Class I, Class II Contracts Only)

Encumber: Yes  No   
 Date 9/18/94  
 Date \_\_\_\_\_  
 Date 9/30/94  
 Date October 13, 1994  
 Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT \$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	390	015	0650			6110			OMAP	no charge	
02.											
03.											

OMAP Contract #40098

## INTERGOVERNMENTAL AGREEMENT

This agreement is between the State of Oregon Department of Human Resources, Office of Medical Assistance Programs, hereafter call "OMAP", and

CARE OREGON  
1500 SW First, Suite 250  
Portland, Oregon 97201  
Attn: Sandy Leybold

hereafter called "CONTRACTOR".

### I. TERM

This contract shall become effective on September 1, 1994 or the date at which every party has signed this contract, whichever date is later. This contract shall expire, unless otherwise terminated or extended, on June 30, 1999.

### II. PURPOSE

#### OMAP

The Department of Human Resources (DHR), is the umbrella agency under ORS 184.750, charged with operating programs to provide Human Resource programs and services to the citizens of Oregon. Within this array of programs are medical assistance programs. The Office of Medical Assistance Programs (OMAP) is responsible for operating medical assistance programs for the State of Oregon for persons who meet specified eligibility criteria.

DHR, through various divisions, including Adult and Family Services Division, operates and maintains a data system which verifies eligibility for public assistance clients and OMAP. The data system contains confidential medical program information on over 200,000 Oregon citizens, and includes a telephone-access Automated Information System (AIS).

OMAP programs are regulated by Oregon law under ORS Chapters 410 - 414, OMAP's administrative rules, by Federal Law under the Social Security Act, and regulations promulgated by the federal agencies.



Barbara Roberts  
Governor

500 Summer Street NE  
Salem OR 97310-1014  
Salem - (503) 378-2263  
FAX - (503) 373-7689  
TDD - (503) 378-6791

OMAP has established Administrative Rules for the Medical Assistance program under the titles of Medical Provider Guides. These rules specify which services are covered and the conditions for compliance by the various medical providers.

The Federal Medicaid Program has established regulations under 42 CFR Subchapter C Medical Assistance Program. These regulations must be complied with in order to receive the federal matching funds necessary for the operation of OMAP medical programs.

The purpose of this Agreement is to provide a service, as is allowed under 42 CFR 431.302 (c), to OMAP clients.

OMAP has determined that a benefit will arise in the reduction of ACES staff time through the substitution of direct inquiry-only access to OMAP's data system by Contractor staff. OMAP has also determined that no new information will be accessed, but that the method of accessing information will change.

### **CONTRACTOR**

In the course of its operations Contractor bills OMAP for medical services for OMAP clients or persons who are eligible to become OMAP clients.

Contractor has determined that having inquiry-only on-line access to OMAP data system would be of benefit to both Contractor and to those patients who are eligible for assistance under OMAP medical programs.

The benefits to Contractor arise from efficient use of Contractor's resources through the avoidance of the present time-consuming practice of telephone access to ACES to confirm the eligibility of OMAP clients.

### **III. ACCESS SERVICES TO BE PROVIDED**

The OMAP agrees to allow CONTRACTOR to connect its data system and terminals to the OMAP data system. This agreement is conditioned on the agreement of CONTRACTOR, and all of the employees, officers, agents and contractors, to comply fully with the following access constraints:

- A. Access to OMAP data system through these terminals shall be limited to personnel who have been appropriately instructed in the safeguarding and confidentiality of information and who have agreed to comply with the terms of this Agreement;
- B. That the use of the terminals to access OMAP files shall be used only for accessing the data on those persons who claim to be present medical program clients of OMAP. The data authorized for viewing by CONTRACTOR is:

1. Client name
2. Date of birth
3. Sex
4. The program code describing coverage
5. The date eligibility is established
6. Remaining benefit days and explanation of benefits
7. Welfare assistance worker identification code
8. Branch office identification code
9. Third party liability information

- C. that the terminals will be used in as many instances as possible in lieu of direct contacts with OMAP ACES Hotline and other OMAP staff;
- D. that, irrespective of the potential for accessing additional information, that the information accessed will be limited to that required for determining the eligibility of the client to OMAP services, or claims data submitted by CONTRACTOR;
- E. that all of the information will be safeguarded to the extent required under both the prevailing standards for medical records confidentiality and the additional requirements specified under 42 CFR Part 431, subpart F; 42 CFR Part 431, subpart F is attached hereto, and made a part of this Agreement;
- F. that CONTRACTOR will establish and maintain procedures including training, passwords, and restricted sign-ons, to ensure the requirements of this Agreement are fully met.

#### **IV. CONSIDERATION**

There is no charge by OMAP to CONTRACTOR for access to the information described in Section 6, Access Services to be Provided, and no charge by CONTRACTOR to OMAP for these services.

CONTRACTOR shall bear all costs associated with establishing and maintaining the telecommunications link to access the information provided under this Agreement.

If CONTRACTOR requires the installation of a telecommunications link, CONTRACTOR agrees to reimburse OMAP a one-time charge of \$420.00 for installing a telecommunications line to CONTRACTOR'S place of business.

If OMAP installs a telecommunications line to CONTRACTOR'S place of business, then CONTRACTOR agrees to pay OMAP \$100.00 per month to cover OMAP'S ongoing cost of providing the telecommunication's line.

CONTRACTOR shall make all payments due OMAP within 30 days of receipt of billing from OMAP.

CONTRACTOR shall send all payments to:

Administrative Payments Unit  
General Accounting Unit  
Adult and Family Services Unit  
500 Summer St. N.E.  
Salem, OR 97310-1014

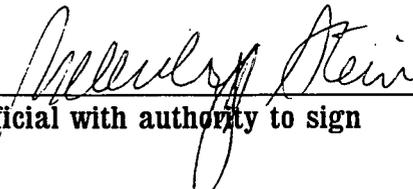
No other costs are to be paid by CONTRACTOR, to OMAP, for services provided under this Agreement.

Any of the parties may terminate this Agreement without notice if legislatively appropriated funds are no longer available or federal government requirements mandate a cessation to the work described herein.

**V. AMENDMENTS TO THIS AGREEMENT**

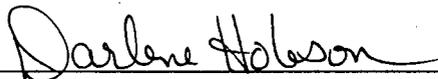
The terms of this agreement shall not be waived, altered, modified, or amended in any manner whatsoever except by written instrument signed by all parties to this Agreement.

**VI. AGREED:**

 October 13, 1994  
County Official with authority to sign Date

Beverly Stein, Multnomah County Chair  
Name & Title (County Signature)

\_\_\_\_\_  
Assistant Director, OMAP Date

 9-26-94  
Contracts Officer, OMAP Date

REVIEWED:

Laurence B. Kressel, County Counsel for  
Multnomah County, Oregon

By   
Laurence Kressel

DMHC:OMAP\40098.ON\15EPT94  
APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-1 DATE 10/13/94  
DEB BOGSTAD  
BOARD CLERK

EXHIBIT C

CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR

CONTRACTOR IS A CORPORATION.

CORPORATION CERTIFICATION: I, undersigned, authorized to act on behalf of entity designated below, hereby certify under penalty of perjury that entity is a corporation.

Signature \_\_\_\_\_ Date \_\_\_\_\_ Entity \_\_\_\_\_

If entity is not a corporation, Agency and Contractor complete the remainder of this form.

CONTRACTOR IS INDEPENDENT

Contractor certifies he/she meets the following standards:

- 1. I am registered under ORS chapter 701 to provide labor or services for which such registration is required.
2. I have filed federal and state income tax returns in the name of my business or a business Schedule C as part of the personal income tax return, for the previous year, for labor or services performed as an independent contractor in the previous year.
3. I represent to the public that the labor or services are to be provided by my independently established business as four (4) or more of the following circumstances exist. (Please check four or more of the following:)
A. The labor or services are primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence, which is set aside as the location of the business.
B. Commercial advertising or business cards are purchased for the business, or I have a trade association membership;
C. Telephone listing is used for the business that is separate from the personal residence listing.
D. Labor or services are performed only pursuant to written contracts.
E. Labor or services are performed for two or more different persons within a period of one year.
F. I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_

AGENCY APPROVAL

ORS 670.600 Independent contractor standards. As used in various provisions of ORS chapters 316, 656, 657 and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent contractor" if the standards of this section are met. State agency certifies the contracted work meets the following standards:

- 1. The Contractor is free from direction and control over the means and manner of providing the labor or services, subject only to the specifications of the desired results.
2. The Contractor is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local ordinances.
3. The Contractor furnishes the tools or equipment necessary for the contracted labor or services.
4. The Contractor has the authority to hire and fire employees to perform the labor or services.
5. Payment to the Contractor is made upon completion of the performance or is made on the basis of a periodic retainer.

Agency Signature \_\_\_\_\_ Date October 13, 1994

Beverly Stein Multnomah County Chair

## Access to OMAP's Computer Provides:



### Patient eligibility information

- ⊗ Third party resources
- ⊗ The dates of service covered by OMAP (Office of Medical Assistance Programs)
- ⊗ The services covered by OMAP based on the patient's program eligibility
- ⊗ Restrictions to certain doctors or pharmacies
- ⊗ The number of hospital days used



The ability to find a patient's ID number when you have the exact name, date of birth, and sex (female/male)



### CPT and NDC procedure code information

- ⊗ If the NDC, TOS/procedure code is covered by OMAP
- ⊗ If the NDC, TOS/procedure code requires prior authorization



Claim status information (pending, paid or denied)

## How to Access OMAP's Computer

**Dial-up:** Provides periodic access to OMAP's computer through a modem installed in a personal computer. The personal computer's modem must call (dial-up) OMAP's computer each time access to OMAP's information is needed. Dial-up is recommended if the need to access OMAP's computer is infrequent.

**Equipment Needed:** V.32 modem, personal computer with Netsoft terminal emulation software. **Cost of Software:** \$245 to \$395 (30 day money back guarantee). Available through Netsoft, 39 Argonaut, Laguna Hills CA 92656, call 714-768-4013

The Netsoft software provides extra security for our computer information. A version of the Netsoft software is included in Microsoft's Windows NT (New Technology).

**Leased Telecommunication Line:** Provides uninterrupted access to OMAP's computer through a leased telecommunication line installed directly to your office. A leased telecommunication line is recommended if the need to access OMAP's computer is frequent.

**Equipment Needed:** A personal computer with terminal emulation software or "dumb terminal". A modem will be provided. If you already have a modem that you want to use, our staff will contact you to insure that the modem is compatible with existing equipment. **Line Installation Cost:** \$420.00. **Monthly Line Cost:** \$100.00.

For further information, call Diana Maloney at 503-945-6563.

## Health Care Financing Administration.

### Subpart F—Safeguarding Information on Applicants and Recipients

SOURCE: 44 FR 17934, Mar. 29, 1979, unless otherwise noted.

#### § 431.300 Basis and purpose.

(a) Section 1902(a)(7) of the Act requires that a State plan must provide safeguards that restrict the use or disclosure of information concerning applicants and recipients to purposes directly connected with the administration of the plan. This subpart specifies State plan requirements, the types of information to be safeguarded, the conditions for release of safeguarded information, and restrictions on the distribution of other information.

(b) Section 1137 of the Act, which requires agencies to exchange information in order to verify the income and eligibility of applicants and recipients (see § 435.940(f)), requires State agencies to have adequate safeguards to assure that—

(1) Information exchanged by the State agencies is made available only to the extent necessary to assist in the valid administrative needs of the program receiving the information, and information received under section 6103(l) of the Internal Revenue Code of 1954 is exchanged only with agencies authorized to receive that information under that section of the Code; and

(2) The information is adequately stored and processed so that it is protected against unauthorized disclosure for other purposes.

[51 FR 7210, Feb. 28, 1986]

#### § 431.301 State plan requirements.

A State plan must provide, under a State statute that imposes legal sanctions, safeguards meeting the requirements of this subpart that restrict the use or disclosure of information concerning applicants and recipients to purposes directly connected with the administration of the plan.

#### § 431.302 Purposes directly related to State plan administration.

Purposes directly related to plan administration include—

- (a) Establishing eligibility;
- (b) Determining the amount of medical assistance;
- (c) Providing services for recipients; and
- (d) Conducting or assisting an investigation, prosecution, or civil or criminal proceeding related to the administration of the plan.

#### § 431.303 State authority for safeguarding information.

The Medicaid agency must have authority to implement and enforce the provisions specified in this subpart for safeguarding information about applicants and recipients.

#### § 431.304 Publicizing safeguarding requirements.

(a) The agency must publicize provisions governing the confidential nature of information about applicants and recipients, including the legal sanctions imposed for improper disclosure and use.

(b) The agency must provide copies of these provisions to applicants and recipients and to other persons and agencies to whom information is disclosed.

#### § 431.305 Types of information to be safeguarded.

(a) The agency must have criteria that govern the types of information about applicants and recipients that are safeguarded.

(b) This information must include at least—

- (1) Names and addresses;
  - (2) Medical services provided;
  - (3) Social and economic conditions or circumstances;
  - (4) Agency evaluation of personal information;
  - (5) Medical data, including diagnosis and past history of disease or disability; and
  - (6) Any information received for verifying income eligibility and amount of medical assistance payments (see § 435.940(f)). Income information received from SSA or the Internal Revenue Service must be safeguarded according to the requirements of the agency that furnished the data.
- (7) Any information received in connection with the identification of legally liable third party resources under § 433.138 of this chapter.

[44 FR 17934, Mar. 29, 1979, as amended at 51 FR 7210, Feb. 28, 1986; 52 FR 5975, Feb. 27, 1987]

#### § 431.306 Release of information.

(a) The agency must have criteria specifying the conditions for release and use of information about applicants and recipients.

(b) Access to information concerning applicants or recipients must be restricted to persons or agency representatives who are subject to standards of confidentiality that are comparable to those of the agency.

(c) The agency must not publish names of applicants or recipients.

(d) The agency must obtain permission from a family or individual, whenever possible, before responding to a request for information from an outside source, unless the information is to be used to verify income, eligibility and the amount of medical assistance payment under section 1137 of this Act and §§ 435.940 through 435.965 of this chapter.

If, because of an emergency situation, time does not permit obtaining consent before release, the agency must notify the family or individual immediately after supplying the information.

(e) The agency's policies must apply to all requests for information from outside sources, including governmental bodies, the courts, or law enforcement officials.

(f) If a court issues a subpoena for a case record or for any agency representative to testify concerning an applicant or recipient, the agency must inform the court of the applicable statutory provisions, policies, and regulations restricting disclosure of information.

(g) Before requesting information from, or releasing information to, other agencies to verify income, eligibility and the amount of assistance under §§ 435.940 through 435.965 of this chapter, the agency must execute data exchange agreements with those agencies, as specified in § 435.945(f).

(h) Before requesting information from, or releasing information to,

other agencies to identify legally liable third party resources under § 433.138(d) of this chapter, the agency must execute data exchange agreements, as specified in § 433.138(h)(2) of this chapter.

[44 FR 17934, Mar. 29, 1979, as amended at 51 FR 7210, Feb. 28, 1986; 52 FR 5975, Feb. 27, 1987]

#### § 431.307 Distribution of information materials.

(a) All materials distributed to applicants, recipients, or medical providers must—

- (1) Directly relate to the administration of the Medicaid program;
  - (2) Have no political implications;
  - (3) Contain the names only of individuals directly connected with the administration of the plan; and
  - (4) Identify those individuals only in their official capacity with the State or local agency.
- (b) The agency must not distribute materials such as "holiday" greetings, general public announcements, voting information, and alien registration notices.

(c) The agency may distribute materials directly related to the health and welfare of applicants and recipients, such as announcements of free medical examinations, availability of surplus food, and consumer protection information.

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA between David Douglas School District and the Sheriff's Office

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: October 13, 1994

Amount of Time Needed: 5 minutes

DEPARTMENT: Sheriff's Office DIVISION: Enforcement

CONTACT: Larry Aab TELEPHONE #: 251-2489  
BLDG/ROOM #: 313/231

PERSON(S) MAKING PRESENTATION: Bob Skipper, Sheriff

**ACTION REQUESTED:**

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

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

Intergovernmental Agreement between David Douglas School District and the Sheriff's Office, Contract #800515, to provide the D.A.R.E. (Drug Abuse Resistance Education) program in the elementary schools. Renewal.

*10/21/94 ORIGINALS TO LARRY AAB VIA HEIDI P*

**CONSENT**

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: *Bob Skipper*  
*J.R.*

OR

DEPARTMENT MANAGER: \_\_\_\_\_

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF  
CLATSOP COUNTY  
1994 OCT -4 PM 1:19  
CLATSOP COUNTY  
OREGON



**CONTRACT APPROVAL FORM**  
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800515  
Amendment # \_\_\_\_\_

<p><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p><b>CLASS II</b></p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p><b>CLASS III</b></p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-2</u> DATE <u>10/13/94</u></p> <p><u>DEB BOGSTAD</u></p> <p>BOARD CLERK</p>
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Department Sheriff's Office Division Enforcement Date September 23, 1994

Contract Originator Capt. Rod Englert Phone 251-2513 Bldg/Room 313/

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

Description of Contract Provide D.A.R.E. program in elementary schools.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is  MBE  WBE  QRF

Contractor Name David Douglas School District

Mailing Address 1500 SE 130th Ave  
Portland, OR 97233

Phone 252-2900 Anthony Palermini, Superintendent

Employer ID# or SS# 93-6014226

Effective Date September 1<sup>st</sup>, 1994

Termination Date June 30, 1995

Original Contract Amount \$ 7,724.00

Total Amount of Previous Amendments \$ \_\_\_\_\_

Amount of Amendment \$ \_\_\_\_\_

Total Amount of Agreement \$ \_\_\_\_\_

Remittance Address \_\_\_\_\_  
(If Different)

Payment Schedule	Terms
<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on receipt
<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other _____
<input type="checkbox"/> Requirements contract - Requisition required.	
Purchase Order No. _____	
<input type="checkbox"/> Requirements Not to Exceed \$ _____	

**REQUIRED SIGNATURES:**

Department Manager [Signature]

Purchasing Director (Class II Contracts Only) [Signature]

County Counsel [Signature]

County Chair / Sheriff [Signature]

Contract Administration (Class I, Class II Contracts Only) \_\_\_\_\_

Encumber: Yes  No

Date September 23, 1994

Date \_\_\_\_\_

Date 10-3-94

Date October 13, 1994

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT	\$
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	180	025	3116			2787					
02.											
03.											

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

## INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into pursuant to the authority found in ORS 190.010 et seq. and ORS 206.345 by and between Multnomah County Sheriff's Office (MCSO), jointly with and on behalf of Multnomah County (COUNTY), and David Douglas School District (DISTRICT). As used in this Agreement, MCSO, COUNTY and DISTRICT will be referred to collectively as the "parties."

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

### I. DESCRIPTION OF SERVICES

#### A. MCSO shall provide the following services:

1. A Deputy Sheriff to instruct the D.A.R.E. (Drug Abuse Resistance Education) program in eight (8) elementary schools one day each week for 17 weeks.
2. Supplies to include workbooks, T-shirts and miscellaneous other items.

### II. COMPENSATION

The DISTRICT shall pay the MCSO \$7,724.00.

### III. PERSONNEL

- A. The MCSO agrees to provide Deputy Sheriffs for the performance of the duties outlined in Section I of this Agreement. These persons are hereinafter referred to as "ASSIGNED PERSONNEL."
- B. The MCSO and DISTRICT agree that the ASSIGNED PERSONNEL shall be and remain employees of the MCSO and shall be supervised by MCSO and shall perform their duties in accordance with the administrative and operational procedures of MCSO.
- C. DISTRICT does not assume any liability for the direct payment of any wages, salaries or other compensation to ASSIGNED PERSONNEL performing services pursuant to the terms of this Agreement or for any other liability not provided for in this Agreement.

- 1 D. The MCSO shall maintain Workers' Compensation  
2 insurance coverage for ASSIGNED PERSONNEL, either  
3 as a carrier insured employer or a self-insured  
4 employer as provided in ORS chapter 656.
- 5 E. DISTRICT shall supply MCSO a Certificate or copy  
6 showing workers' compensation insurance.
- 7 F. If insurance coverage is due to expire before  
8 completion of the work, DISTRICT shall renew or  
9 replace such insurance coverage and provide MCSO  
10 compliance with this section.

11 IV. INDEMNIFICATION AND LIABILITY

- 12 A. Subject to the limitations of the Oregon Torts  
13 Claims Act and the Oregon Constitution, MCSO and  
14 the COUNTY shall indemnify, defend and hold  
15 harmless DISTRICT, its officers, employees and  
16 agents from all claims, suits, actions or expenses  
17 of any nature resulting from or arising out of the  
18 acts, errors or omissions of MCSO personnel acting  
19 pursuant to the terms of this Agreement.
- 20 B. Subject to the limitations of the Oregon Torts  
21 Claims Act and the Oregon Constitution, DISTRICT  
22 shall indemnify, defend and hold harmless COUNTY  
23 and MCSO, their officers, employees and agents  
24 from all claims, suits, actions or expenses of any  
25 nature resulting from or arising out of the acts,  
26 errors or omissions of DISTRICT personnel acting  
27 pursuant to the terms of this Agreement.

28 V. TERM

- 1 A. Effective date of Agreement will begin on  
2 September 12, 1994 and terminate June 30, 1995.
- 3 B. This contract may be terminated by mutual consent  
4 of both parties, or by either party upon thirty  
5 (30) days notice, in writing, and delivered by  
6 certified mail or in person.
- 7 C. Upon termination before completion of the  
8 services, payment to MCSO shall be prorated to and  
9 include the day of termination and shall be in  
10 full satisfaction of all claims by MCSO against  
11 DISTRICT under this agreement.

D. Termination under any provision of this paragraph shall not affect any right, obligation or liability of DISTRICT or MCSO which accrued prior to termination.

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

MULTNOMAH COUNTY, OREGON

DAVID DOUGLAS SCHOOL DISTRICT

By: *Beverly Stein*  
Beverly Stein, Chair

By: \_\_\_\_\_

Date: October 13, 1994

Title: \_\_\_\_\_

Federal ID#: 93-6014226

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Bob Skipper, Sheriff

Date: \_\_\_\_\_

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

By: *Jacqueline Weber*  
Jacqueline Weber

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-2 DATE 10/13/94  
DEB BOGSTAD  
BOARD CLERK

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA between Reynolds School District and the Sheriff's Office

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: October 13, 1994

Amount of Time Needed: 5 minutes

DEPARTMENT: Sheriff's Office DIVISION: Enforcement

CONTACT: Larry Aab TELEPHONE #: 251-2489  
BLDG/ROOM #: 313/231

PERSON(S) MAKING PRESENTATION: Bob Skipper, Sheriff

**ACTION REQUESTED:**

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

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

Intergovernmental Agreement between Reynolds School District and the Sheriff's Office, Contract #800525, to provide the D.A.R.E. (Drug Abuse Resistance Education) program in the elementary schools. Renewal.

10/21/94 ORIGINALS TO LARRY AAB VIA H&OP

**CONSENT**

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: Bob Skipper Jr.

