



Multnomah County Oregon

Board of Commissioners & Agenda

connecting citizens with information and services

BOARD OF COMMISSIONERS

Ted Wheeler, Chair

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

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On-line Streaming Media, View Board Meetings

www2.co.multnomah.or.us/cc/live_broadcast.shtml

On-line Agendas & Agenda Packet Material

www.co.multnomah.or.us/cc/agenda.shtml

Americans with Disabilities Act Notice: If you need this agenda in an alternate format, or wish to participate in a Board Meeting, please call the Board Clerk (503) 988-3277 or Assistant Board Clerk (503) 988-5274 or the City/County Information Center TDD number (503) 823-6868, for information on available services and accessibility.

JUNE 23 & 25, 2009

BOARD MEETINGS

FASTLOOK AGENDA ITEMS OF INTEREST

NEW! Public access to wireless internet free of charge weekdays from 6AM to 9PM while attending meetings in the Boardroom. Users must have a laptop or other wireless-enabled device with IEEE 802.11a, b or g; or a WiFi compatible network card.

Pg 2	9:00 a.m. Tuesday Executive Session
Pg 3	9:30 a.m. Thursday Public Comment
Pg 3	9:30 a.m. Thursday Certifying that Sheriff Bob Skipper as Chief Executive, Primarily Provides Executive, Policymaking, Managerial and Leadership Services
Pg 3	9:40 a.m. Thursday Approval of Multnomah County and Deputy Sheriff's Assn. Agreement
Pg 3	10:00 a.m. Thursday Appointments to the Multnomah County Planning Commission

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

(Portland & East County)

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

Sunday, 11:00 AM Channel 30

(East County Only)

Saturday, 10:00 AM, Channel 29

Tuesday, 8:15 PM, Channel 29

Produced through MetroEast Community Media

(503) 667-8848, ext. 332 for further info

or: <http://www.metroeast.org>

Tuesday, June 23, 2009 - 9:00 AM
Multnomah Building, Sixth Floor Commissioners Conference Room 635
501 SE Hawthorne Boulevard, Portland

IF NEEDED EXECUTIVE SESSION

- E-1 The Multnomah County Board of Commissioners will meet in Executive Session Pursuant to ORS 192.660(2)(d),(e) and/or (h). Only Representatives of the News Media and Designated Staff are allowed to attend. News Media and All Other Attendees are Specifically Directed Not to Disclose Information that is the Subject of the Session. No Final Decision will be made in the Session. Presented by County Attorney Agnes Sowle. 15-55 MINUTES REQUESTED.
-

Thursday, June 25, 2009 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

CONSENT CALENDAR - 9:30 AM **DEPARTMENT OF COMMUNITY SERVICES**

- C-1 RESOLUTION Authorizing the Private Sale of a Tax Foreclosed Property to RONALD J. & DARLENE M. BENNER
- C-2 RESOLUTION Authorizing the Private Sale of a Tax Foreclosed Property to the Kathleen Kent Trust

DEPARTMENT OF COUNTY HUMAN SERVICES

- C-3 Extension of the Portland HOME Consortium Cooperation Agreement between Multnomah County, the City of Portland and the City of Gresham for Program Years July 1, 2010 through June 30, 2013

SHERIFF'S OFFICE

- C-4 Amendment 1 to Intergovernmental Revenue Agreement 0709008 with the City of Wood Village for Police Services

REGULAR AGENDA

PUBLIC COMMENT - 9:30 AM

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

SHERIFF'S OFFICE – 9:30 AM

- R-1 RESOLUTION Certifying that Bob Skipper, Multnomah County Sheriff, as Chief Executive, Primarily Provides Executive, Policymaking, Managerial and Leadership Services
- R-2 NOTICE OF INTENT to Apply to the U.S. Department of Justice, Office of Community Oriented Policing Services for a Fiscal Year 2009 Child Sexual Predator Program Grant

DEPARTMENT OF COUNTY MANAGEMENT – 9:40 AM

- R-3 Approval of Multnomah County and the Deputy Sheriff's Association Agreement (Wage and Article Reopeners for 2008-2009 and 2009-2010)
- R-4 RESOLUTION Approving an Amendment for Lease R-47 between Multnomah County, as Landlord, and the Title Information Services, Inc., as Tenant, for Space in the Gladys McCoy Building, 408 SW Fifth Avenue, Portland, Oregon

DEPARTMENT OF COMMUNITY SERVICES – 9:55 AM

- R-5 RESOLUTION Approving Donation and Transfer of County Property to OREGON SUSTAINABLE AGRICULTURAL LAND TRUST, a Nonprofit Corporation, for Open Space, Park or Natural Areas for Perpetual Public Use, and Directing the Chair to Execute a Deed and Performance Agreement
- R-6 Reappointment of Chris Foster, Julie Cleveland, William (Bill) Kabeiseman and Greg Strebin to the Multnomah County PLANNING COMMISSION for Four-Year Terms
- R-7 NOTICE OF INTENT Authorizing Road Services Division to Apply for a \$315,000 American Recovery and Reinvestment Act Energy Efficient Conservation Block Grant to Implement Intelligent Transportation System Technologies to Increase Energy Efficiency and Reduce Fossil Fuel Consumption

NON-DEPARTMENTAL - 10:10 AM

- R-8 BUDGET MODIFICATION OVERALL COUNTY-02 Appropriating \$457,047 for First Year Costs of Four Classification-Compensation Studies per the AFSCME Local 88 2007-2011 Labor Agreement
- R-9 BUDGET MODIFICATION OVERALL COUNTY-03, Appropriating \$133,000 from the Federal Emergency Management Agency (FEMA) in Reimbursement of Expenses for the December 2008 Winter Storm

DEPARTMENT OF COUNTY HUMAN SERVICES – 10:15 AM

- R-10 RESOLUTION Appointing Joanne Fuller, Kathy Tinkle, Patrice Botsford and Karl Brimmer as County Financial Assistance Administrators for the State of Oregon Department of Human Services, 2009-2011 County Financial Assistance Intergovernmental Revenue Agreement 0910129 (State #127132)
- R-11 BUDGET MODIFICATION DCHS-44 Increasing the Department of County Human Services Fiscal Year 2009 Federal/State Appropriation by \$2,383,775 for Developmental Disabilities Services Division
- R-12 BUDGET MODIFICATION DCHS-46 Increasing the Mental Health and Addiction Services Appropriation by \$2,597,404 to Reflect State of Oregon Funding Revisions through May 2009

DEPARTMENT OF COMMUNITY JUSTICE – 10:25 AM

- R-13 BUDGET MODIFICATION DCJ-01 Adding \$242,252 from the American Recovery and Reinvestment Act: Edward Byrne Memorial Justice Assistance Grant Program

BOARD COMMENT

Opportunity (as time allows) for Commissioners to provide informational comments to Board and public on non-agenda items of interest or to discuss legislative issues.



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (revised 09/22/08)

Board Clerk Use Only

Meeting Date: 06/25/09
Agenda Item #: E-1
Est. Start Time: 9:00 AM
Date Submitted: 06/18/09

Agenda Title: Executive Session Pursuant to ORS 192.660(2)(d),(e)and/or(h)

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

Requested Meeting Date: June 25, 2009 **Amount of Time Needed:** 55mins to 1 hour
Department: Non-Departmental **Division:** County Attorney
Contact(s): Agnes Sowle
Phone: 503 988-3138 **Ext.** 83138 **I/O Address:** 503/500
Presenter(s): Agnes Sowle and Invited Others

General Information

1. **What action are you requesting from the Board?**
 No final decision will be made in the Executive Session.
2. **Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.**
 Only representatives of the news media and designated staff are allowed to attend. Representatives of the news media and all other attendees are specifically directed not to disclose information that is the subject of the Executive Session.
3. **Explain the fiscal impact (current year and ongoing).**
4. **Explain any legal and/or policy issues involved.**
 ORS 192.660(2)(d),(e)and/or(h)
5. **Explain any citizen and/or other government participation that has or will take place.**

Required Signature

**Elected Official or
 Department/
 Agency Director:**

Date: 06/18/09



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (revised 09/22/08)

Board Clerk Use Only

Meeting Date: 06/25/09
Agenda Item #: C-1
Est. Start Time: 9:30 AM
Date Submitted: 06/09/09

Agenda Title: **RESOLUTION Authorizing the Private Sale of a Tax Foreclosed Property to RONALD J. & DARLENE M. BENNER**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date:	<u>June 25, 2009</u>	Amount of Time Needed:	<u>Consent Item</u>
Department:	<u>Community Services</u>	Division:	<u>Tax Title</u>
Contact(s):	<u>Gary Thomas</u>		
Phone:	<u>503-988-3590</u>	Ext.	<u>22591</u>
Presenter(s):	<u>Gary Thomas</u>		
I/O Address:	<u>503/1/Tax Title</u>		

General Information

1. What action are you requesting from the Board?

The Tax Title Section is requesting the Board to approve the private sale of a tax-foreclosed property to RONALD J. & DARLENE M. BENNER.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The subject property is a strip of land that came into county ownership through the foreclosure of delinquent tax liens on March 30, 1984. The strip is more or less 2.14' wide at one end, 2.03' wide at the other end and approximately 100' long. The strip is approximately 250' square feet in size. The attached plat map Exhibit A shows it as Tax Lot #5400. The strip is located between a 7020 and 7042 SE 67th Ave. An aerial photo, Exhibit B, shows the strip in relation to the two adjacent properties. We propose to sell the strip to the owner of the 7042 SE 67th Ave property. The legal description for the strip was left off the deed when the owners of the SE 67th property purchased it in 1978.

This action affects our Vibrant Communities Program Offer by placing a tax-foreclosed property back onto the tax roll.

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

The private sale will allow for the recovery of a portion of the delinquent taxes, fees, and expenses. The sale will also reinstate the property on the tax roll (see Exhibit C).

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

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

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

No citizen or government participation is anticipated.

Required Signature

**Elected Official or
Department/
Agency Director:**



M. Cecilia Johnson

Date: 06/09/09

EXHIBIT B

R120414



Subject strip

7042 SE 67th

Exhibit C

LEGAL DESCRIPTION:

**ADDITION: BRENTWOOD & SUB
TL 1 of LOT 2 BLOCK 14**

ADJACENT PROPERTY	7042 SE 67 th Ave
TAX ACCOUNT NUMBER:	R120414
GREENSPACE DESIGNATION:	No designation
SIZE OF PARCEL:	More or less 250 square feet
ASSESSED VALUE:	\$200

ITEMIZED EXPENSES FOR TOTAL PRICE OF PRIVATE SALE

BACK TAXES & INTEREST:

TAX TITLE MAINTENANCE COST & EXPENSES:

RECORDING FEE:

SUB-TOTAL

MINIMUM PRICE REQUEST OF PRIVATE SALE

	\$226.53
	\$-0-
	\$26.00
	\$252.53
	\$50.00

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Authorizing the Private Sale of a Tax Foreclosed Property to RONALD J. & DARLENE M. BENNER

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County acquired through the foreclosure of liens for delinquent real property taxes the following real property:

Described in that certain TAX FORECLOSURE DEED dated 13th day April, 1984, and recorded on April 17, 1984 at Book 1741 and Page 1077 in the Multnomah County Deed Records; being the fifth property interest listed on Page 1079 of said TAX FORECLOSURE DEED.

- b. The property has a real market value of \$200 on the assessment roll prepared for the County, consistent with the requirement of ORS 275.225(1) (a).
- c. Although no written confirmation from the City of Portland was obtained, the Tax Title Division is confident that the shape and size of the property make it unsuitable for the construction or placement of a dwelling thereon under applicable zoning ordinances and building codes, as provided under ORS 275.225(1) (b).
- d. RONALD J. & DARLENE M. BENNER have agreed to pay \$50.00, an amount the Board finds to be a reasonable price for the property in conformity with ORS 275.225.

The Multnomah County Board of Commissioners Resolves:

1. Upon Tax Title's receipt of the payment of \$50.00, the Chair on behalf of Multnomah County is authorized to execute a deed, substantially in compliance with the attached deed; conveying to RONALD J. & DARLENE M. BENNER the real property described above.

ADOPTED this 25th day of June, 2009.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Matthew O. Ryan, Assistant County Attorney

SUBMITTED BY:

M. Cecilia Johnson, Director, Dept. of Community Services

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

RONALD J. & DARLENE M. BENNER
7042 SE 37TH AVE
PORTLAND OR 97206-7312

After recording return to:

Multnomah County Tax Title 503/4
Deed D092186 for R120414

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, **Grantor**, releases and quitclaims to RONALD J. AND DARLENE M. BENNER, **Grantee**, all right, title and interest in and to the following property:

Described in that certain TAX FORECLOSURE DEED dated the 13th day April, 1984, and recorded on April 17, 1984 at Book 1741 and Page 1077 in the Multnomah County Deed Records; being the fifth property interest listed on Page 1079 of said TAX FORECLOSURE DEED.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

The true consideration for this conveyance is \$50.00.

IN WITNESS WHEREOF, the Multnomah County Board of Commissioners by authority of a Resolution of the Board, entered of record; has caused this deed to be executed by the Chair of the of County Board.

Dated this 25th day of June, 2009.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this 25th day of June 2009, by Ted Wheeler, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

Deborah Lynn Bogstad,
Notary Public for Oregon;
My Commission expires: June 27, 2013

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Matthew O. Ryan, Assistant County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 09-085

Authorizing the Private Sale of a Tax Foreclosed Property to RONALD J. & DARLENE M. BENNER

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County acquired through the foreclosure of liens for delinquent real property taxes the following real property:

Described in that certain TAX FORECLOSURE DEED dated 13th day April, 1984, and recorded on April 17, 1984 at Book 1741 and Page 1077 in the Multnomah County Deed Records; being the fifth property interest listed on Page 1079 of said TAX FORECLOSURE DEED.

- b. The property has a real market value of \$200 on the assessment roll prepared for the County, consistent with the requirement of ORS 275.225(1) (a).
- c. Although no written confirmation from the City of Portland was obtained, the Tax Title Division is confident that the shape and size of the property make it unsuitable for the construction or placement of a dwelling thereon under applicable zoning ordinances and building codes, as provided under ORS 275.225(1) (b).
- d. RONALD J. & DARLENE M. BENNER have agreed to pay \$50.00, an amount the Board finds to be a reasonable price for the property in conformity with ORS 275.225.

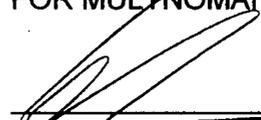
The Multnomah County Board of Commissioners Resolves:

1. Upon Tax Title's receipt of the payment of \$50.00, the Chair on behalf of Multnomah County is authorized to execute a deed, substantially in compliance with the attached deed; conveying to RONALD J. & DARLENE M. BENNER the real property described above.

ADOPTED this 25th day of June, 2009.



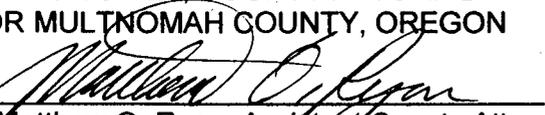
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Attorney

SUBMITTED BY:

M. Cecilia Johnson, Director, Dept. of Community Services

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

RONALD J. & DARLENE M. BENNER
7042 SE 37TH AVE
PORTLAND OR 97206-7312

After recording return to:

Multnomah County Tax Title 503/4
Deed D092186 for R120414

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, **Grantor**, releases and quitclaims to RONALD J. AND DARLENE M. BENNER, **Grantee**, all right, title and interest in and to the following property:

Described in that certain TAX FORECLOSURE DEED dated the 13th day April, 1984, and recorded on April 17, 1984 at Book 1741 and Page 1077 in the Multnomah County Deed Records; being the fifth property interest listed on Page 1079 of said TAX FORECLOSURE DEED.

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The true consideration for this conveyance is \$50.00.

IN WITNESS WHEREOF, the Multnomah County Board of Commissioners by authority of a Resolution of the Board, entered of record; has caused this deed to be executed by the Chair of the of County Board.

Dated this 25th day of June, 2009.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this 25th day of June 2009, by Ted Wheeler, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

Deborah Lynn Bogstad,
Notary Public for Oregon;
My Commission expires: 06/27/2013

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Matthew O. Ryan, Assistant County Attorney

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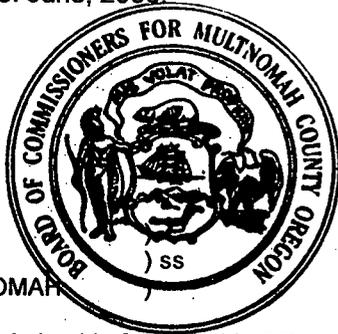
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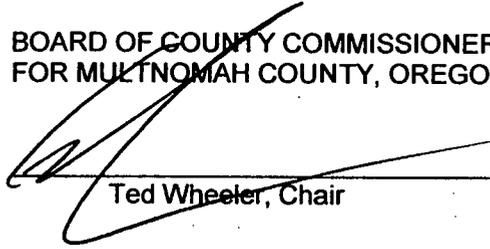
The true consideration for this conveyance is \$50.00.

IN WITNESS WHEREOF, the Multnomah County Board of Commissioners by authority of a Resolution of the Board, entered of record; has caused this deed to be executed by the Chair of the of County Board.

Dated this 25th day of June, 2009



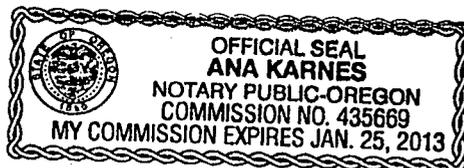
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

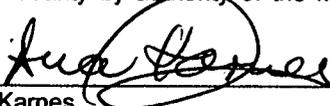

Ted Wheeler, Chair

STATE OF OREGON

COUNTY OF MULTNOMAH

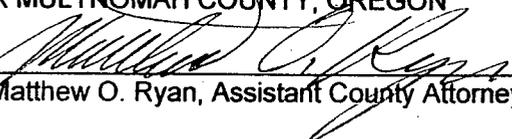
This Deed was acknowledged before me this 25th day of June 2009, by Ted Wheeler, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.




Ana Karnes
Notary Public for Oregon
My Commission expires: January 25, 2013

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Attorney



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (revised 09/22/08)

Board Clerk Use Only

Meeting Date: 06/25/09
 Agenda Item #: C-2
 Est. Start Time: 9:30 AM
 Date Submitted: 06/16/09

Agenda Title: RESOLUTION Authorizing the Private Sale of a Tax Foreclosed Property to the Kathleen Kent Trust

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date:	<u>June 25, 2009</u>	Amount of Time Needed:	<u>Consent Item</u>
Department:	<u>Community Services</u>	Division:	<u>Tax Title</u>
Contact(s):	<u>Gary Thomas</u>		
Phone:	<u>503-988-3590</u>	Ext.	<u>22591</u>
Presenter(s):	<u>Gary Thomas</u>		
I/O Address:	<u>503/1/Tax Title</u>		

General Information

1. What action are you requesting from the Board?

The Tax Title Section is requesting the Board to approve the private sale of a tax-foreclosed property to KATHLEEN KENT TR.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The subject property is a strip of land that came into county ownership through the foreclosure of delinquent tax liens on September 26, 2008. The strip is more or less 7.7' wide and more or less 92.5' long. The strip is approximately 716 square feet in size. The attached plat map Exhibit A shows it as Tax Lot #11001. The strip is located between 7532 and 7538 N Syracuse St. An aerial photo, Exhibit B, shows the strip in relation to the two adjacent properties. We propose to sell the strip to the owner of the 7538 N Syracuse property.

This action affects our Vibrant Communities Program Offer by placing a tax-foreclosed property back onto the tax roll.

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

The private sale will allow for the recovery of the delinquent taxes, fees, and expenses. The sale will

also reinstate the property on the tax roll (see Exhibit C).

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

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

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

No citizen or government participation is anticipated.

Required Signature

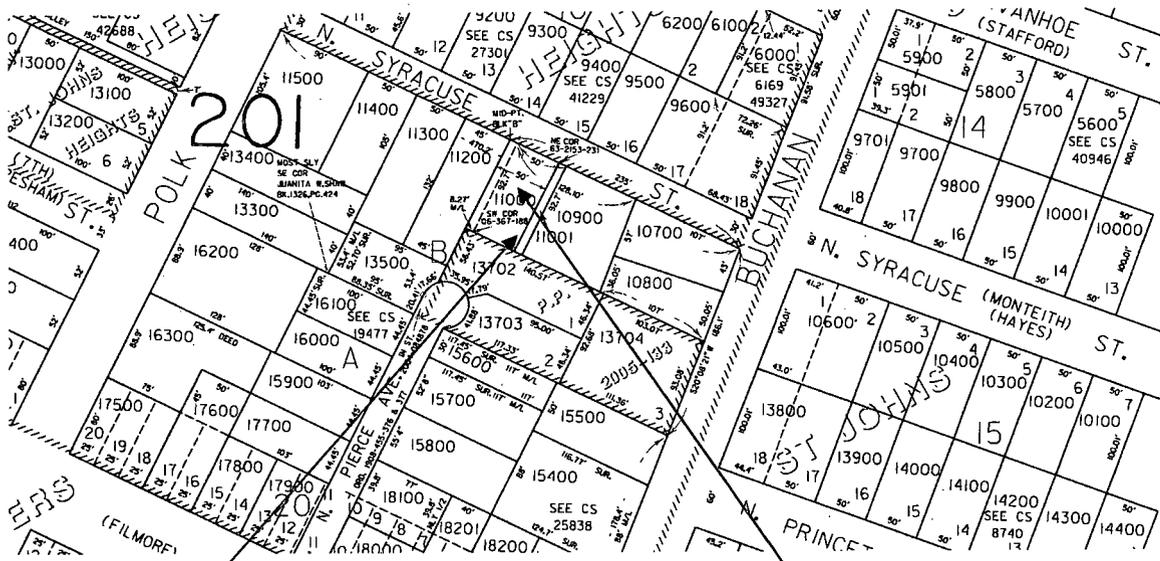
**Elected Official or
Department/
Agency Director:**



Date: 06/16/09

EXHIBIT A

R519191



Subject strip

7538 N Syracuse

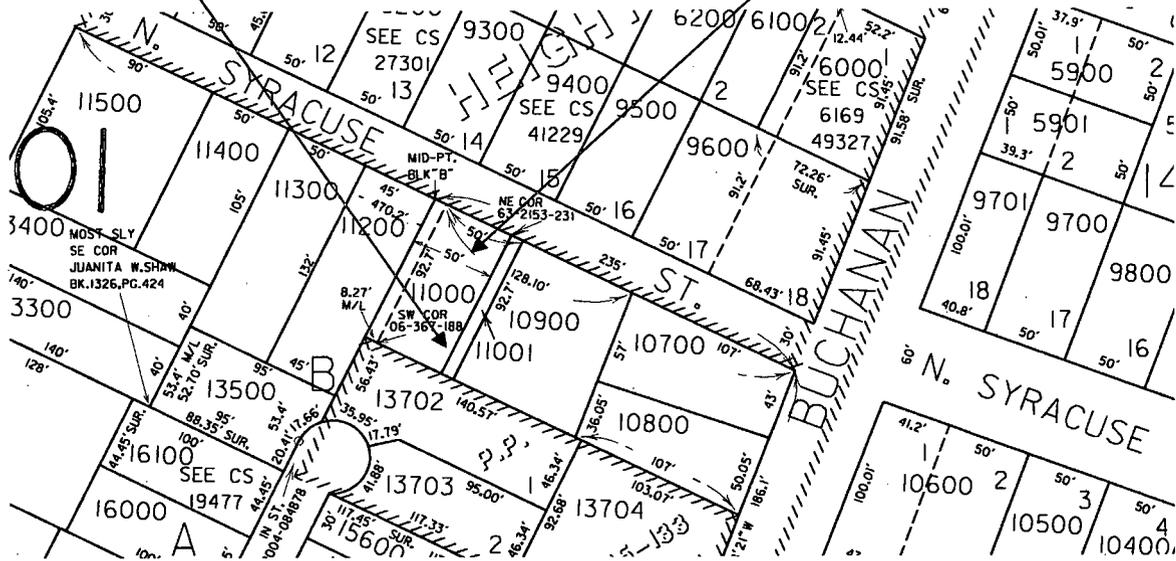


EXHIBIT B

R519191



7538 N Syracuse

Subject strip

EXHIBIT C

LEGAL DESCRIPTION:

A tract of land lying in the Northeast one quarter of section 12 Township 1 North, Range 1 West, of the Willamette Meridian, Multnomah County, Oregon being that portion of Lot "B" in the plat of St. John Heights, a duly recorded plat in Multnomah County, and further described as follows:

All that portion of said Lot "B", St. John Heights described in the deed of conveyance by William and Lana McBeath to Virginia and Esther Penwell, said document recorded as Book 367, Page 188, July 25, 1906, Multnomah County Deed Records, being bounded on the Westerly side by that deed recorded in 1963 as Book 2153, Page 231, and on the Easterly side by that deed recorded in 1946 as Book 1055, Page 211.