OR

DEPARTMENT MANAGER: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
OCT 13 1994 11:19 AM

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



CONTRACT APPROVAL FORM  
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800525  
Amendment # \_\_\_\_\_

<p style="text-align: center;">CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p style="text-align: center;">CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p style="text-align: center;">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-3</u> DATE <u>10/13/94</u>  <u>DEB BOGSTAD</u>          BOARD CLERK</p>
--	--	--

Department Sheriff's Office Division Enforcement Date September 23, 1994

Contract Originator Capt. Rod Englert Phone 251-2513 Bldg/Room 313/

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

Description of Contract Provide D.A.R.E. program in elementary schools.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is  MBE  WBE  QRF

Contractor Name Reynolds School District  
 Mailing Address 1204 NE 201st  
Troutdale, OR 97060  
 Phone 661-7200 John Deeder, Asst. Superintendent  
 Employer ID# or SS# 93-60000836  
 Effective Date September 12, 1994  
 Termination Date June 30, 1995  
 Original Contract Amount \$ 8,459.00  
 Total Amount of Previous Amendments \$ \_\_\_\_\_  
 Amount of Amendment \$ \_\_\_\_\_  
 Total Amount of Agreement \$ \_\_\_\_\_

Remittance Address \_\_\_\_\_  
(If Different) \_\_\_\_\_

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_

Lump Sum \$ \_\_\_\_\_  Due on receipt  
 Monthly \$ \_\_\_\_\_  Net 30  
 Other \$ \_\_\_\_\_  Other \_\_\_\_\_  
 Requirements contract - Requisition required.  
 Purchase Order No. \_\_\_\_\_  
 Requirements Not to Exceed \$ \_\_\_\_\_

**REQUIRED SIGNATURES:**

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

Encumber: Yes  No   
 Date September 23, 1994  
 Date \_\_\_\_\_  
 Date 10-3-94  
 Date October 13, 1994  
 Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT	\$
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	180	025	3116			To follow					
02.											
03.											

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

## INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into pursuant to the authority found in ORS 190.010 et seq. and ORS 206.345 by and between Multnomah County Sheriff's Office (MCSO), jointly with and on behalf of Multnomah County (COUNTY), and Reynolds School District (DISTRICT). As used in this Agreement, MCSO, COUNTY and DISTRICT will be referred to collectively as the "parties."

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

### I. DESCRIPTION OF SERVICES

#### A. MCSO shall provide the following services:

1. A Deputy Sheriff to instruct the D.A.R.E. (Drug Abuse Resistance Education) program in eight (8) elementary schools, one day each week for 17 weeks.
2. Supplies to include workbooks, T-shirts and miscellaneous other items.

### II. COMPENSATION

The DISTRICT shall pay the MCSO \$8,459.00.

### III. PERSONNEL

- A. The MCSO agrees to provide Deputy Sheriffs for the performance of the duties outlined in Section I of this Agreement. These persons are hereinafter referred to as "ASSIGNED PERSONNEL."
- B. The MCSO and DISTRICT agree that the ASSIGNED PERSONNEL shall be and remain employees of the MCSO and shall be supervised by MCSO and shall perform their duties in accordance with the administrative and operational procedures of MCSO.
- C. DISTRICT does not assume any liability for the direct payment of any wages, salaries or other compensation to ASSIGNED PERSONNEL performing services pursuant to the terms of this Agreement or for any other liability not provided for in this Agreement.

- 1 D. The MCSO shall maintain Workers' Compensation  
2 insurance coverage for ASSIGNED PERSONNEL, either  
3 as a carrier insured employer or a self-insured  
4 employer as provided in ORS chapter 656.
- 5 E. DISTRICT shall supply MCSO a Certificate or copy  
6 showing workers' compensation insurance.
- 7 F. If insurance coverage is due to expire before  
8 completion of the work, DISTRICT shall renew or  
9 replace such insurance coverage and provide MCSO  
10 compliance with this section.

11 IV. INDEMNIFICATION AND LIABILITY

- 12 A. Subject to the limitations of the Oregon Torts  
13 Claims Act and the Oregon Constitution, MCSO and  
14 the COUNTY shall indemnify, defend and hold  
15 harmless DISTRICT, its officers, employees and  
16 agents from all claims, suits, actions or expenses  
17 of any nature resulting from or arising out of the  
18 acts, errors or omissions of MCSO personnel acting  
19 pursuant to the terms of this Agreement.
- 20 B. Subject to the limitations of the Oregon Torts  
21 Claims Act and the Oregon Constitution, DISTRICT  
22 shall indemnify, defend and hold harmless COUNTY  
23 and MCSO, their officers, employees and agents  
24 from all claims, suits, actions or expenses of any  
25 nature resulting from or arising out of the acts,  
26 errors or omissions of DISTRICT personnel acting  
27 pursuant to the terms of this Agreement.

28 V. TERM

- 1 A. Effective date of Agreement will begin on  
2 September 12, 1994 and terminate June 30, 1995.
- 3 B. This contract may be terminated by mutual consent  
4 of both parties, or by either party upon thirty  
5 (30) days notice, in writing, and delivered by  
6 certified mail or in person.
- 7 C. Upon termination before completion of the  
8 services, payment to MCSO shall be prorated to and  
9 include the day of termination and shall be in  
10 full satisfaction of all claims by MCSO against  
11 DISTRICT under this agreement.

D. Termination under any provision of this paragraph shall not affect any right, obligation or liability of DISTRICT or MCSO which accrued prior to termination.

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

MULTNOMAH COUNTY, OREGON

REYNOLDS SCHOOL DISTRICT

By: Beverly Stein  
Beverly Stein, Chair

By: \_\_\_\_\_

Date: October 13, 1994

Title: \_\_\_\_\_

Federal ID#: 93-6000836

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Bob Skipper, Sheriff

Date: \_\_\_\_\_

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

By: Jacqueline Weber  
Jacqueline Weber

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-3 DATE 10/13/94  
DEB BOGSTAD  
BOARD CLERK

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA between Orient School District and the Sheriff's Office

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: October 13, 1994

Amount of Time Needed: 5 minutes

DEPARTMENT: Sheriff's Office DIVISION: Enforcement

CONTACT: Larry Aab TELEPHONE #: 251-2489  
BLDG/ROOM #: 313/231

PERSON(S) MAKING PRESENTATION: Bob Skipper, Sheriff

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

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

Intergovernmental Agreement between Orient School District and the Sheriff's Office, Contract #800535, to provide the D.A.R.E. (Drug Abuse Resistance Education) program in the elementary schools. Renewal.

10/21/94 ORIGINALS TO LARRY AAB VIA HEIDI

CONSENT

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Bob Skipper

OR

DEPARTMENT MANAGER: \_\_\_\_\_

1994 OCT - 4 PM 1: 19  
MULTIPLA COUNTY  
OREGON  
BOARD OF  
COUNTY COMMISSIONERS

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



CONTRACT APPROVAL FORM  
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800535

Amendment # \_\_\_\_\_

<p style="text-align: center;">CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p style="text-align: center;">CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p style="text-align: center;">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement  <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-4</u> DATE <u>10/13/94</u>  <u>DEB BOGSTAD</u>          BOARD CLERK</p>
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Department Sheriff's Office Division Enforcement Date September 23, 1994

Contract Originator Capt. Rod Englert Phone 251-2513 Bldg/Room 313/

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

Description of Contract Provide D.A.R.E. program in elementary schools.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is  MBE  WBE  QRF

Contractor Name Orient School District  
 Mailing Address 29805 SE Orient Drive  
Gresham, OR 97080  
 Phone 663-3711 Tom Greene, Superintendent  
 Employer ID# or SS# 93-6000858  
 Effective Date September 13, 1994  
 Termination Date June 30, 1995  
 Original Contract Amount \$ 1,123.00  
 Total Amount of Previous Amendments \$ \_\_\_\_\_  
 Amount of Amendment \$ \_\_\_\_\_  
 Total Amount of Agreement \$ \_\_\_\_\_

Remittance Address \_\_\_\_\_  
(If Different) \_\_\_\_\_

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_

Lump Sum \$ \_\_\_\_\_  Due on receipt  
 Monthly \$ \_\_\_\_\_  Net 30  
 Other \$ \_\_\_\_\_  Other \_\_\_\_\_  
 Requirements contract - Requisition required.  
 Purchase Order No. \_\_\_\_\_  
 Requirements Not to Exceed \$ \_\_\_\_\_

REQUIRED SIGNATURES:  
 Department Manager [Signature]  
 Purchasing Director (Class II Contracts Only) [Signature]  
 County Counsel [Signature]  
 County Chair / Sheriff [Signature]  
 Contract Administration (Class I, Class II Contracts Only) \_\_\_\_\_

Encumber: Yes  No   
 Date September 23, 1994  
 Date \_\_\_\_\_  
 Date 10-3-94  
 Date October 13, 1994  
 Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT \$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	180	025	3116			to follow					
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION CANARY - INITIATOR PINK - FINANCE



- 1 D. The MCSO shall maintain Workers' Compensation  
2 insurance coverage for ASSIGNED PERSONNEL, either  
3 as a carrier insured employer or a self-insured  
4 employer as provided in ORS chapter 656.
- 5 E. DISTRICT shall supply MCSO a Certificate or copy  
6 showing workers' compensation insurance.
- 7 F. If insurance coverage is due to expire before  
8 completion of the work, DISTRICT shall renew or  
9 replace such insurance coverage and provide MCSO  
10 compliance with this section.

11 IV. INDEMNIFICATION AND LIABILITY

- 12 A. Subject to the limitations of the Oregon Torts  
13 Claims Act and the Oregon Constitution, MCSO and  
14 the COUNTY shall indemnify, defend and hold  
15 harmless DISTRICT, its officers, employees and  
16 agents from all claims, suits, actions or expenses  
17 of any nature resulting from or arising out of the  
18 acts, errors or omissions of MCSO personnel acting  
19 pursuant to the terms of this Agreement.
- 20 B. Subject to the limitations of the Oregon Torts  
21 Claims Act and the Oregon Constitution, DISTRICT  
22 shall indemnify, defend and hold harmless COUNTY  
23 and MCSO, their officers, employees and agents  
24 from all claims, suits, actions or expenses of any  
25 nature resulting from or arising out of the acts,  
26 errors or omissions of DISTRICT personnel acting  
27 pursuant to the terms of this Agreement.

28 V. TERM

- 19 A. Effective date of Agreement will begin on  
20 September 12, 1994 and terminate June 30, 1995.
- 21 B. This contract may be terminated by mutual consent  
22 of both parties, or by either party upon thirty  
23 (30) days notice, in writing, and delivered by  
24 certified mail or in person.
- 25 C. Upon termination before completion of the  
26 services, payment to MCSO shall be prorated to and  
27 include the day of termination and shall be in  
28 full satisfaction of all claims by MCSO against  
DISTRICT under this agreement.

D. Termination under any provision of this paragraph shall not affect any right, obligation or liability of DISTRICT or MCSO which accrued prior to termination.

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

MULTNOMAH COUNTY, OREGON

ORIENT SCHOOL DISTRICT

By: *Beverly Stein*  
Beverly Stein, Chair

By: \_\_\_\_\_

Date: October 13, 1994

Title: \_\_\_\_\_

Federal ID#: 93-6000858

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Bob Skipper, Sheriff

Date: \_\_\_\_\_

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

By: *Jacqueline Weber*  
Jacqueline Weber

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-4 DATE 10/13/94  
DEB BOGSTAD  
BOARD CLERK

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA between Parkrose School District and the Sheriff's Office

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: October 13, 1994

Amount of Time Needed: 5 minutes

DEPARTMENT: Sheriff's Office DIVISION: Enforcement

CONTACT: Larry Aab TELEPHONE #: 251-2489

BLDG/ROOM #: 313/231

PERSON(S) MAKING PRESENTATION: Bob Skipper, Sheriff

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

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

Intergovernmental Agreement between Parkrose School District and the Sheriff's Office, Contract #800545, to provide the D.A.R.E. (Drug Abuse Resistance Education) program in the elementary schools. Renewal.

10/21/94 originals to LARRY AAB via Heidi

**CONSENT**

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Bob Skipper

OR

DEPARTMENT MANAGER: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1994 OCT -4 PM 1:19

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



CONTRACT APPROVAL FORM  
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800545  
Amendment # \_\_\_\_\_

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-5</u> DATE <u>10/13/94</u>  <u>DEB BOGSTAD</u>          BOARD CLERK</p>
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Department Sheriff's Office Division Enforcement Date September 23, 1994

Contract Originator Capt, Rod Englert Phone 251-2513 Bldg/Room 313/

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

Description of Contract Provide D.A.R.E. program in elementary schools.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is  MBE  WBE  ORF

Contractor Name Parkrose School District

Mailing Address 10636 NE Prescott  
Portland, OR 97220

Phone 257-5200 Jacki Cottingim, Superintendent

Employer ID# or SS# 93-6000833

Effective Date September 17, 1994

Termination Date June 30, 1995

Original Contract Amount \$ 3,674.00

Total Amount of Previous Amendments \$ \_\_\_\_\_

Amount of Amendment \$ \_\_\_\_\_

Total Amount of Agreement \$ \_\_\_\_\_

REQUIRED SIGNATURES

Department Manager [Signature]

Purchasing Director (Class II Contracts Only) [Signature]

County Counsel [Signature]

County Chair / Sheriff [Signature]

Contract Administration (Class I, Class II Contracts Only) \_\_\_\_\_

Remittance Address (If Different) \_\_\_\_\_

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_

Lump Sum \$ \_\_\_\_\_  Due on receipt

Monthly \$ \_\_\_\_\_  Net 30

Other \$ \_\_\_\_\_  Other \_\_\_\_\_

Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

Requirements Not to Exceed \$ \_\_\_\_\_

Encumber: Yes  No

Date September 23, 1994

Date \_\_\_\_\_

Date 10-3-94

Date October 13, 1994

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.	180	025	3116			2782					
02.											
03.											

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

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into pursuant to the authority found in ORS 190.010 et seq. and ORS 206.345 by and between Multnomah County Sheriff's Office (MCSO), jointly with and on behalf of Multnomah County (COUNTY), and Parkrose School District (DISTRICT). As used in this Agreement, MCSO, COUNTY and DISTRICT will be referred to collectively as the "parties."

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

I. DESCRIPTION OF SERVICES

A. MCSO shall provide the following services:

- 1. A Deputy Sheriff to instruct the D.A.R.E. (Drug Abuse Resistance Education) program in four (4) elementary schools one day each week for 17 weeks.
- 2. Supplies to include workbooks, T-shirts and miscellaneous other items.

II. COMPENSATION

The DISTRICT shall pay the MCSO \$3,674.00.

III. PERSONNEL

- A. The MCSO agrees to provide Deputy Sheriffs for the performance of the duties outlined in Section I of this Agreement. These persons are hereinafter referred to as "ASSIGNED PERSONNEL."
- B. The MCSO and DISTRICT agree that the ASSIGNED PERSONNEL shall be and remain employees of the MCSO and shall be supervised by MCSO and shall perform their duties in accordance with the administrative and operational procedures of MCSO.
- C. DISTRICT does not assume any liability for the direct payment of any wages, salaries or other compensation to ASSIGNED PERSONNEL performing services pursuant to the terms of this Agreement or for any other liability not provided for in this Agreement.

- 1 D. The MCSO shall maintain Workers' Compensation  
2 insurance coverage for ASSIGNED PERSONNEL, either  
3 as a carrier insured employer or a self-insured  
4 employer as provided in ORS chapter 656.
- 5 E. DISTRICT shall supply MCSO a Certificate or copy  
6 showing workers' compensation insurance.
- 7 F. If insurance coverage is due to expire before  
8 completion of the work, DISTRICT shall renew or  
9 replace such insurance coverage and provide MCSO  
10 compliance with this section.

11 IV. INDEMNIFICATION AND LIABILITY

- 12 A. Subject to the limitations of the Oregon Torts  
13 Claims Act and the Oregon Constitution, MCSO and  
14 the COUNTY shall indemnify, defend and hold  
15 harmless DISTRICT, its officers, employees and  
16 agents from all claims, suits, actions or expenses  
17 of any nature resulting from or arising out of the  
18 acts, errors or omissions of MCSO personnel acting  
19 pursuant to the terms of this Agreement.
- 20 B. Subject to the limitations of the Oregon Torts  
21 Claims Act and the Oregon Constitution, DISTRICT  
22 shall indemnify, defend and hold harmless COUNTY  
23 and MCSO, their officers, employees and agents  
24 from all claims, suits, actions or expenses of any  
25 nature resulting from or arising out of the acts,  
26 errors or omissions of DISTRICT personnel acting  
27 pursuant to the terms of this Agreement.

28 V. TERM

- 19 A. Effective date of Agreement will begin on  
20 September 12, 1994 and terminate June 30, 1995.
- 21 B. This contract may be terminated by mutual consent  
22 of both parties, or by either party upon thirty  
23 (30) days notice, in writing, and delivered by  
24 certified mail or in person.
- 25 C. Upon termination before completion of the  
26 services, payment to MCSO shall be prorated to and  
27 include the day of termination and shall be in  
28 full satisfaction of all claims by MCSO against  
DISTRICT under this agreement.

D. Termination under any provision of this paragraph shall not affect any right, obligation or liability of DISTRICT or MCSO which accrued prior to termination.

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

MULTNOMAH COUNTY, OREGON

PARKROSE SCHOOL DISTRICT

By: *Beverly Stein*  
Beverly Stein, Chair

By: \_\_\_\_\_

Date: October 13, 1994

Title: \_\_\_\_\_

Federal ID#: 93-6000833

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Bob Skipper, Sheriff

Date: \_\_\_\_\_

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

By: *Jacqueline Weber*  
Jacqueline Weber

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-5 DATE 10/13/94  
DEB BOGSTAD  
BOARD CLERK

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA between Corbett School District and the Sheriff's Office

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: October 13, 1994

Amount of Time Needed: 5 minutes

DEPARTMENT: Sheriff's Office DIVISION: Enforcement

CONTACT: Larry Aab TELEPHONE #: 251-2489  
BLDG/ROOM #: 313/231

PERSON(S) MAKING PRESENTATION: Bob Skipper, Sheriff

**ACTION REQUESTED:**

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

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

Intergovernmental Agreement between Corbett School District and the Sheriff's Office, Contract #800555, to provide the D.A.R.E. (Drug Abuse Resistance Education) program in the elementary schools. Renewal.

*10/21/94 ORIGINALS TO LARRY AAB VIA HELO*

# CONSENT

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: Bob Skipper Sr.

OR

DEPARTMENT MANAGER: \_\_\_\_\_

1994 OCT - 4 PM 1:19  
MULTNOMAH COUNTY  
OREGON  
BOARD OF  
COUNTY COMMISSIONERS

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



**CONTRACT APPROVAL FORM**  
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800555  
Amendment # \_\_\_\_\_

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-6</u> DATE <u>10/13/94</u></p> <p><u>DEB BOGSTAD</u></p> <p>BOARD CLERK</p>
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Department Sheriff's Office Division Enforcement Date September 23, 1994

Contract Originator Capt. Rod Englert Phone 251-2513 Bldg/Room 313/

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

Description of Contract Provide D.A.R.E. program in elementary school.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is  MBE  WBE  QRF

Contractor Name Corbett School District

Mailing Address 36115 E. Crown Point Hwy  
Corbett, OR 97019

Phone 695-3636 Susan Sullivan, Principal

Employer ID# or SS# 93-6000851

Effective Date September 17, 1994

Termination Date June 30, 1995

Original Contract Amount \$ 628.00

Total Amount of Previous Amendments \$ \_\_\_\_\_

Amount of Amendment \$ \_\_\_\_\_

Total Amount of Agreement \$ \_\_\_\_\_

Remittance Address \_\_\_\_\_  
(If Different)

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_

Lump Sum \$ \_\_\_\_\_  Due on receipt

Monthly \$ \_\_\_\_\_  Net 30

Other \$ \_\_\_\_\_  Other \_\_\_\_\_

Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

Requirements Not to Exceed \$ \_\_\_\_\_

**REQUIRED SIGNATURES:**

Department Manager [Signature]

Purchasing Director (Class II Contracts Only) [Signature]

County Counsel [Signature]

County Chair / Sheriff [Signature]

Contract Administration (Class I, Class II Contracts Only) [Signature]

Encumber: Yes  No

Date September 23, 1994

Date \_\_\_\_\_

Date 10-3-94

Date October 13, 1994

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	180	025	3116			to follow					
02.											
03.											

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

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into pursuant to the authority found in ORS 190.010 et seq. and ORS 206.345 by and between Multnomah County Sheriff's Office (MCSO), jointly with and on behalf of Multnomah County (COUNTY), and Corbett School District (DISTRICT). As used in this Agreement, MCSO, COUNTY and DISTRICT will be referred to collectively as the "parties."

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

I. DESCRIPTION OF SERVICES

A. MCSO shall provide the following services:

1. A Deputy Sheriff to instruct the D.A.R.E. (Drug Abuse Resistance Education) program in two (2) elementary schools one day each week for 17 weeks.
2. Supplies to include workbooks, T-shirts and miscellaneous other items.

II. COMPENSATION

The DISTRICT shall pay the MCSO \$628.00.

III. PERSONNEL

- A. The MCSO agrees to provide Deputy Sheriffs for the performance of the duties outlined in Section I of this Agreement. These persons are hereinafter referred to as "ASSIGNED PERSONNEL."
- B. The MCSO and DISTRICT agree that the ASSIGNED PERSONNEL shall be and remain employees of the MCSO and shall be supervised by MCSO and shall perform their duties in accordance with the administrative and operational procedures of MCSO.
- C. DISTRICT does not assume any liability for the direct payment of any wages, salaries or other compensation to ASSIGNED PERSONNEL performing services pursuant to the terms of this Agreement or for any other liability not provided for in this Agreement.

- 1 D. The MCSO shall maintain Workers' Compensation  
2 insurance coverage for ASSIGNED PERSONNEL, either  
3 as a carrier insured employer or a self-insured  
4 employer as provided in ORS chapter 656.
- 5 E. DISTRICT shall supply MCSO a Certificate or copy  
6 showing workers' compensation insurance.
- 7 F. If insurance coverage is due to expire before  
8 completion of the work, DISTRICT shall renew or  
9 replace such insurance coverage and provide MCSO  
10 compliance with this section.

11 IV. INDEMNIFICATION AND LIABILITY

- 12 A. Subject to the limitations of the Oregon Torts  
13 Claims Act and the Oregon Constitution, MCSO and  
14 the COUNTY shall indemnify, defend and hold  
15 harmless DISTRICT, its officers, employees and  
16 agents from all claims, suits, actions or expenses  
17 of any nature resulting from or arising out of the  
18 acts, errors or omissions of MCSO personnel acting  
19 pursuant to the terms of this Agreement.
- 20 B. Subject to the limitations of the Oregon Torts  
21 Claims Act and the Oregon Constitution, DISTRICT  
22 shall indemnify, defend and hold harmless COUNTY  
23 and MCSO, their officers, employees and agents  
24 from all claims, suits, actions or expenses of any  
25 nature resulting from or arising out of the acts,  
26 errors or omissions of DISTRICT personnel acting  
27 pursuant to the terms of this Agreement.

28 V. TERM

- 19 A. Effective date of Agreement will begin on  
20 September 12, 1994 and terminate June 30, 1995.
- 21 B. This contract may be terminated by mutual consent  
22 of both parties, or by either party upon thirty  
23 (30) days notice, in writing, and delivered by  
24 certified mail or in person.
- 25 C. Upon termination before completion of the  
26 services, payment to MCSO shall be prorated to and  
27 include the day of termination and shall be in  
28 full satisfaction of all claims by MCSO against  
DISTRICT under this agreement.

D. Termination under any provision of this paragraph shall not affect any right, obligation or liability of DISTRICT or MCSO which accrued prior to termination.