ADJACENT PROPERTY	7538 N Syracuse St
TAX ACCOUNT NUMBER:	R519191
GREENSPACE DESIGNATION:	No designation
SIZE OF PARCEL:	More or less 716 square feet
ASSESSED VALUE:	\$100

ITEMIZED EXPENSES FOR TOTAL PRICE OF PRIVATE SALE

BACK TAXES & INTEREST:	\$213.30
TAX TITLE MAINTENANCE COST & EXPENSES:	\$-0-
RECORDING FEE:	\$26.00
SUB-TOTAL	\$239.30
MINIMUM PRICE REQUEST OF PRIVATE SALE	\$250.00

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Authorizing the Private Sale of a Tax Foreclosed Property to the Kathleen Kent Trust

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County acquired through the foreclosure of liens for delinquent real property taxes the real property described in the attached Exhibit A.
- b. The property has a real market value of \$100 on the assessment roll prepared for the County, consistent with the requirement of ORS 275.225(1) (a).
- c. Although no written confirmation from the City of Portland was obtained, the Tax Title Division is confident that the shape and size of the property make it unsuitable for the construction or placement of a dwelling thereon under applicable zoning ordinances and building codes, as provided under ORS 275.225(1) (b).
- d. Kathleen Kent Trust has agreed to pay \$250, an amount the Board finds to be a reasonable price for the property in conformity with ORS 275.225.

The Multnomah County Board of Commissioners Resolves:

1. Upon Tax Title's receipt of the payment of \$250, the Chair on behalf of Multnomah County is authorized to execute a deed, substantially in compliance with the attached deed; conveying to Kathleen Kent, as Trustee of the Kathleen Kent Trust, the real property described in the attached Exhibit A.

ADOPTED this 25th day of June, 2009.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Matthew O. Ryan, Assistant County Attorney

SUBMITTED BY:
M. Cecilia Johnson, Director, Dept. of Community Services

EXHIBIT A RESOLUTION

Legal Description:

A tract of land lying in the Northeast one quarter of section 12 Township 1 North, Range 1 West, of the Willamette Meridian, Multnomah County, Oregon being that portion of Lot "B" in the plat of St. John Heights, a duly recorded plat in Multnomah County, and further described as follows:

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Until a change is requested, all tax statements shall be sent to the following address:
KATHLEEN KENT TR
7538 N SYRACUSE ST
PORTLAND OR 97203-5020

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

Deed D092188 For R519191

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, **Grantor**, conveys to Kathleen Kent as Trustee of the Kathleen Kent Trust UAD 4/16/01, as amended, **Grantee**, the property described in the attached Exhibit A.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

The true consideration for this conveyance is \$250.

IN WITNESS WHEREOF, the Multnomah County Board of Commissioners by authority of a Resolution of the Board, entered of record; has caused this deed to be executed by the Chair of the of County Board.

Dated this 25th day of June, 2009.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this 25th day of June 2009, by Ted Wheeler, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

Deborah Lynn Bogstad,
Notary Public for Oregon;
My Commission expires: 6/27/2013

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Matthew O. Ryan, Assistant County Attorney

EXHIBIT A RESOLUTION

(Deed D092188 for R519191)

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BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 09-086

Authorizing the Private Sale of a Tax Foreclosed Property to the Kathleen Kent Trust

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County acquired through the foreclosure of liens for delinquent real property taxes the real property described in the attached Exhibit A.
- b. The property has a real market value of \$100 on the assessment roll prepared for the County, consistent with the requirement of ORS 275.225(1) (a).
- c. Although no written confirmation from the City of Portland was obtained, the Tax Title Division is confident that the shape and size of the property make it unsuitable for the construction or placement of a dwelling thereon under applicable zoning ordinances and building codes, as provided under ORS 275.225(1) (b).
- d. Kathleen Kent Trust has agreed to pay \$250, an amount the Board finds to be a reasonable price for the property in conformity with ORS 275.225.

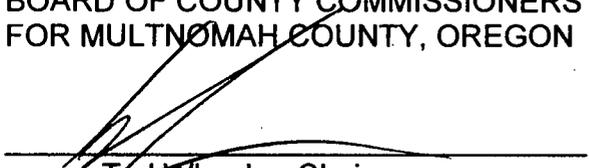
The Multnomah County Board of Commissioners Resolves:

1. Upon Tax Title's receipt of the payment of \$250, the Chair on behalf of Multnomah County is authorized to execute a deed, substantially in compliance with the attached deed; conveying to Kathleen Kent, as Trustee of the Kathleen Kent Trust, the real property described in the attached Exhibit A.

ADOPTED this 25th day of June, 2009.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Attorney

SUBMITTED BY:

M. Cecilia Johnson, Director, Dept. of Community Services

EXHIBIT A RESOLUTION

Legal Description:

A tract of land lying in the Northeast one quarter of section 12 Township 1 North, Range 1 West, of the Willamette Meridian, Multnomah County, Oregon being that portion of Lot "B" in the plat of St. John Heights, a duly recorded plat in Multnomah County, and further described as follows:

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

KATHLEEN KENT TR
7538 N SYRACUSE ST
PORTLAND OR 97203-5020

After recording return to:

Multnomah County Tax Title 503/4

Deed D092188 For R519191

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, **Grantor**, conveys to Kathleen Kent as Trustee of the Kathleen Kent Trust UAD 4/16/01, as amended, **Grantee**, the property described in the attached Exhibit A.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

The true consideration for this conveyance is \$250.

IN WITNESS WHEREOF, the Multnomah County Board of Commissioners by authority of a Resolution of the Board, entered of record; has caused this deed to be executed by the Chair of the of County Board.

Dated this 25th day of June, 2009.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this 25th day of June 2009, by Ted Wheeler, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

Deborah Lynn Bogstad,
Notary Public for Oregon;
My Commission expires: 6/27/2013

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Matthew O. Ryan, Assistant County Attorney

EXHIBIT A RESOLUTION

(Deed D092188 for R519191)

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The true consideration for this conveyance is \$250.

IN WITNESS WHEREOF, the Multnomah County Board of Commissioners by authority of a Resolution of the Board, entered of record; has caused this deed to be executed by the Chair of the of County Board.

Dated this 25th day of June, 2009.

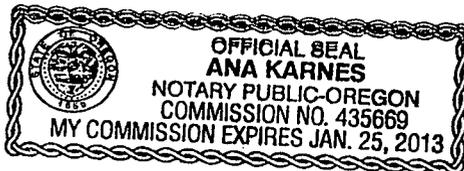


BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler
Ted Wheeler, Chair

STATE OF OREGON
COUNTY OF MULTNOMAH

This Deed was acknowledged before me this 25th day of June 2009, by Ted Wheeler, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Ana Karnes
Ana Karnes
Notary Public for Oregon;
My Commission expires: 1/25/2013

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

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

EXHIBIT A RESOLUTION

(Deed D092188 for R519191)

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MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (revised 09/22/08)

Board Clerk Use Only

Meeting Date: 06/25/09
Agenda Item #: C-3
Est. Start Time: 9:30 AM
Date Submitted: 06/12/09

Agenda Title: **Extension of the Portland HOME Consortium Cooperation Agreement between Multnomah County, the City of Portland and the City of Gresham for Program Years July 1, 2010 through June 30, 2013**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date: June 25, 2009 **Amount of Time Needed:** N/A
Department: DCHS **Division:** Community Services
Contact(s): Carol Cade and Mary Li
Phone: 503-988-6295 **Ext.** 26598 **I/O Address:** 167/2
Presenter(s): Consent Agenda

General Information

1. What action are you requesting from the Board?

Review and approval extending the attached Portland HOME Consortium Agreement for the program years beginning July 1, 2010 and ending June 30, 2013. Since 1992, the City of Portland, City of Gresham and Multnomah County have participated in the Consortium to receive federal HOME grant funds, which support affordable housing programs throughout the County. Each participating local government must adopt the attached Portland HOME Consortium Cooperation Agreement and provide the fully executed agreement to the local HUD office by June 30, 2009 in order to continue receiving HOME grant funds.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, allows local governments to form consortia for the purpose of obtaining funding as a participating jurisdiction under the US Department of Housing and Urban Development's (HUD) HOME investment Partnership program. Unlike the HUD Community Development Block Grant Program, the HOME program provides funds to the Consortium specifically for the provision of affordable housing to low and moderate-income households. The City of Portland, City of Gresham and Multnomah County have participated in a Consortium since 1992 to receive funds under the HOME program to support local and regional affordable housing activities. Each of the local governments

has also participated in preparing the five-year Consolidated Plan, which guides utilization of HOME funds. The current Consolidated Plan is effective for fiscal years 2005-2010. During each year the Consolidated Plan's policy and planning priorities are effective; one-year Action Plans are implementing actual housing activities and services.

The amount of HOME funding awarded to the Consortium each year is determined by HUD according to a formula counting the eligible low income populations within the jurisdictional boundaries of all the local governments within the Consortium. The participation of each member of the Consortium contributes to the overall HOME funds received. Each member of the Consortium is then entitled to a pro-rata share of the HOME funds received based on its contribution of population. The County is the smallest member of the Consortium, counting eligible residents from unincorporated east County and the cities of Troutdale, Fairview, Wood Village and Maywood Park. Each local government expends its share of the HOME funds with separate applications and grant awarding processes to non-profit housing sponsors or other housing and services providers.

The County's portion of the HOME award for the 2009-2010 is \$177,371. After subtracting set-asides for the operating support of Community Housing Development Organizations and program administration the amount available for program allocation is \$134,193. As the County portion of the HOME funds is so small and the administrative burden heavy, the DCHS has ceded to the City of Portland the responsibility for complying with the federal rules concerning fund reservation, project commitment and timely expenditure. The County is involved in determining how the HOME monies are allocated. The City of Portland is the lead agency and fiscal agent for the overall management and reporting required by HUD.

Program offer 25140 Housing is impacted by this action and without this funding; the services could not be provided.

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

The Consortium's total administrative cost for HOME program management projected for 2009-2010 is \$292,724. The administrative fee paid to the City of Portland by Gresham and Multnomah County is calculated to be approximately \$35,127. This administrative fee will be apportioned between Gresham and Multnomah County according to the population contribution factor. This administrative fee is paid with HOME funds; no general fund support is required.

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

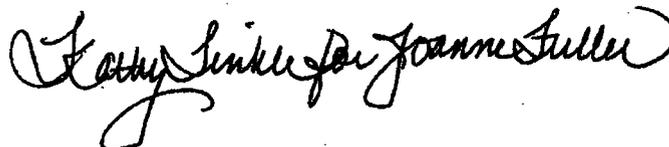
None are anticipated.

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

The five-year Plan and yearly Action Plans have been exhaustively reviewed in public meetings before the joint Housing and Community Development Commission. The Consolidated Plan was also adopted in a public meeting before the Board of Commissioners. The annual award of HOME funds controlled by the County is made in public meetings before the Board of Commissioners.

Required Signature

Elected Official
or Department/
Agency Director:



Date: 06/12/09

**PORTLAND HOME CONSORTIUM
COOPERATION AGREEMENT**

Program Years 2010, 2011, 2012

This Agreement is entered into between the City of Portland, Oregon, the City of Gresham, Oregon, and Multnomah County, Oregon to form a Consortium for the purpose of participating in the HOME Investment Partnership Program of the U.S. Department of Housing and Urban Development.

WHEREAS, the HOME Investment Partnership Program is a Federal grant program to assist local governments with the provision of affordable housing for low and moderate income households; and

WHEREAS, the City of Portland, the City of Gresham and Multnomah County have participated in a Consortium under this program to receive funds which support affordable housing programs throughout the county since 1992; and

WHEREAS, the City of Portland, the City of Gresham and Multnomah County have jointly prepared a HUD-approved Consolidated Plan for fiscal years 2005-2010 to guide the utilization of HOME funds, and

WHEREAS, the City of Portland, the City of Gresham and Multnomah County wish to continue to participate in a HOME Program Consortium beginning July 1, 2010;

WHEREAS, the City of Portland, the City of Gresham and Multnomah County are on the same program year for CDBG, HOME, ESG, and HOPWA programs with annual start dates of July 1.

NOW, THEREFORE, the Consortium members agree as follows:

I DEFINITIONS

- A. "HOME Program" means the HOME Investment Partnership Program authorized by the Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended (42 USC 12701 et seq.).
- B. "Member" means a unit of local government that is a signatory to this Agreement and therefore a member of the Portland HOME Consortium.
- C. "Portland HOME Consortium" means the particular Consortium operating under the HOME Program consisting of the City of Portland, the City of Gresham and Multnomah County.

- D. "Representative Member" means the unit of local government designated by the Portland HOME Consortium to act in a representative capacity for all members for the purposes of this Agreement. The City of Portland shall serve as the Representative Member and be authorized to amend the Agreement and add new members on behalf of the entire Portland HOME Consortium. Portland will consult with existing members before making changes to this Agreement.
- E. "IDIS" means the Integrated Disbursement and Information System, HUD's on-line systems for draws and reporting for the HOME Program, or any system that HUD may implement in its place.

II FUNDING

- A. HUD will determine the amount of HOME funding to be awarded to the Consortium based upon a formula that considers the eligible population within the jurisdictional boundaries of all Consortium members. Therefore, each member's participation in the Portland HOME Consortium contributes to the amount of federal funds awarded to the Consortium. Each member is entitled to plan for the expenditure of funds in an amount equal to their pro-rata share of the HOME grant award, to be determined during each fiscal year of this agreement as follows.
 - 1. The amount of funding attributable to each member will be calculated by applying to the yearly Consortium funding amount the relative percentage of persons living below the federal poverty line in each of the member jurisdictions as determined by the most recent data from the American Community Survey or Federal Census, whichever is more recent.
 - 2. This formula will be applied each year to the amount of the HOME grant award to determine the amount available for each member using the most up-to-date federal poverty data.
- B. Members may choose to collaborate in funding HOME projects or activities or may choose to pursue independent projects or activities.
- C. Each member is responsible for meeting its pro-rata share of the Consortium's obligations to the HOME Program as follows:
 - 1. Community Housing Development Organization (CHDO) Set-Aside: Each member is responsible to meet its pro-rata share of the CHDO Set-Aside obligations under 24 CFR 92.300.
 - 2. Match Obligations: To comply with Matching Contribution Requirements under 24 CFR 92.218-221, each member is responsible for ensuring that required amounts of qualified matching funds are contributed to HOME eligible projects

initiated by the member.

- D. Each member is responsible for complying with the Consortium limitations under the HOME Program in a pro-rata share as follows:
1. Administrative Fund Cap and City of Portland Administration fee:
 - a. Each member is limited to budget and expend its pro-rata share of the 10% of total Consortium HOME funds for administration costs pursuant to 24 CFR 92.207. From this amount, Gresham and Multnomah County will pay to the City of Portland an administration fee in the amount of 12% of City of Portland's total administrative cost for operating the HOME Program. The administration fee shall reimburse the City of Portland for costs associated with serving as lead agency and administering the Portland HOME Consortium.
 - b. The administrative fee will be divided between Gresham and Multnomah County in proportion to their share of the non-Portland Consortium allocation.
 - c. For FY 2010-2011, the City of Portland's total administrative cost for operating the HOME Program is \$292,724, and the administrative fee to be split between Multnomah County and the City of Gresham shall be \$35,127. The dollar amount of the administrative fee shall never increase by more than the lesser of the following, without the consent of all parties: 5% from the previous year or the percentage increase of the HOME grant from the previous year to the year that the fee is collected.
 2. CHDO Operating Support: Each member is limited to its pro-rata share of the 5% of total Consortium HOME funds which can be made available for CHDO operating support under 24 CFR 92.208.
- E. Each member is responsible for complying with the fund reservation, commitment and expenditure time frames under 24 CFR 92.500(d).
- F. Should any member fail to meet any of the obligations or exceed any of the limitations described above and should such failure jeopardize compliance of the Consortium as a whole, the Representative Member has final control over re-distribution of funds among members in order to insure that all grant requirements are met. The Representative Member shall consult with other members of the Consortium prior to any potential re-distribution of funds under this provision.
- G. Should funds be de-obligated by HUD for any reason, the Representative Member will calculate the impact of de-obligation on each consortium member and make appropriate adjustments to the amount allocated to each member. The reduction in funds to each

member will be approximately proportionate to the member's contribution to the cause of the de-obligation, unless members agree otherwise.

III ACTIVITIES

- A. The members agree to cooperate in undertaking housing assistance activities for the HOME Program in compliance with the adopted Consolidated Plan.
- B. The members agree to affirmatively further fair housing in their jurisdictions. Such actions may include planning, education, outreach and enforcement activities.

IV ADMINISTRATION

- A. The City of Portland is designated as the Representative Member of the Portland HOME Consortium and agrees to carry out overall responsibility, with cooperation of all members, for ensuring that the Consortium's HOME Program is carried out in compliance with the requirements of the HOME Program, including requirements for the Consolidated Plan in accordance with HUD regulations in 24 CFR Part 92 and 91, respectively.
- B. As the Representative Member, the City of Portland will incur costs in conjunction with the overall administration of the HOME Program grant. The City of Portland will identify HOME Program administration costs in its annual budget and each member will contribute to these costs in pro-rata share, subject to provisions in Section II, D. 1. above.
- C. Each member agrees to carry out program activities in conformance with 24 CFR Part 92.
- D. Each member agrees to supply to the Representative Member information and records necessary for participation, including but not limited to HOME Program Activity set up and completion information required by IDIS, to maintain records to support HOME Match, CHDO and MBE/WBE reporting, and provide reporting information required by HUD. All documents of the members relating to the HOME Investment Partnership Program are open to inspection by the Representative Member, or its designee, upon request. The Representative Member may, from time-to-time, monitor the members of the Consortium for compliance with this Agreement. The Representative Member agrees to provide reasonable technical assistance to members to promote compliance.
- E. Any member responsible for a finding which requires repayment to HUD will bear the impact of such repayment from its pro-rata share of the HOME Program funds.

V TERMS OF THE AGREEMENT

- A. This Agreement shall remain in full force and effect from the date of execution and approval by HUD for the period necessary to carry out all activities funded from the three program years 2010, 2011, 2012.
- B. Members are required to remain in the Consortium and cannot terminate this Agreement or withdraw from the Consortium during the full term of this Agreement per CPD Notice 00-05 (dated April 5, 2000).

Agreed to this _____ day of _____, 2009.

CITY OF PORTLAND

MULTNOMAH COUNTY

CITY OF GRESHAM

Sam Adams, Mayor

Ted Wheeler, Commission Chair

Shane Bemis, Mayor

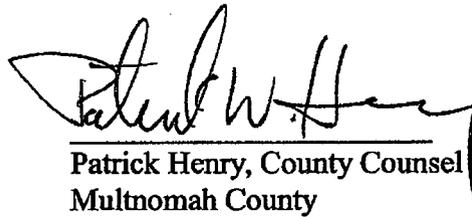
We hereby find that the terms and provisions of this Agreement are fully authorized under state law by ORS 190.003 et seq. And local law by Portland City Charter §2-105(a)(4), Charter of the City of Gresham, Oregon, Chapter 2 § 5, and Multnomah County Charter, Chapter 2, and that the Agreement provides full legal authority for the Consortium to undertake housing assistance activities for the HOME Program.

APPROVED AS TO FORM:

APPROVED AS TO FORM



Linda Meng, City Attorney
City of Portland



Patrick Henry, County Counsel
Multnomah County

Dave Ris, City Attorney
City of Gresham

**PORTLAND HOME CONSORTIUM
COOPERATION AGREEMENT**

Program Years 2010, 2011, 2012

This Agreement is entered into between the City of Portland, Oregon, the City of Gresham, Oregon, and Multnomah County, Oregon to form a Consortium for the purpose of participating in the HOME Investment Partnership Program of the U.S. Department of Housing and Urban Development.

WHEREAS, the HOME Investment Partnership Program is a Federal grant program to assist local governments with the provision of affordable housing for low and moderate income households; and

WHEREAS, the City of Portland, the City of Gresham and Multnomah County have participated in a Consortium under this program to receive funds which support affordable housing programs throughout the county since 1992; and

WHEREAS, the City of Portland, the City of Gresham and Multnomah County have jointly prepared a HUD-approved Consolidated Plan for fiscal years 2005-2010 to guide the utilization of HOME funds, and

WHEREAS, the City of Portland, the City of Gresham and Multnomah County wish to continue to participate in a HOME Program Consortium beginning July 1, 2010;

WHEREAS, the City of Portland, the City of Gresham and Multnomah County are on the same program year for CDBG, HOME, ESG, and HOPWA programs with annual start dates of July 1.

NOW, THEREFORE, the Consortium members agree as follows:

I DEFINITIONS

- A. "HOME Program" means the HOME Investment Partnership Program authorized by the Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended (42 USC 12701 et seq.).
- B. "Member" means a unit of local government that is a signatory to this Agreement and therefore a member of the Portland HOME Consortium.
- C. "Portland HOME Consortium" means the particular Consortium operating under the HOME Program consisting of the City of Portland, the City of Gresham and Multnomah County.

- D. "Representative Member" means the unit of local government designated by the Portland HOME Consortium to act in a representative capacity for all members for the purposes of this Agreement. The City of Portland shall serve as the Representative Member and be authorized to amend the Agreement and add new members on behalf of the entire Portland HOME Consortium. Portland will consult with existing members before making changes to this Agreement.
- E. "IDIS" means the Integrated Disbursement and Information System, HUD's on-line systems for draws and reporting for the HOME Program, or any system that HUD may implement in its place.

II FUNDING

- A. HUD will determine the amount of HOME funding to be awarded to the Consortium based upon a formula that considers the eligible population within the jurisdictional boundaries of all Consortium members. Therefore, each member's participation in the Portland HOME Consortium contributes to the amount of federal funds awarded to the Consortium. Each member is entitled to plan for the expenditure of funds in an amount equal to their pro-rata share of the HOME grant award, to be determined during each fiscal year of this agreement as follows.
 - 1. The amount of funding attributable to each member will be calculated by applying to the yearly Consortium funding amount the relative percentage of persons living below the federal poverty line in each of the member jurisdictions as determined by the most recent data from the American Community Survey or Federal Census, whichever is more recent.
 - 2. This formula will be applied each year to the amount of the HOME grant award to determine the amount available for each member using the most up-to-date federal poverty data.
- B. Members may choose to collaborate in funding HOME projects or activities or may choose to pursue independent projects or activities.
- C. Each member is responsible for meeting its pro-rata share of the Consortium's obligations to the HOME Program as follows:
 - 1. Community Housing Development Organization (CHDO) Set-Aside: Each member is responsible to meet its pro-rata share of the CHDO Set-Aside obligations under 24 CFR 92.300.
 - 2. Match Obligations: To comply with Matching Contribution Requirements under 24 CFR 92.218-221, each member is responsible for ensuring that required amounts of qualified matching funds are contributed to HOME eligible projects

initiated by the member.