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

MULTNOMAH COUNTY, OREGON

CORBETT SCHOOL DISTRICT

By: *Beverly Stein*  
Beverly Stein, Chair

By: \_\_\_\_\_

Date: October 13, 1994

Title: \_\_\_\_\_

Federal ID#: 93-6000851

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Bob Skipper, Sheriff

Date: \_\_\_\_\_

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

By: *Jacqueline Weber*  
Jacqueline Weber

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-6 DATE 10/13/94  
DEB BOGSTAD  
BOARD CLERK

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA between Riverdale School District and the Sheriff's Office

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: October 13, 1994

Amount of Time Needed: 5 minutes

DEPARTMENT: Sheriff's Office DIVISION: Enforcement

CONTACT: Larry Aab TELEPHONE #: 251-2489

BLDG/ROOM #: 313/231

PERSON(S) MAKING PRESENTATION: Bob Skipper, Sheriff

**ACTION REQUESTED:**

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

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

Intergovernmental Agreement between Riverdale School District and the Sheriff's Office to provide the D.A.R.E. (Drug Abuse Resistance Education) program in the elementary school. Renewal.

10/21/94 ORIGINALS TO LARRY AAB VIA HEIDI

**CONSENT**

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Bob Skipper Jr.

OR

DEPARTMENT MANAGER: \_\_\_\_\_

CLERK OF COUNTY COMMISSIONERS  
MULTIOMAH COUNTY  
OREGON  
1994 OCT -4 PM 11:20

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800565  
Amendment # \_\_\_\_\_

<p style="text-align: center;">CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p style="text-align: center;">CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p style="text-align: center;">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement  <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-7</u> DATE <u>10/13/94</u>  <u>DEB BOGSTAD</u>          BOARD CLERK</p>
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Department Sheriff's Office Division Enforcement Date September 23, 1994

Contract Originator Capt. Rod Englert Phone 251-2513 Bldg/Room 313/

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

Description of Contract Provide D.A.R.E. program in elementary schools.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is  MBE  WBE  QRF

Contractor Name Riverdale School District  
 Mailing Address 11733 SW Breyman  
Portland, OR 97219  
 Phone 636-4511 Boyd Applegarsh, Superintendent  
 Employer ID# or SS# 93-6000856  
 Effective Date September 12, 1994  
 Termination Date June 30, 1995  
 Original Contract Amount \$ 1,500.00  
 Total Amount of Previous Amendments \$ \_\_\_\_\_  
 Amount of Amendment \$ \_\_\_\_\_  
 Total Amount of Agreement \$ \_\_\_\_\_

Remittance Address \_\_\_\_\_  
(If Different)

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_

Lump Sum \$ \_\_\_\_\_  Due on receipt  
 Monthly \$ \_\_\_\_\_  Net 30  
 Other \$ \_\_\_\_\_  Other \_\_\_\_\_  
 Requirements contract - Requisition required.  
 Purchase Order No. \_\_\_\_\_  
 Requirements Not to Exceed \$ \_\_\_\_\_

**REQUIRED SIGNATURES**

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

Encumber: Yes  No   
 Date September 23, 1994  
 Date \_\_\_\_\_  
 Date 10-3-94  
 Date October 13, 1994  
 Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT	\$
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	180	025	3116			to follow					
02.											
03.											

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

## INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into pursuant to the authority found in ORS 190.010 et seq. and ORS 206.345 by and between Multnomah County Sheriff's Office (MCSO), jointly with and on behalf of Multnomah County (COUNTY), and Riverdale School District (DISTRICT). As used in this Agreement, MCSO, COUNTY and DISTRICT will be referred to collectively as the "parties."

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

### I. DESCRIPTION OF SERVICES

A. MCSO shall provide the following services:

1. A Deputy Sheriff to instruct the D.A.R.E. (Drug Abuse Resistance Education) program in one elementary school one day each week for 17 weeks.
2. Supplies to include workbooks, T-shirts and miscellaneous other items.

### II. COMPENSATION

The DISTRICT shall pay the MCSO \$1,500.00.

### III. PERSONNEL

- A. The MCSO agrees to provide Deputy Sheriffs for the performance of the duties outlined in Section I of this Agreement. These persons are hereinafter referred to as "ASSIGNED PERSONNEL."
- B. The MCSO and DISTRICT agree that the ASSIGNED PERSONNEL shall be and remain employees of the MCSO and shall be supervised by MCSO and shall perform their duties in accordance with the administrative and operational procedures of MCSO.
- C. DISTRICT does not assume any liability for the direct payment of any wages, salaries or other compensation to ASSIGNED PERSONNEL performing services pursuant to the terms of this Agreement or for any other liability not provided for in this Agreement.

- 1 D. The MCSO shall maintain Workers' Compensation  
2 insurance coverage for ASSIGNED PERSONNEL, either  
3 as a carrier insured employer or a self-insured  
4 employer as provided in ORS chapter 656.
- 5 E. DISTRICT shall supply MCSO a Certificate or copy  
6 showing workers' compensation insurance.
- 7 F. If insurance coverage is due to expire before  
8 completion of the work, DISTRICT shall renew or  
9 replace such insurance coverage and provide MCSO  
10 compliance with this section.

11 IV. INDEMNIFICATION AND LIABILITY

- 12 A. Subject to the limitations of the Oregon Torts  
13 Claims Act and the Oregon Constitution, MCSO and  
14 the COUNTY shall indemnify, defend and hold  
15 harmless DISTRICT, its officers, employees and  
16 agents from all claims, suits, actions or expenses  
17 of any nature resulting from or arising out of the  
18 acts, errors or omissions of MCSO personnel acting  
19 pursuant to the terms of this Agreement.
- 20 B. Subject to the limitations of the Oregon Torts  
21 Claims Act and the Oregon Constitution, DISTRICT  
22 shall indemnify, defend and hold harmless COUNTY  
23 and MCSO, their officers, employees and agents  
24 from all claims, suits, actions or expenses of any  
25 nature resulting from or arising out of the acts,  
26 errors or omissions of DISTRICT personnel acting  
27 pursuant to the terms of this Agreement.

28 V. TERM

- 1 A. Effective date of Agreement will begin on  
2 September 12, 1994 and terminate June 30, 1995.
- 3 B. This contract may be terminated by mutual consent  
4 of both parties, or by either party upon thirty  
5 (30) days notice, in writing, and delivered by  
6 certified mail or in person.
- 7 C. Upon termination before completion of the  
8 services, payment to MCSO shall be prorated to and  
9 include the day of termination and shall be in  
10 full satisfaction of all claims by MCSO against  
11 DISTRICT under this agreement.

D. Termination under any provision of this paragraph shall not affect any right, obligation or liability of DISTRICT or MCSO which accrued prior to termination.

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

MULTNOMAH COUNTY, OREGON

RIVERDALE SCHOOL DISTRICT

By: Beverly Stein  
Beverly Stein, Chair

By: \_\_\_\_\_

Date: October 13, 1994

Title: \_\_\_\_\_

Federal ID#: 93-6000856

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Bob Skipper, Sheriff

Date: \_\_\_\_\_

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

By: Jacqueline Weber  
Jacqueline Weber

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-7 DATE 10/13/94  
DEB BOGSTAD  
BOARD CLERK

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA between Oregon State Marine Board and the Sheriff's Office

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: October 20, 1994

Amount of Time Needed: 5 minutes

DEPARTMENT: Sheriff's Office DIVISION: Enforcement

CONTACT: Larry Aab TELEPHONE #: 251-2489  
BLDG/ROOM #: 313/231

PERSON(S) MAKING PRESENTATION: Bob Skipper, Sheriff

**ACTION REQUESTED:**

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

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

Intergovernmental Agreement between Oregon State Marine Board and the Sheriff's Office. Funding from the OSMB for the Sheriff's Office River Patrol to conduct marine law enforcement activities during FY 1994-95. Renewal.

*10/21/94 ORIGINALS TO LARRY AAB VIA HEIDI*

# CONSENT

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: Bob Skipper S.S.

OR

DEPARTMENT MANAGER: \_\_\_\_\_

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1994 OCT -4 PM 11:20

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



**CONTRACT APPROVAL FORM**  
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800575  
Amendment # \_\_\_\_\_

<p><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p><b>CLASS II</b></p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p><b>CLASS III</b></p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-8</u> DATE <u>10/13/94</u></p> <p><u>DEB BOGSTAD</u></p> <p>BOARD CLERK</p>
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Department Sheriff's Office Division Enforcement Date September 26, 1994

Contract Originator Sgt. Curt Hanson Phone 288-6788 Bldg/Room \_\_\_\_\_

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

Description of Contract Funding from the Oregon State Marine Board for the Sheriff's Office River Patrol to conduct marine law enforcement activities during FY 1994-95.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is  MBE  WBE  ORF

Contractor Name Oregon State Marine Board  
Mailing Address 435 Commercial St., N.E.  
Salem, OR 97310-0650  
Phone 378-8587 Attn: Bill Rydblom  
Employer ID# or SS# \_\_\_\_\_  
Effective Date July 1, 1994  
Termination Date June 30, 1995  
Original Contract Amount \$ 393,449.00  
Total Amount of Previous Amendments \$ \_\_\_\_\_  
Amount of Amendment \$ \_\_\_\_\_  
Total Amount of Agreement \$ \_\_\_\_\_

Remittance Address \_\_\_\_\_  
(If Different) \_\_\_\_\_

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_

Lump Sum \$ \_\_\_\_\_  Due on receipt

Monthly \$ \_\_\_\_\_  Net 30

Other \$ quarterly  Other \_\_\_\_\_

Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

Requirements Not to Exceed \$ \_\_\_\_\_

**REQUIRED SIGNATURES:**

Department Manager [Signature]

Purchasing Director (Class II Contracts Only) \_\_\_\_\_

County Counsel [Signature]

County Chair / Sheriff [Signature]

Contract Administration (Class I, Class II Contracts Only) \_\_\_\_\_

Encumber: Yes  No

Date September 26, 1994

Date \_\_\_\_\_

Date 10-3-94

Date October 13, 1994

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND	
01.	156	025	3316			2322						
02.												
03.												

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION    CANARY - INITIATOR    PINK - FINANCE

**CONTRACT  
BOATING SAFETY AND LAW ENFORCEMENT SERVICES**

This contract is by and between the Oregon State Marine Board, hereinafter called the BOARD and Multnomah County Sheriff, hereinafter called the CONTRACTING PARTY under the authority of ORS 830.110 and ORS Chapter 190.

**DEFINITIONS**

1. "AUTHORIZED EXPENDITURES" shall mean those expenditures authorized by the BOARD as noted in the Marine Law Enforcement Procedures Manual, which by this reference shall be incorporated into and made part of this contract.
2. "BOARD" shall mean the Oregon State Marine Board.
3. "CONTRACTING PARTY" shall mean the County Sheriff. When a contract is entered into or terminated, such action must be approved by the County Court/County Board of Commissioners, as applicable.
4. "POLICY AND PROCEDURES MANUAL (PPM)" manual of reference by which the marine law enforcement program is governed.

**SERVICES TO BE PROVIDED**

The "CONTRACTING PARTY" will provide the following services in order to promote safe boating practices on Oregon's waterways:

1. Enforce the applicable provisions of Oregon Revised Statutes, Chapter 830 and 704.
2. Enforce the applicable provisions of Oregon Administrative Rules, Chapter 250.
3. Investigate complaints of boating law violations. Actively pursue Boating Under the Influence violations.
4. Investigate boating accidents as specified in the PPM.
5. Provide Law Enforcement examinations of boats.
6. Alert the public to unsafe boating conditions.
7. Search and rescue services as noted in the Marine Safety and Law Enforcement Procedures Manual.
8. Distribute such public information as may be provided by the BOARD.
9. Marine patrol coverage on all waters within their jurisdiction with a particular emphasis on those waters described in the Fiscal Year 1994/95 Marine Safety and Law Enforcement Program proposed budget which is hereby attached to and made a part of this contract.
10. Implement the program improvements as set forth in the current edition of the Marine Law Enforcement Plan as funding allows.
11. Actively participate in youth and adult education programs.

(Rev. 6/94)

**CONTRACTING PERIOD**

This agreement shall be effective from the 1st day of July, 1994 and shall run through the 30th day of June, 1995.

**BUDGET**

The BOARD will, upon receipt of cost/expenditure documentation, pay to the COUNTY an amount not to exceed the "sub-total" shown in the below listed BOARD column. These payments will be for such boating law enforcement services as are contained in this contract and the attached fiscal year proposed budget.

	State Marine Board	Multnomah County
Personnel Services	<u>\$ 357,313</u>	<u>\$ 368,927</u>
Services and Supplies	<u>31,136</u>	<u>38,121</u>
Capital Outlay	<u>5,000</u>	<u>-0-</u>
Sub-Total	<u>\$ 393,449</u>	<u>\$ 407,048</u>
Total Program	<u>\$ 800,497</u>	

**PAYMENT SCHEDULE**

Payments to the CONTRACTING PARTY shall be made () quarterly, ( ) semi-annually, ( ) annually for authorized expenditures actually incurred in accordance with the Marine Law Enforcement Procedures Manual and shall be paid within thirty (30) days of receipt of a signed State Marine Board voucher and supporting documentation denoting such expenditures. This expenditure report must also display those expenses and/or expenditures which will constitute the program match. The final request for payment must be received at the State Marine Board office no later than July 31 immediately following the conclusion of the contract period.

**GENERAL PROVISIONS**

1. The CONTRACTING PARTY, its officers, agents and employees shall not be deemed to have assumed any liability for the acts of the BOARD, its officers, agents or employees nor shall the BOARD or any of its officers, employees, or agents be liable for any acts of omissions of the CONTRACTING PARTY, its officers, agents, or employees.
2. During the term of this contract, the CONTRACTING PARTY shall provide insurance to cover all loss, damage or injury to equipment purchased under this contract, in an amount no less than the purchase amount provided by the contract. Such insurance shall be provided by the contract. Such insurance shall be provided by an insurer duly authorized to do business in the State of Oregon, but may be provided by self-insurance. Any proceeds from insurance or self-insurance shall be applied to the repair or replacement of the damaged equipment unless the CONTRACTING PARTY received prior written direction or authorization from the BOARD to otherwise dispose of the proceeds.

3. This contract is subject to all applicable Federal Assurances specified on pages 6 and 7. If applicable, CONTRACTING PARTY shall provide the BOARD their Annual Comprehensive Financial Report as required in the Single Audit Act of 1984. At the end of the FY the County will be notified of the amount of federal pass-through dollars included in the payments during that fiscal year.
4. Performance by either party to this agreement shall be contingent upon funding being obtained at a sufficient level to allow for purchase of the indicated quantity of services.
5. Payment requests shall cover only services, salaries, supplies and/or purchases utilized, expended or provided in conjunction with the Marine Law Enforcement program.

#### **MARINE BOARD RESPONSIBILITIES**

1. The BOARD shall not be called upon to assume any liability for the direct payment of any salaries, wages, insurance or other compensation to the CONTRACTING PARTY personnel performing services for the BOARD, or any liability other than provided for in this contract. Except as otherwise herein specified, the BOARD shall not be liable for compensation or indemnity to any CONTRACTING PARTY employees for any injury or sickness arising out of his/her employment.
2. The BOARD, its officers, agents or employees shall neither solicit nor accept gratuities, favors, or anything of monetary value from the CONTRACTING PARTY.
3. The BOARD shall maintain selected records of marine effort and activity in order to assure adequate performance within the terms, conditions, and specifications of this contract.
4. The BOARD shall insure that upon boat purchase the ownership shall be vested in the CONTRACTING PARTY regardless of funding source, and subject to CONTRACTING PARTY RESPONSIBILITIES (9).

#### **CONTRACTING PARTY RESPONSIBILITIES**

1. The CONTRACTING PARTY shall furnish and supply all necessary labor, supervision, equipment, communications, facilities, and supplies necessary to maintain the level of services to be rendered as denoted in the Marine Law Enforcement Procedures Manual and the county's proposed marine patrol budget for this fiscal year.
2. All persons employed in the performance of such services and functions pursuant to this agreement shall be CONTRACTING PARTY employees (full time, part time, reserve, cadet, etc.), and any wages, salaries or reimbursements made to such employees shall be at a rate consistent with a reasonable rate for the work performed as compared to similar rates for similar work within the contracting party's county and similar surrounding counties.

3. Standards of performance, discipline of officers, and other matters incident to the performance of such services and the control of personnel shall remain with the CONTRACTING PARTY.
4. Personnel assigned to the duty of boating law enforcement shall be mentally and physically capable of performing the duties to which they are assigned. They shall have a good knowledge of boating laws and the powers, duties, and limitations of authority of police officers. They shall have a thorough knowledge of the operation of small boats and the rules and regulations pertaining to such operations. ALL marine patrol personnel, other than an assistant, must have completed The Marine Law Enforcement Training Course as approved by the BOARD.
5. Persons engaged in the boating law enforcement program shall actively cooperate with the BOARD.
6. The CONTRACTING PARTY shall not enter into any subcontracts directly for marine law enforcement services without obtaining prior written approval from the BOARD.
7. The CONTRACTING PARTY shall maintain records to assure conformance with the terms, conditions, and specifications of the contract, and to assure adequate performance and accurate expenditures within the contracting period.
8. The CONTRACTING PARTY shall permit the State of Oregon, the Federal Government, or other duly authorized representatives to audit all records pertaining to this agreement to assure the accurate expenditure of budgeted funds.
9. The CONTRACTING PARTY agrees to maintain in operational conditions any boat or major equipment purchased, whole or in part, by the BOARD. Preventative maintenance schedules for boats and trailers will be established and be adhered to. Further, that upon replacement of a boat or major equipment, any proceeds derived from the trade-in or re-sale of a boat or major equipment shall remain in the CONTRACTING PARTY'S marine budget for use in the Marine Law Enforcement program, and that, further, should this agreement be terminated, all boats or major equipment purchased, whole or in part, with BOARD provided funds shall be returned to the BOARD for reassignment or any proceeds from property disposition are to be utilized in the Marine Law Enforcement program.
10. The CONTRACTING PARTY agrees that the use of any boat or major equipment purchased by BOARD shall be limited only to activities necessary to carry out the provisions of this contract and such other authorized activities as contained in the effective edition of the Marine Law Enforcement procedure manual.
11. The CONTRACTING PARTY agrees that all persons employed for the purpose of fulfilling provisions of this contract, wear a Coast Guard approved personal flotation device (life jacket) while working in or riding in boats.

**TERMINATION CONDITIONS**

This contract may be terminated by mutual consent of both parties; by either party on 30 days written notice; or, by either party upon 20 days notice, in writing and delivered by certified mail or in person under any of the following conditions:

- a. If funding from federal, state or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. When possible, and when agreed upon, the contract may be modified to accommodate a reduction in funds.
- b. If federal, state or county regulations or guidelines are modified or changed in such a way that the services are no longer allowable or appropriate for purchase under this contract.

**ASSURANCES — NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U. S. C. §4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C. F. R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U. S. C. §1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U. S. C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S. C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a - 7), the Copeland Act (40 U.S.C. §§276c and 18 U. S. C. §§874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 or OMB Circular No. A-133, Audits of Institutions of Higher Learning and other Non-profit Insitutions.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE  Sheriff
APPLICANT ORGANIZATION  Multnomah County Sheriff's Office	DATE SUBMITTED



Submit w/ DCC 2

MEETING DATE: OCT 13 1994

AGENDA NO: C-9

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: IGA - Multnomah County & State of Oregon for Subsidy Funds

REGULAR MEETING: Date Requested: October 13, 1994

Amount of Time Needed: five minutes

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

DEPARTMENT: Community Corrections DIVISION: \_\_\_\_\_

CONTACT: Susan Kaeser TELEPHONE #: 248-3701

BLDG/ROOM #: 161/600

PERSON(S) MAKING PRESENTATION: Wayne Salvo, Judith Duncan, Cary Harkaway

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

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

Approval of Addendum to 1993-1995 Intergovernmental Agreement with the State Department of Corrections transferring the responsibility of subsidy payments to the county including transfer of the related funds (DCC 2). Increases DCC budget by \$212,955.

10/21/94 ORIGINALS to STERLING THURPETHY

MULTNOMAH COUNTY  
OREGON  
BOARD OF  
COUNTY COMMISSIONERS  
1994 OCT - 6 AM 10:36

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: M. Tamara Alden

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY DEPARTMENT OF  
COMMUNITY CORRECTIONS

MEMORANDUM

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TO: Board of County Commissioners

FROM: M. Tamara Holden *M. Tamara Holden*

TODAY'S DATE: October 3, 1994

REQUESTED PLACEMENT DATE: October 13, 1994

RE: Budget Modification-DCC #2 and 1993-94  
IGA with Department of Corrections  
Amendment Agreement.

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I. Recommendation/Action Requested:

Approve budget modification DCC #2 for the transfer of State Subsidy Allocation Funds to Multnomah County Department of Community Corrections and modification to the 1993-95 inter-governmental agreement with State Department of Corrections.

II. Background/Analysis:

Subsidy funds are used to provide support services to persons released from State Institutions, (parolees). Subsidy funds are only provided to persons with no other resources or options for housing or support. Historically the State Department of Corrections has paid for a portion of the room and board cost for the first thirty days after release and the County has paid for some room and board costs and ancillary services. This proposal will end the dual bookkeeping for subsidy payments, increase the local options for use of the funds, and provide improved responsiveness to the contractors.

III. Financial Impact:

The total financial requirement is determined by the number of persons released, the local costs of supportive services, the length of time a person remains in subsidy status and total funds allocated by Department of Corrections for subsidy. Funds will be allocated to the County using the statewide parole workload formula. Fiscal year 1994-95 allocation is for \$212,955 (eleven months).

IV. Legal Issues:

There are no legal issues. Oregon Administrative Rule(s) 291-157-005 through 291-157-055 provide the authority, purpose and policy for this change in release subsidy payments.

V. Controversial Issues:

None

VI. Link to Current County Policies:

Reduction in administrative overhead while increasing local flexibility in programming in cooperation with the State of Oregon is consistent with county policy.

VII. Citizen Participation:

0 The Community Corrections Advisory Committee has reviewed and approved this modification.

VIII. Other Government Participation:

This is a cooperative program shift between the State Department of Corrections and Multnomah County.

RECEIVED  
NOV 29 1993

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
STATE OF OREGON DEPARTMENT OF CORRECTIONS  
AND  
MULTNOMAH COUNTY

DEPARTMENT OF  
COMMUNITY CORRECTIONS

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THIS AGREEMENT is made and entered into this 30th day of September, 1993 by and between the DEPARTMENT OF CORRECTIONS, an agency of the State of Oregon, hereinafter "DOC," and MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter "COUNTY."

WHEREAS, DEPARTMENT OF CORRECTIONS is an agency of the State of Oregon and MULTNOMAH COUNTY is a unit of local government of the State of Oregon and both parties desire to cooperate by agreement to provide correctional services within MULTNOMAH COUNTY within the requirements for an Option I county;

WHEREAS, the Legislative Assembly of the State of Oregon enacted legislation establishing community corrections programs on a continuing basis (ORS 423.500 to 423.560); and

WHEREAS ORS 144.106 provides "the supervisory authority shall use a continuum of administrative sanctions for violations of post-prison supervision;"

WHEREAS ORS 144.334 provides that the Board of Parole and Post-Prison Supervision may authorize issuance of citations by supervising officers;

WHEREAS ORS 144.343 provides that the Board of Parole and Post-Prison Supervision may delegate to the hearings officer the authority to order sanctions as provided in ORS 144.106 and to continue a violator on parole or post-prison supervision with the same or modified conditions;

WHEREAS ORS 137.540 provides that courts may delegate the authority to parole/probation officers to impose sanctions for probationers through a system of Structured Sanctions.