D. Each member is responsible for complying with the Consortium limitations under the HOME Program in a pro-rata share as follows:

1. Administrative Fund Cap and City of Portland Administration fee:

- a. Each member is limited to budget and expend its pro-rata share of the 10% of total Consortium HOME funds for administration costs pursuant to 24 CFR 92.207. From this amount, Gresham and Multnomah County will pay to the City of Portland an administration fee in the amount of 12% of City of Portland's total administrative cost for operating the HOME Program. The administration fee shall reimburse the City of Portland for costs associated with serving as lead agency and administering the Portland HOME Consortium.
- b. The administrative fee will be divided between Gresham and Multnomah County in proportion to their share of the non-Portland Consortium allocation.
- c. For FY 2010-2011, the City of Portland's total administrative cost for operating the HOME Program is \$292,724, and the administrative fee to be split between Multnomah County and the City of Gresham shall be \$35,127. The dollar amount of the administrative fee shall never increase by more than the lesser of the following, without the consent of all parties: 5% from the previous year or the percentage increase of the HOME grant from the previous year to the year that the fee is collected.

2. CHDO Operating Support: Each member is limited to its pro-rata share of the 5% of total Consortium HOME funds which can be made available for CHDO operating support under 24 CFR 92.208.

E. Each member is responsible for complying with the fund reservation, commitment and expenditure time frames under 24 CFR 92.500(d).

F. Should any member fail to meet any of the obligations or exceed any of the limitations described above and should such failure jeopardize compliance of the Consortium as a whole, the Representative Member has final control over re-distribution of funds among members in order to insure that all grant requirements are met. The Representative Member shall consult with other members of the Consortium prior to any potential re-distribution of funds under this provision.

G. Should funds be de-obligated by HUD for any reason, the Representative Member will calculate the impact of de-obligation on each consortium member and make appropriate adjustments to the amount allocated to each member. The reduction in funds to each

member will be approximately proportionate to the member's contribution to the cause of the de-obligation, unless members agree otherwise.

III ACTIVITIES

- A. The members agree to cooperate in undertaking housing assistance activities for the HOME Program in compliance with the adopted Consolidated Plan.
- B. The members agree to affirmatively further fair housing in their jurisdictions. Such actions may include planning, education, outreach and enforcement activities.

IV ADMINISTRATION

- A. The City of Portland is designated as the Representative Member of the Portland HOME Consortium and agrees to carry out overall responsibility, with cooperation of all members, for ensuring that the Consortium's HOME Program is carried out in compliance with the requirements of the HOME Program, including requirements for the Consolidated Plan in accordance with HUD regulations in 24 CFR Part 92 and 91, respectively.
- B. As the Representative Member, the City of Portland will incur costs in conjunction with the overall administration of the HOME Program grant. The City of Portland will identify HOME Program administration costs in its annual budget and each member will contribute to these costs in pro-rata share, subject to provisions in Section II, D. 1. above.
- C. Each member agrees to carry out program activities in conformance with 24 CFR Part 92.
- D. Each member agrees to supply to the Representative Member information and records necessary for participation, including but not limited to HOME Program Activity set up and completion information required by IDIS, to maintain records to support HOME Match, CHDO and MBE/WBE reporting, and provide reporting information required by HUD. All documents of the members relating to the HOME Investment Partnership Program are open to inspection by the Representative Member, or its designee, upon request. The Representative Member may, from time-to-time, monitor the members of the Consortium for compliance with this Agreement. The Representative Member agrees to provide reasonable technical assistance to members to promote compliance.
- E. Any member responsible for a finding which requires repayment to HUD will bear the impact of such repayment from its pro-rata share of the HOME Program funds.

V TERMS OF THE AGREEMENT

- A. This Agreement shall remain in full force and effect from the date of execution and approval by HUD for the period necessary to carry out all activities funded from the three program years 2010, 2011, 2012.
- B. Members are required to remain in the Consortium and cannot terminate this Agreement or withdraw from the Consortium during the full term of this Agreement per CPD Notice 00-05 (dated April 5, 2000).

Agreed to this _____ day of _____, 2009.

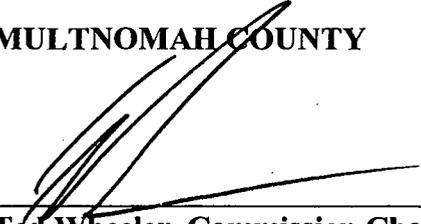
CITY OF PORTLAND

MULTNOMAH COUNTY

CITY OF GRESHAM



Sam Adams, Mayor



Ted Wheeler, Commission Chair

Shane Bemis, Mayor

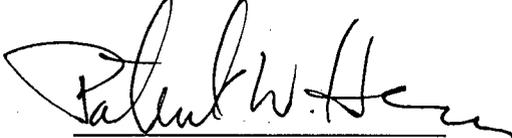
We hereby find that the terms and provisions of this Agreement are fully authorized under state law by ORS 190.003 et seq. And local law by Portland City Charter §2-105(a)(4), Charter of the City of Gresham, Oregon, Chapter 2 § 5, and Multnomah County Charter, Chapter 2, and that the Agreement provides full legal authority for the Consortium to undertake housing assistance activities for the HOME Program.

APPROVED AS TO FORM:

APPROVED AS TO FORM



Linda Merg, City Attorney
City of Portland



Patrick Henry, County Counsel
Multnomah County

Dave Ris, City Attorney
City of Gresham



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (revised 09/22/08)

Board Clerk Use Only

Meeting Date: 06/25/09
 Agenda Item #: C-4
 Est. Start Time: 9:30 AM
 Date Submitted: 06/17/09

Agenda Title: Amendment 1 to Intergovernmental Revenue Agreement 0709008 with the City of Wood Village for Police Services

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date: June 25, 2009 Amount of Time Needed: N/A
 Department: Sheriff's Office Division: Enforcement
 Contact(s): Brad Lynch
 Phone: 503-988-4336 Ext. 84336 I/O Address: 503/350
 Presenter(s): Consent Calendar

General Information

1. **What action are you requesting from the Board?**
 Approval of the amendment to intergovernmental agreement 0709008.
2. **Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.**
 The Sheriff's Office provides patrols and police services within the city limits of Wood Village. The City of Wood Village agrees to compensate the County. These patrols and police services are part of the MCSO Patrol program offer # 60063A, and provides Wood Village citizens neighborhood patrols, emergency and non-emergency response, traffic safety, intervention, and assistance.
3. **Explain the fiscal impact (current year and ongoing).**
 Wood Village will pay \$346,762.00 for these services for fiscal year 2010. The revenue has been anticipated and is included in the FY 2010 budget.
4. **Explain any legal and/or policy issues involved.**
 None

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

None other than those described above.

Required Signature

Elected Official or
Department/
Agency Director:

/s/ Bob Skipper / L.A.

Date: 06/16/09

MULTNOMAH COUNTY CONTRACT APPROVAL FORM (CAF)

Contract #: 0709008

Pre-approved Contract Boilerplate (with County Attorney signature) Attached Not Attached

Amendment #: 1

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

Department: Sheriff's Office Division/ Program: Enforcement Date: 04/29/09
 Originator: Chief Deputy Timothy Moore Phone: 503-988-4300 Bldg/Room: 503/350
 Contact: Brad Lynch Phone: 503-988-4336 Bldg/Room: 503/350

Description of Contract: IGA amendment to set the contract amount for fiscal year 2010.

RENEWAL: PREVIOUS CONTRACT #(S)

EEO Exhibit 5 required if amount over \$75k

PROCUREMENT EXEMPTION OR CITATION # 46-0130(1)(f)

ISSUE DATE:

EFFECTIVE DATE:

END DATE:

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

Contractor	City of Wood Village			Remittance address (If different)	
Address	2055 NE 238 th Drive				
City/State	Wood Village, Oregon			Payment Schedule / Terms:	
ZIP Code	97060			<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt
Phone	503-667-6211			<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
Employer ID# or SS#				<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other
Contract Effective Date	<u>07/01/08</u>	Term Date	<u>06/30/18</u>	<input type="checkbox"/> Price Agreement (PA) or Requirements Funding Info:	
Amendment Effect Date	<u>07/01/09</u>	New Term Date	<u>06/30/18</u>		
Original Contract Amount	\$ 336,762.00			Original PA/Requirements Amount	\$ _____
Total Amt of Previous Amendments	\$ _____			Total Amt of Previous Amendments	\$ _____
Amount of Amendment	\$ 346,865.00			Amount of Amendment	\$ _____
Total Amount of Agreement	\$ 683,627.00			Total PA/Requirements Amount	\$ _____

REQUIRED SIGNATURES:

Department Manager _____ DATE _____
 County Attorney Not Required [Signature] DATE 6/23/09
 CPCA Manager _____ DATE _____
 County Chair [Signature] DATE 6/25/09
 Sheriff [Signature] DATE 6/16/09
 Contract Administration _____ DATE _____



COMMENTS:

**MULTNOMAH COUNTY
INTERGOVERNMENTAL AGREEMENT AMENDMENT
(Amendment 1 to Change Contract Provisions during Contract Term)**

CONTRACT NO. 0709008

This is an amendment to Multnomah County Contract referenced above effective July 1, 2008 between Multnomah County, Oregon, hereinafter referred to as County, and the City of Wood Village hereinafter referred to as CITY.

The parties agree:

1. The following changes are made to Contract No. 0709008:

Section 2.C of the contract is amended to provide as follows:

C.) Upon receipt of quarterly billing, CITY agrees to compensate the MCSO for partial costs of delivering the above stated law enforcement services. The remittance for the period of July 1, 2009 until June 30, 2010 of this contract shall be \$346,865.00 for three point zero (3.0) FTE Deputy Sheriffs.

Billing schedule will be as follows:

October 1 st for -	July, August, September
January 1 st for -	October, November, December
April 1 st for -	January, February, March
July 1 st for -	April, May, June

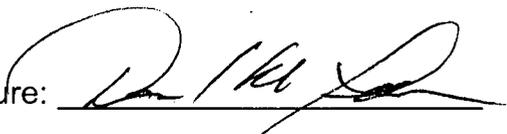
2. All other terms and conditions of the contract shall remain the same.

MULTNOMAH COUNTY, OREGON:

CITY OF WOOD VILLAGE:

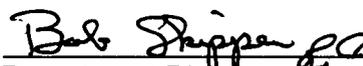


Ted Wheeler, County Chair

Signature: 

Date: 6/25/09

Name: David M. Fuller
Please Print

Approved: 
Department Director or Designee

Title: Mayor

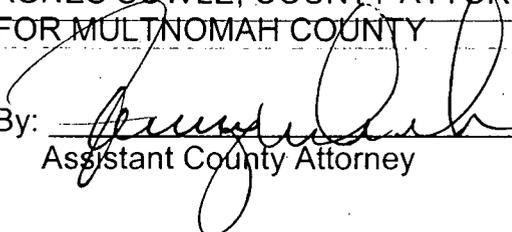
Date: 6/16/09

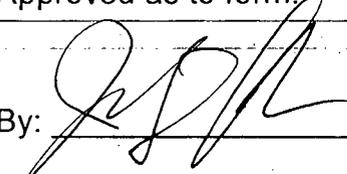
Date: June 2, 2009

Reviewed:

**AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY**

Approved as to form:

By: 
Assistant County Attorney

By: 
Date: 6/9/09

MULTNOMAH COUNTY
INTERGOVERNMENTAL AGREEMENT AMENDMENT
(Amendment 1 to Change Contract Provisions during Contract Term)

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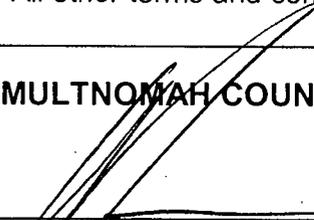
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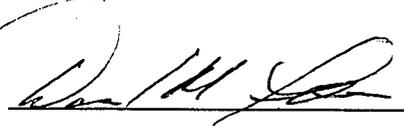
2. All other terms and conditions of the contract shall remain the same.

MULTNOMAH COUNTY, OREGON:

CITY OF WOOD VILLAGE:



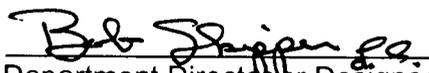
Ted Wheeler, County Chair

Signature: 

Date: 6/25/09

Name: David M. Fuller

Please Print

Approved: 

Department Director or Designee

Title: Mayor

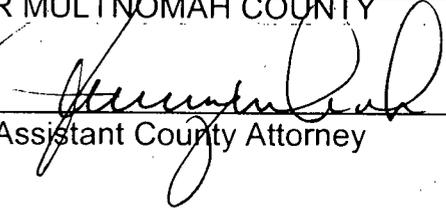
Date: 6/16/09

Date: June 2, 2009

Reviewed:

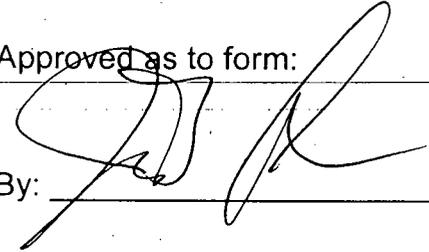
AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

Approved as to form:

By: 

Assistant County Attorney

6/23/09
Date

By: 

Date

6/9/09
Date



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (revised 09/22/08)

Board Clerk Use Only

Meeting Date: 06/25/09
 Agenda Item #: R-1
 Est. Start Time: 9:30 AM
 Date Submitted: 06/17/09

Agenda Title: RESOLUTION Certifying that Bob Skipper, Multnomah County Sheriff, as Chief Executive, Primarily Provides Executive, Policymaking, Managerial and Leadership Services

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date: June 25, 2009 Amount of Time Needed: 5 minutes
 Department: Sheriff's Office Division: Executive Office
 Contact(s): Christine Kirk
 Phone: 503.988.4301 Ext. 84301 I/O Address: 503/350/kirk
 Presenter(s): Sheriff Bob Skipper (if available) and Chief of Staff Christine Kirk

General Information

1. What action are you requesting from the Board?

Passage of a resolution certifying that the Sheriff of Multnomah County services as a chief executive and primarily provides executive, policymaking, managers and leadership services.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

On June 15, 2009 the Oregon Senate passed SB 344 C. Due to an emergency clause, the bill went into effect upon its passage. The bill sets further criteria to meet the minimum training standards for basic police officer certification. One of the minimum standards is that the sheriff is elected to the office of sheriff in a county the governing body of which certifies that the sheriff of the county, as chief executive, primarily provides executive, policymaking, managerial and leadership services. (Section 9 (5))

The resolution in front of the Board allows for Sheriff Bob Skipper to meet the above mentioned criteria.

Sheriff Skipper is currently attending the two week Police Officer Career Development Course. Upon passing that course and the Board's passage of this resolution, Sheriff Skipper will meet all of the other training criteria set forth in SB 344 C.

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

NA

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

A Sheriff elected in the State of Oregon must receive either be or receive a police certification within one year of taking office. With the passage of SB 344 C and Sheriff Skipper meeting the training criteria within it, Sheriff Skipper can be certified as a police officer within a year of taking office.

SB 344 C does not change any of the criteria related to a person's ability to get on the ballot for the election. It solely pertains to the requirements once elected. SB 344 C is repealed as of January 2, 2010.

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

NA

Required Signature

Elected Official or
Department/
Agency Director:

/s/ *Bob Skipper / C.K*

Date: June 17, 2009

**Enrolled
Senate Bill 344**

Sponsored by Senator GEORGE

CHAPTER

AN ACT

Relating to county officers; creating new provisions; amending ORS 202.110, 204.005, 204.010, 204.016, 204.020, 249.002 and 254.005; and declaring an emergency.

Be It Enacted by the People of the State of Oregon:

SECTION 1. ORS 204.005 is amended to read:

204.005. (1) The following county officers shall be elected at the primary election or general election, as provided in ORS 249.088:

- [(1)] (a) A sheriff.
- [(2)] (b) A county clerk.
- [(3)] (c) A county assessor.
- [(4)] (d) A county treasurer.
- [(5)] A county surveyor.]

[(6)] (e) A county commissioner to succeed any commissioner whose term of office expires the following January.

[(7)] (f) In any county where there is a vacancy from any cause in the office of county commissioner, an additional commissioner to fill the vacancy.

(2) Unless an adopted county charter or a county ordinance provides otherwise, the governing body of a county shall appoint a county surveyor.

SECTION 2. ORS 204.016 is amended to read:

204.016. (1) A person is not eligible to **serve** in any office listed in ORS 204.005 unless the person is a citizen of the United States[,] and an elector under the Oregon Constitution.

(2) A person is not eligible to serve in any elective office listed in ORS 204.005 unless the person meets the requirements of subsection (1) of this section and in addition is [and] a resident of the county [wherein] in which the person is elected for the period of one year [next] preceding the next election[, except that in counties of less than 25,000 population the requirement of residency in the county wherein the person is elected does not apply to the county surveyor].

[(2)] (3) A person is not eligible to be a candidate for election or appointment to the office of county surveyor unless registered under the laws of this state as a registered professional land surveyor.

[(3)] (4) A person is not eligible to be a candidate for election or appointment to the office of county assessor unless:

- (a) The person has qualified as a registered appraiser or is an appraiser trainee under ORS 308.015 and if an appraiser trainee, notwithstanding ORS 308.015, becomes a registered appraiser within two years after taking office; and

(b) The person either has two years of office and accounting experience, including experience in office management activities, or has two years of full-time employment in the office of a county assessor.

[(4)] (5) The Department of Revenue shall prepare applications and questionnaires, and obtain information it may deem necessary to determine that a candidate for the office of county assessor has met the requirements of **subsection (4)** of this section, and shall furnish to applicants suitable certificates evidencing satisfactory compliance with the required qualifications.

SECTION 3. ORS 204.010 is amended to read:

204.010. (1) Except as provided in subsection (2) of this section, the term of office of each officer mentioned in ORS 204.005 is four years.

(2) When two or more county commissioners are elected for one county at a general election and one of them is elected to fill a vacancy, as provided in ORS 204.005 [(7)] (1)(f), one of them shall hold office for two years and the others four years.

SECTION 4. ORS 204.020 is amended to read:

204.020. (1) The term of office of each officer [*mentioned in*] **elected pursuant to ORS 204.005** [*shall commence*] **commences** on the first Monday of January next following election to office.

(2) Before entering upon any **elective office** listed in ORS 204.005, the person elected must qualify by filing with the county clerk of the county in which the person is elected the person's certificate of election, with an oath of office indorsed thereon, and subscribed by the elected person, to the effect that the person will support the Constitution of the United States and of this state, and faithfully carry out the office being assumed. The person shall also give and file the undertaking provided for under subsection (3) of this section.

(3) A county governing body may require, by ordinance, for the filing by each officer under ORS 204.005, prior to that officer assuming office, of an official undertaking with such surety as the governing body determines necessary or of an irrevocable letter of credit issued by an insured institution, as defined in ORS 706.008, in either case in a reasonable amount with the county governing body.

SECTION 5. ORS 202.110 is amended to read:

202.110. (1) The county judge and the county commissioners appointed under ORS 202.100, acting as a county court, shall appoint a sheriff, a county clerk, a county assessor, a county treasurer and a county surveyor. An officer appointed under this subsection must be an elector of the new county and must accept and qualify for the office under ORS 204.016 and 204.020 before beginning service. The officers, **except the county surveyor**, appointed under this subsection shall serve until the first Monday in January after the election at which their successors are elected. **The county surveyor appointed pursuant to this section serves for the term specified in ORS 204.010.**

(2) At the next practicable general election following the appointment, successors to the county officers, **except the county surveyor**, appointed under subsection (1) of this section shall be elected. The successors shall take office on the first Monday in January next following their election.

(3) All justices and constables in office within the boundaries of any new county shall continue to hold office in such new county during the remainder of their term, and shall give bonds to the new county of the same amount and in the same manner as previously given to the original county in which they were elected or appointed.

(4) At each general election following the general election at which the first county officers under this section are elected, a successor shall be elected to fill any expiring term.

SECTION 6. ORS 249.002 is amended to read:

249.002. As used in this chapter:

(1) "Candidate" means an individual whose name is or is expected to be printed on the official ballot.

(2) "County clerk" means the county clerk or the county official in charge of elections.

(3) "Elector" means an individual qualified to vote under section 2, Article II, Oregon Constitution.

(4) "Judge" means judge of the Supreme Court, Court of Appeals, circuit court or the Oregon Tax Court, or any county judge who exercises judicial functions.

(5) "Member" means an individual who is registered as being affiliated with the political party.

(6) "Minor political party" means a political party that has qualified as a minor political party under ORS 248.008.

(7) "Nonpartisan office" means the office of judge, Superintendent of Public Instruction, Commissioner of the Bureau of Labor and Industries, any elected office of a metropolitan service district under ORS chapter 268, justice of the peace, county clerk, county assessor, [*county surveyor*,] county treasurer, sheriff, district attorney or any office designated nonpartisan by a home rule charter.

(8) "Prospective petition" means the information, except signatures and other identification of petition signers, required to be contained in a completed petition.

(9) "Public office" means any national, state, county, city or district office or position, except a political party office, filled by the electors.

(10) "State office" means Governor, Secretary of State, State Treasurer, Attorney General, Commissioner of the Bureau of Labor and Industries, Superintendent of Public Instruction, judge, state Senator, state Representative or district attorney.

SECTION 7. ORS 254.005 is amended to read:

254.005. As used in this chapter:

(1) "Ballot" means any material on which votes may be cast for candidates or measures. In the case of a recall election, "ballot" includes material posted in a voting compartment or delivered to an elector by mail.

(2) "Chief elections officer" means the:

(a) Secretary of State, regarding a candidate for a state office or an office to be voted on in the state at large or in a congressional district, or a measure to be voted on in the state at large.

(b) County clerk, regarding a candidate for a county office, or a measure to be voted on in a county only.

(c) City clerk, auditor or recorder, regarding a candidate for a city office, or a measure to be voted on in a city only.

(3) "County clerk" means the county clerk or the county official in charge of elections.

(4) "Elector" means an individual qualified to vote under section 2, Article II, Oregon Constitution.

(5) "Major political party" means a political party that has qualified as a major political party under ORS 248.006.

(6) "Measure" includes any of the following submitted to the people for their approval or rejection at an election:

(a) A proposed law.

(b) An Act or part of an Act of the Legislative Assembly.

(c) A revision of or amendment to the Oregon Constitution.

(d) Local, special or municipal legislation.

(e) A proposition or question.

(7) "Minor political party" means a political party that has qualified as a minor political party under ORS 248.008.

(8) "Nonpartisan office" means the office of judge of the Supreme Court, Court of Appeals, circuit court or the Oregon Tax Court, Superintendent of Public Instruction, Commissioner of the Bureau of Labor and Industries, any elected office of a metropolitan service district under ORS chapter 268, justice of the peace, county clerk, county assessor, [*county surveyor*,] county treasurer, county judge who exercises judicial functions, sheriff, district attorney or any office designated nonpartisan by a home rule charter.

(9) "Prospective petition" means the information, except signatures and other identification of petition signers, required to be contained in a completed petition.

(10) "Regular district election" means the election held each year for the purpose of electing members of a district board as defined in ORS 255.005 (2).

(11) "Vote tally system" means one or more pieces of equipment necessary to examine and tally automatically the marked ballots.