WHEREAS, COUNTY may elect to contract for the services of certain employees of DOC, now, therefore,

THE PARTIES HERETO, in consideration, of those mutual promises, terms and conditions hereinafter provided, agree to the following:

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I. DEFINITIONS

1. Community Corrections Manager: Individual, designated by the COUNTY pursuant to ORS 423.525 as being responsible for planning and implementation of the corrections programs as set forth by the local Corrections Plan.
2. Community Corrections Branch: State-operated program providing predominately parole and probation supervision and other related activities.
3. Community Corrections Plan: Document developed by local Community Corrections Advisory Committee and adopted by County governing body pursuant to ORS 423.525 and 423.535 and approved by the DOC Director.
4. Contracted State Employee: Those employees providing the services to COUNTY enumerated in ORS 423.550 (2) who have chosen to remain on the payroll of DOC.

II. COMMUNITY CORRECTIONS PLAN AND AMENDMENTS

COUNTY has developed and DOC has approved a Community Corrections Plan, a copy of which is marked Exhibit "A" and is attached hereto and by this reference made a part hereof. COUNTY and DOC agree that the Community Corrections Plan must remain a flexible instrument capable of responding to unforeseen needs and requirements. Either the COUNTY or DOC may seek to amend or modify the Plan subject to procedures outlined in DOC rule. The COUNTY or DOC may seek to amend or modify the Plan in accordance with ORS 423.525 and DOC rule governing the support and development of Community Corrections Programs. If the proposed amendment is approved, a copy of the amendment or modification shall be marked in sequence beginning with the designation "Exhibit A-1" and attached to the above-mentioned Exhibit "A" and thereafter, by this reference, shall be a part hereof.

III. DUTIES AND RESPONSIBILITIES OF COUNTY

1. COUNTY shall participate in accordance with this Agreement and assume administrative responsibility for correctional services within its jurisdiction which are currently provided or planned for provision by DOC.
2. COUNTY shall designate a Community Corrections Manager and employ other staff to implement the COUNTY COMMUNITY CORRECTIONS PLAN and perform such other duties as may be specified elsewhere in this AGREEMENT subject to the approval of the COUNTY Board of Commissioners.

1 3. Subject to the requirements of Oregon Local Budget Law, COUNTY shall maintain  
 3 the current level of COUNTY general fund corrections programs at substantially  
 4 the same level as specified in this agreement. Nothing should be construed to  
 5 obligate COUNTY to appropriate general funds for these activities beyond the  
 6 current fiscal year. Should COUNTY fail to make such an appropriation as  
 7 indicated in the COMMUNITY CORRECTIONS PLAN, the rights of the parties as  
 8 specified in Paragraph 4 of the termination portion of this agreement may apply,  
 9 at DOC's option.

10 4. COUNTY will concentrate its Field Services and Community Corrections resources  
 11 on more effective supervision and sanctioning of higher-risk felony offenders. The  
 12 COUNTY shall prioritize supervision, program and sanction resources based on  
 13 offender risk, as determined by the Oregon Case Management System. If funding  
 14 requires the elimination of some supervision, elimination will begin with the lowest-  
 15 risk offenders. Supervision, program and sanction services may be provided to  
 16 higher-risk person-to-person misdemeanants based on risk and within available  
 17 resources.

18 5. COUNTY will meet or improve on the following outcomes:

19 a. Reduction in the number of non-conviction revocations to prison:

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23 **MULTNOMAH COUNTY NON-CONVICTION TARGETS**

	7/93-12/93	1/94-6/94	7/94-12/94	1/95-6/95	7/93-6/95
Parole	181.8	181.8	181.8	181.8	727
Probation	211.2	151.0	111.5	111.5	585

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27 These targets are goals that will be one of several measures used to  
 28 measure progress toward the implementation of Structured Sanctions,  
 29 Intervention Guidelines and the reduction of non-conviction revocations to  
 30 prison.

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33 b. Increase the percentage of positive case closures of probation and parole  
 34 cases based on risk;  
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 36 c. Increase in the amount of time an offender remains in the community  
 37 between inception on supervision and revocation to prison; and  
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 39 d. Increase in the proportion of offenders revoked to prison for a new criminal  
 40 conviction.  
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6. Except as otherwise provided by rules or orders of DOC and the Board of Parole and Post-Prison Supervision, the COUNTY shall implement and use a continuum of administrative sanctions for violators of conditions of probation, parole and post-prison supervision as authorized by ORS 144.106, ORS 144.334, ORS 144.343 and ORS 137.540.

7. COUNTY agrees to implement and apply the intermediate sanctions and services in compliance with the Parole Intervention Guidelines and Structured Probation Sanctions which are attached and herein incorporated by reference. Sanctions/interventions may be subject to change upon written agreement between the parties.

8. COUNTY shall adhere to all applicable DOC Community Corrections and Field Services Administrative Rules including, but not limited to those related to the opening and closing of offender files, Oregon Case Management System classification and supervision contact standards, parole release, parole and probation supervision reporting requirements, release planning, intervention guidelines, structured sanctions, revocation reports, sanction reporting process, interstate compact and case transfer.

9. COUNTY shall adhere to all applicable Federal and State civil rights laws including, but not limited to:

- a. Federal Code, Title 5 USCA 7201 et sec - Anti-discrimination in Employment.
- b. Oregon Statutes, Enforcement of Civil Rights: 659.010, 659.015, 659.020, and 659.030.
- c. Americans with Disabilities Act.

COUNTY is encouraged to hire minorities and to contract with organizations who have good records of hiring minorities.

10. COUNTY will manage contracted state employees under the direction of the County Community Corrections Manager in such matters as:

- a. Scheduling, assigning, reassigning and directing work.
- b. Determining the methods, means, hours and standards of work.
- c. Introducing new or improved methods, equipment and facilities.

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- d. Determining the type of identification to be carried, if any.
  - e. Evaluating the performance of duties.
  - f. Such other actions, directives and determinations as are customary and usual decision making prerogatives, functions, rights and authority connected with or in any way incident to the management of the Community Corrections Plan and such other actions as may be deemed necessary to carry out the mission of COUNTY.

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- 11. COUNTY recognizes that the contract employee's tenure rights are protected by ORS 240.555 and 240.560 and that disciplinary actions taken under ORS 240.555 can be accomplished only with the approval of the Director of DOC or his/her designee. COUNTY further recognizes that the administration of personnel services for contract employees is subject to State merit system law, DOC personnel rule and policies, and union contracts where applicable.
  - 12. In counties of less than 200,000 population, when ever a vacancy occurs in a contract employee position, COUNTY may convert the funds associated with the vacancy to a COUNTY position, or it may accept the voluntary transfer into the position of a DOC employee of the same classification as the terminating contract employee. COUNTY agrees to ensure that transferring employees shall not suffer any reduction in salary or retirement eligibility, in compliance with ORS 423.550(2)(c). Additionally, all vacation and sick leave accrued and not used prior to 01/01/92 shall be transferred with the employee.
  - 13. In counties of 200,000 population or more, at the discretion of COUNTY, COUNTY may require transfer of all state employees to county employment.
  - 14. COUNTY agrees to furnish DOC documents and reports in a timely manner, as required by DOC, to insure the continuing personnel services to the contract employee as required by law. These include, but are not limited to:
    - a. Performance appraisal on the State of Oregon form, or as otherwise required.
    - b. Time cards and attendance reports required for completion of the payroll.
    - c. Notice of granting or denying of salary increase.
    - d. Maintenance of appropriate personnel records to support all COUNTY employee personnel actions.

15. COUNTY agrees to a system of processing of grievances which includes at least the immediate supervisor of the contract employee and the Community Corrections Manager, before being processed to the Director of DOC.
16. COUNTY agrees to abide by the decision of the Director and the appropriate grievance review body beyond the Director where that review body has the authority to bind DOC to a decision.
17. COUNTY shall prepare and furnish such data, descriptive information and reports as may be requested by DOC as needed to comply with state requirements including, but not limited to the evaluation of the DOC Strategic Plan. COUNTY agrees to, and does hereby grant DOC the right to reproduce, use and disclose all or any part of such reports, data and technical information furnished under this Agreement.
18. COUNTY shall permit authorized representatives of DOC to make such review of records of COUNTY as may be necessary to satisfy audit and/or program review purposes. A copy of any audit or monitoring report will be made available to COUNTY.
19. COUNTY will adhere to DOC prescribed allotment and expenditure reporting system. This system will be used for controlling accounting, allocation of funds by DOC and to provide suitable records for audit. COUNTY shall provide DOC copies of its annual audit report required by ORS 297.425.
20. In the event that funding from DOC is reduced or discontinued by legislative action, COUNTY will not be required to increase use of COUNTY revenue for continuing or maintaining corrections services as set out in this Agreement and an appropriate modification of this Agreement shall be negotiated.
21. COUNTY may pursue funding from other sources to enhance the capabilities of the program set out in this Agreement. DOC shall be fully informed in writing whenever such funding is obtained.
22. COUNTY shall participate in Offender Profile System [OPS] and in Integrated Supervision Information System [ISIS].

IV. DOC RESPONSIBILITIES

1. Participate in accordance with this Agreement.

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2. DOC shall furnish to COUNTY copies of all existing agreements and contracts it may have with other agencies, whether public or private, for the delivery of parole and probation services applicable to COUNTY. COUNTY shall review and approve any such agreement or contract prior to renewal or termination thereof.
3. Provide funding as provided in Section V of this Agreement.
4. Furnish COUNTY, in a timely manner, those rules, administrative directives and procedures required for COUNTY to meet its obligations described herein.
5. DOC shall furnish COUNTY, in a timely manner, those personnel records, documents and forms required for COUNTY to meet its obligations.
6. DOC shall furnish data, descriptive information and reports, available to the DOC and requested by COUNTY, that will assist COUNTY in complying with DOC requirements. This data includes, but is not limited to detail regarding outcomes noted in Section III, Article 4. DOC agrees to, and does hereby grant, COUNTY the right to reproduce, use, and disclose all or part of such reports, data, and technical information furnished under this agreement.
7. DOC shall not hold COUNTY to a higher standard than required by DOC administered corrections field programs.
8. DOC agrees to provide COUNTY an opportunity to review, and comment on all administrative rules intended to incorporate and implement new legislative initiatives that have fiscal or program impact on COUNTY.
9. In the event that by legislative action, funding from DOC is reduced to COUNTY, DOC agrees to provide reasonable notice and reasonable transition opportunity to COUNTY, prior to changes that significantly alter approved appropriations and programs.
10. The DOC Community Corrections Branch will be responsible for all interstate compact matters.

#### V. FUNDS

1. The funds authorized under this Agreement are intended for the implementation of the Plan (Exhibit A) during the term of this Agreement.
2. Funds, services and sanctions are set out in the Plan.

3. Both parties agree that the use of funds may be amended or modified pursuant to Section II of this Agreement by amending the COMMUNITY CORRECTIONS PLAN.
4. Supervision fees collected by COUNTY Community Corrections staff shall be retained by COUNTY and shall be used exclusively for community services purposes as required by Administrative Rule.
5. Underexpenditure of Funds: Funds determined by DOC to be underexpended or unexpended or unencumbered for authorized expenditures shall be refunded to DOC.
6. Unauthorized Expenditures: Any funds expended for unauthorized purposes shall be deducted by DOC from payment or refunded to DOC as may be required.
7. Within 120 days following the end of the State's biennial budget period, COUNTY shall remit State General Fund monies not encumbered in accordance with the State Accounting Manual within the biennial budget period to DOC for reversion to the State General Fund.
8. DOC recognizes COUNTY as an Option I field services administration and an extension of DOC for all field service appropriations provided by the State of Oregon Legislature, for purposes of the delivery of field corrections services.

VI. NON-COMPLIANCE

1. DOC shall periodically review the performance of COUNTY participating under ORS 423.500 to 423.560. COUNTY must substantially comply with the provisions of the approved Plan and DOC operating standards.
2. If the Director of DOC determines that there are reasonable grounds to believe that COUNTY is not in substantial compliance, Director shall notify COUNTY of non-compliance. If COUNTY does not achieve substantial compliance within 30 days, Director shall conduct a hearing to determine whether there is substantial compliance or satisfactory progress toward compliance.
3. After hearing, the Director may suspend all or any portion of financial aid made available to COUNTY until compliance occurs.

VII. HOLD HARMLESS

To the extent permitted by Article 11, Section 7 and Article 11, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, each of the parties hereto agrees

1 to indemnify, within the limits of the Oregon Tort Claims Act, and save the other harmless  
3 from any claim, liability or damage resulting from any error, omission, or act of negligence  
4 on the part of the indemnifying party, its officers, employees or agents in the performance  
5 of its responsibilities under this Agreement, provided the parties shall not be required to  
6 indemnify the other for any such liability arising out of the wrongful acts of the other's  
7 officers, employees or agents.

8 VIII. TERMINATION  
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10 This Agreement shall continue in force and govern all transactions between the  
11 parties hereto until canceled or terminated as follows:  
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- 13 1. It is understood and agreed by the parties hereto that this Agreement shall remain  
14 in force only during its term and shall not continue in force after its term; and there  
15 shall be no automatic extension, but this Agreement may be extended only by  
16 written consent of the parties hereto. Not later than 180 days prior to the expiration  
17 of this Agreement, COUNTY shall notify DOC in writing of its intention to renew  
18 this agreement for another term by entering into a new agreement for the next  
19 biennium.  
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- 21 2. It is understood and agreed by the parties hereto that if any part, term or provision  
22 of this agreement, including any part, term or provision of any appended material,  
23 is held by a court to be illegal or in conflict with any law of the State of Oregon or  
24 applicable administrative rule, that element of the contract including relevant  
25 appended materials shall be void and without effect and shall be treated by the  
26 parties as having been terminated as of the date of determination of voidness.  
27
- 28 3. COUNTY may terminate participation at the end of any month by delivery of a  
29 resolution of the Board of Commissioners to the Director of DOC not less than 180  
30 days before the termination date (ORS 423.545).  
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- 32 4. If COUNTY terminates participation the following shall apply:  
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  - 34 a. The responsibility for correctional services transferred to the COUNTY and  
35 the remaining portion of financial aid shall revert to DOC.  
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  - 37 b. Facilities purchased, renovated or constructed with moneys made available  
38 under ORS 423.500 to 423.560 shall revert to DOC, unless the COUNTY  
39 has participated for 20 continuous years since the facilities were renovated  
40 or constructed. COUNTY and DOC may agree to permit COUNTY to retain  
41 ownership in the facility in exchange for an agreement that COUNTY will  
42 house specified persons under the jurisdiction of DOC.  
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5. It is understood and agreed by the parties hereto that this Agreement shall automatically terminate in the event that the State of Oregon fails to provide any funding. In the event of reduced state funding, the COUNTY may elect to modify the Agreement pursuant to Article III, paragraph 9, or to terminate the Agreement pursuant to Article VIII, paragraph 3.

IX. INTEGRATION

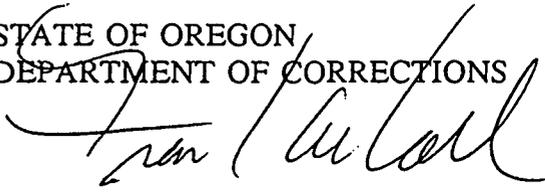
This Agreement, and the Exhibits attached hereto as set out above, embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, either verbal or written, between the parties hereto.

X. TERM

The term of this Agreement shall begin upon the date of execution of this Agreement and shall expire June 30, 1995.

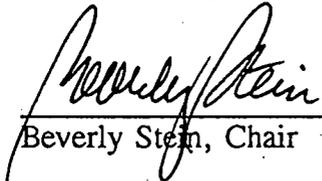
IN WITNESS WHEREOF, COUNTY has, by resolution of its Board of Commissioners, caused this Agreement to be signed in its name by its members or its duly authorized representative, and DOC has caused this Agreement to be executed by its duly authorized representative as of this 30th day of September, 1993.

STATE OF OREGON  
DEPARTMENT OF CORRECTIONS

  
\_\_\_\_\_  
Frank A. Hall, Director

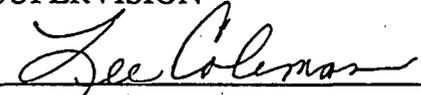
11/17/93  
\_\_\_\_\_  
Date

MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS

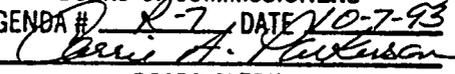
  
\_\_\_\_\_  
Beverly Stein, Chair

10-7-93  
\_\_\_\_\_  
Date

BOARD OF PAROLE AND POST-PRISON  
SUPERVISION

  
\_\_\_\_\_  
Lee Coleman, Chair

\_\_\_\_\_  
Date

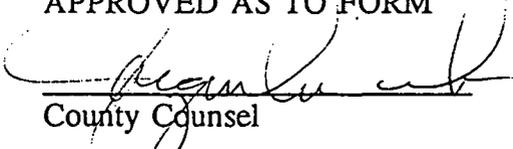
APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # 2-7 DATE 10-7-93  
  
\_\_\_\_\_  
BOARD CLERK

APPROVED AS TO LEGAL SUFFICIENCY

\_\_\_\_\_  
Assistant Attorney General

\_\_\_\_\_  
Date

APPROVED AS TO FORM

  
\_\_\_\_\_  
County Counsel

9-30-93  
\_\_\_\_\_  
Date



CONTRACT APPROVAL FORM  
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 900374  
Amendment # 1

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement  <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-9</u> DATE <u>10/13/94</u>  <u>DEB BOGSTAD</u>          BOARD CLERK</p>
--	--	--

Department Community Corrections Division \_\_\_\_\_ Date 10/3/94

Contract Originator Susan Kaeser Phone 248-3701 Bldg/Room 161/600

Administrative Contact Susan Kaeser Shirine Murphy Phone 248-3701 Bldg/Room 161/600

Description of Contract IGA - Multnomah County and Oregon Department of Corrections addendum - release subsidy funds disbursement to Option I counties.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is  MBE  WBE  QRF

Contractor Name Oregon Department of Corrections  
 Mailing Address 2575 Center Street, NE  
Salem, Oregon 97310  
 Phone 503-945-9050  
 Employer ID# or SS# \_\_\_\_\_  
 Effective Date July 1, 1993  
 Termination Date June 30, 1995  
 Original Contract Amount \$ \$29,153,975.00  
 Total Amount of Previous Amendments \$ \_\_\_\_\_  
 Amount of Amendment \$ \$212,955.00  
 Total Amount of Agreement \$ \$29,366,930.00

Remittance Address \_\_\_\_\_  
(If Different)

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_

Lump Sum \$ \_\_\_\_\_  Due on receipt  
 Monthly \$ \_\_\_\_\_  Net 30  
 Other \$ \_\_\_\_\_  Other \_\_\_\_\_  
 Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

Requirements Not to Exceed \$ \_\_\_\_\_

REQUIRED SIGNATURES:

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

Encumber: Yes  No

Date 10-3-94

Date \_\_\_\_\_

Date 10-3-94

Date October 13, 1994

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND	
01.	156	021	2310									
02.												
03.												

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION CANARY - INITIATION PINK - FINANCE

**ADDENDUM TO INTERGOVERNMENTAL AGREEMENT**

**DATE: 25 July 1994**

**COUNTY: MULTNOMAH**

**BUDGET: \$212,955**

MULTNOMAH COUNTY assures that funds disbursed as RELEASE SUBSIDY FUNDS will be used for the intent and purpose outlined by OAR 291-157-005 through 291-157-055. The following apply:

1. The fund **MUST** be used for subsidy purposes.
2. The following items are eligible for expenditures:
  - a. Provision of housing;
  - b. Programs necessary to comply with conditions or release;
  - c. Transportation for travel to supervision office, residence in the community, employment search, treatment participation; or
  - d. Food, medical and incidental expenses.
3. **RELEASE SUBSIDY FUNDS** cannot be used for:
  - a. Administration;
  - b. Capital outlay;
  - c. Parole/probation officers and other staff positions; or
  - d. County indirect.
4. A subsidy utilization report shall be submitted to the Department with each Allocation and Expenditure Report.

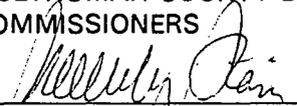
MULTNOMAH COUNTY has, by resolution of its Board of Commissioners, caused this Addendum to the 1993-95 Intergovernmental Agreement to be signed in its name by its duly authorized representative, and DOC has caused this Addendum to be executed by its duly authorized representative as of this 13th day of October, 1994.

STATE OF OREGON  
DEPARTMENT OF CORRECTIONS

\_\_\_\_\_  
Frank A. Hall, Director

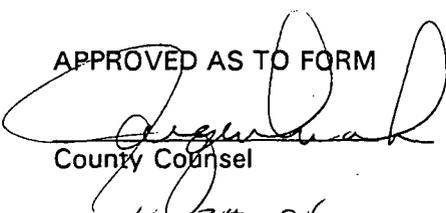
\_\_\_\_\_  
Date

MULTNOMAH COUNTY BOARD OF  
COMMISSIONERS

  
\_\_\_\_\_  
Beverly Stein, Chair

\_\_\_\_\_  
October 13, 1994  
Date

APPROVED AS TO FORM

  
\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-9 DATE 10/13/94  
DEB BOGSTAD  
BOARD CLERK

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR \_\_\_\_\_

(Date)

DEPARTMENT Community Corrections

DIVISION DCC Program Development

CONTACT Michelle Margheris

TELEPHONE 248-3701 161/600

\* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD \_\_\_\_\_

SUGGESTED

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

**A Budget Modification to appropriate revenue from the State of Oregon Department of Corrections to the Department of Community Corrections for the purpose of providing financial support to inmates for release needs which may exceed the funds they have accumulated.**

(ESTIMATED TIME NEEDED ON THE AGENDA)

2. DESCRIPTION OF MODIFICATION

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

Personnel changes are shown in detail on the attached sheet

Beginning August 1, 1994, Multnomah County Department of Community Corrections will be responsible for subsidy payments to inmates returning to the county. The State Department of Corrections has calculated the County's share of subsidy payments at \$212,955 for the period August 1, 1994 – June 30, 1995. This modification will increase DCC Program Development budgeted revenue and contractual expenditures by \$212,955.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Increase CCA Special Subsidy revenue \$212,955

BOARD OF COUNTY COMMISSIONERS  
 1994 OCT - 6 AM 10:36  
 MULTNOMAH COUNTY OREGON

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

\_\_\_\_\_ Fund Contingency before this modification (as of \_\_\_\_\_) \$ \_\_\_\_\_  
 Date  
 After this modification \$ \_\_\_\_\_

Originated By <i>[Signature]</i>	Date <u>10/3/94</u>	Department Director <i>[Signature]</i>	Date <u>10/3/94</u>
Plan/Budget Analyst <i>[Signature]</i>	Date <u>10/5/94</u>	Employee Services	Date
Board Approval <i>[Signature]</i>	Date <u>10/13/94</u>		

**BUDGET MODIFICATION NO. DCC 2**

**EXPENDITURE**

TRANSACTION EB GM [ ]

TRANSACTION DATE \_\_\_\_\_

ACCOUNTING PERIOD \_\_\_\_\_

3

BUDGET FY 94-95

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	021	2310			6060	2,855,415	3,068,370	212,955		Pass Through
											212,955	
		156	021	2310			7100	26,081	27,572	1,491		Indirect @ .7%
											1,491	
		100	045	9130			7608			1,491		Cash Transfer to Fed/State Fund
											1,491	
<b>TOTAL EXPENDITURE CHANGE</b>										215,937	215,937	

**REVENUE**

TRANSACTION EB GM [ ]

TRANSACTION DATE \_\_\_\_\_

ACCOUNTING PERIOD \_\_\_\_\_

3

BUDGET FY 94-95

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Revenue	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	021	2310			2303	0	212,955	212,955		Special Subsidy Fund
		156	021	2310			7601	588,519	590,010	1,491		Gen Fund Cash Transfer
											214,446	
		100	045	7410			6602			1,491	1,491	Svc Reimb from Fed/State Fund
<b>TOTAL REVENUE CHANGE</b>										215,937	215,937	



MULTNOMAH COUNTY DEPARTMENT OF  
COMMUNITY CORRECTIONS

MEMORANDUM

---

TO: Board of County Commissioners

FROM: M. Tamara Holden *M. Tamara Holden*

TODAY'S DATE: October 3, 1994

REQUESTED PLACEMENT DATE: October 13, 1994

RE: Budget Modification-DCC #2 and 1993-94  
IGA with Department of Corrections  
Amendment Agreement.

---

I. Recommendation/Action Requested:

Approve budget modification DCC #2 for the transfer of State Subsidy Allocation Funds to Multnomah County Department of Community Corrections and modification to the 1993-95 inter-governmental agreement with State Department of Corrections.

II. Background/Analysis:

Subsidy funds are used to provide support services to persons released from State Institutions, (parolees). Subsidy funds are only provided to persons with no other resources or options for housing or support. Historically the State Department of Corrections has paid for a portion of the room and board cost for the first thirty days after release and the County has paid for some room and board costs and ancillary services. This proposal will end the dual bookkeeping for subsidy payments, increase the local options for use of the funds, and provide improved responsiveness to the contractors.

III. Financial Impact:

The total financial requirement is determined by the number of persons released, the local costs of supportive services, the length of time a person remains in subsidy status and total funds allocated by Department of Corrections for subsidy. Funds will be allocated to the County using the statewide parole workload formula. Fiscal year 1994-95 allocation is for \$212,955 (eleven months).

IV. Legal Issues:

There are no legal issues. Oregon Administrative Rule(s) 291-157-005 through 291-157-055 provide the authority, purpose and policy for this change in release subsidy payments.

V. Controversial Issues:

None

VI. Link to Current County Policies:

Reduction in administrative overhead while increasing local flexibility in programming in cooperation with the State of Oregon is consistent with county policy.

VII. Citizen Participation:

The Community Corrections Advisory Committee has reviewed and approved this modification.

VIII. Other Government Participation:

This is a cooperative program shift between the State Department of Corrections and Multnomah County.



*Multnomah County*  
*Co-Recipient of the "Director's Award"*  
from  
OREGON EMERGENCY MANAGEMENT  
Department of State Police

*In recognition of the participation and contribution of Multnomah County for  
establishment and support of the Regional Emergency Management Group*

August 30, 1994

Date

*M. Thompson*  
Director

#1

HABITAT FOR HUMANITY

**PLEASE PRINT LEGIBLY!**

MEETING DATE

10/13/94

NAME

ROBERT HARDIES

ADDRESS

R # 5416 NE 14th Pl

STREET

POX, OR97211

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-2

SUPPORT

 OPPOSESUBMIT TO BOARD CLERK

#2

PLEASE PRINT LEGIBLY!

MEETING DATE 10-13-94

NAME Walter + <sup>#2</sup>(Doris) SCOTT

ADDRESS 4552 NE JARRETT

STREET

Portland OR

CITY

97218 ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-2

SUPPORT \_\_\_\_\_

OPPOSE \_\_\_\_\_

SUBMIT TO BOARD CLERK

#3

ROSE CDC

PLEASE PRINT LEGIBLY!

MEETING DATE

10-13-94

NAME

NICK SAUVIE

ADDRESS

17 SE 30TH PL

STREET

FDX

97214

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-2

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

#4

**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 10/13/94

**NAME** Vince Chiotti (Key Officer)

**ADDRESS** 2900 SE 122nd

**STREET**

Foxland,

**CITY**

97236

**ZIP**

**I WISH TO SPEAK ON AGENDA ITEM NO.** R-2

**SUPPORT** ✓ **OPPOSE** \_\_\_\_\_

**SUBMIT TO BOARD CLERK**

#5

**PLEASE PRINT LEGIBLY!**

**MEETING DATE**

10/13

**NAME**

Gretchen Dursch

**ADDRESS**

Housing Our Families

**STREET**

5315 N VANCOUVER

**CITY**

Portland 97217

**ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #**

R-2

**SUPPORT**

**OPPOSE**

**SUBMIT TO BOARD CLERK**



#7

HACIENDA CDC

**PLEASE PRINT LEGIBLY!**

**MEETING DATE**

10-13-94

**NAME**

Marina Velasquez

**ADDRESS**

6826 NE Killingsworth #26

**STREET**

Portland

97218

**CITY**

**ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #**

R-2

**SUPPORT**

X

**OPPOSE**

X

**SUBMIT TO BOARD CLERK**

#8

Partsmouth Project  
Fiske St.

**PLEASE PRINT LEGIBLY!**

MEETING DATE

10-13-99

NAME

LORA CRESWICK

ADDRESS

15203 NW BURLINGTON CT

STREET

PORTLAND ORE 97231

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-2

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

MEETING DATE: OCT 13 1994

AGENDA NO: R-2

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Affordable Housing Development Program transfer recommendations

**BOARD BRIEFING** Date Requested: ~~October 11, 1994~~

Amount of Time Needed: 30 minutes

**REGULAR MEETING:** Date Requested: October 13, 1994

Amount of Time Needed: 30 minutes

**DEPARTMENT:** Community Development **DIVISION:** CFSD

**CONTACT:** HC Tupper **TELEPHONE #:** 248-3114

**BLDG/ROOM #:** 412/201

**PERSON(S) MAKING PRESENTATION:** HC Tupper / Cecile Pitts

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

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

Public hearing as required by County ordinance for the Board of County Commissioners to hear the recommendations of the Technical Review Committee for the Affordable Housing Development Program and render decisions concerning the transfer requests of non profit housing agencies for County acquired properties.

10/21/94 copies of ORDER 94-195 to  
HC Tupper & Beverly SCOTT

Hacienda CDC  
CHRIS PIERCE  
284-4672

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** \_\_\_\_\_

OR

**DEPARTMENT MANAGER:** Edenya Pae. (HP)

BOARD OF  
COUNTY COMMISSIONERS  
1994 OCT - 4 AM 10:12  
MULTNOMAH COUNTY  
OREGON

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES  
HOUSING AND COMMUNITY SERVICES DIVISION (503) 248-3339  
COMMUNITY DEVELOPMENT PROGRAM OFFICE (503) 248-5000  
2115 S.E. MORRISON  
PORTLAND, OREGON 97214  
FAX: (503) 248-3048

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

## MEMORANDUM

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director *Lorenzo Poe* (HP)  
Community and Family Services Division

Cecile Pitts, Director  
Community Development Program

DATE: September 26, 1994

SUBJECT: Consideration of the recommendations and report of  
the Technical Review Committee of the Affordable  
Housing Development Program.

I. **Recommendation/Action Requested:** The Community and Family Services Division, Community Development Program recommends that the Board of Commissioners review and consider the attached report and recommendations of the Technical Review Committee for the Affordable Housing Development Program (AHDP). Non profit housing agencies requesting transfer of County acquired tax foreclosed properties will attend a public hearing sheduled for October 13, 1994.

II. **Background Analysis:** The Board of Commissioners adopted the AHDP to foster the development of low income housing in Multnomah County. The Technical Review Committee has carefully reviewed the applications from nonprofit housing sponsors according to the AHDP rating and ranking rules. The non profit housing sponsors will be sent the same recommendation report for their particular property requests that the Board recieves. Notice of the public hearing before the Board regarding the transfer requests will be published in the daily newspaper for two consecutive weeks before the hearing. The Technical Review Committee will be represented at the public hearing to respond ro questions from the Board, applicants or others.

III. **Financial Impact:** The County, should the AHDP transfer recommendations be approved, will be providing a total subsidy of eighteen donated proerties to eight different agencies. The most recent total value ascribed to these properties for tax collection

purposes is approximately \$270,000. The AHDP places a lien on transferred property to secure development will occur as proposed. The recommendation matrix and individual reports show the assessed value and cancelled taxes and costs attached to each property.

**IV. Legal Issues:** The enabling Ordinance and all transfer documents and agreements pertinent to the AHDP have been reviewed by County Counsel.

**V. Link to Current County Policy:** The activity is consistent with the Comprehensive Housing Affordability Strategy.

**VI. Citizen Participation:** The AHDP procedures were adopted by the Board in public meetings. A member of the Technical Review Committee is selected by the Multnomah County Citizen Involvement Committee. All decisions on property transfers are made by the Board in public meeting.

**VII. Other Government Participation:** The City of Portland and the City of Gresham both have representatives on the Technical Review Committee. The State Housing Trust fund loan and grant programs are frequent funding sources for projects that begin with the County land donation.



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES  
HOUSING AND COMMUNITY SERVICES DIVISION (503) 248-3339  
COMMUNITY DEVELOPMENT PROGRAM OFFICE (503) 248-5000  
2115 S.E. MORRISON  
PORTLAND, OREGON 97214  
FAX: (503) 248-3048

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

## M E M O R A N D U M

TO: Board of County Commissioners

FROM: Technical Review Committee of the Multnomah County  
Affordable Housing Development Program (AHDP)

Cecile Pitts, County Community Development  
HC Tupper, Housing Development Specialist

DATE: September 21, 1994

SUBJECT: Recommendation for Action on 1994 AHDP

This memo transmits the project ranking report of the County AHDP in support of the public hearing scheduled October 13, 1994 before the Board of County Commissioners. The report includes a matrix summary of the applications and recommendations; and the AHDP Technical Review Committee ranking report. Also attached is the Committee roster.

The report provides review and recommendation for each application received along with the conditions recommended for each transfer. Complete applications and review information is kept on file at the Community Development office. A summary of the recommendation and description of the process follows.

### SUMMARY OF THE RECOMMENDATION:

Based on the review process established in the adopted procedures of the AHDP, the Committee is recommending transfer of eighteen properties to local non profit housing sponsors. Transfer is to be made for no consideration; the value of the taxes and expenses represented by the properties proposed for transfer is \$119,705.45. The most recent property value set by the County Assessor for the properties recommended for transfer is \$270,200.00.

A summary of the proposed development to be carried out with the donated property is as follows:

37 units of rental housing for very low income families.

- 1 units of rental housing for low income families.
- 4 units of owner occupied housing for very low income families (50% of area median income).
- 2 units of owner occupied housing for low income families (80% of area median income).

The properties leverage approximately 1.6 million dollars of development resources to be brought to Multnomah County to carry out the proposed projects. Of these funds, more than 60% are estimated to originate from sources other than the City of Portland, County or the City of Gresham.

The Committee recommendation includes award to eight local non profit agencies: three agencies which had received property before, and five newcomers. For two of the recipient agencies this property constitutes the first development project undertaken by their organization.

#### SUMMARY OF THE PROCESS:

The application process is established by County Ordinance 753 and the adopted AHDP Procedures. Non profit housing sponsors were notified of property under AHDP in early June. A workshop for interested parties was held on June 3rd and applications and mapping materials were made available to participants. Technical assistance was provided as requested during the application period. Applicants had 45 days to complete the submittal which were due on July 18 at the Community Development Office.

The Technical Review Committee reviewed each application according to the adopted program criteria and purpose. In some instances additional information was requested. All applicants had to meet established threshold criteria to be considered for a recommendation of award:

- a. Applicant demonstrated capacity to carry out the project.
- b. Applicant proposes project plan that results in timely completion of the project.
- c. Applicant financial plan is complete and sufficient to carry out the project.
- d. Applicant provides sufficient operation and maintenance plan including hazard insurance during construction and development phase of project.
- e. Applicant demonstrates community support.

Applicants were also given an opportunity to apply for bonus consideration based on two additional criteria:

- Applicant demonstrated project results in housing affordable to very low income families (50% of the area) median, in Multnomah County this is \$21,250 for a family of four).

- Applicant demonstrates commitment to ensure longer term affordability for project.

In the case of competing applications the Committee considered the strongest applications based on these criteria.

Hearing process: Notice of the hearing is mailed to each applicant and published in the Oregonian for two consecutive weeks. At the conclusion of the hearing the Board of County Commissioners may order approval of the transfers if they determine that the following conditions are met:

1. It is the most appropriate use of the property; and,
2. It will aid and cooperate in the planning, undertaking, construction or operations of a housing project; and,
3. The recipient agencies meet the threshold of the AHDP as adopted by the Board in the program procedures.

Please feel free to contact me or HC Tupper of the County Community Development program if you have questions or wish to discuss this material.

Community Development Staff and various members of the Technical Review Committee will be available at the hearing to respond to questions or issues.

TECHNICAL REVIEW COMMITTEE MEMBERSHIP  
April 7, 1994

---

Neighborhood Partnership Fund	Ed McNamara 227-6846	621 SW Morrison, #725 Portland, OR 97205
Banking Industry	Gary Hager First Interstate Bank 340-5432	POB 3131 - MP5 Portland, OR 97208-3131
Citizen Involvement Committee	Teri Duffy 287-9872	2814 NE 7th Ave. Portland, OR 97212
City of Portland	Martha McLennan City of Portland BCD 823-2386	B157/600 808 SW Third, #600 Portland, OR 97204
City of Gresham	Pete von Christerson 669-2643 661-3000	1333 NW Eastman Pkwy Gresham, OR 97030
Tax/Title Program	Larry Baxter /3744 Pat Jones /3728	B421/2nd
Com. Salzman	Katherine Burk 6216	B106/R1500
Com. Collier	Darlene Carlson 5126	B106/R1500
Com. Hanson	Pam Arden 5239	B106/1510
Com. Kelley	Carolyn Marks-Bax 5085	B101/R606
Chair Stein	Maria Rojo de Steffey 3308	B106/R1410
Community Development	Cecile Pitts/ H.C. Tupper	B412/R237

MULTNOMAH COUNTY  
AFFORDABLE HOUSING DEVELOPMENT PROGRAM  
Technical Review Committee

ORGANIZATION/ TAX ACCOUNT #	ADDRESS	TYPE OF PROPOSAL	TAXES/EXPENSES	RECOMMENDATION
<b>HABITAT</b>				
92610-1720	Former 6210 NE 8th Ave.	1 unit home ownership, very low income	\$ 7,374.10	approve
91640-1920	★ East 77 NE Cook	1 unit home ownership, very low income	\$ 7,648.83	approve
43410-2440	○ Frmr 4815 NE Killingswth	1 unit home ownership, very low income	\$ 1,000.00	approve
61150-1560	● West of 3911 NE 11th Ave	1 unit home ownership, very low income	\$ 2,462.15	deny
<b>HUMAN SOLUTIONS</b>				
85871-3240	SE Ankeny between 118th	3 properties, 20 rental units, very low income families	\$ 4,661.23	approve
85871-3260	and 120th (3 properties)		\$ 1,127.13	approve
85871-3310	"		\$ 1,797.65	approve
74470-0540	▲ North of 4605 NE 118th	5 rental units, very low income families	\$ 7,824.95	approve
<b>CHRISTIAN WOMEN AGAINST CRIME</b>				
91640-1920	★ East of 77 NE Cook	6 unit group home for teen moms and children	\$ 7,648.83	deny
<b>HOST</b>				
61150-1560	● West of 3911 NE 11th	1 unit home ownership, low income families	\$ 2,462.15	deny
<b>ROSE CDC</b>				
54650-0190	6204 SE 93rd	Rehab 1 rental unit, very low income families	\$ 8,301.60	approve
14980-0710	Former 10018 SE Insley	1 rental unit, very low income families	\$11,698.26	approve

ORGANIZATION/ TAX ACCOUNT #	ADDRESS	TYPE OF PROPOSAL	TAXES/EXPENSES	RECOMMENDATION
<b>ROSE CDC (cont'd.)</b>				
19790-0820	6044 SE Flavel	2 rental units, very low income families	\$17,400.95	approve
<b>PORTSMOUTH</b>				
30460-1450	Former 8267 N Fiske Av	2 unit home ownership, 80% area median income	\$ 4,785.00	approve
<b>HOUSING OUR FAMILIES</b>				
59190-3760	Former 3971-3977 N Miss	5 rental/3 commercial units, very low income families	\$ 5,005.39	approve
91640-1530	26 NE Ivy	Rehab 1 rental unit, very low income, large family	\$ 9,762.96	approve
59190-6770	3601 N Mississippi	Rehab 1 rental unit, very low income, large family	\$ 6,541.37	approve
<b>SABIN CDC</b>				
61150-1560	● West of 3911 NE 11th Av.	1 unit rent-to-own, very low income family	\$ 2,462.15	approve
<b>HACIENDA CDC</b>				
51700-0710	■ 5275 NE 74th Ave.	2 properties - 1 unit rental, large families	\$10,113.97	approve
51700-0690	■ 5285 74th Ave.		\$ 6,587.09	approve
43410-2440	○ Frmr 4815 NE Killingswth	1 unit rental, large families	\$ 1,000.00	deny
74470-0540	▲ N. of 4605 NE 118th Ave.	4 rental units, large families	\$ 7,824.95	deny
<b>MIRACLE REVIVALS</b>				
51700-0710	■ 5275 NE 74th Ave.	2 properties - 1 unit rental	\$10,113.97	deny
51700-0690	■ 5285 NE 74th Ave.		\$ 6,587.09	deny

ORGANIZATION/ TAX ACCOUNT #	ADDRESS	TYPE OF PROPOSAL	TAXES/EXPENSES	RECOMMENDATION
<b>MIRACLE REVIVALS</b> (cont'd.)				
32270-2280	1130 NE 155th Ave.	1 unit rental	\$ 7,168.67	deny
16640-1590	5627 NE 9th Ave.	Rehab, 1 unit rental	\$ 5,612.82	approve

MULTNOMAH COUNTY  
AFFORDABLE HOUSING DEVELOPMENT PROGRAM  
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Dated: September 12, 1994

Applicant: Habitat for Humanity Project Name: Eliot Neighborhood Project  
Property Location: E. of 77 NE Cook; Williams Ave. Add  
E. 1/2 of Lots 16 & 17  
Tax Account Number: 91640-1920

Description of Project and Proposed Use: Habitat will build a single family home for sale to a very low income family currently living in substandard housing. The Habitat development model requires prospective buyers to invest 400 hours of sweat equity in the construction of the house. Monthly mortgage payments are estimated at \$305.00, including the costs of property taxes and insurance. Construction materials and labor will be donated. Property Value: \$3,200.00 ; Taxes & Costs: \$7,648.83.

**Committee Recommendation:** The Committee recommends approval of this application as described.

**Committee Comments:** Another strong proposal was submitted for this tract. The Habitat proposal showed great community support as well as the endorsement of the Eliot Neighborhood Association. This project will offer a home ownership opportunity to a very low income family that would not otherwise be able to finance the purchase of a home. Habitat's declining second mortgage and resale restrictions ensure a long term of affordability. The development capacity of Habitat and its great record of timely completion and use played a large part in this recommendation for transfer.

**Program Criteria:** Applicant meets the minimum threshold requirements established by the Affordable Housing Development Program.

**Bonus Point Criteria:** Applicant received bonus points in both criteria categories.

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AFFORDABLE HOUSING DEVELOPMENT PROGRAM  
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Dated: September 12, 1994

Applicant: Habitat for Humanity Project Name: Killingsworth Project  
Property Location: Former 4815 NE Killingsworth  
Jorbade; Tax Lot #11 of Lot 13, Block 1  
Tax Account Number: 43410-2440

Description of Project and proposed use: Habitat will construct a single family home for occupancy by a very low income family ineligible for conventional loan programs and currently living in substandard housing. Families must invest 400 sweat equity hours in the construction of the house or on other Habitat projects. House will be constructed with volunteer skilled and unskilled labor and donated materials. Property Value: \$19,600 ; taxes & costs: \$1,000.00.

**Committee Recommendation:** The Committee recommends approval of this application as described.

**Committee Comments:** Habitat has been successfully soliciting corporate and other group sponsorship of individual house projects. The house built on this site will be affordable to very low income families using no more than 25% of their net income to defray monthly housing costs projected at \$305.00 including principal payments, property taxes and insurance. The Habitat loan accrues no interest, on a loan amount of \$45,000, which is based on the projected value of the donated construction. Habitat ensures long term low income use of the property by a ten year contractual ban on resale by the original buyer and a declining second mortgage in which the buyer earns partial forgiveness of the mortgage every year for the 20 year term of the lien. If title is transferred before the expiration of the twenty year term of the second mortgage the family must pay the remaining balance to Habitat to finance other construction projects. This project has great neighbor and community support and has a good record of completion.

**Program Criteria:** Applicant meets the minimum threshold requirements established by the Affordable Housing Development Program.

**Bonus Point Criteria:** Applicant received bonus points in both criteria categories.

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Dated: September 12, 1994

Applicant: Habitat for Humanity Project Name: Sabin Neighborhood Project

Property Location: W of 3911 NE 11th  
North Irvington, W 1/2 of Lots 9 & 10, Block 7

Tax Account Number: 61150-1560

Description of Project and Proposed Use: Habitat proposes to build a single family home for sale to a very low income family. The Habitat development model includes sweat equity from the prospective owner and construction labor and materials donated. Monthly mortgage payments are estimated at \$305.00, for a home with a purchase price of @\$45,00.00  
Property Value: \$5,300.00 ; Taxes & Costs: \$2,462.15.

**Committee Recommendation:** The Committee recommends denial of this application.

**Committee Comments:** Strong proposal serving very low income families over a long term of affordability. The equally strong proposal submitted by Sabin CDC for the same parcel made this a particularly difficult decision. Habitat is being recommended to receive transfer of three other parcels in this round of the program. Both proposals received strong community support and serve very low income clients. The Sabin proposal included an innovative lease to own component and a very well thought out project financial and development plan which offset the demonstrated capacity of Habitat to solicit financial and volunteer support for their projects. The indigenous, community based nature of Sabin CDC coupled with a strong and complete application for the only property available under AHDP in the Sabin neighborhood, were persuasive in making this recommendation.

**Program Criteria:** Applicant meets the minimum threshold requirements established by the Affordable Housing Development Program.

**Bonus Point Criteria:** Applicant received bonus points in both criteria categories.

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Dated: September 12, 1994

Applicant: Habitat for Humanity Project Name: Woodlawn Project  
Property Location: Formerly 6210 NE 8th, Woodlawn Heights, Lot 1  
Tax Account Number: 92610-1720

Description of Project and Proposed Use: Sponsor intends to build a single family home for very low income homeowner family. Home will have three bedrooms, one bathroom. Purchase price of home will be \$45,000 and carries a ten year repurchase option for Habitat which will preserve affordability. Value of the property: \$2,100; taxes owed: \$7,374.10.

**Committee Recommendation:** The Committee recommends approval of this application as described.

**Committee Comments:** The proposal is strong and there are no alternative applications for the property. Habitat is proposing to use their existing model of home ownership development for this project. The property will be developed in partnership with a volunteer community group and the recipient family.

Financing for construction comes from the volunteer group.