(12) "Voting machine" means any device that will record every vote cast on candidates and measures and that will either internally or externally total all votes cast on that device.

SECTION 8. The amendments to ORS 204.005 by section 1 of this 2009 Act apply to a vacancy in the office of county surveyor that occurs on or after January 1, 2010.

SECTION 9. Notwithstanding ORS 181.665 and 206.015, a person elected to the office of sheriff is considered to have met the minimum training standards for basic police officer certification if the person:

- (1) Served at least 25 years as a police officer in this state;
- (2) Retired from law enforcement under honorable conditions and received or was eligible to receive a Department of Public Safety Standards and Training retirement card;
- (3) Held valid Department of Public Safety Standards and Training certification through the executive level at the time of retirement;
- (4) Previously served as the elected sheriff of a county for not less than four years;
- (5) Is elected to the office of sheriff in a county the governing body of which certifies that the sheriff of the county, as chief executive, primarily provides executive, policymaking, managerial and leadership services; and
- (6) Completes the Department of Public Safety Standards and Training police career officer development courses.

SECTION 10. Section 9 of this 2009 Act is repealed on January 2, 2010.

SECTION 11. This 2009 Act being necessary for the immediate preservation of the public peace, health and safety, an emergency is declared to exist, and this 2009 Act takes effect on its passage.

Passed by Senate May 5, 2009

Received by Governor:

Repassed by Senate June 15, 2009

.....M.,....., 2009

Approved:

.....
Secretary of Senate

.....M.,....., 2009

.....
President of Senate

.....
Governor

Passed by House June 11, 2009

Filed in Office of Secretary of State:

.....
Speaker of House

.....M.,....., 2009

.....
Secretary of State

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Certifying that Bob Skipper, Multnomah County Sheriff, as Chief Executive, Primarily Provides Executive, Policymaking, Managerial and Leadership Services

The Multnomah County Board of Commissioners Finds:

- a. Bob Skipper was elected Sheriff of Multnomah County on November 4, 2008, to complete the term of Sheriff Giusto, who retired effective July 16, 2008.
- b. The 2009 Oregon Legislature has passed SB 344 relating to the requirement for an elected sheriff to obtain police officer certification through Oregon Department of Public Safety Standards and Training (DPSST).
- c. SB 344 requires that the county governing body certifies that the sheriff of the county, as chief executive, primarily provides executive, policymaking, managerial and leadership services.
- d. The Board finds that the Office of Sheriff of Multnomah County is primarily concerned with providing executive, policymaking, managerial and leadership functions and that Sheriff Skipper meets all of the requirements for certification under SB 344.

The Multnomah County Board of Commissioners Resolves:

1. The Board of County Commissioners hereby certifies that the Sheriff of Multnomah County, as chief executive, is primarily concerned with providing executive, policymaking, managerial and leadership services.

ADOPTED this 25th day of June 2009.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Jacqueline A. Weber, Assistant County Attorney

SUBMITTED BY:
Bob Skipper, Multnomah County Sheriff

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 09-087

Certifying that Bob Skipper, Multnomah County Sheriff, as Chief Executive, Primarily Provides Executive, Policymaking, Managerial and Leadership Services

The Multnomah County Board of Commissioners Finds:

- a. Bob Skipper was elected Sheriff of Multnomah County on November 4, 2008, to complete the term of Sheriff Giusto, who retired effective July 16, 2008.
- b. The 2009 Oregon Legislature has passed SB 344 relating to the requirement for an elected sheriff to obtain police officer certification through Oregon Department of Public Safety Standards and Training (DPSST).
- c. SB 344 requires that the county governing body certifies that the sheriff of the county, as chief executive, primarily provides executive, policymaking, managerial and leadership services.
- d. The Board finds that the Office of Sheriff of Multnomah County is primarily concerned with providing executive, policymaking, managerial and leadership functions and that Sheriff Skipper meets all of the requirements for certification under SB 344.

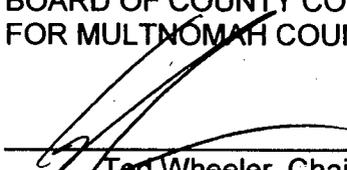
The Multnomah County Board of Commissioners Resolves:

1. The Board of County Commissioners hereby certifies that the Sheriff of Multnomah County, as chief executive, is primarily concerned with providing executive, policymaking, managerial and leadership services.

ADOPTED this 25th day of June 2009.



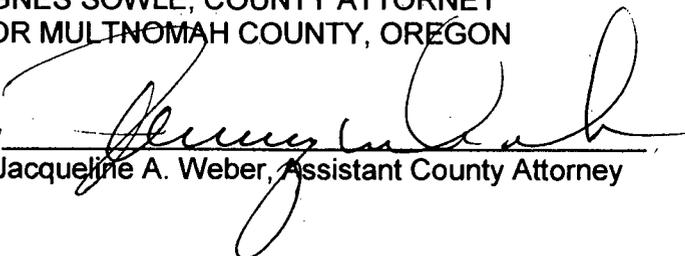
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 

Jacqueline A. Weber, Assistant County Attorney

SUBMITTED BY:
Bob Skipper, Multnomah County Sheriff



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (long form)

APPROVED : MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # R-2 DATE 6/25/09
 ANA KARNES, ASST BOARD CLERK

Board Clerk Use Only

Meeting Date: 06/25/09
 Agenda Item #: R-2
 Est. Start Time: 9:35 AM
 Date Submitted: 06/17/09

**NOTICE OF INTENT to Apply to the U.S. Department of Justice, Office of
 Agenda Community Oriented Policing Services for Fiscal Year 2009 Child Sexual
 Title: Predator Program Grant Funds**

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

Requested Meeting Date: 6/25/2009 **Amount of Time Needed:** 10 minutes
Department: Sheriff's Office **Division:** Law Enforcement
Contact(s): Captain Monte Reiser
Phone: 503-251-2515 **Ext.** _____ **I/O Address:** 313/1
Presenter(s): Wanda Yantis, Fiscal Manager

General Information

1. What action are you requesting from the Board?

Approval for the Sheriff's Office to apply for the *COPS FY2009: Child Sexual Predator Program (CSPP) Grant*, funds for reducing child endangerment through enhanced strategies to locate, arrest, and prosecute child sexual predators.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

Only invited agencies are eligible to apply for this grant. The Sheriff's Office was nominated by U.S. Attorney Karin Immergut to apply.

The Inter-agency Child Exploitation Prevention Team, known as INTERCEPT, combines the resources of local, state, and federal law enforcement agencies in the fight against online child sexual predators in Multnomah County and the surrounding region. The team includes the Multnomah County Sheriff's Office as well as the sheriff's offices of Clackamas and Washington counties, the U.S. Attorney's Office, the U.S. Marshals Service, U.S. Immigration and Customs Enforcement, and the Oregon Department of Justice.

INTERCEPT has a need for additional support in the prosecution of these cases and in the entry of case data. If funded, this grant will add a deputy district attorney and an office assistant to the team. In addition, this grant will provide INTERCEPT with access to CARES, a medically-based child

abuse assessment and intervention program. CARES will evaluate children that may have been abused and will provide mental health services where necessary.

As this grant is for funds for two new positions and outside expertise, this grant would not affect any current program offers. The grant period is two years and there is no local match.

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

The approved funds for this program are estimated at \$500,000 for two years. There are no match funds required from the County. Grant guidelines state that Indirect Costs are unallowable.

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

None anticipated.

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

INTERCEPT, which includes Multnomah, Clackamas and Washington counties, the U.S. Attorney's Office, the U.S. Marshals Service, U.S. Immigration and Customs Enforcement, and the Oregon Department of Justice will benefit from the resources funded with this grant.

This grant provides funds for the District Attorney's Office to provide one deputy district attorney to INTERCEPT.

ATTACHMENT A

Grant Application/Notice of Intent

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

- **Who is the granting agency?**

U.S. Department of Justice, Office of Community Oriented Policing Services

- **Specify grant (matching, reporting and other) requirements and goals.**

This grant does not require match funds.

The performance measure goals for this program include:

- Average community policing capacity implementation rating (0 to 100) of CSPP grantees.
- Average technological capacity implementation rating (0 to 100) of CSPP grantees.
- Successful hiring and/or purchase and implementation of all items and/or services listed in the application Project and Budget Narratives (i.e. two positions hired).

Awarded agencies are responsible for submitting annual programmatic Progress Reports and quarterly Financial Status Reports. Participation in the grant monitoring activities of the USDOJ is required.

- **Explain grant funding detail – is this a one time only or long term commitment?**

The project period for this program is 24 months.

- **What are the estimated filing timelines?**

The grant application is due Thursday, July 2, 2009.

- **If a grant, what period does the grant cover?**

Once written notification of the funding decision is received, the period of the grant is two years following the designated start date.

- **When the grant expires, what are funding plans?**

It is anticipated that partner agencies may be able to pool resources to continue funding this program.

- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**

These costs are not allowed in the grant request. If awarded, the County may need to fund these costs.

ATTACHMENT B

Required Signatures

**Elected Official or
Department/
Agency Director:**

/s/ Bob Skipper / L.A.

Date: 06/17/09

Budget Analyst:

[Handwritten Signature]

Date: 06/17/09



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 06/25/09
Agenda Item #: R-3
Est. Start Time: 9:40 AM
Date Submitted: 06/17/09

Agenda Title: **Approval of Multnomah County and the Deputy Sheriff's Association Agreement (Wage and Article Reopeners for 2008-2009 and 2009-2010)**

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

Requested Meeting Date: June 25, 2009 **Amount of Time Needed:** 10 minutes
Department: Dept. of County Management **Division:** Central HR/Labor Relations
Contact(s): Blaise M. Lamphier, Labor Relations Manager
Phone: 503 988-5135 **Ext.** 22168 **I/O Address:** 503/4
Presenter(s): Blaise Lamphier, Timothy Moore, Todd Shanks, Mark Herron

General Information

1. What action are you requesting from the Board?

Approval of wages and other modifications to and an extension through June 30, 2014 of the labor agreement between the County and the Deputy Sheriff's Association (DSA), covering the classifications of Deputy Sheriff, Sergeant, Civil Deputy and Civil Deputy Senior.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The current 2004-2010 collective bargaining agreement (CBA) between the County and DSA includes reopeners on wages and two articles each for 2008-2009, and for wages only for 2009-2010. The parties have been actively engaged in negotiations since October, 2008, and have come to agreement on both the wage reopener and other contract provisions for 2008-2009 and the wage reopener for 2009-2010. The agreement, which was ratified by the membership of DSA on June 1, 2009, is now subject to ratification by Board of County Commissioners.

The highlights of this agreement are as follows:

- Effective July 1, 2008: 3.8% COLA
- Effective July 1, 2009: 0%, (No increase, COLA Freeze)
- Effective July 1, 2010: Minimum of 2% maximum 5% COLA, equal to CPI-W for Portland, 2nd half

- Reopener for 2011-2012: Wages and one (1) article each
- Effective July 1, 2012, Minimum of 2%, maximum 5% COLA equal to CPI-W for Portland, 2nd half
- Effective July 1, 2013, Minimum of 2%, maximum 5% COLA equal to CPI-W for Portland, 2nd half
- 1.5% premium for successful completion of Oregon Physical Abilities Test
- Health and Welfare – current County plans and contribution rates
- Workers Compensation – limit on duration of supplemental pay more consistent with other contracts
- Grievance Procedure – adding a third step (labor relations manager) before arbitration, more consistent with other contracts
- OPSRP – correction of language to accurately reflect County’s contribution amount

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

FY 2009

The agreement calls for a 3.8% COLA for FY 2009. This is the same COLA as others in the County have received and is budgeted in the FY 2009 budget. This is estimated to have a \$303,000 impact to the General Fund and \$45,000 in other funds.

FY 2010

The agreement calls for a COLA freeze in FY 2010. Members will continue to receive their steps in accordance with the collective bargaining agreement. The COLA freeze is estimated to save the County \$212,000 in the General Fund and \$35,000 in other funds for a total savings of \$247,000 when viewed against a 2.8% COLA. The General Fund savings from the COLA freeze is included in the FY 2010 budget and was used to help restore the Special Investigations Unit.

If DSA members pass the Oregon Physical Abilities Test, they will receive a 1.5% premium. If all members qualify, this is estimated to have a \$113,000 impact to the General Fund and \$19,000 to other funds for a total impact of about \$132,000. This has not been budgeted in the FY 2010 budget. A budget modification may be needed in FY 2010 to fund this.

Overtime costs will be impacted by these as well.

Future wage costs will change based on CPI with a floor of 2% and a ceiling of 5%. Wage related costs will also be impacted.

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

n/a

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

n/a

Required Signature

Elected Official or
Department/
Agency Director:

Carol M. Ford

Date: 06/17/09



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (revised 09/22/08)

Board Clerk Use Only

Meeting Date: 06/25/09
Agenda Item #: R-4
Est. Start Time: 9:45 AM
Date Submitted: 06/11/09

Agenda Title: **RESOLUTION Approving an Amendment for Lease R-47 between Multnomah County, as Landlord, and the Title Information Services, Inc., as Tenant, for Space in the Gladys McCoy Building, 408 SW Fifth Avenue, Portland, Oregon**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date: June 25, 2009 **Amount of Time Needed:** 5 minutes
Department: County Management **Division:** Facilities and Property Management
Contact(s): Mike Sublett
Phone: (503) 988-4149 **Ext.** 84149 **I/O Address:** FPM / 274
Presenter(s): Mike Sublett, Facilities and Property Management Division

General Information

1. What action are you requesting from the Board?

Approval of a lease amendment for Lease R-47 between Multnomah County and the Title Information Services, Inc. for space in the Gladys McCoy Building, 408 SW Fifth Avenue, Portland, Oregon

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

Title Information Services Inc. ("Tenant") has leased and occupied approximately 6,717 square feet of surplus space in the Gladys McCoy Building since November 2002, per approval under Multnomah County Board of Commissioners Agenda dated June 6, 2002. The leased space is for the operation of a graphics design and printing firm which provided a retail presence in a County-owned space that had been vacant for approximately ten years. Under a Good neighbor Partnership Agreement between Multnomah County and the Association for Portland Progress (currently Portland Business Alliance), the County agreed to "aggressively pursue" a retail or commercial tenant for this long vacant space. This lease and tenancy were in response to this good neighbor agreement.

Tenant's business operations, like most Downtown, were challenged commencing in 2007 due to the construction of the Downtown Transit Mall. As a consequence of business challenges, Tenant offered to reduce their premises and paid reduced rent commensurate with a reduced occupancy during the construction affected period. Economic conditions in 2008 and 2009 indicate a permanent reduction in premises and commensurate reduction in rent is the desire of both Multnomah County and Tenant for the balance of the lease term, ending November 30, 2012. This is a common situation in Downtown retail leases over the last few years. (For example, the City of Portland recently wrote off over \$186,000 in retail rent due to undue hardship from the Downtown development environment. The headline of a story on the difficult situation in the June 6, 2009 edition of The Oregonian: Portland-area retailers try to retool leases.") Uncertainty over the future of the building discouraged an earlier amendment. However, because Board approval earlier this year of Budget Modification DCM-08, the appropriation of \$2,635,000 of General Fund Contingency for DCM Facilities to conduct urgent building repairs on the Gladys McCoy Building and others provided a more certain time horizon and planning period for the facility, supporting an amended lease commitment.

The attached First Amendment to Lease has been negotiated with the Tenant to reduce their premises to approximately 3,293 square feet and a commensurate reduction in rent to \$3,890 per month. The amendment also eliminates the Tenant's options after 2012. Due to the Transit Mall construction, economic conditions, good neighbor obligations, and a more certain building future, it is in the best interest to amend the lease.

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

Due to the lack of a formalized lease amendment, the full premises rent amounts have been booked into SAP. In FY 2009, there will be a write-off of the improperly booked amounts. In FY 2010, the space given back by the Tenant will be offered for internal use first and then for a possible commercial tenant to produce revenue. Analysis on the full separation of the space is currently underway.

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

None

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

None

Required Signature

**Elected Official or
Department/
Agency Director:**

Carol M. Ford

Date: 06/11/09

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Approving an Amendment for Lease R-47 between Multnomah County, as Landlord, and the Title Information Services, Inc., as Tenant, for Space in the Gladys McCoy Building, 408 SW Fifth Avenue, Portland, Oregon

The Multnomah County Board of Commissioners Finds:

- a. Title Information Services Inc. ("Tenant") has leased and occupied approximately 6,717 square feet of surplus space in the Gladys McCoy Building since November 2002, per approval under Multnomah County Board of Commissioners Agenda dated June 6, 2002. The leased space is for the operation of a graphics design and printing firm which provided a retail presence in a County-owned space that had been vacant for approximately ten years.
- b. Tenant's business operations were challenged commencing in 2007 reportedly due in part to the construction of the Downtown Transit Mall. As a consequence of business challenges, Tenant offered to reduce their premises and paid reduced rent commensurate with a reduced occupancy during the construction affected period.
- c. Economic conditions in 2008 and 2009 indicate a permanent reduction in premises and commensurate reduction in rent is the desire of both Multnomah County and Tenant for the balance of the lease term, ending November 30, 2012. The attached First Amendment to Lease has been negotiated with the Tenant with a reduced premises of approximately 3,293 square feet and a commensurate reduction in rent.
- d. It is in the best interest of the County to amend Lease R-47 on the terms and conditions set forth in the attached First Amendment to Lease.

The Multnomah County Board of Commissioners Resolves:

1. The County Chair is authorized to execute a lease document substantially in conformance with the attached First Amendment to Lease.
2. The County Chair is authorized to execute amendments to the lease without further Board action.

ADOPTED this 25th day of June, 2009.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Matthew O. Ryan, Assistant County Attorney

SUBMITTED BY:
Carol M. Ford, Director, Dept of County Management

FIRST AMENDMENT TO LEASE (SUBSTITUTE)

July 1, 2009

BETWEEN: MULTNOMAH COUNTY
401 N. Dixon Street
Portland, OR 97227

LANDLORD

AND: TITLE INFORMATION SERVICES, INC.
408 SW Fifth Avenue
Portland, OR 97204

TENANT

By a Lease commencing May 16, 2002, Tenant leased from Landlord certain space in the facility known as the Gladys McCoy Building, located at 408 SW Fifth Street, Portland, Oregon 97204.

The parties agree to amend the Lease as follows:

A. Amended Terms and Conditions:

1. The Premises description in the lease introduction clause shall be amended by the deletion of "6,717 square feet" which shall be replaced with: "3,293 square feet".
2. **Section 2** entitled "**Rent**" is amended by the deletion of Sub-Sections 2 (a) and 2 (b) in their entirety and which are replaced with the following:
 - a. **2 (a) Base Rent.** The minimum monthly rent during the term ("Base Rent") shall be as follows: January 1, 2007 to February 28, 2009 Base Rent shall be Five Thousand, Five Hundred Dollars (\$5,500.00) and from March 1, 2009 to November 30, 2012 Base Rent shall be Three Thousand Eight Hundred Ninety Dollars (\$3,890). Base Rent shall be paid in advance on or before the first day of each calendar month during the Term, ending November 30, 2012. Rent shall not be due for March 1, 2007, through June 30, 2007.
 - b. **2 (b) Additional Rent.** Tenant owes Landlord deferred Base Rent of \$38,500 as of June 1, 2009; this amount of deferred Base Rent shall be for purposes of this Lease Amendment be identified as "Additional Rent". Tenant shall pay to Landlord a minimum of Four Thousand Dollars (\$4,000) per calendar quarter commencing July 1, 2009, until the balance of Additional Rent is completely paid.

Comment: This technical addition accounts for rent relief already accounted for through an earlier credit memo.

3. Section 35 entitled "Option to Renew Rider" is deleted in its entirety.
4. The original Exhibit A (the "Premises") is deleted and replaced with the attached amended Exhibit A.

B. Remainder of Agreement

Except as expressly amended herein, all other terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates set opposite their signatures below, but this Agreement on behalf of such party shall be deemed to have been dated as of the date first above written.

For Landlord:

MULTNOMAH COUNTY, OREGON

Date: _____

By: _____
Ted Wheeler, Chair

For Tenant:

TITLE INFORMATION SERVICES, INC.

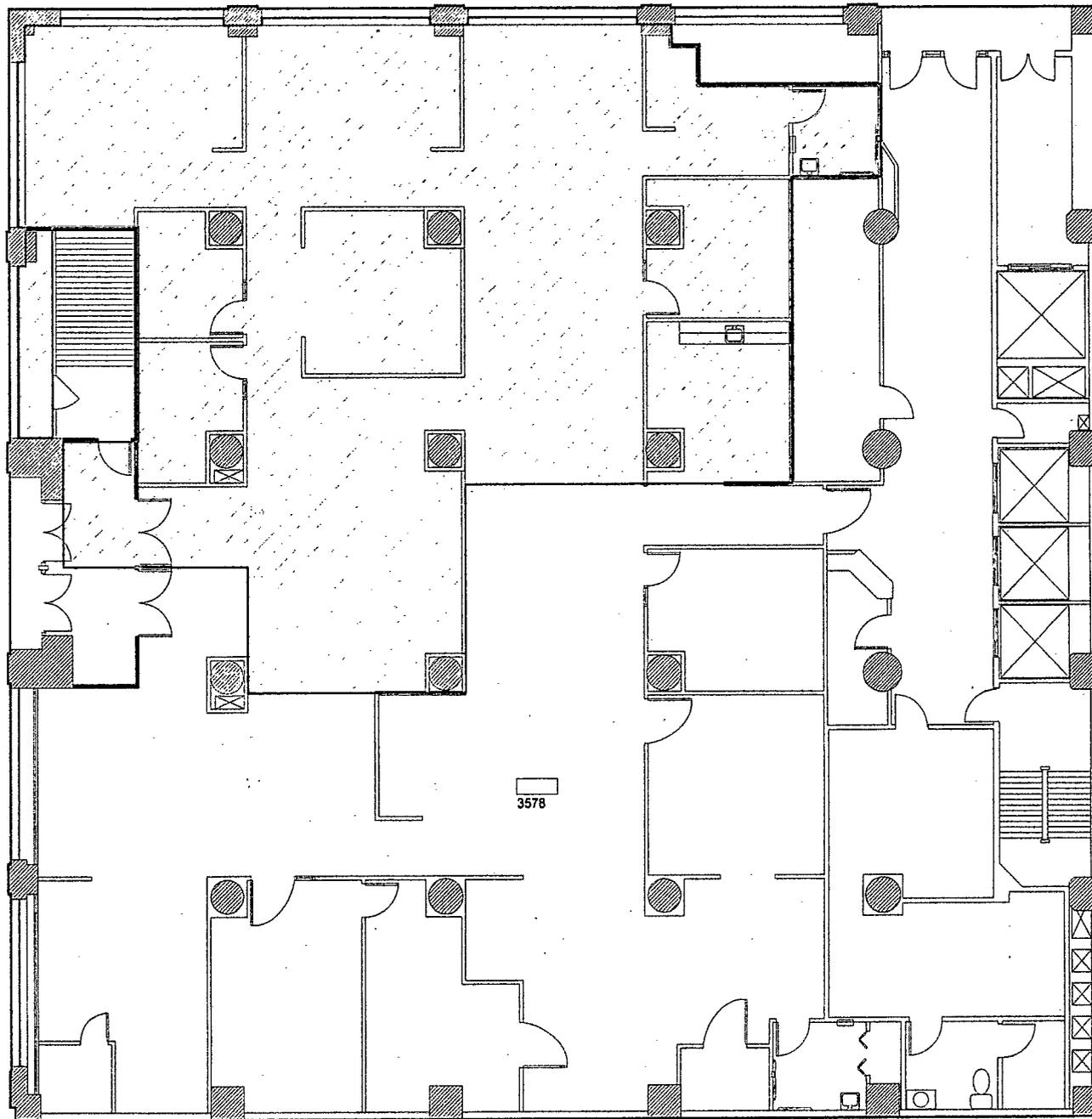
Date: _____

By: _____

Date: _____

Reviewed By: _____
Matthew O. Ryan, Asst. County Attorney

Gladys McCoy Building - 160 - First Floor



□ = Premises

EXHIBIT A
Date: June 9, 2009



BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 09-088

Approving an Amendment for Lease R-47 between Multnomah County, as Landlord, and the Title Information Services, Inc., as Tenant, for Space in the Gladys McCoy Building, 408 SW Fifth Avenue, Portland, Oregon

The Multnomah County Board of Commissioners Finds:

- a. Title Information Services Inc. ("Tenant") has leased and occupied approximately 6,717 square feet of surplus space in the Gladys McCoy Building since November 2002, per approval under Multnomah County Board of Commissioners Agenda dated June 6, 2002. The leased space is for the operation of a graphics design and printing firm which provided a retail presence in a County-owned space that had been vacant for approximately ten years.
- b. Tenant's business operations were challenged commencing in 2007 reportedly due in part to the construction of the Downtown Transit Mall. As a consequence of business challenges, Tenant offered to reduce their premises and paid reduced rent commensurate with a reduced occupancy during the construction affected period.
- c. Economic conditions in 2008 and 2009 indicate a permanent reduction in premises and commensurate reduction in rent is the desire of both Multnomah County and Tenant for the balance of the lease term, ending November 30, 2012. The attached First Amendment to Lease has been negotiated with the Tenant with a reduced premises of approximately 3,293 square feet and a commensurate reduction in rent.
- d. It is in the best interest of the County to amend Lease R-47 on the terms and conditions set forth in the attached First Amendment to Lease.