**Program Criteria:** Applicant meets the minimum threshold requirements established by the Affordable Housing Development Program.

**Bonus Point Criteria:** Applicant received bonus points in both criteria categories.

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Dated: September 12, 1994

Applicant: Human Solutions, Inc. Project Name: Ankeny Arms

Property Location: SE Ankeny between 119th and 120th

Tax Account Numbers: 85871-3240; 85871-3260 and 85871-3310

Description of Project and Proposed Use: HSI is proposing to develop 20 rental units on three properties located between 119th and 120th on SE Ankeny. The site is zoned for high density residential with a transit overlay. The rent structure is affordable for persons at 50% of the median (very low income). The final project will rely on 1995 Low Income Housing Tax Credits and Oregon Lenders Tax Credits. Value of the property: \$27,500; taxes owed: \$7,586.01.

**Committee Recommendation:** The Committee recommends approval of this application as described.

**Committee Comments:** This is a compelling application and there is no competitive proposal to consider. HSI demonstrates the capacity to carry out a project of this kind, however there are challenges. The project is proposes use of funding to be applied for at a later date. Currently, the State is anticipating available LIHTC in 1995. The availability of OLTC is not clear. The project sponsor can apply for Portland Development Commission funding as needed. No commitment has been made at this time.

Secondly, the project will involve substantial off site improvements (primarily street construction). Initial discussion with the City of Portland Bureau of Housing and Community Development has indicated that the off site improvements may be eligible for federal assistance. No commitment has been made at this time.

Finally, the project may have some initial neighborhood resistance. The project is designed to carry out the density policy of the transit overlay zoning. The properties immediately adjacent to these sites are currently developed as single family.

The Committee recommendation to award the property to HSI is based on the strong benefit of increased affordable rental housing serving very low income families in mid county. The Committee was also aware of HSI's capacity as a fund raiser and as a good neighbor.

**Program Criteria:** Applicant meets the minimum threshold requirements established by the Affordable Housing Development Program.

**Bonus Point Criteria:** Applicant received bonus points in both criteria categories.

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Dated: September 12, 1994

Applicant: Human Solutions, Inc. Project Name: Sandy Terrace

Property Location: N. of 4605 NE 118th Ave.

Tax Account Number: 74470-0540

Description of Project and Proposed Use: HSI proposes to build five large family rental units targeted to families at 50% of the median income. Units will be 2,3 and 4 bedroom. Financial plan proposes seeking loan monies from PDC, grant funds from the State housing trust fund, additional grant funds from the City HOME entitlement and the Federal Home Loan Bank will be sought, reducing the amount of conventional bank financing required to make the project feasible. Rental cost for the three bedroom apartment projected at \$520.00 monthly. Property Value: \$20,800.00 ; Taxes & Costs: \$7,824.94.

**Committee Recommendation:** The Committee recommends approval of this application as described.

**Committee Comments:** Both HSI and Hacienda CDC applied for this tract. The HSI proposal has a more developed financial plan with large units affordable to families at 50% of the median income. The Hacienda application proposed rental housing for large families at 80% of the median income. HSI proposes five units under existing permissive zoning while Hacienda proposed four units. No AHDP transfer of property to non profit housing sponsors have been made for rental properties at the 80% income level. Hacienda proposes to take the subsidy of County donated land secure conventional bank financing and rent to families at 80% of the median income. The Committee recommendation of award to HSI is based on the demonstrated need to increase very low income rental housing in Mid County.

**Program Criteria:** Applicant meets the minimum threshold requirements established by the Affordable Housing Development Program.

**Bonus Point Criteria:** Applicant received bonus points in both criteria categories.

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Dated: September 12, 1994

Applicant: Christian Women  
Against Crime Project Name: Sister House  
Property Location: E. of 77 NE Cook Street; Williams Ave. Add.  
E. 1/2 of Lots 16 & 17, Block 7  
Tax Account Number: 91640-1920

**Description of Project and Proposed Use:**

Build group home for young adolescent pregnant girls or young mothers with infants. Housing is planned for six mothers with babies and on site staff. Most residents will be referred by CSD as emancipated individuals with very low income. Funding is projected to come from the State Housing Trust Fund and HELP grants, Local HOME entitlement funds and corporate and foundation grants. Property value:\$3,200.00 ; Taxes: \$7,648.83.

**Committee Recommendation:** The Committee recommends denial of this application as described.

**Committee Comments:** Worthy proposal on a site with strong competition. Eliot Neighborhood Association opposes this project and other special needs housing development, arguing over saturation of this kind of housing in their neighborhood. Immediate neighbors showed support for project. Project as proposed with six residents plus unspecified supervisory staff would require site design review as a compact residential care facility and continuing discussions with the unsupportive neighborhood association. Cost proposals for both construction and services vary within the proposal. Funding is tentative. Habitat project has neighborhood association support and a strong certainty of expeditious completion.

**Program Criteria:** Applicant meets the minimum threshold requirements established by the Affordable Housing Development Program.

**Bonus Point Criteria:** Applicant received bonus points in both criteria categories.

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Dated: September 12, 1994

Applicant: HOST Development, Inc. Project Name: HOST-#22

Property Location: West of 3911 NE 11th

Tax Account Number: 61150-1560

Description of Project and Proposed Use: HOST proposes to build a new, approximately 1600 square foot single family residence, selling for \$65,000 to a family at 80% of the median income. HOST has an available line of credit from a local bank consortium to fund project construction costs. County land donation is passed on to buyer, which results in lower sales price and lesser down payment requirement to close FHA loan.

Property Value:\$5,300.00 ; Taxes & Costs: \$2,462.15.

**Committee Recommendation:** The Committee recommends denial of this application as described.

**Committee Comments:** Strong homeownership application, for buyers at 80% of the area median income, submitted by a capable sponsor. Competing proposals provide homeownership opportunity to buyers at very low income. Other proposals for this lot demonstrated support both from immediate neighbors and neighborhood groups. HOST requires buyer to acquire loan financing to purchase home. Competing proposals provide below market rate financing and lease to own program to make house affordable to very income family.

**Program Criteria:** Applicant meets the minimum threshold requirements established by the Affordable Housing Development Program.

**Bonus Point Criteria:** Applicant did not receive bonus points.

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Dated: September 12, 1994

Applicant: Rose CDC Project Name: Rose Scattered Sites - 1

Property Location: 6704 SE 93rd Ave.

Tax Account Number: 54650-0190

Description of Project and Proposed Use: Sponsor intends to rehabilitate the existing home on this property. The development plan includes an addition, to result in a three bedroom home affordable for families at 50% of the area median income. Proposed rents are \$469 for the three bedroom home. Rose proposes to maintain the affordability for 25 years. Development financing is secured. Value of the property: \$32,300; taxes owed: \$8,301.60.

**Committee Recommendation:** The Committee recommends approval of this application as described.

**Committee Comments:** This is a strong proposal and there is no competition for the property. The applicant is proposing to use their existing model for rental housing management for this project. Financing for rehabilitation is secured. Rose CDC has received six properties in prior cycles of AHDP. Financing was recently secured for these properties and construction is scheduled this fall.

**Program Criteria:** Applicant meets the minimum threshold requirements established by the Affordable Housing Development Program.

**Bonus Point Criteria:** Applicant received bonus points in both criteria categories.

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Dated: September 12, 1994

Applicant: Rose CDC Project Name: Rose Scattered Sites - 2

Property Location: Former 10018 SE Insley

Tax Account Number: 14980-0710

Description of Project and Proposed Use: Sponsor intends to build a single family home as a rental for very low income home owner family. Home will have three to four bedrooms, one and one half to two bathrooms. Proposed rents are \$469 for the three bedroom model, and \$521 for the four bedroom model. Rose proposes to maintain the affordability for 25 years. Development financing is secured. Value of the property: \$17,600; taxes owed: \$11,698.26.

**Committee Recommendation:** The Committee recommends approval of this application as described.

**Committee Comments:** This is strong proposal and there is no competition for the property. The applicant is proposing to use their existing model for rental housing development for this project. Financing for construction is secured. The project is new construction of a single family home. Rose CDC has received six properties in prior cycles of AHDP. Financing was recently secured for these properties and construction is scheduled this fall.

**Program Criteria:** Applicant meets the minimum threshold requirements established by the Affordable Housing Development Program.

**Bonus Point Criteria:** Applicant received bonus points in both criteria categories.

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Dated: September 12, 1994

Applicant: Rose CDC Project Name: Rose Scattered Sites - 3

Property Location: 6044 SE Flavel

Tax Account Number: 19790-0820

Description of Project and Proposed Use: Sponsor intends to build two single family homes as a rental for very low income families. The homes will have three to four bedrooms, one and one half to two bathrooms. Proposed rents are \$469 for the three bedroom model, and \$521 for the four bedroom model. Rose proposes to maintain the affordability for 25 years. Development financing is secured. Value of the property: \$69,600; taxes owed: \$17,400.95

**Committee Recommendation:** The Committee recommends approval of this application as described.

**Committee Comments:** This is a strong proposal and there is no competition for the property. The applicant is proposing to use their existing model for rental housing development for this project. Financing for construction is secured. The project is new construction of a single family home. Rose CDC has received six properties in prior cycles of AHDP. Financing is secured for these properties and construction is scheduled this fall for the first three.

The Committee requested the sponsor clarify the demolition costs for this project and assure the County that the construction budget remains feasible under any revisions.

**Program Criteria:** Applicant meets the minimum threshold requirements established by the Affordable Housing Development Program.

**Bonus Point Criteria:** Applicant received bonus points in both criteria categories.

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Dated: September 12, 1994

Applicant: Portsmouth Project Project Name: Fiske Street  
Demonstration Site Property Location: Former 8267 N. Fiske Ave.  
Tax Account Number: 30460-1450

Description of Project and Proposed Use: Sponsor proposes to build two attached homes, each 1250 square feet, for sale to lower income families. Half the proposed \$60,000 per unit construction cost would be provided in donations and contributions of labor from the Roosevelt High School construction trades students. Property Value: \$7,100.00 ; Taxes & Costs: \$4,785.00.

**Committee Recommendation:** The Committee recommends approval of this application as described. The Committee also recommends that County staff closely monitor construction progress and assist Portsmouth in meeting the AHDP affordability requirements.

**Committee Comments:** The Portsmouth proposal is largely unchanged from the application submitted last year to AHDP. Portsmouth CDC has achieved the organizational milestone of IRS 501(c)3 tax exempt agency status since the last application round. Substantial zoning and subdivision obstacles and the associated costs remain unaddressed in the application. The financial and development funding plans are sketchy. The proposal shows good community support and a strong outreach to Roosevelt High School and other potential local contributors. County staff will closely monitor construction progress and assist Portsmouth with assuring the housing built benefits persons at 80% of the median income or less.

**Program Criteria:** Applicant meets the minimum threshold requirements established by the Affordable Housing Development Program.

**Bonus Point Criteria:** Applicant received no bonus points.

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Dated: September 12, 1994

Applicant: Housing Our Families Project Name: New Mixed Use Construction

Property Location: Lot between N. Shaver and N. Mississippi  
formerly 3917-3977 N. Mississippi

Tax Account Number: 59190-3960

Description of Project and Proposed Use: Housing Our Families is proposing to develop this property as a two story, mixed use development. The building is proposed to include 4,400 square feet residential space and 3,800 square feet of commercial rental space. The residential development is proposed to include one special need single room occupancy unit, two 2-bedroom units and two 3-bedroom units. The commercial space will accommodate three tenants. The rent structure will target affordability to very low income families (50% of the area median). The sponsor has committed to retain the affordability for 60 years. The commercial anchor tenant is Housing Our Families. Commercial space would be rented at a rate of \$1.10 per foot. Value of the property: \$9,800; taxes owed: \$5,005.39.

**Committee Recommendation:** The Committee recommends approval of this application as described.

**Committee Comments:** The proposal is compelling and there are no alternative applications for the property. The applicant is proposing to use their existing rental management model for the residential development. The project is substantially residential (55% of the developed space).

**Program Criteria:** Applicant meets the minimum threshold requirements established by the Affordable Housing Development Program.

**Bonus Point Criteria:** Applicant received bonus points in both criteria categories.

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Dated: September 12, 1994

Applicant: Housing Our Families Project Name: Yellow Single Family House

Property Location: 26 N.E. Ivy

Tax Account Number: 91640-1530

Description of Project and Proposed Use: The sponsor is proposing to rehabilitate the house on this property, the result being a five-bedroom home affordable for large families earning 50% of the area median (very low income). The proposed rent for the completed home is \$500. The sponsor has committed to retain the affordability of the completed home for 50 years. Value of the property: \$25,000; taxes owed: \$9,762.96

**Committee Recommendation:** The Committee recommends approval of this application as described.

**Committee Comments:** The proposal is compelling and there are no alternative applications for the property. The applicant is proposing to use their existing rental management model.

**Program Criteria:** Applicant meets the minimum threshold requirements established by the Affordable Housing Development Program.

**Bonus Point Criteria:** Applicant received bonus points in both criteria categories.

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Applicant: Housing Our Families Project Name: Blue Single Family House

Property Location: 3601 N. Mississippi

Tax Account Number: 59190-6770

Description of Project and Proposed Use: The sponsor is proposing to rehabilitate the house on this property, the result being a three-bedroom home affordable for large families earning 50% of the area median (very low income). The proposed rent for the completed is \$430. The sponsor has committed to retain the affordability of the completed home for 50 years. Value of the property: \$13,000; taxes owed: \$6,541.37.

**Committee Recommendation:** The Committee recommends approval of this application as described.

**Committee Comments:** The proposal is compelling and there are no alternative applications for the property. The applicant is proposing to use their existing rental management model for the project.

**Program Criteria:** Applicant meets the minimum threshold requirements established by the Affordable Housing Development Program.

**Bonus Point Criteria:** Applicant received bonus points in both criteria categories.

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Dated: September 12, 1994

Pilot Lease-Purchase

Applicant: Sabin CDC Project Name: New Construction

Property Location: Vacant Lot on Failing between 10th and 11th

Tax Account Number: 61150-1560

Description of Project and Proposed Use: Sponsor proposes to build a new, three bedroom, single family residence at a cost of @\$67,500. House will be utilized as a rental at 50% of the median income and as a lease/purchase project offering very low income home ownership opportunity. A portion of rent would be paid to an escrow to be used to defray down payment and closing costs. Fannie Mae provides loan guarantee funds to local banks participating in underwriting low income first time home buyer loans. Property Value: \$5,300.00 ; Taxes and Costs: \$2,462.15.

**Committee Recommendation:** The Committee recommends approval of this application as described.

**Committee Comments:** Strong, innovative proposal from the recently staffed community based organization. Other strong proposals, with significant community support were received for this parcel. The Committee favored the Sabin commitment to serve very low income families, complete project and development plan and the opportunity provided by the lease /purchase component of the project.

**Program Criteria:** Applicant meets the minimum threshold requirements established by the Affordable Housing Development Program.

**Bonus Point Criteria:** Applicant received bonus points in both criteria categories.

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Applicant: Hacienda CDC Project Name: Large Family Rental  
Housing Program - 4  
Property Location: 5275 NE 74th Ave. & 5285 NE 74th Ave,  
Tax Account Number: 51700-0710 ; 51700-0690

Description of Project and Proposed Use: Hacienda proposes to combine the two adjacent lots and build a new four bedroom house for rental to lower income large families. Property Value (both tracts): \$40,400 ; Taxes & Costs (both tracts): \$16,701.06.

**Committee Recommendation:** The Committee recommends approval of this application as described. The Committee recommends that County staff work closely with Hacienda to pursue lower rents and assuring the AHDP affordability requirements are met.

**Committee Comments:** Contradictory rental costs were listed in the application. The rental cost of \$850.00 without a stipulated utility allowance may raise the rents above Fair Market rents. The Technical Review Committee strongly encourages Hacienda to seek other below market rate financing and available grant funds to achieve affordable rents. The suggested use of the house for Section Eight certified renters would meet the AHDP beneficiary income guidelines. The need for large family rentals is well documented.

**Program Criteria:** Applicant meets the minimum threshold requirements established by the Affordable Housing Development Program.

**Bonus Point Criteria:** Applicant received bonus points in the longer term affordability criterion category.

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Dated: September 12, 1994

Applicant: Hacienda CDC Project Name: Large Family Rental Housing Program - 1

Property Location: 5285 NE 74th Ave.

Tax Account Number: 51700-0690

Description of Project and Proposed Use:

**Committee Recommendation:** The Committee recommends approval of this application as described.

**Committee Comments:**

**Program Criteria:** Applicant meets the minimum threshold requirements established by the Affordable Housing Development Program. Specific issues and recommended conditions are described under the Committee Comments and Recommendations section of this report.

**Bonus Point Criteria:** Applicant received bonus points in both criteria categories.

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Dated: September 12, 1994

Applicant: Hacienda CDC Project Name: Large Family Rental  
Housing Program - 2  
Property Location: Former 4815 NE Killingsworth St.  
Tax Account Number: 43410-2440

Description of Project and Proposed Use: Construct new four bedroom single family home for rental to lower income large families. Rents calculated at \$725.00 monthly, construction costs roughly estimated at \$66,300. Property Value:\$19,600 ; Taxes & Costs: \$1,000.00.

**Committee Recommendation:** The Committee recommends denial of this application as described.

**Committee Comments:** The competing proposal submitted for this site offers very low income families home ownership opportunities. The competing proposal generated considerable community support and committed other donations in addition to the County land subsidy to provide long term affordability to the buyers, both in financing and construction methods. Hacienda proposes to take the County land donation and get a conventional market rate bank loan to finance project development. Though mention was made in the application of seeking other financing sources to secure more favorable rents, the financing plan was based upon conventional loan financing.

**Program Criteria:** Applicant meets the minimum threshold requirements established by the Affordable Housing Development Program.

**Bonus Point Criteria:** Applicant received bonus points in the longer term affordability criterion category.

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Dated: September 12, 1994

Applicant: Hacienda CDC Project Name: Large Family Rental  
Housing Program - 3

Property Location: N. of 4605 NE 118th Ave.

Tax Account Number: 74470-0540

Description of Project and Proposed Use: Sponsor proposes to build a four plex of three bedroom units for lower income large families. Estimated construction costs are \$225,000, rents are projected at \$650.00 monthly. Property Value: \$20,800.00 ; Taxes & Costs: \$7,824.95.

**Committee Recommendation:** The Committee recommends denial of this application as described.

**Committee Comments:** A competing application was submitted for this parcel proposing the development of large three bedroom units affordable to large families at 50% of the median income with rents projected at \$520.00 monthly. The Hacienda financial plan did not include how utility costs would be paid nor the amount of the developer's fee or how it would be financed, as the agency does not have its own staff. The competing proposal for this site proposed a feasible financial plan leveraging other grant funds and below market rate sources of construction capital to keep rents low.

**Program Criteria:** Applicant meets the minimum threshold requirements established by the Affordable Housing Development Program.

**Bonus Point Criteria:** Applicant received bonus points in the longer term affordability criterion category.

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Dated: September 12, 1994

Applicant: Miracle Revivals Project Name: Miracle House #2

Property Location: 5275 N.E. 74th Ave.

Tax Account Number: 51700-0710

Description of Project and Proposed Use: Renovate existing small house for rental to lower income family. Property Value: \$24,200.00 ; Taxes & Costs: \$10,113.97.

**Committee Recommendation:** The Committee recommends denial of this application as described.

**Committee Comments:** Application incomplete.

**Program Criteria:** Applicant did not meet the minimum threshold requirements established by the Affordable Housing Development Program.

**Bonus Point Criteria:** Applicant received no bonus points.

MULTNOMAH COUNTY  
AFFORDABLE HOUSING DEVELOPMENT PROGRAM  
Technical Review Committee  
Project Ranking Report

Dated: September 12, 1994

Applicant: Miracle Revivals Project Name: Miracle House #4

Property Location: 5285 N.E. 74th Ave.

Tax Account Number: 51700-0690

Description of Project and Proposed Use: Renovate existing small house  
for use as lower income rental property. Property Value: \$16,200.00 ;  
Taxes & Costs: \$6,587.09.

**Committee Recommendation:** The Committee recommends denial of this  
application as described.

**Committee Comments:** Application incomplete.

**Program Criteria:** Applicant did not meet the minimum threshold  
requirements established by the Affordable Housing Development Program.

**Bonus Point Criteria:** Applicant did not receive bonus points.

MULTNOMAH COUNTY  
AFFORDABLE HOUSING DEVELOPMENT PROGRAM  
Technical Review Committee  
Project Ranking Report

Dated: September 12, 1994

Applicant: Miracle Revivals, Inc. Project Name: Miracle House #3

Property Location: 1130 NE 155th Ave.

Tax Account Number: 32270-2280

Description of Project and Proposed Use: Renovate existing small house  
for use as lower income rental property. Property Value: \$36,500.00 ;  
Taxes & Costs: \$7,168.67.

**Committee Recommendation:** The Committee recommends denial of this  
application as described.

**Committee Comments:** Application incomplete.

**Program Criteria:** Applicant did not meet the minimum threshold  
requirements established by the Affordable Housing Development Program.

**Bonus Point Criteria:** Applicant received no bonus points.

MULTNOMAH COUNTY  
AFFORDABLE HOUSING DEVELOPMENT PROGRAM  
Technical Review Committee  
Project Ranking Report

Dated: September 12, 1994

Applicant: Miracle Revivals, Inc. Project Name: Miracle House #1

Property Location: 5627 NE 9th Ave.

Tax Account Number: 16640-1590

Description of Project and Proposed Use: Sponsor proposes to renovate existing one bedroom house and provide rental housing to a very low income family, proposing a rent of no more than \$407.50 monthly. Renovation costs are projected at \$11,450 and will be donated by the sponsor and other contractors. Sponsor will contract with professional property management firm to provide tenant screening and general property management. Property Value: \$8,400.00 ; Taxes & Costs: \$5,612.82.

**Committee Recommendation:** The Committee recommends approval of this application as described. The Committee recommends that County staff work closely with sponsor to assure the AHDP renter income requirements are met.

**Committee Comments:** The sponsor is a small northeast Portland community based non-profit with demonstrated construction experience. The Technical Review Committee gave Miracle Revivals the opportunity to clarify and complete its application responses for this property. (See attached letter dated August 8, 1994.) The sponsor has agreed to contract with a professional property manager to assure the AHDP renter income guidelines will be met. The sponsor submitted additional financial, construction and community support documentation to encourage the Committee to rely on the agency capacity to complete the project and keep it affordable for a ten year period. Donations of construction labor and materials are committed to this project.

**Program Criteria:** Applicant meets the minimum threshold requirements established by the Affordable Housing Development Program.

**Bonus Point Criteria:** Applicant received no bonus points.



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES  
HOUSING AND COMMUNITY SERVICES DIVISION (503) 248-3339  
COMMUNITY DEVELOPMENT PROGRAM OFFICE (503) 248-5000  
2115 S.E. MORRISON  
PORTLAND, OREGON 97214  
FAX: (503) 248-3048

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

August 8, 1994

Doris & Walter Scott  
Miracle Revivals Inc.  
4828 N. Williams Ave.  
Portland, OR 97217

Dear Mr. & Mrs. Scott,

The Technical Review Committee for the Multnomah County Affordable Housing Development Program met on August 4, 1994 to consider applications for property transfer. After reviewing the proposals submitted by your agency, the Technical Review Committee is unwilling to make a recommendation to the Board of Commissioners on your property transfer request unless further clarifying information is received. Your proposal demonstrated considerable construction capacity within your organization and committed to your project, but did not answer important rental management and affordability questions posed in the application.

The Technical Review Committee will consider making an approval recommendation for transfer of the property located at 5627 NE 9th - Tax Acct. #16640-1590, contingent upon receiving the following documentation by September 12, 1994:

1. Execute an agreement with a reputable non-profit or for profit property management firm which provides tenant screening for the County required income qualification, property maintenance and general management of rental policies and procedures.
2. Provide a construction cost estimate specific to the property at 5627 NE 9th Ave. Please include a construction schedule and completion date for the project.
3. Provide a written commitment, required by the program guidelines, to provide a minimum of 10 years low income rental use of the property.

4. Please arrange to present your redevelopment plan for the property to the King neighborhood association at their next available meeting and forward the results to the Technical Review Committee Attn: HC Tupper 2115 SE Morrison St, Port. OR 97214. Please provide the survey of immediate property neighbors as required in the application.

The Technical Review Committee is trying to give your agency a fair chance to provide the information necessary to attain an approval recommendation. We recognize and appreciate the hard work and investment your organization has already put into the application. If no further correspondence from Miracle Revivals is received before September 12, 1994, the Technical Review Committee will reluctantly recommend denying the transfer requests of your organization. Please call HC Tupper at 248-3114 if you have any questions about this request or the program requirements.

Sincerely,

  
HC Tupper  
Multnomah County  
Community Development Program

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR  
MULTNOMAH COUNTY, OREGON

In the Matter of the Transfer )  
of Tax-Foreclosed Properties to )  
Habitat for Humanity, Hacienda CDC, )  
Human Solutions, ROSE CDC, Sabin CDC, )  
Miracle Revivals, Housing Our )  
Families and Portsmouth Community )  
Redevelopment for Low Income Housing )  
Purposes. )

ORDER  
94-195

WHEREAS, requests for certain tax-foreclosed properties were received pursuant to procedures set forth in Multnomah County Ordinance No. 753 and the Multnomah County Affordable Housing Development Program; and

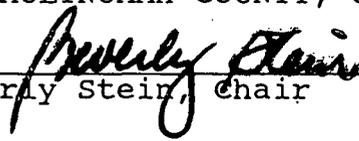
WHEREAS, a public hearing was held before the Board of County Commissioners on October 13, 1994 to determine whether the transfer would serve the public purpose of providing decent and safe low income housing, and the Board being fully informed in the matter; Now Therefore

IT IS HEREBY ORDERED, that the transfer of tax-foreclosed property (recipients and transferred tracts are listed and attached as Exhibit A), for public purposes under the auspices of the County Affordable Housing Development Program, be and hereby is approved; and

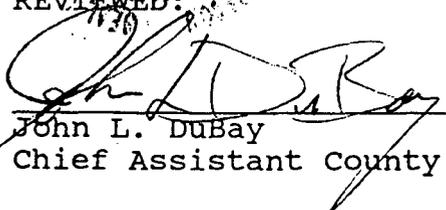
IT IS FURTHER ORDERED, that the Chair be and hereby is authorized to execute all documentation required to complete said transfer.

Dated this 13th day of October, 1994.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

  
John L. DuBay  
Chief Assistant County Counsel

## LIST OF TRANSFER PROPERTIES

## A. Habitat for Humanity

1. Legal Description: JORBADE  
Tax Lot #11 of Lot 13, Block 1  
Address: Former 4815 NE Killingsworth St.  
Taxes and Costs: \$6,025.47
  2. Legal Description: WILLIAMS AVENUE ADDITION,  
East 1/2 of Lots 16 & 17, Block 7  
Address: East of 77 NE Cook St.  
Taxes and Costs: \$6,574.78
  3. Legal Description: WOODLAWN HEIGHTS  
Lot 1  
Address: Former 6210 NE 8th Avenue  
Taxes and Costs: \$7,788.20
- B. Human Solutions, Inc.
1. Legal Description: VENTURA PARK, Except the West  
10 feet, Lot 5, Block 29; Lot 6, Block 29  
Address: South side of SE Ankeny St., 110' East of  
the intersection with SE 119th Av.  
Taxes and Costs: \$3,803.21
  2. Legal Description: VENTURA PARK, Lot 7, Block 29;  
Except East 15 feet, Lot 8, Block 29  
Address: West of 11930 SE Ankeny St.  
Taxes and Costs: \$1,442.13
  3. Legal Description: VENTURA PARK,  
Lots 13-17, Block 29  
Address: East of 11930 SE Ankeny  
Taxes and Costs: \$1,797.65
  4. Legal Description: SANDY ROAD VILLAS, Except South 58 feet  
of East 84 feet of Lot 6, Block 2  
Address: North of 4605 NE 118th av.  
Taxes and Costs: \$7,824.95
- C. ROSE CDC
1. Legal Description: MAYFIELD, Lot 18  
Address: 6704 SE 93rd Ave.  
Taxes and Costs: \$8,825.41
  2. Legal Description : CHAP-EL HEIGHTS,  
Lot 5, Block 6  
Address: Former 10018 SE Insley  
Taxes and Costs: \$11,698.26

3. Legal Description: DARLINGTON, Lots 7-10, Block 4;  
North 15 feet of Lots 39-42, Block 4  
Address: 6044 SE Flavel St.  
Taxes and Costs: \$17,804.18

D. Portsmouth Community Redevelopment

1. Legal Description: GARDEN PARK,  
Lots 12-14, Block 6  
Address: Former 8267 N. Fiske Ave.  
Taxes and Costs: \$5,310.68

E. Housing Our Families

1. Legal Description: MULTNOMAH, Lot 1, Block 23  
Address: Former 3971-77 N. Mississippi ave.  
Taxes and Costs: \$5,005.39

2. Legal Description: WILLIAMS AVENUE ADDITION,  
Lot 2, Block 7  
Address: 26 NE Ivy  
Taxes and Costs: \$10,018.40

3. Legal Description: MULTNOMAH, South 1/2 of  
Lot 8, Block 36  
Address: 3601 N. Mississippi  
Taxes and Costs: \$6,732.93

F. Sabin CDC

1. Legal Description: NORTH IRVINGTON, West 1/2  
of Lots 9 and 10, Block 7  
Address: West of 3911 NE 11th Ave.  
Taxes and Costs: \$1,894.38

G. Hacienda CDC

1. Legal Description: LUTKE ADDITION, South 1/2  
of Lot 14, Block 2  
Address: 5285 NE 74th Ave  
Taxes and Costs: \$7,446.24

2. Legal Description: LUTKE ADDITION,  
Lot 15, Block 2  
Address: 5275 NE 74th Ave.  
Taxes and Costs: \$11,105.26

H. Miracle Revivals, Inc.

1. Legal Description: CLOVERDALE EXT. & PLAT NO. 2,  
South 36 feet of Lot 14, Block 14  
Address: 5627 NE 9th Ave.  
Taxes and Costs: \$5,766.49

Meeting Date: OCT 13 1994

Agenda No.: R-3

(Above space for Clerk's Office Use)

**AGENDA PLACEMENT FORM**

SUBJECT: Notice of Intent

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of time needed: \_\_\_\_\_

REGULAR MEETING Date Requested: 10/13/94

Amount of time needed: 10 Min.

DEPARTMENT: Community Corrections DIVISION: \_\_\_\_\_

CONTACT: Cary Harkaway TELEPHONE #: 248-3039

BLDG/ROOM #: 161/600

PERSON(S) MAKING PRESENTATION: Cary Harkaway

ACTION REQUESTED:

INFORMATIONAL ONLY       POLICY DIRECTION       APPROVAL       OTHER

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

Approval sought for proposal to U.S. Dept. of Education for vocational training program to complement the department's Center for Learning. Total amount of grant funds sought in year 1 of 2 year grant is \$236,457.

SIGNATURES REQUIRED:

ELECTED OFFICIAL \_\_\_\_\_

Or

DEPARTMENT MANAGER M. Tamara Gold

BOARD OF  
COUNTY COMMISSIONERS  
1994 OCT - 4 AM 12  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY DEPARTMENT OF  
COMMUNITY CORRECTIONS

M E M O R A N D U M

---

TO: Board of County Commissioners

FROM: Cary Harkaway *CH*  
Deputy Director

TODAY'S DATE: September 2, 1994

REQUESTED  
PLACEMENT DATE: September 22, 1994

SUBJECT: Notice of Intent

---

I. **RECOMMENDATION/ACTION REQUESTED**

Approval of grant proposal to U.S. Department of Education under the Federal title "Cooperative Demonstration Program (Correctional Education)."

II. **BACKGROUND ANALYSIS**

DCC was awarded U.S. Department of Education grant in 1992 to develop computer-assisted literacy program for offenders. That grant resulted in the Donald H. Londer Center for Learning, which has been successful in improving the basic reading and computational skills of our clients. Since April 1994, 10 participants were awarded their GED's. One of the limitations of the program has been our limited access to vocational training to assist participants into productive employment. The new grant program specifically targets community corrections clients and would enable us to enhance the Center for Learning with components that provide vocational training, placement assistance, and job retention services.

III. **FINANCIAL IMPACT**

The award would provide revenue of \$236,457 in Year 1 of a two year grant. The match requirement, as in-kind, is met through county funding of the Center for Learning.

IV. **LEGAL ISSUES**

None known.

V. **CONTROVERSIAL ISSUES**

This Notice of Intent is being processed after the application was sent to the U.S. Department of Education. We found out about the grant opportunity one week before it was due. During that week, staff literally worked around the clock to prepare the application and coordinate the support and assistance of the partner organizations listed below.

VI. **LINK TO CURRENT COUNTY POLICIES**

This program will build on the accomplishments of our Center for Learning. It supports benchmarks related to the development of a competitive workforce and the reduction of recidivism.

VII. **CITIZEN PARTICIPATION/OTHER GOVERNMENT PARTICIPATION**

The following organizations have committed to assisting in the implementation and operation of the program: The Private Industry Council, Portland Community College, the Regional Workforce Quality Committee, Oregon Employment Department, Oregon Department of Corrections, and the American Bar Association Special Committee on Law and Literacy.

NOTICE OF INTENT

TO: BOARD OF COUNTY COMMISSIONERS

Date: August 31, 1994

DEPARTMENT AND CONTACT PERSON: Community Corrections/Cary Harkaway

GRANTOR AGENCY: U.S. Department of Education

BEGINNING DATE OF GRANT: Feb. 1995

PROJECT TITLE: Foundations

PROJECT DESCRIPTION/GOALS:

An addition to our Learning Center to include vocational training, placement assistance, and job retention services. This addition will create an integrated program that meets the education and employment needs of 100 probationers and parolees by incorporating the cooperation of the Private Industry Council, Portland Community College, Chamber of Commerce, Regional Workforce Quality Committee, Oregon Employment Department, and Oregon Department County Corrections.

PROJECT ESTIMATED BUDGET:

	Direct/Indirect		
FEDERAL SHARE	\$ <u>230,182 / 6,275</u>	<u>51.7</u>	%
STATE SHARE	\$ <u>          /          </u>	<u>          </u>	%
COUNTY SHARE	\$ <u>215,086 / 6,172</u>	<u>48.3</u>	%
TOTAL	\$ <u>445,268 / 12,447</u>	<u>100</u>	%

EXPLANATION OF COUNTY SHARE: (explaining indirect costs, hard-match, in-kind, etc)

The county share is the annualized budget of the Learning Center from Feb. 1995 to Jan. 1996. Additional in-kind match in the grant application is based on an estimate of Director and Deputy Director commitment to the project.

SPECIFY REPORTING AND/OR BILLING REQUIREMENTS OF GRANTOR AND WHO REPORTS:

FINANCE  DEPARTMENT  IF DEPT. REPORTS, INDICATE REASONS

Our Fiscal Specialist will report expenditures. Revenue will be received electronically through Finance.

GRANT DURATION AND FUTURE RATIO: (Indicate amount of county match per year)

The grant is for two years. The county match is estimated to remain approximately the same, based on continuation of the Learning Center.

ADVANCE REQUESTED  YES  NO, IF NOT, INDICATE REASON(S).

Advance could be requested -- to be determined.

RECEIPT OF FUNDS WILL BE DEPOSITED TO P.O. BOX  OR WIRED DIRECTLY , IF NOT, INDICATE REASON(S).

<u>PERSONNEL</u> (Use appropriate County classification with yearly costs.)	<u>FULL TIME</u>	<u>FRINGE</u>	<u>TOTAL</u>
Corrections Counselor (Case Manager)	28,961	13,064	42,025
Basic Skills Educator	<u>31,195</u>	<u>13,734</u>	<u>44,929</u>
	60,156	26,798	86,954

EXPLAIN MATERIALS & SERVICES AND CAPITAL EXPENDITURES WITH TOTAL DOLLAR AMOUNTS

Correctional Education Conference/ACA Conference	3,976
Curriculum materials	1,750
Furniture	600
2 P.C.'s, w/software	4,750
Client support fund (housing, med/dental/optical, tools, clothing, etc) est. @ 500 x 80 clients	40,000
Contractual (Empl. Dept., TPIC, PCC, program evaluation)	<u>92,152</u>
	143,228

COMMENTS

Grant Manager

*C. [Signature]* 8/31/94  
Grant Manager Signature Date

Budget Division

*[Signature]* 9/12/94  
Budget Division Signature Date

Finance Division

*[Signature]* 9/12/94  
Finance Division Signature Date

Employee Relations

*[Signature]* 9/13/94  
Employee Relations Signature Date

Department Director

*M. Tamera Hold*



MEETING DATE: SEP 29 1994 OCT 13 1994

AGENDA NO: R-6 R-4

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Relinquishment of Responsibility for the Multnomah County Fair

**BOARD BRIEFING** Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

**REGULAR MEETING:** Date Requested: Sept. 29, 1994

Amount of Time Needed: 20 minutes

**DEPARTMENT:** DES **DIVISION:** \_\_\_\_\_

**CONTACT:** Betsy Williams **TELEPHONE #:** 248-5012

**BLDG/ROOM #:** \_\_\_\_\_

**PERSON(S) MAKING PRESENTATION:** Betsy Williams

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

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

Due to diminished County resources and the changes accompanying the transition from a rural to urban County, funding and staffing for the Multnomah County Fair has had to compete with funding for other important County programs and services. The Friends of the Multnomah County Fair have demonstrated a willingness to assume responsibility for producing the Fair. The County gave them a challenge grant of \$25,000 in 1994 to use to develop organizational capacity, and they have developed a five-year business plan. The success of the 1994 Fair is due mainly to their efforts. Therefore, we recommend that the responsibility for the Multnomah County Fair be relinquished by Multnomah County, with provisions mentioned in the attached report, to the Friends of the Multnomah County Fair,

10/21/94 copies to Betsy Williams, Tanya Collier, Tracy Royce de Steffey & Jean LIZELAC & Rick Paul  
**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** Tanya Collier

OR

**DEPARTMENT MANAGER:** \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
1994 SEP 22 PM 12:36  
MULTNOMAH COUNTY  
OREGON

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

## MEMORANDUM

**TO:** Board of County Commissioners

**FROM:** Betsy Williams, DES Director  
Maria Rojo de Steffey, Chair's Office  
Darlene Carlson, Commissioner Collier's Office

**Requested Placement Date:** September 22, 1994

**RE:** Relinquishment of Responsibility for the Multnomah County Fair

### **I. Recommendation/Action Requested:**

Approve resolution authorizing the relinquishment of responsibility for the Multnomah County Fair. This will remove the County from all financial responsibility for holding a fair. It also paves the way for a non-profit entity, the Friends of the Multnomah County Fair, to sponsor a fair.

### **II. Background/Analysis:**

Multnomah County has experienced increased demands for service and seriously diminished resources since the passage of Ballot Measure 5. Many difficult program cuts and reductions have been made in the last three years. More face us in the near future. Many critical social, health and public safety needs are the sole responsibility of the County. These services must be adequately funded to insure the safety and well-being of all County residents. In addition, the County has become heavily urbanized and less rural/agricultural. Given these conditions, staffing and funding a county fair has had to compete with funding for public safety programs and critical social services for needy County residents.

While the County Fair has a long tradition in our community and is supported by a number of loyal and dedicated residents of the County, the Fair can no longer remain a high priority activity of the County. We recommend that Multnomah County remove itself from the county fair business and focus its energy and resources on the above mentioned needs.

The Friends of the Fair, an organization of County residents dedicated to supporting and producing the Fair, have stepped forward to assume the responsibility for producing the Fair. Multnomah County provided the Friends with a \$25,000 challenge grant in 1994 to support their efforts in developing the organization they need to continue the Fair. They have developed a five-year business plan, and the success of the 1994 Fair is due largely to their enthusiasm, creativity and hard work. We recommend that the County relinquish all claim and responsibility for holding the Fair.

We recommend that Multnomah County agree to transfer the balance of the County Fair Fund, to the extent the law allows, to the Friends of the Fair to produce the 1995 Fair. A letter has been written to Metro/Merc requesting that they extend the provisions for the 1995 Fair -- parking and concession revenues, free rent, etc. -- (in the Parks Transfer Inter-governmental Agreement) to the Friends of the Fair to ensure the success of the 1995 Fair.

We recommend that the Friends of the Fair be allowed to use the name "Multnomah County Fair" for one year (the 1995 Fair) on the condition that a license agreement to hold the County harmless is executed with Multnomah County.

**III. Financial Impact:**

The net financial impact to the County over time will be a reduction in expenditures, including reductions in staff time, office space, and support services. Per past agreements with the Friends, the County will this year, to the extent permitted by law, transfer the balance of the County Fair Fund to the Friends -- even though the 1994 Fair may have a deficit. Any remaining money from the State Racing Commission will be held in the County Fair Fund and can be allocated to the Friends by Multnomah County for premiums and prizes for agricultural, livestock, and horticultural events, per ORS 565.310.

**IV. Legal Issues:**

ORS 565.310 governs the disposition of county fair funds to non-county entities producing agricultural, livestock, and horticultural products shows. These funds may be used only for premiums on exhibits. County Counsel will help determine parameters for disbursement of Fair funds. The fair litigation is still pending, and the trial date is set for November 29, 1994.

Liability issues around the use of the name Multnomah County Fair are explained above in Section II, paragraph 5.

**VI. Link to Current County Policies: Consistent**

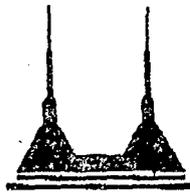
**VII. Citizen Participation:** Friends of the Fair and Fair Board members have participated in ongoing discussions relating to the transfer. There has been opportunity for input and participation in the process.

**VIII. Other Government Participation: Metro.**

With the negotiation of the Expo transfer to Metro, an agreement was reached to allow the Fair to operate at Expo, with certain conditions, through 1995. A letter has been sent to Metro requesting the 1995 Fair provisions in the IGA for the parks transfer be extended to the Friends.

A METRO SERVICE

777 NE MARTIN LUTHER KING JR. BLVD. | P.O. BOX 12210, PORTLAND, OR 97255  
TEL 503 336 7575 | FAX 503 235 7417



OREGON CONVENTION CENTER  
METRO ER COMMISSION

fax  
To: DAN  
COOPER

September 28, 1994

RECEIVED

SEP 28 1994

TIME: 3:42 pm  
METRO OFFICE GENERAL COUNSEL

Ms. Betsy H. Williams, Director  
Dept. of Environmental Services  
Multnomah County  
2115 SE Morrison  
Portland, Oregon 97214

Dear Betsy:

Thank you for your September 19, 1994 letter concerning the County's relationship and involvement as it relates to the production of the Multnomah County Fair. The Metropolitan Exposition-Recreation Commission and management staff understand and acknowledge the fact that the Friends of the Fair are a developing organization with limited resources.

To that end, the terms for the 1995 Multnomah County Fair will be exactly like those of the 1994 Multnomah County Fair. MERC promised to provide adequate considerations for the 1994 and 1995 Fairs and will honor that commitment. It is my understanding that parking revenue, concession revenue and free rental was the working agreement for the 1994 Fair and so will it be for the 1995 Fair.

I also understand that Chris Bailey and Rich Paul have already been in discussions for the 1996 Fair and the issues involved in getting an arrangement put together will take place sometime within the next 6 months. I hope that answers your questions and concerns. Please feel free to give me or Chris Bailey a call if you have any other questions.

Sincerely,

OREGON CONVENTION CENTER

  
Jeffrey A. Blosser  
Director

- cc: Pat LaCrosse
- Chris Bailey
- Rich Paul
- Maria Rojo deSteffey
- Darlene Carlson
- Dick Engstrom
- Dan Cooper

Recycled Paper

GOOD MORNING Chairman Stein and Commissioners. For the record I am Rick Paul, President of the Friends of Multnomah County Fair. We urge your support of Resolution R96-4, which passes the operation of a county fair from the County to the Friends.

The support of the resolution is done with much reservation. To ally some reservations, I would request some assurances and cooperation from the County.

First Assurances:

All moneys due the County from State, Federal, and/or Local sources for the purposes of promoting and producing a fair and/or for paying premiums to fair participants be assigned to the Friends for the duration of our relationship.

The County NOT contract with another organization to produce a fair.

Secondly, Cooperatives:

That we be allowed by the County to have a Friends member look at the list of accounts for the 1993 and 1994 Fairs. In addition, this person would be allowed to review any of the fiscal records that relate to the Fair.

Specifically we would like to see who was paid what, on what date and the account classification of the items. Our purpose for this is to determine cash flow needs and when. Do we need \$50,000 by January 1 or \$2,000. Are the bulk of expenses due in the summer months as we assume or are the bulk of expenses at a different time?

We need a complete physical assets inventory. This will require assistance of Metro/Merc if the County does not have a recent accurate list of the fair assets.

We would like the use of the County's prestige in two arena:

The political arena in Salem. There is no doubt the funds presently designated for County Fairs will be attacked. There is a sunset provision on the existing legislation. We would request that you direct your representative in Salem to assist in lobbying for the monies to remain at least at the \$34,000 annual level for the next biannual budget.

The other political arena is with Metro/Merc when you engage in the next round of discussions leading to the interagency agreement for the transfer of ownership of Expo and the parks. Our request would be to negotiate a time frame for the County Fair to be housed in a public facility in Multnomah County, say 20 years, rent free. Additionally we would like to have the physical assets be stored on site of the fair, with out charge. And of course, we would like to retain the traditional revenues generated by the fair: parking, concessions, gate.

Our final concern relates to the Commissioners. We continue to remain the Friends of The Multnomah County Fair and regret there will not be an official tie to the County. We realize the efforts to privatize fairs due to economic conditions. I am sorry that the fair has become an economic liability instead of an assets. I am glad you have requested that the Fair be produced and not just stopped.

WHAT next for the Friends?

- passage of this resolution
- we start on sponsorships
- we get our designee connected with the accounting people in the County.
- appoint an official Fair Board
- get registered to attend the Oregon Fair meeting to get the date set.
- start the search for a fair manager.

- begin to contact/contract for vendors
- implement our fair plan

We have already established a phone number for the Friends of the Fair:

289-6623

and an address:

P.O. Box 20

16016 SE Division

Portland, Or 97236

Finally a thank you to Betsy and her staff for getting us preliminary numbers for the 1994 Fair. Those numbers, however preliminary they are, gave us an idea of the amount of money needed to conduct a bare bones fair. And to Darlene, Maria and Lance Duncan who took time from their evening of October 6, 1994 to come to the Friends meeting and answer questions.

My final comment TODAY - we will be back in February to report on the progress of the Fair. We have set February 1, 1995 as a date of decision. If we are not on track to produce a quality Fair, we will cease efforts to do so, and have final rites for the 90 annual County Fair.