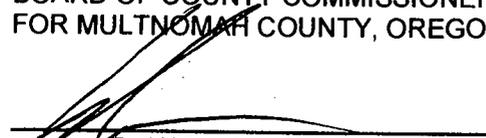
The Multnomah County Board of Commissioners Resolves:

1. The County Chair is authorized to execute a lease document substantially in conformance with the attached First Amendment to Lease.
2. The County Chair is authorized to execute amendments to the lease without further Board action.

ADOPTED this 25th day of June, 2009.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Attorney

SUBMITTED BY:
Carol M. Ford, Director, Dept of County Management

3. Section 35 entitled "Option to Renew Rider" is deleted in its entirety.
4. The original Exhibit A (the "Premises") is deleted and replaced with the attached amended Exhibit A.

B. Remainder of Agreement

Except as expressly amended herein, all other terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates set opposite their signatures below, but this Agreement on behalf of such party shall be deemed to have been dated as of the date first above written.

For Landlord:

MULTNOMAH COUNTY, OREGON

Date: _____

By: _____
Ted Wheeler, Chair

For Tenant:

TITLE INFORMATION SERVICES, INC.

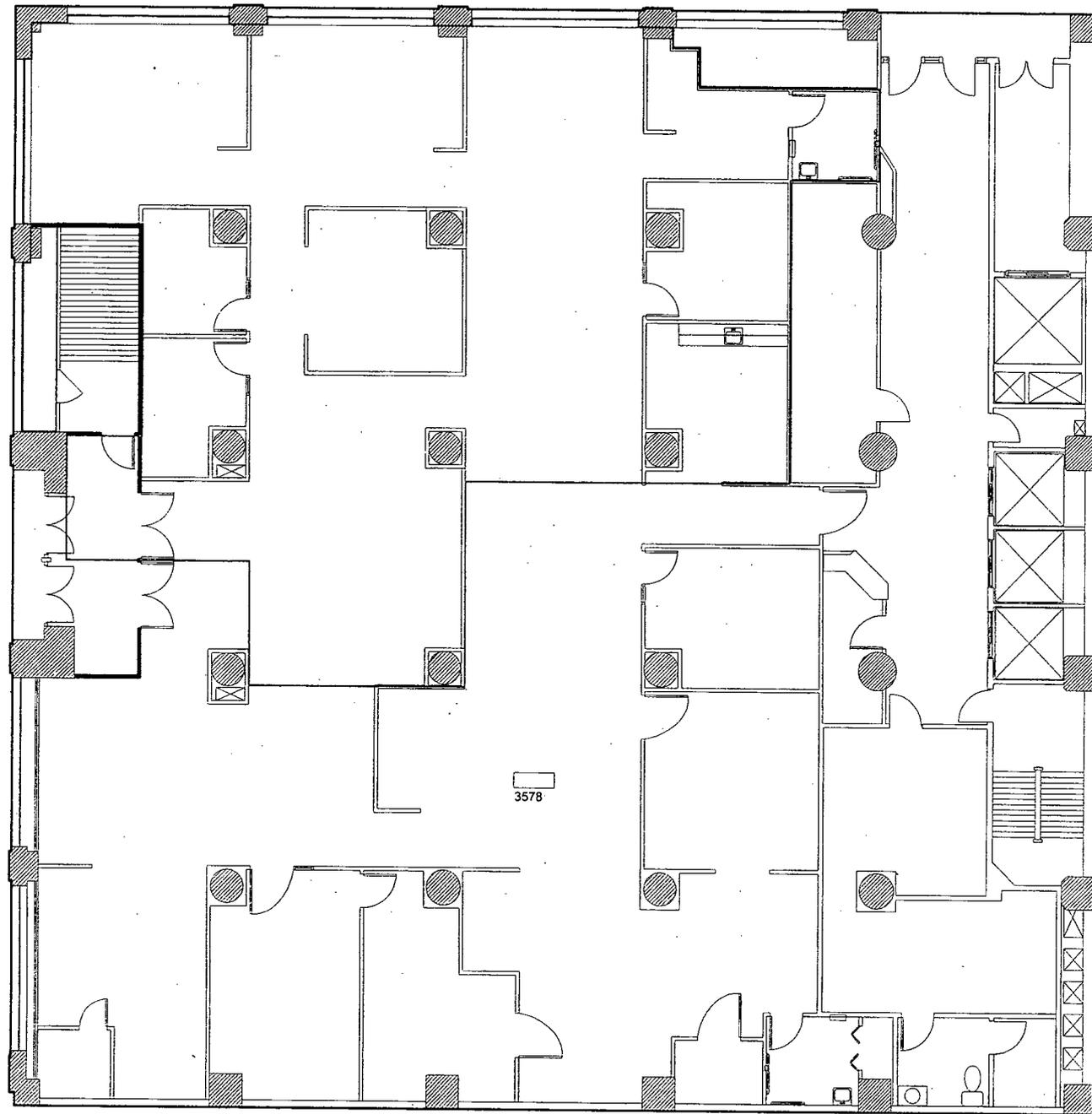
Date: _____

By: _____

Date: _____

Reviewed By: _____
Matthew O. Ryan, Asst. County Attorney

Gladys McCoy Building - 160 - First Floor



□ = Premises

EXHIBIT A

Date: June 9, 2009



FIRST AMENDMENT TO LEASE

July 1, 2009

BETWEEN: MULTNOMAH COUNTY
401 N. Dixon Street
Portland, OR 97227

LANDLORD

AND: TITLE INFORMATION SERVICES, INC.
408 SW Fifth Avenue
Portland, OR 97204

TENANT

By a Lease commencing May 16, 2002, Tenant leased from Landlord certain space in the facility known as the Gladys McCoy Building, located at 408 SW Fifth Street, Portland, Oregon 97204.

The parties agree to amend the Lease as follows:

A. Amended Terms and Conditions:

1. The Premises description in the lease introduction clause shall be amended by the deletion of "6,717 square feet" which shall be replaced with: "3,293 square feet".
2. Section 2 entitled "Rent" is amended by the deletion of Sub-Sections 2 (a) and 2 (b) in their entirety and which are replaced with the following:
 - a. **2 (a) Base Rent.** The minimum monthly rent during the term ("Base Rent") shall be as follows: January 1, 2007 to February 28, 2009 Base Rent shall be Five Thousand, Five Hundred Dollars (\$5,500.00) and from March 1, 2009 to November 30, 2012 Base Rent shall be Three Thousand Eight Hundred Ninety Dollars (\$3,890). Base Rent shall be paid in advance on or before the first day of each calendar month during the Term, ending November 30, 2012. Rent shall not be due for March 1, 2007, through June 30, 2007.
 - b. **2 (b) Additional Rent.** Tenant owes Landlord deferred Base Rent of \$38,500 as of June 1, 2009; this amount of deferred Base Rent shall be for purposes of this Lease Amendment be identified as "Additional Rent". Tenant shall pay to Landlord a minimum of Four Thousand Dollars (\$4,000) per calendar quarter commencing July 1, 2009, until the balance of Additional Rent is completely paid.

3. Section 35 entitled "Option to Renew Rider" is deleted in its entirety.
4. The original Exhibit A (the "Premises") is deleted and replaced with the attached amended Exhibit A.

B. Remainder of Agreement

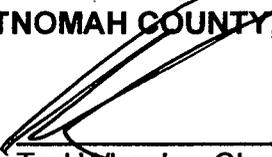
Except as expressly amended herein, all other terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates set opposite their signatures below, but this Agreement on behalf of such party shall be deemed to have been dated as of the date first above written.

For Landlord:

MULTNOMAH COUNTY, OREGON

Date: 6/25/09

By: 
Ted Wheeler, Chair

For Tenant:

TITLE INFORMATION SERVICES, INC.

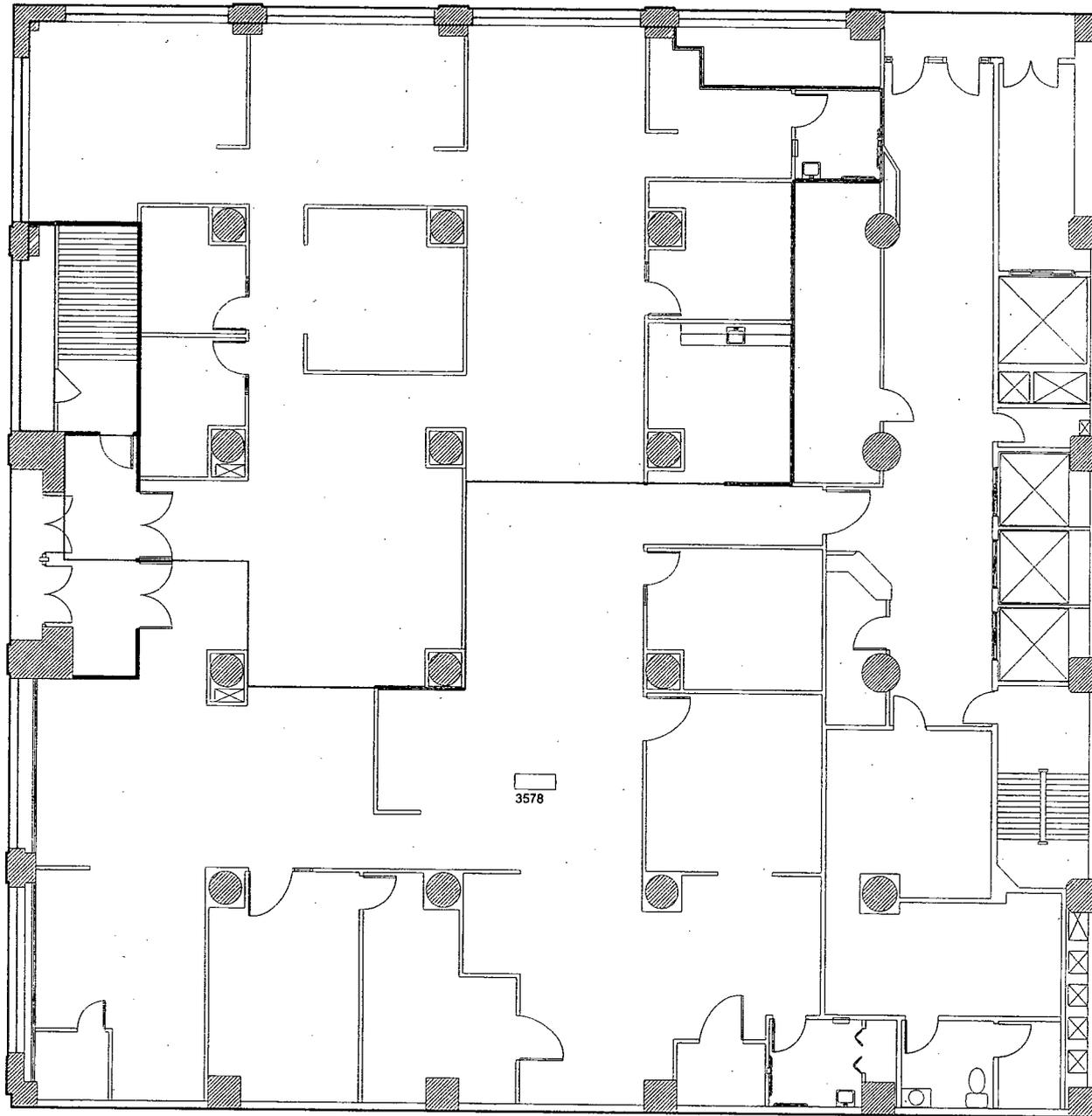
Date: _____

By: _____

Date: June 25, 2009

Reviewed By: 
Matthew O. Ryan, Asst. County Attorney

Gladys McCoy Building - 160 - First Floor



□ = Premises

EXHIBIT A
Date: June 9, 2009





MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (revised 09/22/08)

Board Clerk Use Only

Meeting Date: 06/25/09
Agenda Item #: R-5
Est. Start Time: 9:55 AM
Date Submitted: 06/11/09

RESOLUTION Approving Donation and Transfer of County Property to OREGON SUSTAINABLE AGRICULTURAL LAND TRUST, a Nonprofit Corporation, for Open Space, Park or Natural Areas for Perpetual Public Use, and Directing the Chair to Execute a Deed and Performance Agreement

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date:	<u>June 25, 2009</u>	Amount of Time Needed:	<u>5 mins</u>
Department:	<u>Community Services</u>	Division:	<u>Tax Title</u>
Contact(s):	<u>Gary Thomas</u>		
Phone:	<u>503-988-3590</u>	Ext.	<u>22591</u>
Presenter(s):	<u>Gary Thomas</u>	I/O Address:	<u>503/1/Tax Title</u>

General Information

1. What action are you requesting from the Board?

The Tax Title Section is requesting the Board to approve the transfer of a tax foreclosed property to the non profit OREGON SUSTAINABLE AGRICULTURE LAND TRUST (OSALT), for open space a perpetual public use.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The following property, two vacant lots, came into county ownership through the foreclosure of delinquent tax liens. One came into county ownership on April 17, 1984 and the other on November 3, 1989. Each lot is more or less 25' x 100' in size and contain approximately 2,500 square feet each. In 1999, the lots were transferred to Portland Community Design for development as low-income housing. In December 2000, Portland Community Design was dissolved and the lots were not developed.

In May 2003, the lots were transferred to Our Garden Inc. for use as a kitchen/classroom area and an

extension of the adjacent plot they were actively gardening at the corner of NE Failing & Garfield. In August 2006, the main gardening plot for Our Garden Inc. sold. Health issues entered the picture and the subject lots were never developed by Our Garden Inc. as a community garden.

Late last year Oregon Sustainable Agriculture Land Trust (OSALT) and Will Newman came forward and said they would be willing to lots develop the subject lots into a community garden and teaching facility. Jeanne Walker of Our Garden Inc. endorsed the proposal and said she would be willing to deed the two lots back to the county so the county could transfer them to OSALT. Since the two lots were not being used for their intended purpose, Our Garden Inc. deeded them back to the county in April 2009.

We propose to transfer the two subject lots to Oregon Sustainable Agriculture Land Trust for use as a community garden. The attached Exhibit A is the Action Plan developed by OSALT for the proposed use of the site.

The attached Exhibit B, a plat map, shows the location of the lots. Exhibit C, an aerial photo shows the subject lots and the surrounding properties. Exhibit D includes two photos of the lots.

This action affects our Vibrant Communities Program Offer by transferring a tax-foreclosed property to a non profit, OSALT to be used as a Community Garden.

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

The Transfer of the property to OSALT will allow for a use of the land that will benefit the surrounding community as well as generate interest in sustainable practices.

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

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

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

The transfer of the property to OSALT will allow for a working and productive community garden that will involve and serve the immediate King neighborhood surrounding the Our Garden Site.

Required Signature

**Elected Official or
Department/
Agency Director:**



Date: 06/11/09

EXHIBIT A

"Our Garden" Action Plan

Purpose Statement: The Oregon Sustainable Agriculture Land Trust (OSALT) intends that the certain real property located in Multnomah County, more particularly described as follows:

S ½ OF LOT 11 BLOCK 3, ALBINA HOMESTEAD

N ½ OF LOT 11 BLOCK 3, ALBINA HOMESTEAD

Commonly referred to and known as "Our Garden" after the work of Reverend Jeanne Walker, continue to be developed as a community garden for the benefit of the surrounding neighborhood. The above described property will be referred to as "Our Garden Site" Or "OGS" in this Exhibit.

1. Goal for the Site.

To establish a working and productive community garden that will involve and serve the immediate King neighborhood surrounding the Our Garden Site.

2. Initial Phase: First 3 months after possession.

- a. OSALT shall conduct or cause to conduct sufficient soil tests and analysis of OGS to ascertain whether the toxins typically found on older home sites are present.
- b. If results of these tests indicate contamination problems exist on OGS to the extent that organic or sustainable growing practices cannot be implemented, these contamination problems will be remediated before food crops are grown.

3. Neighborhood Participation and Site Management.

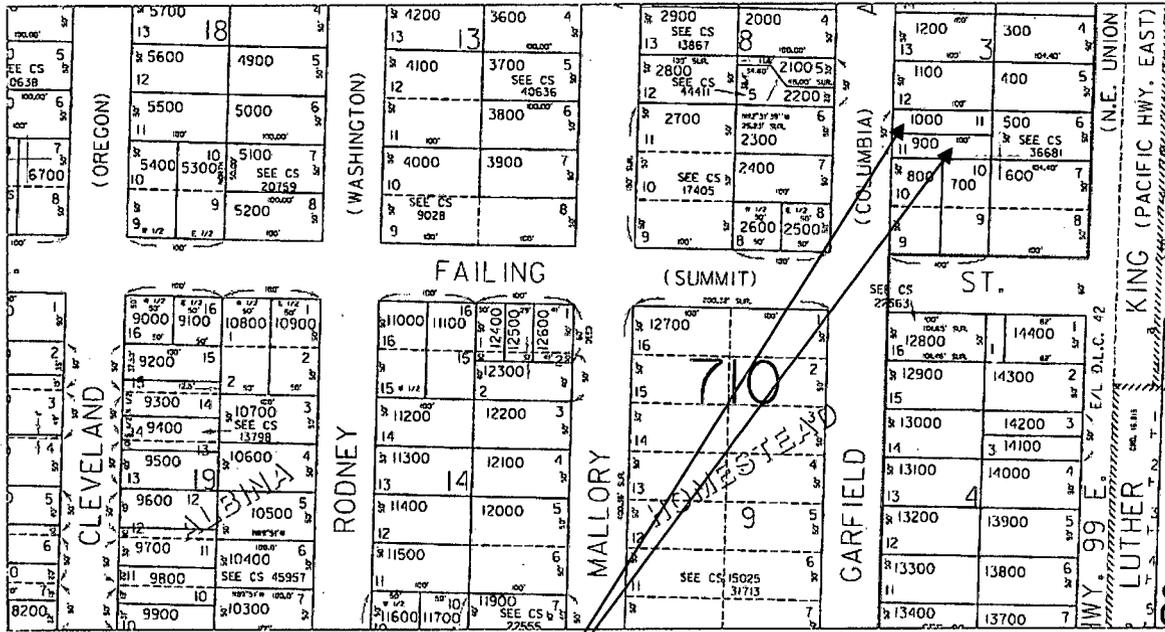
- a. At such time that OSALT's activities are completed under Section 2; the OGS site will be a public garden available for use by the residents of the King neighborhood, and will be managed by those participating in the growing on the site.
- b. OSALT will pursue the commitment of at least two local businesses to contribute to and support an active composting program for local yard debris for use on the site.
- c. The goal is to have OGS maintained and managed by volunteers from the neighborhood, currently led by Jessica Larson, who lives next door to the property, but OSALT shall retain responsibility for the maintenance and management of the site if the volunteers do not adequately perform these tasks.
- d. OSALT shall be responsible for and shall guide and oversee all volunteers, workers, contractors or any other parties at the OGS and the activities conducted thereon.
- e. OSALT will ensure the OGS is not designated or found to be a nuisance or otherwise in violation of any applicable laws, land use or regulatory codes of the City of Portland or other regulatory authority with jurisdiction over the site.
- f. OSALT will ensure the existing heritage cherry tree present at the OGS will be protected.

4. Alternative Long Term Plan.

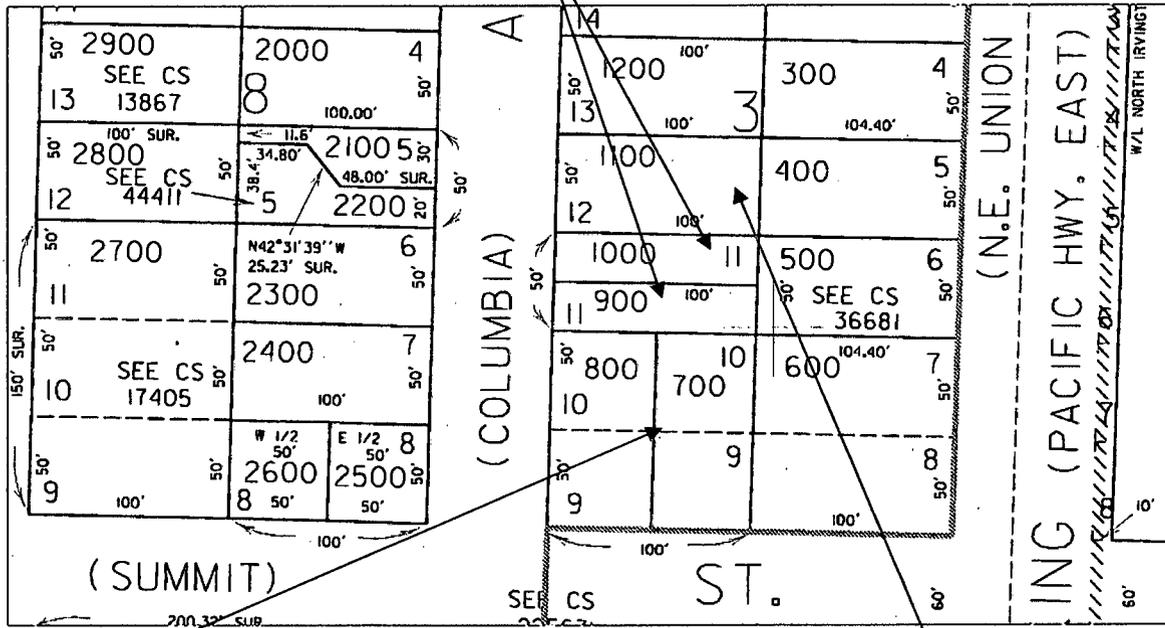
- a. In the event that the garden can no longer be managed as a community growing space by neighbors, OSALT will continue a productive agricultural use of benefit to the community.
- b. Regardless of the ultimate use of OGS, OSALT shall comply with the provisions and requirements of Section 3, Sub-sections 3.c -3.f at all times.

EXHIBIT B

R102924 and R102925



Subject lots



Site formerly used by Our Garden Inc

3938 NE Garfield

EXHIBIT C

R102924 & R102925



The two subject lots

The former Our Garden plot presently in ownership of Division Street Development Group LLC

EXHIBIT D



EXHIBIT E

PROPOSED PROPERTIES TO BE TRANSFERRED

LEGAL DESCRIPTION:

S ½ OF LOT 11 BLOCK 3, ALBINA HOMESTEAD

N ½ OF LOT 11 BLOCK 3, ALBINA HOMESTEAD

ADJACENT PROPERTY ADDRESS: 3938 NE Garfield
TAX ACCOUNT NUMBERS: R102924 & R102925
GREENSPACE DESIGNATION: Open Space
SIZE OF PARCEL: Approximately 5,000 square feet
ASSESSED VALUE: \$1,200

ITEMIZED EXPENSES FOR PROPOSED TRANSFER

BACK TAXES & INTEREST:	\$4,303.14
TAX TITLE MAINTENANCE COST & EXPENSES:	\$5,374.89
RECORDING FEE:	\$26.00
SUB-TOTAL	\$9,704.03
MINIMUM PRICE	\$-0-

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Approving Donation and Transfer of County Property to OREGON SUSTAINABLE AGRICULTURAL LAND TRUST, a Nonprofit Corporation, for Open Space, Park or Natural Areas for Perpetual Public Use, and Directing the Chair to Execute a Deed and Performance Agreement

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County originally acquired the following real property located in the City of Portland, Multnomah County, Oregon:

S ½ OF LOT 11 BLOCK 3, ALBINA HOMESTEAD
N ½ OF LOT 11 BLOCK 3, ALBINA HOMESTEAD

through foreclosure of delinquent tax liens in 1984 and 1989 (the Property).

- b. In 1995, the County received a request to transfer the Property, but the request was later withdrawn because of title issues. On December 9, 1999, the Property was transferred to Portland Community Design for development as low-income housing.
- c. In February 2003, Portland Community Design dissolved as a corporation and the Property was deeded back to the County.
- d. On May 1, 2003, by Resolution 03-059, the Board donated the Property to Our Garden, Inc., a nonprofit corporation, for the creation of open space, parks or natural areas for perpetual public use.
- e. By 2009, however, Our Garden, Inc. was not able to continue the proposed use; and by operation of the reversionary clause in the original transfer deed, the title reverts to the County. In addition, Our Garden Inc. conveyed the Property to the County by a deed recorded on April 8, 2009, at Entry No.2009-046816 in the Multnomah County Deed Records.
- f. Under MCC § 7.356, County real property not needed for any public use by the County may be disposed of by sale, lease, donation or exchange as authorized by state law. The Property is not needed for any public use by the County.
- g. MCC § 27.406 does not apply to this proposed transaction as it is directed to real property when it is first acquired by the County through tax foreclosure and subsequently made available for the initial donation or sale. The Property as noted above has been conveyed and re-conveyed twice after initially being acquired through tax foreclosure over 20 years ago

- h. ORS 271.330 (3) allows for transfer of real property to a nonprofit corporation for the creation of open space, parks or natural areas for perpetual public use. The County received a request from OREGON SUSTAINABLE AGRICULTURAL LAND TRUST, a nonprofit corporation, for such a transfer of the Property.
- i. The Department of Community Services, Tax Title Division, recommends approval of the transfer in its report dated June 25, 2009, attached and identified as the "Agenda Placement Request" for this Resolution.
- j. Based on the report, it appears that the public interest will be served by donation and transfer of the Property to OREGON SUSTAINABLE AGRICULTURAL LAND TRUST, a nonprofit corporation, under ORS 271.330.

The Multnomah County Board of Commissioners Resolves:

1. The transfer of the Property without monetary consideration to OSALT is approved subject to the requirements of ORS 271.330(3) regarding the restriction on the use of the property and that title shall revert back to the County if the property is not used in conformance with the restriction.
2. The Chair is directed to execute the deed for the Property substantially in conformance with the form of the deed attached as Exhibit A.
3. The Chair is directed to execute the Performance Agreement substantially in conformance with form of said Agreement attached as Exhibit B.

ADOPTED this 25th day of June 2009.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Matthew O. Ryan, Assistant County Attorney

SUBMITTED BY:
M. Cecilia Johnson, Director, Dept. of Community Services

EXHIBIT A

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

OSALT
PO BOX 1106
CANBY OR 97013

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

Deed D092189 For R102924 And R102925

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, **Grantor**, conveys to OREGON SUSTAINABLE AGRICULTURAL LAND TRUST, **Grantee**, the following real property located in the City of Portland, Multnomah County, Oregon:

S 1/2 OF LOT 11, BLOCK 3, ALBINA HOMESTEAD
N 1/2 OF LOT 11, BLOCK 3, ALBINA HOMESTEAD

Provided that said property shall only be used and continue to be used by the Grantee for the creation of open space, parks or natural areas for perpetual public use, and should the property cease to be used in conformance with this restriction by the Grantee, the interests of the Grantee shall automatically terminate and title shall revert to the Grantor.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

This transfer is without monetary consideration.

IN WITNESS WHEREOF, The Multnomah County Board of Commissioners by authority of a Resolution of the Board, entered of record: has caused this deed to be executed by the chair of the County Board.

Dated this 25th day of June 2009.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

REVIEWED:
AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

ACCEPTED:
OREGON SUSTAINABLE AGRICULTURAL LAND TRUST

By _____
Matthew O. Ryan, Assistant County Attorney

By _____
Will Newman

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this 25th day of June 2009, by Ted Wheeler, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 06/27/2013

EXHIBIT B

OSALT PERFORMANCE AGREEMENT

DATE: June 25, 2009

TRANSFEROR: MULTNOMAH COUNTY, OREGON
501 SE Hawthorne Blvd
Portland, Oregon 97214

TRANSFeree: OREGON SUSTAINABLE AGRICULTURAL LAND TRUST
P.O. BOX 1106
Canby, Oregon, 97013-1106

Recitals

- A. As allowed under ORS 271.330 and Multnomah County Code Sections 27.401-27.406, Transferor has the authority to transfer ownership in real property to qualified and eligible entities for open space use including agricultural uses.
- B. The Transferee is an Oregon non-profit corporation which is acquiring from the Transferor certain tax-foreclosed property located in the City of Portland, Multnomah County and more particularly described as follows:
- S ½ OF LOT 11 BLOCK 3, ALBINA HOMESTEAD
- N ½ OF LOT 11 BLOCK 3, ALBINA HOMESTEAD
- (Hereinafter "the Property"). The Transferee applied for and was awarded the right to acquire the Property from the Transferor under the above cited statute and code.
- C. The purpose of this Performance Agreement ("the Agreement") is to establish the terms and conditions of the transfer.
- D. As of June 25th, 2009 Transferor has executed a deed to Transferee for the Property.

Agreement

THIS AGREEMENT is made and entered into between Transferee and Transferor upon the following terms and conditions.

1. Recitals. The above Recitals are contractual and incorporated into this Agreement by this reference.
2. Agreement to Transfer. Transferor hereby agrees to convey to Transferee, and Transferee agrees to acquire from Transferor, the Property, commonly known as the former 3924 & 3930 NE Garfield Street, Portland, Oregon. (Tax ID Numbers R102924 & R102925).
3. Consideration and Closing. The consideration for this transfer of the Property is Transferee's agreement to comply with the terms and conditions of this Agreement. At Closing the Transferee and Transferor shall execute this Agreement and the deed as further explained in Section 4.

4. Title. Transferor shall execute a deed to Transferee for the property which shall contain a provision regarding the right of reversion for the benefit of the Transferor in compliance with ORS 271.330(3) and MCC 27.406(E).
5. As-Is Transfer; Indemnification. Transferee is acquiring the Property in "AS-IS" condition, subject to the following:
 - a. Transferor disclaims the making of any representations or warranties, express or implied, regarding the Property or matters affecting the Property, including, without limitation, the physical condition of the Property, title to or boundaries of the Property, pest control matters, soil condition, hazardous waste, toxic substances or other environmental matters, compliance with building, health, safety, land use and zoning laws, regulations and orders, structural and other engineering characteristics, traffic patterns, and all other information pertaining to the Property.
 - b. Transferee acknowledges that Transferee is (i) a sophisticated investor, knowledgeable and experienced in the financial and business risks attendant to an investment in real property and capable of evaluating the merits and risks of entering into this Agreement and purchasing the Property; and that (ii) Transferee has entered into this Agreement with the intention of making and relying upon its own (or its 'experts') investigation of the physical, environmental, economic and legal condition of the Property, including, without limitation, the compliance of the Property with laws and governmental regulations; and (iii) that Transferee is not relying upon any representations and warranties made by Transferor or anyone acting or claiming to act on Transferor's behalf concerning the Property.
 - c. Transferee further acknowledges that it has not received from Transferor any accounting, tax, legal, architectural, engineering, property management or other advice with respect to this transaction and is relying upon the advice of its own accounting, tax, legal, architectural, engineering, property management and other advisors.
 - d. Upon transfer on the Closing Date, Transferee assumes the risk that adverse physical, environmental, economic, or other legal conditions may not have been revealed by its investigations. It is the express intent of the parties to transfer to Transferee, as between Transferor and Transferee, any liability that may now or in the future exist under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") 42 U.S.C. § 9601 *et seq.*, the Resource Conservation and Recovery Act of 1976 ("RCRA") 42 U.S.C. § 6901 *et seq.*, The Oregon Superfund Law, ORS 465.00, The Oregon Hazardous Waste Law, ORS 466, or other similar environmental laws, for known or unknown environmental conditions on, under or relating to the Property. Transferee hereby agrees to defend, indemnify and hold Transferor harmless from any such liability following the closing date.
 - e. Transferee further agrees to defend, indemnify and hold the Transferor harmless against any and all claims arising out of the Transferee's performance of, or failure to perform, its obligations under this Agreement. Transferor shall have no liability for any subsequently discovered defects, whether latent or patent.
6. Transferee's Representations and Warranties. In addition to any express agreements of Transferee contained herein, the following constitute representations and warranties of Transferee to Transferor:
 - a. The Transferee is (i) a duly organized non-profit corporation under the laws of the State of Oregon, (ii) qualified to transact business in the State of Oregon, (iii) has the power and

authority to own its properties and assets and to carry on its business as now being conducted, and (iv) has the full legal right, power, and authority to execute and deliver this Agreement.

- b. The execution and performance of this Agreement by the Transferee (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Transferee is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.
- c. The individuals executing this Agreement and the instruments referenced herein on behalf of Transferee have the legal power, right, and actual authority to bind Transferee to the terms and conditions hereof and thereof.
- d. This Agreement and all documents required hereby to be executed by Transferee are and shall be valid, legally binding obligations of, and enforceable against Transferee in accordance with their terms except as the same may be limited by bankruptcy, insolvency, reorganization, or similar laws or general principals of equity affecting creditors' rights generally.
- e. There is no action, suit, or proceeding at law or in equity, or by or before any governmental instrumentality or other agency now pending, or to the knowledge of the Transferee, threatened against or affecting it, or any of its properties or rights, which if adversely determined, might materially adversely affect Transferee's ability to perform its obligations hereunder.
- f. Transferee is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended.

7. Conditions to Closing. Prior to Closing, the following conditions shall be satisfied by Transferee:

- a. Receipt by Transferor from Transferee of a binder for a policy of "all perils" hazard insurance with extended coverage from an insurance company acceptable to the Transferor, naming Transferor as an additional insured, together with public liability insurance with coverage in a minimum amount of \$1,000,000 and property damage and rent loss in amounts satisfactory to Transferor.
- b. Receipt by Transferor of a copy of the determination letter received by Transferee from the Internal Revenue Service, in full force and effect as of the date hereof, determining that such party is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code.
- c. Fees and Costs. Transferee shall be responsible for the payment of the premium of any Title Insurance Policy and for any of the transfer tax or documentary stamps required to record the deed. All other Closing expenses shall be paid by the Transferee. Transferee shall pay all costs associated with any loan, including recording and tax service fees. Transferee shall not be entitled to reimbursement from the Transferor for any cost or expense of Transferee in connection with the acquisition of the Property.
- d. General Proration. In general, all credit or debit items to be prorated shall be prorated as of the Closing.
- e. No Tax Proration. Transferee shall pay all general taxes, assessments, and special assessments on the Property which are due and payable prior to, on, or after the closing date.

- f. Sales, Use, Privilege Taxes. Notwithstanding any other provisions of this Agreement, Transferee shall be liable for and shall pay all sales, use, intangibles, privilege or similar or related taxes resulting from or assessed with respect to the Property or any of the transactions contemplated by this Agreement. Transferee hereby agrees to hold Transferor harmless from and agrees to indemnify and defend Transferor against any and all claims by anyone at any time regarding any such taxes or assessment.
 - g. Further Documents. The parties agree to execute all additional documents, papers and instruments and to take such further actions which are necessary or appropriate or reasonably required to complete this transaction.
8. Transferee's Obligation and Action Plan. Transferee will do the following:
- a. Comply with all of the covenants, terms and conditions set forth in this Agreement.
 - b. Implement and fully comply the provisions set forth in the "Action Plan" attached herein, identified as Exhibit 1.
9. Events of Default. The occurrence of any one or more of the following shall be an event of default under this Agreement:
- a. Transferee fails to perform or comply with any term, covenant or condition of this Agreement or the Declaration within 30 days after written notice from Transferor to Transferee to perform or satisfy the covenant or condition, or if the performance or compliance cannot be completed within such 30-day period through the exercise of reasonable diligence, the failure to commence the required performance or compliance with diligence to completion.
 - b. Transferee fails to comply with any requirement of any governmental authority having jurisdiction over the Property within 30 days after receipt of notice in writing of such requirement, or if such compliance cannot be completed within such 30-day period through the exercise of reasonable diligence, the failure to commence the required performance or compliance with diligence to completion.
 - c. Any representation or warranty herein or in any agreement executed pursuant hereto or in connection with this transaction shall prove to have been false or misleading in any material respect.
 - d. The occurrence of a default under any lien instrument secured by the Property or any agreement imposing restrictive covenants with respect to the Property which is not cured within any cure period provided in such lien instrument or agreement.
 - e. The filing by Transferee of a petition for relief under the Federal Bankruptcy Code, or any other applicable federal or state law or regulation, or the consent by it to the filing of any such petition or the consent to the appointment of a receiver, liquidator, assignee, trustee, or other similar official, of Transferee, or of any substantial part of its property, or the making by Transferee of an assignment for the benefit of creditors, or the admission by it in writing of its inability to pay its debts generally as they become due or the taking of corporate action by Transferee in furtherance of any such action.
 - f. The commencement of an action against Transferee seeking any bankruptcy, insolvency, reorganization, liquidation, dissolution or similar relief under any applicable federal or state law or regulation, which action is not dismissed within 60 days after commencement, or the

appointment without the consent or acquiescence of Transferee of any trustee, receiver or liquidator of Transferee, or of all or any substantial part of the properties of Transferee, which appointment is not vacated within 60 days after such appointment.

10. Remedies. If an event of default occurs, Transferor may, but shall not be required to, exercise any remedies authorized by law. Provided, if the default shall be the result of the Transferee's failure to use the property for the open space purposes as required herein, in addition to any other remedies available to Transferor, the Title to the property shall revert automatically to the Transferor.
11. Notices. Any notices required or permitted to be given by this Agreement shall be mailed via regular mail, forwarded via facsimile or shipped via "next day" courier service to the parties at the addresses first set forth above. Notice shall be deemed given: 1) three calendar days following mailing via certified mail, return receipt requested, or 2) one business day after deposit with courier for "next day" delivery, or 3) upon actual receipt of notice, whichever is earlier. The parties shall promptly give written notice to each other of any change of address, and mailing or shipment to the addresses stated herein shall be deemed sufficient unless written notification of a change of address has been received.
12. Delivery of Possession. Possession of the Property shall be delivered to Transferee at time of Closing.
13. Risk of Loss. Risk of loss from fire or other hazards shall remain with Transferor until the Closing.
14. Survival of Obligations. All covenants, warranties, representations, agreements, and indemnities contained in this Agreement shall be made as of the date of the execution hereof, unless otherwise specified herein. All representations and warranties made pursuant to the terms of this Agreement, and any cause of action resulting from the breach of such representations and warranties, whether at law or equity, shall survive the Closing of this transaction. All terms, covenants, and conditions to be performed or to exist after Closing shall survive the Closing and transfer of title to Transferee.
15. Actions Through Agents. Any action or exercise of rights or duties required or permitted to be taken or done by Transferor hereunder or under the Declaration relative hereto may be taken by an agent, officer, attorney, employee, or other person duly designated and authorized by Transferor in writing or otherwise under Transferor's customary policies and procedures to take such action in its behalf. This section shall not be construed to delegate authority to any such person or to entitle Transferee or any other person to rely upon any purported authority exercised by any person purporting to represent Transferor, but shall solely be interpreted as permitting Transferor to so delegate its actions, exercise of rights, and exercise of duties as provided above.
16. Severability. The use of headings and sections in this document is for convenience only and is not intended to create a severable contract.
17. Time is of the Essence. Time is of the essence in the performance of all terms and conditions herein set forth to be performed.
18. Governing Law. The performance and interpretation of this Agreement shall be governed by the laws of the State of Oregon from time-to-time in force.
19. Illegality. In the event any provision of this Agreement shall be deemed illegal or unenforceable, the remaining provisions shall nevertheless be carried into effect and the defective provision shall be deemed amended to comply with such rule, law, or statute rendering same illegal or unenforceable.

- 20. Waiver. The waiver by any party of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or another provision of this Agreement.
- 21. Successors and Assigns.
 - a. This Agreement shall benefit and burden each party's legal successors including any individual party's heirs, administrators, and personal representatives.
 - b. Notwithstanding the foregoing, Transferee may not assign any rights under this Agreement without the consent of Transferor, which consent may not be unreasonably denied.
- 22. Final Agreement. Transferor and Transferee agree that this Agreement states their entire agreement and declare that no promises, representations, or agreements other than those herein contained have been made or relied upon. Any changes or amendments hereto must be made in writing, signed by both parties.
- 23. The Transferor shall be entitled to make reasonable and periodic inspections of the Property for the purpose of determining compliance with the terms and conditions of this Agreement by the Transferee.

IN WITNESS WHEREOF, Transferee and Transferor have executed this Agreement as of the date first set forth above.

TRANSFEEE:
OREGON SUSTAINABLE AGRICULTURAL LAND TRUST

By: _____

Print Name: _____

Title: _____

STATE OF OREGON)
) ss
 County of _____)

On this ____ day of _____, 2009, before me personally appeared _____ the _____ of the OREGON SUSTAINABLE AGRICULTURAL LAND TRUST, an Oregon non-profit corporation; and acknowledged the foregoing instrument to be the voluntary act and deed of the corporation, executed by authority of its board of directors.

 Notary Public for Oregon
 My Commission expires:

TRANSFEROR:

**BOARD OF COMMISSIONERS
MULTNOMAH COUNTY, OREGON**

By: _____

Print Name: Ted Wheeler

Title: Multnomah County Chair

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Performance Agreement was acknowledged before me this 25th day of June 2009, by Ted Wheeler, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/2013

REVIEWED BY:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By: _____
Matthew O. Ryan, Assistant County Attorney

EXHIBIT 1

"Our Garden" Action Plan

Purpose Statement: The Oregon Sustainable Agriculture Land Trust (OSALT) intends that the certain real property located in the City of Portland, Multnomah County, Oregon; more particularly described as follows:

S ½ OF LOT 11 BLOCK 3, ALBINA HOMESTEAD
N ½ OF LOT 11 BLOCK 3, ALBINA HOMESTEAD

Commonly referred to and known as "Our Garden" after the work of Reverend Jeanne Walker, continue to be developed as a community garden for the benefit of the surrounding neighborhood. The above described property will be referred to as "Our Garden Site" Or "OGS" in this Exhibit.

1. Goal for the Site.

To establish a working and productive community garden that will involve and serve the immediate King neighborhood surrounding the Our Garden Site.

2. Initial Phase: First 3 months after possession.

- a. OSALT shall conduct or cause to conduct sufficient soil tests and analysis of OGS to ascertain whether the toxins typically found on older home sites are present.
- b. If results of these tests indicate contamination problems exist on OGS to the extent that organic or sustainable growing practices cannot be implemented, these contamination problems will be remediated before food crops are grown.

3. Neighborhood Participation and Site Management.

- a. At such time that OSALT's activities are completed under Section 2; the OGS will be a public garden available for use by the residents of the King neighborhood, and will be managed by those participating in the growing on the site.
- b. OSALT will pursue the commitment of at least two local businesses to contribute to and support an active composting program for local yard debris for use on the site.
- c. The goal is to have OGS maintained and managed by volunteers from the neighborhood, currently led by Jessica Larson, who lives next door to the property, but OSALT shall retain responsibility for the maintenance and management of the site if the volunteers do not adequately perform these tasks.
- d. OSALT shall be responsible for and shall guide and oversee all volunteers, workers, contractors or any other parties at the OGS and the activities conducted thereon.
- e. OSALT will ensure the OGS is not designated or found to be a nuisance or otherwise in violation of any applicable laws, land use or regulatory codes of the City of Portland or other regulatory authority with jurisdiction over the site.
- f. OSALT will ensure the existing heritage cherry tree present at the OGS will be protected.

4. Alternative Long Term Plan.

- a. In the event that the garden can no longer be managed as a community growing space by neighbors, OSALT will continue a productive agricultural use of benefit to the community.
- b. Regardless of the ultimate use of OGS, OSALT shall comply with the provisions and requirements of Section 3, Sub-sections 3.c -3.f at all times.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 09-089

Approving Donation and Transfer of County Property to OREGON SUSTAINABLE AGRICULTURAL LAND TRUST, a Nonprofit Corporation, for Open Space, Park or Natural Areas for Perpetual Public Use, and Directing the Chair to Execute a Deed and Performance Agreement

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County originally acquired the following real property located in the City of Portland, Multnomah County, Oregon:

S ½ OF LOT 11 BLOCK 3, ALBINA HOMESTEAD
N ½ OF LOT 11 BLOCK 3, ALBINA HOMESTEAD

- through foreclosure of delinquent tax liens in 1984 and 1989 (the Property).
- b. In 1995, the County received a request to transfer the Property, but the request was later withdrawn because of title issues. On December 9, 1999, the Property was transferred to Portland Community Design for development as low-income housing.
- c. In February 2003, Portland Community Design dissolved as a corporation and the Property was deeded back to the County.
- d. On May 1, 2003, by Resolution 03-059, the Board donated the Property to Our Garden, Inc., a nonprofit corporation, for the creation of open space, parks or natural areas for perpetual public use.
- e. By 2009, however, Our Garden, Inc. was not able to continue the proposed use; and by operation of the reversionary clause in the original transfer deed, the title reverts to the County. In addition, Our Garden Inc. conveyed the Property to the County by a deed recorded on April 8, 2009, at Entry No.2009-046816 in the Multnomah County Deed Records.
- f. Under MCC § 7.356, County real property not needed for any public use by the County may be disposed of by sale, lease, donation or exchange as authorized by state law. The Property is not needed for any public use by the County.
- g. MCC § 27.406 does not apply to this proposed transaction as it is directed to real property when it is first acquired by the County through tax foreclosure and subsequently made available for the initial donation or sale. The Property as noted above has been conveyed and re-conveyed twice after initially being acquired through tax foreclosure over 20 years ago

- h. ORS 271.330 (3) allows for transfer of real property to a nonprofit corporation for the creation of open space, parks or natural areas for perpetual public use. The County received a request from OREGON SUSTAINABLE AGRICULTURAL LAND TRUST, a nonprofit corporation, for such a transfer of the Property.
- i. The Department of Community Services, Tax Title Division, recommends approval of the transfer in its report dated June 25, 2009, attached and identified as the "Agenda Placement Request" for this Resolution.
- j. Based on the report, it appears that the public interest will be served by donation and transfer of the Property to OREGON SUSTAINABLE AGRICULTURAL LAND TRUST, a nonprofit corporation, under ORS 271.330.