Thank you. Questions, Assurances!!

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Relinquishing Responsibility )  
for the Multnomah County Fair to the Friends ) **RESOLUTION 94 - 196**  
of the Multnomah County Fair )

**WHEREAS**, the Multnomah County Fair has a long tradition and is enjoyed and supported by many members of the community; and

**WHEREAS**, in light of current economic conditions and increasing demands on Multnomah County for social, health, and public safety services, Multnomah County can no longer maintain the Multnomah County Fair; and

**WHEREAS**, the Board of Commissioners would like to see the County Fair tradition continued a healthy and wholesome alternative for our community's youth; and

**WHEREAS**, the success of the 1993 and 1994 Multnomah County Fairs was largely attributable to the creativity, enthusiasm, dedication, and hours of hard work of the Friends of the Multnomah County Fair; and

**WHEREAS**, Multnomah County provided the Friends of the Multnomah County Fair with a \$25,000 challenge grant in 1994 to support their efforts in developing their organizational capacity; and

**WHEREAS**, the Friends of the Multnomah County Fair have developed a five-year business plan to assume responsibility for the Multnomah County Fair; and

**WHEREAS**, the Friends of the Multnomah County Fair have requested that management and production of the Multnomah County Fair be transferred to their organization by September 30, 1994.

**NOW, THEREFORE, BE IT RESOLVED** by the BOARD OF COUNTY COMMISSIONERS as follows:

- 1) Multnomah County hereby relinquishes all claim to and responsibility for holding the Multnomah County Fair to the Multnomah County Friends of the Fair.
- 2) Multnomah County agrees to transfer the balance of the County Fair Fund, to the extent permitted by law, to the Friends of the Multnomah County Fair for Fair purposes.
- 3) Multnomah County authorizes the Friends of the Multnomah County Fair to use the name "Multnomah County Fair," upon approval of an appropriate license agreement with Multnomah County, or to change the name of the Fair at their discretion.

4) Multnomah County applauds the Friends of the Multnomah County Fair for their commitment to this event and to their community and wishes them success in their future endeavors.

ADOPTED this 13th day of October, 1994.



**BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY**

BY *Beverly Stein*  
Beverly Stein, Chair

REVIEWED:

*For* *Laurence Kressel*  
Laurence Kressel  
County Counsel  
for Multnomah County, Oregon

**PLEASE PRINT LEGIBLY!**

**MEETING DATE**

10.13.94

**NAME**

Susan Hathaway-MARXER

**ADDRESS**

1120 SW 5<sup>th</sup> AVENUE #1302

**STREET**

97212

**CITY**

**ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #**

R-5

**SUPPORT**

X

**OPPOSE**

**SUBMIT TO BOARD CLERK**

*City of  
Portland  
Parks & Recreation*

*Property mgk.*

Meeting Date: OCT 13 1994

Agenda No.: R-5

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

AGENDA PLACEMENT FORM

SUBJECT: ORDER

BOARD BRIEFING: Date Requested:  
Amount of Time Needed:

REGULAR MEETING: Date Requested: October 13, 1994  
Amount of Time Needed: 5 Minutes

DEPARTMENT: Nondepartmental DIVISION: Chair's Office

CONTACT: Maria Rojo de Steffey TELEPHONE: X-3955  
BLDG/ROOM: 106/1410

PERSON(S) MAKING PRESENTATION: Susan Hathaway-Marxer

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

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

ORDER in the Matter of Property Tax Forgiveness for Real Property Donated to the City of Portland for Park Purposes

10/21/94 copies to MARIA ROJO DE STEFFEY, SUSAN HATHAWAY-MARXER, JANICE DEWIAN & Beverly Scott & KATHY TWESBERG

1994 OCT - 6 AM 8 55  
MULTNOMAH COUNTY  
OREGON  
CLERK OF COUNTY COMMISSIONERS

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: Beverly Hunt  
OR  
DEPARTMENT MANAGER: \_\_\_\_\_

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

627-93

# PORTLAND PARKS AND RECREATION



1120 SW FIFTH AVE, SUITE 1302, PORTLAND, OREGON 97204-1933

TELEPHONE (503) 823-2223

FACSIMILE (503) 823-5297



CHARLIE HALES, COMMISSIONER

CHARLES JORDAN, DIRECTOR

RECEIVED

JUN 08 1994

June 8, 1994

BEVERLY STEIN  
MULTNOMAH COUNTY CHAIR

Beverly Stein, Chair  
Multnomah County Board of Commissioners  
1120 SW 5th Avenue  
Portland, OR 97204

Dear Beverly:

Earlier this fiscal year, Portland Parks and Recreation applied for and requested the cancellation of delinquent taxes, interest and penalties accrued on the following real property accounts: R-99109-0990 and R-99109-0590. Mrs. Thelma Norris, former owner of the properties, bequeathed them to the City of Portland in her will. She died in 1992.

I understand that the Commissioners, in their deliberation of our request, have asked for assurance that the City is not renting the house. Please know that not only are we not renting it now, but we have no plans to rent it in the future. In fact, my staff has recommended that the house be demolished and I am considering that option, among others. However, we have no intention of offering the house for rental.

ORS 311.795 provides the authority for tax cancellation. Given that Mrs. Norris donated her property to the City to become part of the Terwilliger Parkway for perpetual use as park and open space, our request for cancellation of the delinquent taxes, interest and penalties seems appropriate.

If you have any questions about this matter, please feel free to contact me personally or contact Susan Hathaway-Marxer, Property Manager for Portland Parks and Recreation at 823-5247.

Thank you for your assistance.

Sincerely,

Charles Jordan  
Director

RECEIVED

JUN 14 1994

COUNTY COUNSEL FOR  
MULTNOMAH COUNTY, OR

c:  
Susan Hathaway-Marxer, Portland Parks and Recreation  
Harry Auerbach, Deputy City Attorney

Mrs. Evelyn L. Kallstrom  
520 S.W. 6th #519  
Portland, OR 97204  
August 27, 1993  
**RECEIVED**  
**AUG 27 1993**

COUNTY COUNSEL FOR  
MULTNOMAH COUNTY, OR

Ms. Sandra N. Duffy  
Assistant County Counsel  
Multnomah County  
1120 SW Fifth Avenue, Suite 1530  
Portland, OR 97204

RE: 4455 S.W. Terwilliger Boulevard  
Cancellation of delinquent taxes

Dear Ms. Duffy:

Mrs. Thelma Norris donated her property at the above address to the City of Portland "to become part of the Terwilliger Parkway for perpetual use as a park and open spaces". I understand that the City of Portland has requested cancellation of the delinquent taxes on this property.

I concur with the City's request providing that the spirit of the donative intent of Mrs. Norris is maintained.

Yours very truly,

*Evelyn L. Kallstrom*  
\_\_\_\_\_  
EVELYN L. KALLSTROM, executrix of  
the estate of Thelma E. Norris,  
deceased.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Property Tax  
Forgiveness for Real Property Donated to  
the City of Portland for Park Purposes

ORDER

WHEREAS, the matter of property tax forgiveness for real property commonly known as 4455 SW Terwilliger Blvd., Portland, Multnomah County, Oregon, was brought before the Board of County Commissioners by the City of Portland on October 13, 1994;

WHEREAS, the subject property was bequeathed to the City of Portland by Mrs. Thelma Norris to become part of the Terwilliger Parkway for perpetual use as a park and open space;

WHEREAS, there are outstanding real property taxes due and owing, or about to become due and owing, in the following amounts:

<u>Account No.</u>	<u>Year</u>	<u>Amount</u>
R-99109-0990	1992-93	\$3,891.54 (house and land)
R-99109-5090	1992-93	\$3,419.48 (vacant land)

WHEREAS, Evelyn L. Kallstrom, Executrix for the Estate of Thelma Norris, concurs with the City's request for tax forgiveness and planned use of the subject property for park purposes; and

WHEREAS, the Board, based upon the request, oral testimony, and other evidence presented prior to and at the hearing, makes the following findings:

1. That Mrs. Thelma Norris, through her estate, donated to the City of Portland, real property commonly known as 4455 SW Terwilliger Blvd., Portland, Multnomah County, Oregon.
2. That the donated property was specifically bequeathed to the City to be used for parks and open space.
3. That the City intends to use the property for parks and open space.
4. That the City made no payments of any kind to the owner, directly or indirectly, for the property.

THEREFORE, BE IT ORDERED that pursuant to ORS 311.795 the assessor shall remove the above-referenced tax amounts from the roll as a debt due and owing on Tax Account Nos. R-99109-0990 and

08/09/94:1

MULTNOMAH COUNTY COUNSEL  
1120 S.W. Fifth Avenue, Suite 1530  
P.O. Box 849  
Portland, Oregon 97207-0849  
(503) 248-3138

1 R-99109-050 for property commonly known as 4455 SW Terwilliger  
2 Blvd., Portland, Multnomah County, Oregon.

3 ADOPTED this 13th day of October, 1994.

4 By \_\_\_\_\_  
5 Beverly Stein, Chair  
6 Multnomah County, Oregon

7  
8 REVIEWED:

9 LAURENCE KRESSEL, COUNTY COUNSEL  
10 FOR MULTNOMAH COUNTY, OREGON

11 By Sandra N. Duffy  
12 Sandra N. Duffy  
13 Assistant County Counsel

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08/09/94:1

MULTNOMAH COUNTY COUNSEL  
1120 S.W. Fifth Avenue, Suite 1530  
P.O. Box 849  
Portland, Oregon 97207-0849  
(503) 248-3138

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
 FOR MULTNOMAH COUNTY, OREGON

In the Matter of Property Tax  
 Forgiveness for Real Property Donated to  
 the City of Portland for Park Purposes

ORDER  
 94-197

WHEREAS, the matter of property tax forgiveness for real property commonly known as 4455 SW Terwilliger Blvd., Portland, Multnomah County, Oregon, was brought before the Board of County Commissioners by the City of Portland on October 13, 1994;

WHEREAS, the subject property was bequeathed to the City of Portland by Mrs. Thelma Norris to become part of the Terwilliger Parkway for perpetual use as a park and open space;

WHEREAS, there are outstanding real property taxes due and owing, or about to become due and owing, in the following amounts:

<u>Account No.</u>	<u>Year</u>	<u>Amount</u>
R-99109-0990	1992-93	\$3,993.23 (house and land)
R-99109-0590	1992-93	\$3,511.02 (vacant land)

WHEREAS, Evelyn L. Kallstrom, Executrix for the Estate of Thelma Norris, concurs with the City's request for tax forgiveness and planned use of the subject property for park purposes; and

WHEREAS, the Board, based upon the request, oral testimony, and other evidence presented prior to and at the hearing, makes the following findings:

1. That Mrs. Thelma Norris, through her estate, donated to the City of Portland, real property commonly known as 4455 SW Terwilliger Blvd., Portland, Multnomah County, Oregon.
2. That the donated property was specifically bequeathed to the City to be used for parks and open space.
3. That the City intends to use the property for parks and open space.
4. That the City made no payments of any kind to the owner, directly or indirectly, for the property.

THEREFORE, BE IT ORDERED that pursuant to ORS 311.795 the assessor shall remove the above-referenced tax amounts from the roll as a debt due and owing on Tax Account Nos. R-99109-0990 and

10/10/94:1

MULTNOMAH COUNTY COUNSEL  
 1120 S.W. Fifth Avenue, Suite 1530  
 P.O. Box 849  
 Portland, Oregon 97207-0849  
 (503) 248-3138

1 R-99109-050 for property commonly known as 4455 SW Terwilliger  
2 Blvd., Portland, Multnomah County, Oregon.

3 ADOPTED this 13th day of October . 1994.



4 By Beverly Stein  
5 Beverly Stein, Chair  
6 Multnomah County, Oregon

7 REVIEWED:

8 LAURENCE KRESSEL, COUNTY COUNSEL  
9 FOR MULTNOMAH COUNTY, OREGON

10 By Laurence Kressel  
11 Laurence Kressel  
12 County Counsel

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MULTNOMAH COUNTY COUNSEL  
1120 S.W. Fifth Avenue, Suite 1530  
P.O. Box 849  
Portland, Oregon 97207-0849  
(503) 248-3138

MEETING DATE OCT 13 1994

AGENDA NUMBER R-6

**AGENDA PLACEMENT FORM**

SUBJECT: Salary Adjustments for Chair and Board

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: October 13, 1994

Amount of Time Needed: 5 minutes

DEPARTMENT: Nondepartmental DIVISION Chair and Board

CONTACT: Maria Rojo de Steffey TELEPHONE : 248-3308

BLDG./ROOM: \_\_\_\_\_

PERSON(S) MAKING PRESENTATION: Dave Warren

**ACTION REQUESTED**

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

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

Resolution accepting the report of the Salary Commission and adjusting salaries of the Chair and the Commissioners.

The adjustments proposed in the resolution are lower than the recommendations of the Salary Commission

10/20/94 copies to MARIA Rojo de Steffey, Delma Farrell, Dave Warren, Dave Boyer, TRINDY HARRIS & COMMISSIONERS STEW. COLLIER, KELLEY, HANSEN & SALTZMAN

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

OR

DEPARTMENT MANAGER: \_\_\_\_\_

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

CLERK OF COUNTY CLERK  
MULTI-COUNTY  
OREGON  
1994 OCT -1 PM 3:52



# MULTNOMAH COUNTY, OREGON

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

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

---

TO: Board of County Commissioners

FROM: Dave Warren

TODAY'S DATE: October 4, 1994

REQUESTED PLACEMENT

DATE: September 29, 1994

SUBJECT: Resolution Establishing the Salaries of the Chair and the Board for 1994-95 and 1995-96

---

I. Recommendation / Action Requested:

Approve the resolution adjusting salaries 2.5% effective July 1, 1994 and an amount equal to the percentage change in the National Urban Wage Earners and Clerical Workers Index for the period ending with the last preceding March effective each July 1 thereafter.

II. Background / Analysis:

The Salary Commission appointed by the Auditor as required by the Multnomah County Charter has recommended that the Chair and Commissioners receive a 10% salary adjustment effective July 1, 1994 and an additional adjustment equal to 85% of the Portland Consumer Price Index effective July 1, 1995.

The increases included in the resolution will be about 6.5% less than the recommendations of the Salary Commission.

III. Financial Impact:

The 1994-95 salary change for the Chair and Commissioners will be as follows.

	Current	Proposed	Each	Total
Chair	\$54,638	\$56,004	\$1,366	\$1,366
Commissioner	46,779	47,948	1,169	4,676

A budget modification making the required appropriation changes will be prepared after the Board has established the salary changes it wishes to make. This increase is 7.5% lower than the recommendation of the salary commission

The Salary Commission has recommended that the 1995-96 compensation be based on the change in the Portland Consumer Price Index for the twelve month period ending 12/31/94. The amount of this change cannot be accurately predicted now, of course. There is a high probability that it will be between 2% and 4%.

County labor contracts are based on the National Urban Wage Earner and Clerical Workers Index for the twelve month period ending March 31. It is unlikely that the percentage change in bargaining unit contracts for 1995-96 and the percentage change recommended by the Salary Commission for elected officials will be the same.

The resolution proposes to put in place a 1995-96 increase based on the March National Urban Wage Earner and Clerical Workers Index. This will differ from the recommendation of the salary commission because it will cover a different time period, because it will use a different index, and because it will be the full amount of change rather than the 85% recommended. However, it will leave the total increase well within the parameters established by the commission.

IV. Legal Issues:

Amount of Increase -- The resolution restricts the 1994-5 and future increases to fit within the amounts recommended by the Salary Commission.

The Charter language is:

The auditor shall appoint a five member commission, composed of qualified people with personnel experience by January 1, 1985 and by January 1, in each even year thereafter.

The commission's recommendations, if any, for the chair of the board of County commissioners and the commissioners shall be submitted to the board.

The board shall establish salaries for the chair and the commissioners, and such salaries *shall not exceed* the salaries recommended by the salary commission. [emphasis added].

The Salary Commission has recommended a 10% increase for the chair and commissioners, effective July 1, 1994 and a percentage increase effective July 1, 1995 that would be equal to 85% of the Portland Consumer Price Index for the twelve month period ending 12/31/94. The proposed resolution will fit within these parameters because the initial increase will be 7.5% below the amount recommended by the Salary Commission.

The Mechanism for Increases -- The County has, in the past, established the salaries of elected officials through a resolution setting the rates -- similar to the resolution proposed. The Charter does not specify a mechanism for establishing these salaries.

The proposed resolution authorizes increases for future years as well. Future increases are to be based on changes to the Consumer Price Index. Such increases are restricted in two ways:

1. they are limited to the maximum increase allowed in the AFSCME contract, and
2. they cannot exceed the total salary recommended by future Salary Commissions.

Other Elected Officials -- Note that the salaries of other elected officials are not affected by this resolution.

- The Charter specifies that the Auditor's salary is four-fifths of a district court judge's salary (Section 8.10).
- The Charter specifies that the salary for the Sheriff "shall be fixed by the board of county commissioners in an amount which is not less than that for any member of the sheriff's office." Ordinance 683 established the mechanics for the Sheriff's increases as being the same as for department directors. Therefore, the Sheriff's salary range is included in the exempt pay ordinance whenever it is amended by the Board.
- The Charter is silent on the amount of salary paid by the County to the District Attorney. This resolution does not deal with the District Attorney's salary. The Employee Relations Division recommends that the District Attorney's salary be established as part of the exempt pay ordinance, as the Sheriff's salary is, and will suggest a change when that ordinance is next brought to the Board for amendment.

#### V. Controversial Issues:

The changes proposed are consistent with the contractual compensation bargained with County employees and approved for employees exempt from collective bargaining. The Salary Commission's recommendation, which was significantly higher than the resolution proposes, would not "achieve pay equity with commissioners and chairs in . . . comparable counties. However it will prevent a return to the past practice of paying far below the appropriate level for positions of such responsibility and impact." [Report of the 1994 Multnomah County Salary Commission, p. 3]

The resolution establishes lower pay than the Salary Commission recommended. However, the proposed CPI Index to be used is different from the Index recommended by the Salary Commission. The proposal in the resolution will cause annual changes in the salaries of the Board and Chair to be consistent with changes to other County employees' compensation. The Index recommended by the Salary Commission would result in elected officials always receiving increases that differ from other employees.

VI. Link to Current County Policies:

The increases are consistent with the Charter requirement that the Board address the recommendation of the Salary Commission and with the pattern of contractual agreements for bargaining unit employees..

VII. Citizen Participation:

The Salary Commission is a citizen group assembled for the purpose of recommending the salaries of elected officials.

VIII. Other Government Participation:

At the request the 1992 Salary Commission, Gary Blackmer surveyed other jurisdictions to determine how they established salaries for elected officials. Here is a brief summary of what he found:

OREGON

Clackamas County -- follows the procedures established in ORS 204.112 which requires general law counties to establish a County Compensation Board which recommends elected official salaries to the governing body each year. Clackamas County requires this board to make its recommendation to the budget committee.

Lane County -- also follows the procedures established in ORS 204.112. Lane County appears to appoint a subcommittee of its budget committee as the Compensation Board.

Washington County -- the home rule charter requires that the Budget Committee recommend to the governing body any changes in elected official salaries. The charter places the Portland CPI as the upper limit of such compensation change. The governing body has the option of accepting the recommendations of the Budget Committee or rejecting them, and appears unable to implement some intermediate plan.

Portland -- compensation of elected officials is a City Council decision. It is implemented by ordinance. Portland commissioners and mayor received a 3.6% increase effective July 1, 1994. This increase was based on the Portland Consumer Price Index (CPI). It is worth noting, perhaps, that different Consumer Price Indexes change at different rates. The Federal Bureau of Labor has consistently recommended that compensation increases be based on national Consumer Price Indexes. Multnomah County labor

contracts are, in accordance with this recommendation, based on the national urban wage earners index. Portland's contracts appear to be based on the Portland CPI. Sometimes the local CPI grows faster than the national indexes, sometimes it grows slower.

#### WASHINGTON

Clark County -- Washington statutes make salary increases effective only after the next election so that no commissioner can receive a salary increase without first facing the electorate. Clark County surveys comparable jurisdictions and establishes the salaries to become effective after the next election.

King County -- contracts with consultants to perform a comparative survey and establishes salary levels that become effective after the next election or re-election.

Pierce County -- increases the salary of the county executive by an amount equal to 80% of the CPI growth of Seattle, by ordinance, and sets the salary of commissioners at 60% of the county executive salary.

Seattle -- surveys comparable jurisdictions every two years and sets salaries that take effect after the next election or re-election.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

( In the Matter of Adjusting Salaries )	
( for the County Chair and Commissioners )	RESOLUTION
( to Amounts less than Recommendations )	94-198
( of the 1994 Salary Commission )	

WHEREAS, Home Rule Charter Section 4.30 requires that, not later than January 1 of each even numbered year, the Auditor appoint a five member Salary Commission to recommend salary adjustments for the Board of County Commissioners and Chair; and

WHEREAS, Home Rule Charter Section 4.30 also requires that salaries for the Chair and the Commissioners shall not exceed the salaries recommended by the salary commission; and

WHEREAS, the Auditor has appointed five qualified people with personnel experience to the Salary Commission pursuant to Charter Section 4.30; and

WHEREAS, on April 28, 1994 the Salary Commission submitted a report to the Board making recommendations as to the salaries of the Chair and the Commissioners; and

WHEREAS, the Salary Commission recommended that effective July 1, 1994 the annual salary of a Commissioner should be adjusted upward by 10% to \$51,457 and the annual salary of the Chair should be adjusted upward by 10% to \$60,102 , and

WHEREAS, the Salary Commission recommended that effective July 1, 1995 the salaries of the Commissioners and the Chair should be increased by an additional amount equal to 85% of the Portland Consumer Price Index for the 12 month period ending December 31, 1994; and

WHEREAS, effective July 1, 1994 the Board of County Commissioners authorized adjustments of 2.5% for County employees belonging to bargaining units for which contracts have been established and for County employees exempt from collective bargaining, and

NOW THEREFORE, IT IS RESOLVED that the Board accepts the report of the 1994 Salary Commission; and it is

FURTHER RESOLVED that effective July 1, 1994, the salaries of Commissioners shall be increased by 2.5% to \$47,948 and the salary of the Chair shall be increased by 2.5% to \$56,004, and it is

FURTHER RESOLVED that effective July 1, 1995 the salaries of Commissioners and the Chair shall be increased automatically by an amount equal to the change in the National Urban Wage Earners and Clerical Workers Index for the 12 month period ending March 1995; but no greater than the maximum adjustment incorporated in the agreement with Multnomah County Employees Union Local 88, AFSCME, AFL-CIO; and it is

FURTHER RESOLVED that effective each July 1 thereafter the salaries of the Commissioners and the Chair shall be increased automatically by an amount equal to the change in the National Urban Wage Earners and Clerical Workers Index for the 12 month period ending with the preceding March, so long as that increase is no greater than the maximum adjustment incorporated in the agreement with Multnomah County Employees Union Local 88, AFSCME, AFL-CIO, and so long as that increase does not result in a salary exceeding the compensation recommended by the most current salary commission.

Adopted this 13th day of October, 1994.



REVIEWED:

*Laurence Kressel*  
\_\_\_\_\_  
Laurence Kressel, County Counsel  
of Multnomah County, Oregon

Board of County Commissioners  
Multnomah County, Oregon

By *Beverly Stein*  
\_\_\_\_\_  
Beverly Stein, Chair