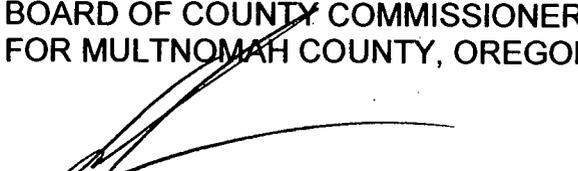
The Multnomah County Board of Commissioners Resolves:

1. The transfer of the Property without monetary consideration to OSALT is approved subject to the requirements of ORS 271.330(3) regarding the restriction on the use of the property and that title shall revert back to the County if the property is not used in conformance with the restriction.
2. The Chair is directed to execute the deed for the Property substantially in conformance with the form of the deed attached as Exhibit A.
3. The Chair is directed to execute the Performance Agreement substantially in conformance with form of said Agreement attached as Exhibit B.

ADOPTED this 25th day of June 2009.



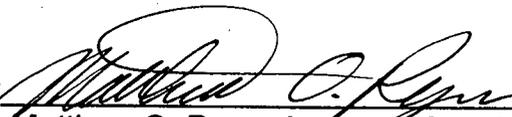
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 

Matthew O. Ryan, Assistant County Attorney

SUBMITTED BY:
M. Cecilia Johnson, Director, Dept. of Community Services

EXHIBIT A

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

OSALT
PO BOX 1106
CANBY OR 97013

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

Deed D092189 For R102924 And R102925

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, **Grantor**, conveys to OREGON SUSTAINABLE AGRICULTURAL LAND TRUST, **Grantee**, the following real property located in the City of Portland, Multnomah County, Oregon:

S ½ OF LOT 11, BLOCK 3, ALBINA HOMESTEAD
N ½ OF LOT 11, BLOCK 3, ALBINA HOMESTEAD

Provided that said property shall only be used and continue to be used by the Grantee for the creation of open space, parks or natural areas for perpetual public use, and should the property cease to be used in conformance with this restriction by the Grantee, the interests of the Grantee shall automatically terminate and title shall revert to the Grantor:

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

This transfer is without monetary consideration.

IN WITNESS WHEREOF, The Multnomah County Board of Commissioners by authority of a Resolution of the Board, entered of record: has caused this deed to be executed by the chair of the County Board.

Dated this 25th day of June 2009.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

REVIEWED:
AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

ACCEPTED:
OREGON SUSTAINABLE AGRICULTURAL LAND TRUST

By _____
Matthew O. Ryan, Assistant County Attorney

By _____
Will Newman

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this 25th day of June 2009, by Ted Wheeler, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 06/27/2013

EXHIBIT B

OSALT PERFORMANCE AGREEMENT

DATE: June 25, 2009

TRANSFEROR: MULTNOMAH COUNTY, OREGON
501 SE Hawthorne Blvd
Portland, Oregon 97214

TRANSFeree: OREGON SUSTAINABLE AGRICULTURAL LAND TRUST
P.O. BOX 1106
Canby, Oregon, 97013-1106

Recitals

- A. As allowed under ORS 271.330 and Multnomah County Code Sections 27.401-27.406, Transferor has the authority to transfer ownership in real property to qualified and eligible entities for open space use including agricultural uses.
- B. The Transferee is an Oregon non-profit corporation which is acquiring from the Transferor certain tax-foreclosed property located in the City of Portland, Multnomah County and more particularly described as follows:
- S ½ OF LOT 11 BLOCK 3, ALBINA HOMESTEAD
- N ½ OF LOT 11 BLOCK 3, ALBINA HOMESTEAD
- (Hereinafter "the Property"). The Transferee applied for and was awarded the right to acquire the Property from the Transferor under the above cited statute and code.
- C. The purpose of this Performance Agreement ("the Agreement") is to establish the terms and conditions of the transfer.
- D. As of June 25th, 2009 Transferor has executed a deed to Transferee for the Property.

Agreement

THIS AGREEMENT is made and entered into between Transferee and Transferor upon the following terms and conditions.

1. Recitals. The above Recitals are contractual and incorporated into this Agreement by this reference.
2. Agreement to Transfer. Transferor hereby agrees to convey to Transferee, and Transferee agrees to acquire from Transferor, the Property, commonly known as the former 3924 & 3930 NE Garfield Street, Portland, Oregon. (Tax ID Numbers R102924 & R102925).

3. Consideration and Closing. The consideration for this transfer of the Property is Transferee's agreement to comply with the terms and conditions of this Agreement. At Closing the Transferee and Transferor shall execute this Agreement and the deed as further explained in Section 4.
4. Title. Transferor shall execute a deed to Transferee for the property which shall contain a provision regarding the right of reversion for the benefit of the Transferor in compliance with ORS 271.330(3) and MCC 27.406(E).
5. As-Is Transfer; Indemnification. Transferee is acquiring the Property in "AS-IS" condition, subject to the following:
 - a. Transferor disclaims the making of any representations or warranties, express or implied, regarding the Property or matters affecting the Property, including, without limitation, the physical condition of the Property, title to or boundaries of the Property, pest control matters, soil condition, hazardous waste, toxic substances or other environmental matters, compliance with building, health, safety, land use and zoning laws, regulations and orders, structural and other engineering characteristics, traffic patterns, and all other information pertaining to the Property.
 - b. Transferee acknowledges that Transferee is (i) a sophisticated investor, knowledgeable and experienced in the financial and business risks attendant to an investment in real property and capable of evaluating the merits and risks of entering into this Agreement and purchasing the Property; and that (ii) Transferee has entered into this Agreement with the intention of making and relying upon its own (or its 'experts') investigation of the physical, environmental, economic and legal condition of the Property, including, without limitation, the compliance of the Property with laws and governmental regulations; and (iii) that Transferee is not relying upon any representations and warranties made by Transferor or anyone acting or claiming to act on Transferor's behalf concerning the Property.
 - c. Transferee further acknowledges that it has not received from Transferor any accounting, tax, legal, architectural, engineering, property management or other advice with respect to this transaction and is relying upon the advice of its own accounting, tax, legal, architectural, engineering, property management and other advisors.
 - d. Upon transfer on the Closing Date, Transferee assumes the risk that adverse physical, environmental, economic, or other legal conditions may not have been revealed by its investigations. It is the express intent of the parties to transfer to Transferee, as between Transferor and Transferee, any liability that may now or in the future exist under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") 42 U.S.C. § 9601 *et seq.*, the Resource Conservation and Recovery Act of 1976 ("RCRA") 42 U.S.C. § 6901 *et seq.*, The Oregon Superfund Law, ORS 465.00, The Oregon Hazardous Waste Law, ORS 466, or other similar environmental laws, for known or unknown environmental conditions on, under or relating to the Property. Transferee hereby agrees to defend, indemnify and hold Transferor harmless from any such liability following the closing date.
 - e. Transferee further agrees to defend, indemnify and hold the Transferor harmless against any and all claims arising out of the Transferee's performance of, or failure to perform, its obligations under this Agreement. Transferor shall have no liability for any subsequently discovered defects, whether latent or patent.

6. Transferee's Representations and Warranties. In addition to any express agreements of Transferee contained herein, the following constitute representations and warranties of Transferee to Transferor:
- a. The Transferee is (i) a duly organized non-profit corporation under the laws of the State of Oregon, (ii) qualified to transact business in the State of Oregon, (iii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iv) has the full legal right, power, and authority to execute and deliver this Agreement.
 - b. The execution and performance of this Agreement by the Transferee (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Transferee is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.
 - c. The individuals executing this Agreement and the instruments referenced herein on behalf of Transferee have the legal power, right, and actual authority to bind Transferee to the terms and conditions hereof and thereof.
 - d. This Agreement and all documents required hereby to be executed by Transferee are and shall be valid, legally binding obligations of, and enforceable against Transferee in accordance with their terms except as the same may be limited by bankruptcy, insolvency, reorganization, or similar laws or general principals of equity affecting creditors' rights generally.
 - e. There is no action, suit, or proceeding at law or in equity, or by or before any governmental instrumentality or other agency now pending, or to the knowledge of the Transferee, threatened against or affecting it, or any of its properties or rights, which if adversely determined, might materially adversely affect Transferee's ability to perform its obligations hereunder.
 - f. Transferee is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended.
7. Conditions to Closing. Prior to Closing, the following conditions shall be satisfied by Transferee:
- a. Receipt by Transferor from Transferee of a binder for a policy of "all perils" hazard insurance with extended coverage from an insurance company acceptable to the Transferor, naming Transferor as an additional insured, together with public liability insurance with coverage in a minimum amount of \$1,000,000 and property damage and rent loss in amounts satisfactory to Transferor.
 - b. Receipt by Transferor of a copy of the determination letter received by Transferee from the Internal Revenue Service, in full force and effect as of the date hereof, determining that such party is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code.
 - c. Fees and Costs. Transferee shall be responsible for the payment of the premium of any Title Insurance Policy and for any of the transfer tax or documentary stamps required to record the deed. All other Closing expenses shall be paid by the Transferee. Transferee shall pay all costs associated with any loan, including recording and tax service fees. Transferee shall not be entitled to reimbursement from the Transferor for any cost or expense of Transferee in connection with the acquisition of the Property.

- d. General Proration. In general, all credit or debit items to be prorated shall be prorated as of the Closing.
 - e. No Tax Proration. Transferee shall pay all general taxes, assessments, and special assessments on the Property which are due and payable prior to, on, or after the closing date.
 - f. Sales, Use, Privilege Taxes. Notwithstanding any other provisions of this Agreement, Transferee shall be liable for and shall pay all sales, use, intangibles, privilege or similar or related taxes resulting from or assessed with respect to the Property or any of the transactions contemplated by this Agreement. Transferee hereby agrees to hold Transferor harmless from and agrees to indemnify and defend Transferor against any and all claims by anyone at any time regarding any such taxes or assessment.
 - g. Further Documents. The parties agree to execute all additional documents, papers and instruments and to take such further actions which are necessary or appropriate or reasonably required to complete this transaction.
8. Transferee's Obligation and Action Plan. Transferee will do the following:
- a. Comply with all of the covenants, terms and conditions set forth in this Agreement.
 - b. Implement and fully comply the provisions set forth in the "Action Plan" attached herein, identified as Exhibit 1.
9. Events of Default. The occurrence of any one or more of the following shall be an event of default under this Agreement:
- a. Transferee fails to perform or comply with any term, covenant or condition of this Agreement or the Declaration within 30 days after written notice from Transferor to Transferee to perform or satisfy the covenant or condition, or if the performance or compliance cannot be completed within such 30-day period through the exercise of reasonable diligence, the failure to commence the required performance or compliance with diligence to completion.
 - b. Transferee fails to comply with any requirement of any governmental authority having jurisdiction over the Property within 30 days after receipt of notice in writing of such requirement, or if such compliance cannot be completed within such 30-day period through the exercise of reasonable diligence, the failure to commence the required performance or compliance with diligence to completion.
 - c. Any representation or warranty herein or in any agreement executed pursuant hereto or in connection with this transaction shall prove to have been false or misleading in any material respect.
 - d. The occurrence of a default under any lien instrument secured by the Property or any agreement imposing restrictive covenants with respect to the Property which is not cured within any cure period provided in such lien instrument or agreement.
 - e. The filing by Transferee of a petition for relief under the Federal Bankruptcy Code, or any other applicable federal or state law or regulation, or the consent by it to the filing of any such petition or the consent to the appointment of a receiver, liquidator, assignee, trustee, or other similar official, of Transferee, or of any substantial part of its property, or the making by

Transferee of an assignment for the benefit of creditors, or the admission by it in writing of its inability to pay its debts generally as they become due or the taking of corporate action by Transferee in furtherance of any such action.

- f. The commencement of an action against Transferee seeking any bankruptcy, insolvency, reorganization, liquidation, dissolution or similar relief under any applicable federal or state law or regulation, which action is not dismissed within 60 days after commencement, or the appointment without the consent or acquiescence of Transferee of any trustee, receiver or liquidator of Transferee, or of all or any substantial part of the properties of Transferee, which appointment is not vacated within 60 days after such appointment.
10. Remedies. If an event of default occurs, Transferor may, but shall not be required to, exercise any remedies authorized by law. Provided, if the default shall be the result of the Transferee's failure to use the property for the open space purposes as required herein, in addition to any other remedies available to Transferor, the Title to the property shall revert automatically to the Transferor.
11. Notices. Any notices required or permitted to be given by this Agreement shall be mailed via regular mail, forwarded via facsimile or shipped via "next day" courier service to the parties at the addresses first set forth above. Notice shall be deemed given: 1) three calendar days following mailing via certified mail, return receipt requested, or 2) one business day after deposit with courier for "next day" delivery, or 3) upon actual receipt of notice, whichever is earlier. The parties shall promptly give written notice to each other of any change of address, and mailing or shipment to the addresses stated herein shall be deemed sufficient unless written notification of a change of address has been received.
12. Delivery of Possession. Possession of the Property shall be delivered to Transferee at time of Closing.
13. Risk of Loss. Risk of loss from fire or other hazards shall remain with Transferor until the Closing.
14. Survival of Obligations. All covenants, warranties, representations, agreements, and indemnities contained in this Agreement shall be made as of the date of the execution hereof, unless otherwise specified herein. All representations and warranties made pursuant to the terms of this Agreement, and any cause of action resulting from the breach of such representations and warranties, whether at law or equity, shall survive the Closing of this transaction. All terms, covenants, and conditions to be performed or to exist after Closing shall survive the Closing and transfer of title to Transferee.
15. Actions Through Agents. Any action or exercise of rights or duties required or permitted to be taken or done by Transferor hereunder or under the Declaration relative hereto may be taken by an agent, officer, attorney, employee, or other person duly designated and authorized by Transferor in writing or otherwise under Transferor's customary policies and procedures to take such action in its behalf. This section shall not be construed to delegate authority to any such person or to entitle Transferee or any other person to rely upon any purported authority exercised by any person purporting to represent Transferor, but shall solely be interpreted as permitting Transferor to so delegate its actions, exercise of rights, and exercise of duties as provided above.
16. Severability. The use of headings and sections in this document is for convenience only and is not intended to create a severable contract.
17. Time is of the Essence. Time is of the essence in the performance of all terms and conditions herein set forth to be performed.

18. Governing Law. The performance and interpretation of this Agreement shall be governed by the laws of the State of Oregon from time-to-time in force.
19. Illegality. In the event any provision of this Agreement shall be deemed illegal or unenforceable, the remaining provisions shall nevertheless be carried into effect and the defective provision shall be deemed amended to comply with such rule, law, or statute rendering same illegal or unenforceable.
20. Waiver. The waiver by any party of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or another provision of this Agreement.
21. Successors and Assigns.
 - a. This Agreement shall benefit and burden each party's legal successors including any individual party's heirs, administrators, and personal representatives.
 - b. Notwithstanding the foregoing, Transferee may not assign any rights under this Agreement without the consent of Transferor, which consent may not be unreasonably denied.
22. Final Agreement. Transferor and Transferee agree that this Agreement states their entire agreement and declare that no promises, representations, or agreements other than those herein contained have been made or relied upon. Any changes or amendments hereto must be made in writing, signed by both parties.
23. The Transferor shall be entitled to make reasonable and periodic inspections of the Property for the purpose of determining compliance with the terms and conditions of this Agreement by the Transferee.

IN WITNESS WHEREOF, Transferee and Transferor have executed this Agreement as of the date first set forth above.

TRANSFEE:
OREGON SUSTAINABLE AGRICULTURAL LAND TRUST

By: _____

Print Name: _____

Title: _____

STATE OF OREGON)
) ss
 County of _____)

On this ____ day of _____, 2009, before me personally appeared _____ the _____ of the OREGON SUSTAINABLE

AGRICULTURAL LAND TRUST, an Oregon non-profit corporation; and acknowledged the foregoing instrument to be the voluntary act and deed of the corporation, executed by authority of its board of directors.

Notary Public for Oregon
My Commission expires:

TRANSFEROR:

**BOARD OF COMMISSIONERS
MULTNOMAH COUNTY, OREGON**

By: _____

Print Name: Ted Wheeler

Title: Multnomah County Chair

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Performance Agreement was acknowledged before me this 25th day of June 2009, by Ted Wheeler, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/2013

REVIEWED BY:

**AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON**

By: _____
Matthew O. Ryan, Assistant County Attorney

EXHIBIT 1

"Our Garden" Action Plan

Purpose Statement: The Oregon Sustainable Agriculture Land Trust (OSALT) intends that the certain real property located in the City of Portland, Multnomah County, Oregon; more particularly described as follows:

S ½ OF LOT 11 BLOCK 3, ALBINA HOMESTEAD
N ½ OF LOT 11 BLOCK 3, ALBINA HOMESTEAD

Commonly referred to and known as "Our Garden" after the work of Reverend Jeanne Walker, continue to be developed as a community garden for the benefit of the surrounding neighborhood. The above described property will be referred to as "Our Garden Site" Or "OGS" in this Exhibit.

1. Goal for the Site.

To establish a working and productive community garden that will involve and serve the immediate King neighborhood surrounding the Our Garden Site.

2. Initial Phase: First 3 months after possession.

- a. OSALT shall conduct or cause to conduct sufficient soil tests and analysis of OGS to ascertain whether the toxins typically found on older home sites are present.
- b. If results of these tests indicate contamination problems exist on OGS to the extent that organic or sustainable growing practices cannot be implemented, these contamination problems will be remediated before food crops are grown.

3. Neighborhood Participation and Site Management.

- a. At such time that OSALT's activities are completed under Section 2; the OGS will be a public garden available for use by the residents of the King neighborhood, and will be managed by those participating in the growing on the site.
- b. OSALT will pursue the commitment of at least two local businesses to contribute to and support an active composting program for local yard debris for use on the site.
- c. The goal is to have OGS maintained and managed by volunteers from the neighborhood, currently led by Jessica Larson, who lives next door to the property, but OSALT shall retain responsibility for the maintenance and management of the site if the volunteers do not adequately perform these tasks.
- d. OSALT shall be responsible for and shall guide and oversee all volunteers, workers, contractors or any other parties at the OGS and the activities conducted thereon.
- e. OSALT will ensure the OGS is not designated or found to be a nuisance or otherwise in violation of any applicable laws, land use or regulatory codes of the City of Portland or other regulatory authority with jurisdiction over the site.
- f. OSALT will ensure the existing heritage cherry tree present at the OGS will be protected.

4. Alternative Long Term Plan.

- a. In the event that the garden can no longer be managed as a community growing space by neighbors, OSALT will continue a productive agricultural use of benefit to the community.
- b. Regardless of the ultimate use of OGS, OSALT shall comply with the provisions and requirements of Section 3, Sub-sections 3.c -3.f at all times.

OSALT PERFORMANCE AGREEMENT

DATE: June 25, 2009

TRANSFEROR: MULTNOMAH COUNTY, OREGON
501 SE Hawthorne Blvd
Portland, Oregon 97214

TRANSFeree: OREGON SUSTAINABLE AGRICULTURAL LAND TRUST
P.O. BOX 1106
Canby, Oregon, 97013-1106

Recitals

- A. As allowed under ORS 271.330 and Multnomah County Code Sections 27.401-27.406, Transferor has the authority to transfer ownership in real property to qualified and eligible entities for open space use including agricultural uses.
- B. The Transferee is an Oregon non-profit corporation which is acquiring from the Transferor certain tax-foreclosed property located in the City of Portland, Multnomah County and more particularly described as follows:
- S ½ OF LOT 11 BLOCK 3, ALBINA HOMESTEAD
- N ½ OF LOT 11 BLOCK 3, ALBINA HOMESTEAD
- (Hereinafter "the Property"). The Transferee applied for and was awarded the right to acquire the Property from the Transferor under the above cited statute and code.
- C. The purpose of this Performance Agreement ("the Agreement") is to establish the terms and conditions of the transfer.
- D. As of June 25th, 2009 Transferor has executed a deed to Transferee for the Property.

Agreement

THIS AGREEMENT is made and entered into between Transferee and Transferor upon the following terms and conditions.

1. Recitals. The above Recitals are contractual and incorporated into this Agreement by this reference.
2. Agreement to Transfer. Transferor hereby agrees to convey to Transferee, and Transferee agrees to acquire from Transferor, the Property, commonly known as the

former 3924 & 3930 NE Garfield Street, Portland, Oregon. (Tax ID Numbers R102924 & R102925).

3. Consideration and Closing. The consideration for this transfer of the Property is Transferee's agreement to comply with the terms and conditions of this Agreement. At Closing the Transferee and Transferor shall execute this Agreement and the deed as further explained in Section 4.
4. Title. Transferor shall execute a deed to Transferee for the property which shall contain a provision regarding the right of reversion for the benefit of the Transferor in compliance with ORS 271.330(3) and MCC 27.406(E).
5. As-Is Transfer; Indemnification. Transferee is acquiring the Property in "AS-IS" condition, subject to the following:
 - a. Transferor disclaims the making of any representations or warranties, express or implied, regarding the Property or matters affecting the Property, including, without limitation, the physical condition of the Property, title to or boundaries of the Property, pest control matters, soil condition, hazardous waste, toxic substances or other environmental matters, compliance with building, health, safety, land use and zoning laws, regulations and orders, structural and other engineering characteristics, traffic patterns, and all other information pertaining to the Property.
 - b. Transferee acknowledges that Transferee is (i) a sophisticated investor, knowledgeable and experienced in the financial and business risks attendant to an investment in real property and capable of evaluating the merits and risks of entering into this Agreement and purchasing the Property; and that (ii) Transferee has entered into this Agreement with the intention of making and relying upon its own (or its 'experts') investigation of the physical, environmental, economic and legal condition of the Property, including, without limitation, the compliance of the Property with laws and governmental regulations; and (iii) that Transferee is not relying upon any representations and warranties made by Transferor or anyone acting or claiming to act on Transferor's behalf concerning the Property.
 - c. Transferee further acknowledges that it has not received from Transferor any accounting, tax, legal, architectural, engineering, property management or other advice with respect to this transaction and is relying upon the advice of its own accounting, tax, legal, architectural, engineering, property management and other advisors.
 - d. Upon transfer on the Closing Date, Transferee assumes the risk that adverse physical, environmental, economic, or other legal conditions may not have been revealed by its investigations. It is the express intent of the parties to transfer to Transferee, as between Transferor and Transferee, any liability that may now or in the future exist under the Comprehensive Environmental Response,

Compensation and Liability Act of 1980 ("CERCLA") 42 U.S.C. § 9601 *et seq.*, the Resource Conservation and Recovery Act of 1976 ("RCRA") 42 U.S.C. § 6901 *et seq.*, The Oregon Superfund Law, ORS 465.00, The Oregon Hazardous Waste Law, ORS 466, or other similar environmental laws, for known or unknown environmental conditions on, under or relating to the Property. Transferee hereby agrees to defend, indemnify and hold Transferor harmless from any such liability following the closing date.

- e. Transferee further agrees to defend, indemnify and hold the Transferor harmless against any and all claims arising out of the Transferee's performance of, or failure to perform, its obligations under this Agreement. Transferor shall have no liability for any subsequently discovered defects, whether latent or patent.

6. Transferee's Representations and Warranties. In addition to any express agreements of Transferee contained herein, the following constitute representations and warranties of Transferee to Transferor:

- a. The Transferee is (i) a duly organized non-profit corporation under the laws of the State of Oregon, (ii) qualified to transact business in the State of Oregon, (iii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iv) has the full legal right, power, and authority to execute and deliver this Agreement.
- b. The execution and performance of this Agreement by the Transferee (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Transferee is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.
- c. The individuals executing this Agreement and the instruments referenced herein on behalf of Transferee have the legal power, right, and actual authority to bind Transferee to the terms and conditions hereof and thereof.
- d. This Agreement and all documents required hereby to be executed by Transferee are and shall be valid, legally binding obligations of, and enforceable against Transferee in accordance with their terms except as the same may be limited by bankruptcy, insolvency, reorganization, or similar laws or general principals of equity affecting creditors' rights generally.
- e. There is no action, suit, or proceeding at law or in equity, or by or before any governmental instrumentality or other agency now pending, or to the knowledge of the Transferee, threatened against or affecting it, or any of its properties or rights, which if adversely determined, might materially adversely affect Transferee's ability to perform its obligations hereunder.

- f. Transferee is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended.
7. Conditions to Closing. Prior to Closing, the following conditions shall be satisfied by Transferee:
- a. Receipt by Transferor from Transferee of a binder for a policy of "all perils" hazard insurance with extended coverage from an insurance company acceptable to the Transferor, naming Transferor as an additional insured, together with public liability insurance with coverage in a minimum amount of \$1,000,000 and property damage and rent loss in amounts satisfactory to Transferor.
 - b. Receipt by Transferor of a copy of the determination letter received by Transferee from the Internal Revenue Service, in full force and effect as of the date hereof, determining that such party is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code.
 - c. Fees and Costs. Transferee shall be responsible for the payment of the premium of any Title Insurance Policy and for any of the transfer tax or documentary stamps required to record the deed. All other Closing expenses shall be paid by the Transferee. Transferee shall pay all costs associated with any loan, including recording and tax service fees. Transferee shall not be entitled to reimbursement from the Transferor for any cost or expense of Transferee in connection with the acquisition of the Property.
 - d. General Proration. In general, all credit or debit items to be prorated shall be prorated as of the Closing.
 - e. No Tax Proration. Transferee shall pay all general taxes, assessments, and special assessments on the Property which are due and payable prior to, on, or after the closing date.
 - f. Sales, Use, Privilege Taxes. Notwithstanding any other provisions of this Agreement, Transferee shall be liable for and shall pay all sales, use, intangibles, privilege or similar or related taxes resulting from or assessed with respect to the Property or any of the transactions contemplated by this Agreement. Transferee hereby agrees to hold Transferor harmless from and agrees to indemnify and defend Transferor against any and all claims by anyone at any time regarding any such taxes or assessment.
 - g. Further Documents. The parties agree to execute all additional documents, papers and instruments and to take such further actions which are necessary or appropriate or reasonably required to complete this transaction.
8. Transferee's Obligation and Action Plan. Transferee will do the following:
- a. Comply with all of the covenants, terms and conditions set forth in this Agreement.

- b. Implement and fully comply the provisions set forth in the "Action Plan" attached herein, identified as Exhibit 1.

9. Events of Default. The occurrence of any one or more of the following shall be an event of default under this Agreement:

- a. Transferee fails to perform or comply with any term, covenant or condition of this Agreement or the Declaration within 30 days after written notice from Transferor to Transferee to perform or satisfy the covenant or condition, or if the performance or compliance cannot be completed within such 30-day period through the exercise of reasonable diligence, the failure to commence the required performance or compliance with diligence to completion.
- b. Transferee fails to comply with any requirement of any governmental authority having jurisdiction over the Property within 30 days after receipt of notice in writing of such requirement, or if such compliance cannot be completed within such 30-day period through the exercise of reasonable diligence, the failure to commence the required performance or compliance with diligence to completion.
- c. Any representation or warranty herein or in any agreement executed pursuant hereto or in connection with this transaction shall prove to have been false or misleading in any material respect.
- d. The occurrence of a default under any lien instrument secured by the Property or any agreement imposing restrictive covenants with respect to the Property which is not cured within any cure period provided in such lien instrument or agreement.
- e. The filing by Transferee of a petition for relief under the Federal Bankruptcy Code, or any other applicable federal or state law or regulation, or the consent by it to the filing of any such petition or the consent to the appointment of a receiver, liquidator, assignee, trustee, or other similar official, of Transferee, or of any substantial part of its property, or the making by Transferee of an assignment for the benefit of creditors, or the admission by it in writing of its inability to pay its debts generally as they become due or the taking of corporate action by Transferee in furtherance of any such action.
- f. The commencement of an action against Transferee seeking any bankruptcy, insolvency, reorganization, liquidation, dissolution or similar relief under any applicable federal or state law or regulation, which action is not dismissed within 60 days after commencement, or the appointment without the consent or acquiescence of Transferee of any trustee, receiver or liquidator of Transferee, or of all or any substantial part of the properties of Transferee, which appointment is not vacated within 60 days after such appointment.

10. Remedies. If an event of default occurs, Transferor may, but shall not be required to, exercise any remedies authorized by law. Provided, if the default shall be the result of the Transferee's failure to use the property for the open space purposes as required herein, in addition to any other remedies available to Transferor, the Title to the property shall revert automatically to the Transferor.
11. Notices. Any notices required or permitted to be given by this Agreement shall be mailed via regular mail, forwarded via facsimile or shipped via "next day" courier service to the parties at the addresses first set forth above. Notice shall be deemed given: 1) three calendar days following mailing via certified mail, return receipt requested, or 2) one business day after deposit with courier for "next day" delivery, or 3) upon actual receipt of notice, whichever is earlier. The parties shall promptly give written notice to each other of any change of address, and mailing or shipment to the addresses stated herein shall be deemed sufficient unless written notification of a change of address has been received.
12. Delivery of Possession. Possession of the Property shall be delivered to Transferee at time of Closing.
13. Risk of Loss. Risk of loss from fire or other hazards shall remain with Transferor until the Closing.
14. Survival of Obligations. All covenants, warranties, representations, agreements, and indemnities contained in this Agreement shall be made as of the date of the execution hereof, unless otherwise specified herein. All representations and warranties made pursuant to the terms of this Agreement, and any cause of action resulting from the breach of such representations and warranties, whether at law or equity, shall survive the Closing of this transaction. All terms, covenants, and conditions to be performed or to exist after Closing shall survive the Closing and transfer of title to Transferee.
15. Actions Through Agents. Any action or exercise of rights or duties required or permitted to be taken or done by Transferor hereunder or under the Declaration relative hereto may be taken by an agent, officer, attorney, employee, or other person duly designated and authorized by Transferor in writing or otherwise under Transferor's customary policies and procedures to take such action in its behalf. This section shall not be construed to delegate authority to any such person or to entitle Transferee or any other person to rely upon any purported authority exercised by any person purporting to represent Transferor, but shall solely be interpreted as permitting Transferor to so delegate its actions, exercise of rights, and exercise of duties as provided above.
16. Severability. The use of headings and sections in this document is for convenience only and is not intended to create a severable contract.
17. Time is of the Essence. Time is of the essence in the performance of all terms and conditions herein set forth to be performed.
18. Governing Law. The performance and interpretation of this Agreement shall be governed by the laws of the State of Oregon from time-to-time in force.

19. Illegality. In the event any provision of this Agreement shall be deemed illegal or unenforceable, the remaining provisions shall nevertheless be carried into effect and the defective provision shall be deemed amended to comply with such rule, law, or statute rendering same illegal or unenforceable.
20. Waiver. The waiver by any party of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or another provision of this Agreement.
21. Successors and Assigns.
- a. This Agreement shall benefit and burden each party's legal successors including any individual party's heirs, administrators, and personal representatives.
 - b. Notwithstanding the foregoing, Transferee may not assign any rights under this Agreement without the consent of Transferor, which consent may not be unreasonably denied.
22. Final Agreement. Transferor and Transferee agree that this Agreement states their entire agreement and declare that no promises, representations, or agreements other than those herein contained have been made or relied upon. Any changes or amendments hereto must be made in writing, signed by both parties.
23. The Transferor shall be entitled to make reasonable and periodic inspections of the Property for the purpose of determining compliance with the terms and conditions of this Agreement by the Transferee.

IN WITNESS WHEREOF, Transferee and Transferor have executed this Agreement as of the date first set forth above.

TRANSFEE:
OREGON SUSTAINABLE AGRICULTURAL LAND TRUST

By: _____

Print Name: _____

Title: _____

STATE OF OREGON)
) ss
County of _____)

On this ____ day of _____, 2008, before me personally appeared _____ the _____ of the OREGON SUSTAINABLE AGRICULTURAL LAND TRUST, an Oregon non-profit corporation; and acknowledged the foregoing instrument to be the voluntary act and deed of the corporation, executed by authority of its board of directors.

Notary Public for Oregon
My Commission expires:

TRANSFEROR:

**BOARD OF COMMISSIONERS
MULTNOMAH COUNTY, OREGON**

By: _____

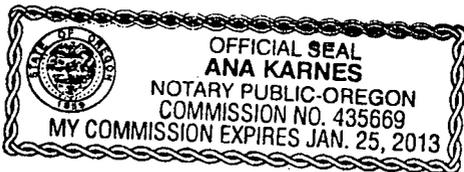
Print Name: Ted Wheeler

Title: Multnomah County Chair

REVIEWED:
AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY
BY: [Signature]
ASSISTANT COUNTY ATTORNEY
DATE: June 25, 2009

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Performance Agreement was acknowledged before me this 25th day of June 2009, by Ted Wheeler, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



[Signature]
Ana Karnes
Notary Public for Oregon
My Commission expires: 1/25/2013

REVIEWED BY:

**AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON**

By: 
Matthew O. Ryan, Assistant County Attorney

EXHIBIT 1

"Our Garden" Action Plan

Purpose Statement: The Oregon Sustainable Agriculture Land Trust (OSALT) intends that the certain real property located in the City of Portland, Multnomah County, Oregon; more particularly described as follows:

S ½ OF LOT 11 BLOCK 3, ALBINA HOMESTEAD
N ½ OF LOT 11 BLOCK 3, ALBINA HOMESTEAD

Commonly referred to and known as "Our Garden" after the work of Reverend Jeanne Walker, continue to be developed as a community garden for the benefit of the surrounding neighborhood. The above described property will be referred to as "Our Garden Site" Or "OGS" in this Exhibit.

1. Goal for the Site.

To establish a working and productive community garden that will involve and serve the immediate King neighborhood surrounding the Our Garden Site.

2. Initial Phase: First 3 months after possession.

- a. OSALT shall conduct or cause to conduct sufficient soil tests and analysis of OGS to ascertain whether the toxins typically found on older home sites are present.
- b. If results of these tests indicate contamination problems exist on OGS to the extent that organic or sustainable growing practices cannot be implemented, these contamination problems will be remediated before food crops are grown.

3. Neighborhood Participation and Site Management.

- a. At such time that OSALT's activities are completed under Section 2; the OGS will be a public garden available for use by the residents of the King neighborhood, and will be managed by those participating in the growing on the site.
- b. OSALT will pursue the commitment of at least two local businesses to contribute to and support an active composting program for local yard debris for use on the site.
- c. The goal is to have OGS maintained and managed by volunteers from the neighborhood, currently led by Jessica Larson, who lives next door to the property, but OSALT shall retain responsibility for the maintenance and management of the site if the volunteers do not adequately perform these tasks.
- d. OSALT shall be responsible for and shall guide and oversee all volunteers, workers, contractors or any other parties at the OGS and the activities conducted thereon.
- e. OSALT will ensure the OGS is not designated or found to be a nuisance or otherwise in violation of any applicable laws, land use or regulatory codes of the City of Portland or other regulatory authority with jurisdiction over the site.
- f. OSALT will ensure the existing heritage cherry tree present at the OGS will be protected.

4. Alternative Long Term Plan.

- a. In the event that the garden can no longer be managed as a community growing space by neighbors, OSALT will continue a productive agricultural use of benefit to the community.
- b. Regardless of the ultimate use of OGS, OSALT shall comply with the provisions and requirements of Section 3, Sub-sections 3.c -3.f at all times.

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

OSALT
PO BOX 1106
CANBY OR 97013

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

Deed D092189 For R102924 And R102925

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, **Grantor**, conveys to OREGON SUSTAINABLE AGRICULTURAL LAND TRUST, **Grantee**, the following real property located in the City of Portland, Multnomah County, Oregon:

S ½ OF LOT 11, BLOCK 3, ALBINA HOMESTEAD
N ½ OF LOT 11, BLOCK 3, ALBINA HOMESTEAD

Provided that said property shall only be used and continue to be used by the Grantee for the creation of open space, parks or natural areas for perpetual public use, and should the property cease to be used in conformance with this restriction by the Grantee, the interests of the Grantee shall automatically terminate and title shall revert to the Grantor.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

This transfer is without monetary consideration.

IN WITNESS WHEREOF, The Multnomah County Board of Commissioners by authority of a Resolution of the Board, entered of record: has caused this deed to be executed by the chair of the County Board.

Dated this 25th day of June 2009.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

[Signature]

Ted Wheeler, Chair

REVIEWED:
AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By *[Signature]*

Matthew O. Ryan, Assistant County Attorney

ACCEPTED:
OREGON SUSTAINABLE AGRICULTURAL LAND TRUST

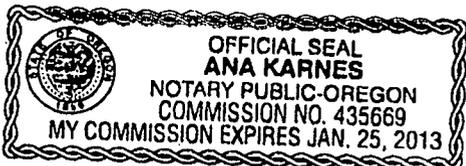
By _____
Will Newman

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this 25th day of June 2009, by Ted Wheeler, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

[Signature]

Ana Karnes
Notary Public for Oregon
My Commission expires: 01/25/2013





MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (revised 09/22/08)

Board Clerk Use Only

Meeting Date: 06/25/09
 Agenda Item #: R-6
 Est. Start Time: 10:00 AM
 Date Submitted: 06/16/09

Agenda Title: Reappointment of Chris Foster, Julie Cleveland, William (Bill) Kabeiseman and Greg Strebin to the Multnomah County PLANNING COMMISSION for Four-Year Terms

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date: June 25, 2009 **Amount of Time Needed:** 10 minutes
Department: Community Services **Division:** LUT Planning
Contact(s): Karen Schilling
Phone: 503-988-5050 **Ext.** 29635 **I/O Address:** 455/1st Floor
Presenter(s): Karen Schilling

General Information

1. What action are you requesting from the Board?

Reappoint Chris Foster, Julie Cleveland, William (Bill) Kabeiseman and Greg Strebin to the Multnomah County Planning Commission for new four-year terms.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

Multnomah County is required to have a citizen involvement committee that is broadly representative of the geographic areas of the County. The Planning Commission assists the County with the development of our land use planning legislative program. There are nine (9) members who serve four-year terms. Commissioners can be reappointed beyond two terms if there is unanimous agreement from the Board of County Commissioners. No more than two members of the Commission can be engaged in the same kind of business, trade or profession. The commissioners, their start date and occupation are Chris Foster (1993, Construction Consultant), Julie Cleveland (2001, Marina Manager), William (Bill) Kabeiseman (2001, Attorney) and Greg Strebin (2005, Vegetable Farmer). Chris and Julie are residents of rural west county; Bill is a resident of urban east county; and Greg is a resident of rural east county.

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

There is no fiscal impact. The Planning Commissioners are volunteers. Staffing the Planning Commission is included in the Land Use and Transportation Planning budget.

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

The County is required to have a Citizen Involvement Committee by State code. The Planning Commission serves this purpose for the County's Comprehensive Plan and Code.

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

Since there were no vacancies on the Planning Commission, each of the members was contacted to determine their interest in being reappointed. If a vacancy had occurred, the County would have conducted a public process to recruit new members.

Required Signature

**Elected Official
or Department/
Agency Director:**



Date: 06/16/09



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (revised 09/22/08)

Board Clerk Use Only

Meeting Date: 06/25/09
 Agenda Item #: R-7
 Est. Start Time: 10:05 AM
 Date Submitted: 06/12/09

APPROVED : MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # R-7 DATE 6/25/09
 ANA KARNES, ASST BOARD CLERK

NOTICE OF INTENT Authorizing Road Services Division to Apply for a \$315,000 American Recovery and Reinvestment Act Energy Efficient Conservation Block Grant to Implement Intelligent Transportation System Technologies to Increase Energy Efficiency and Reduce Fossil Fuel Consumption

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date:	<u>June 25, 2009</u>	Amount of Time Needed:	<u>5 mins</u>
Department:	<u>Community Services</u>	Division:	<u>Road Services</u>
Contact(s):	<u>Tom Hansell</u>		
Phone:	<u>(503) 988-5050</u>	Ext.	<u>29833</u>
		I/O Address:	<u>425/2</u>
Presenter(s):	<u>Tom Hansell and Kai Snyder</u>		

General Information

1. What action are you requesting from the Board?

Authorize the Department of Community Services to submit a grant proposal to the Oregon Department of Energy (ODOE) for Energy Efficient and Conservation Block Grant (EECBG) program funding to implement Intelligent Transportation System (ITS) Technologies.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The Multnomah County Road Services Division would like to submit a proposal to the ODOE for American Recovery and Reinvestment Act EECBG funding. Road Services proposes to implement ITS technology to increase energy efficiency by reducing fossil fuel consumption. ITS is a family of wireless and computer-based information technologies. Specifically, computerized routing software is used together with vehicle mounted Global Positioning Systems (GPS) to determine the optimal route to a series of destinations. Fuel use is reduced by reducing the miles driven by county vehicles. Other cities and counties have discovered that using ITS optimized routes, when compared to manually defined routes can reduce the miles traveled by nearly 50%. Savings of nearly \$1 million

have been estimated for a 200 car fleet. The EECBG Funding Opportunity Announcement (FOA) specifically identifies ITS as an approved use of grant funds.

ITS will provide essential services to the majority of Road Service's operations including street sweeping, snow plowing, road shoulder mowing and spraying, catch-basin maintenance, de-icing, field visits and inspections, and many other potential uses. We estimate an annual savings of 14,000 gallons of diesel and gasoline by implementing ITS technology.

Additionally, ITS leverages the county's investment in enterprise GIS and SAP platforms. GIS will provide the underlying map data, and SAP will provide work order and financial management capabilities. If extended county-wide, ITS has the potential to be beneficial to every department of the county, providing savings of literally millions of dollars. In today's economic climate, with the ever mounting challenges of reduced budgets, higher fuel costs, and global climate change we need tools that will initiate long-term change for better management, better services, and better government. We believe that the use of ITS technology is a critical component of a comprehensive energy efficiency strategy. While other Multnomah County EECBG proposals have focused on building retrofits, ITS offers an additional energy efficiency and conservation strategy.

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

Grant funds will purchase system software, hardware and consulting services. County Road Services will be responsible for system and hardware maintenance and license renewals. The anticipated fuel saving and operational efficiencies outweigh the additional costs of ongoing system maintenance.

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

Road Services grant application will represent the seventh grant Multnomah County will have submitted to the Oregon Department of Energy for funding consideration. Road Services has been coordinating the ITS grant proposal with Madeleine Mader and has met with the other County applicants to evaluate the merits of the application and have received no objections or comments.

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

Our proposal provides ITS technology for use within the county. However, it uses a Service Oriented Architecture which facilitates external database connectivity and information sharing. Partnerships with municipalities within the county, and with neighboring counties, are both technologically feasible and mutually beneficial. Citizen participation could be enabled via online web maps and forms for complaints, suggestions, and asset condition reporting.

ATTACHMENT A

Grant Application/Notice of Intent

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

- **Who is the granting agency?**
Oregon Department of Energy
- **Specify grant (matching, reporting and other) requirements and goals.**
No match required
- **Explain grant funding detail – is this a one time only or long term commitment?**
This is a one time only grant
- **What are the estimated filing timelines?**
June 25, 2009
- **If a grant, what period does the grant cover?**
Fiscal Year 2010
- **When the grant expires, what are funding plans?**
When the grant period ends no additional funding will be required
- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**
Grantor will pay County and Department indirect costs

ATTACHMENT B

Required Signatures

**Elected Official or
Department/
Agency Director:**



Date: 06/09/09

Budget Analyst:



Date: 06/12/09



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (long form)

Board Clerk Use Only

APPROVED : MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # R-8 DATE 6/25/09
 ANA KARNES, ASST BOARD CLERK

Meeting Date: 06/25/09
 Agenda Item #: R-8
 Est. Start Time: 10:10 AM
 Date Submitted: 06/11/09

BUDGET MODIFICATION: OVERALL COUNTY - 02

BUDGET MODIFICATION OVERALL COUNTY-02 Appropriating \$457,047
Agenda for First Year Costs of Four Classification-Compensation Studies per the
Title: AFSCME Local 88 2007-2011 Labor Agreement

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

Requested Meeting Date:	<u>June 25, 2009</u>	Amount of Time Needed:	<u>5 minutes</u>
Department:	<u>County Management</u>	Division:	<u>Budget Office</u>
Contact(s):	<u>Julie Neburka</u>		
Phone:	<u>503-988-3312</u>	Ext.	<u>27351</u>
		I/O Address:	<u>503/501</u>
Presenter(s):	<u>Travis Graves, Julie Neburka</u>		

General Information

1. What action are you requesting from the Board?

Approve budget modification Overall County-02, appropriating first-year costs associated with four class-comp studies per the County's labor agreement with AFSCME Local 88.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The County's labor agreement with AFSCME Local 88 requires a regular review of job classifications and associated salaries. Article 14 of the current agreement sets out the process by which these reviews will occur, including the composition of the committee that chooses job families for review, the committee's tasks, and the procedure for identifying job classifications for review.

Additionally, Article 14 identifies funding to be used for implementing class-comp studies, as the assumption is that such studies will result in increased pay for the jobs reviewed. It states that "The amount of funding available for each fiscal year shall be one-quarter of one percent (0.25%) of the

budgeted base pay for all positions allocated to this bargaining unit as calculated by the Budget Manager from the adopted fiscal year budget. ... If there is a balance left over at the end of the fiscal year, it will be carried over into the following year.” And “An account of \$75,000 will be set aside each year to cover costs incurred by contracting reviews by a vendor. If there is a balance left at the end of the year, it will be carried over into the following year.”

In FY 2009, the balance in the class-comp “set aside” in contingency was \$1,234,623. This action will reduce that amount to \$777,576. This remainder has been used in the FY 2010 budget to preserve Local 88 jobs per the Memorandum of Agreement between the union and the County.

Additionally, the 0.25% set-aside amount for FY 2010 has been used to maintain Local 88 positions next year.

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

This action affects FY 2010 only, although the increased costs of the positions studied and increased is ongoing. As these studies affected prior fiscal years, departments have already factored the increased costs into their ongoing budgets.

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

This action results from a labor agreement between the County and AFSCME Local 88.

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

N/A

ATTACHMENT A

Budget Modification

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

- **What revenue is being changed and why?**
None.
- **What budgets are increased/decreased?**
General Fund contingency is decreased by \$457,047. Department personnel budgets are increased by the same amount.
- **What do the changes accomplish?**
The changes reimburse departments for paying the first-year costs of four class-comp studies per the Local 88 labor agreement.
- **Do any personnel actions result from this budget modification? Explain.**
Department personnel budgets increase, but there are no FTE changes.
- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**
N/A
- **Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?**
Departments will need to plan to absorb the ongoing costs associated with these class-comp studies.
- **If a grant, what period does the grant cover?**
N/A
- **If a grant, when the grant expires, what are funding plans?**
N/A

Contingency Request

If the request is a Contingency Request, please answer all of the following in detail:

- **Why was the expenditure not included in the annual budget process?**
The expenditure was included in the annual budget process as a part of the General Fund contingency. The labor agreement specified the amount to be "set-aside" to pay for the first-year costs of completed class-comp studies
- **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
N/A
- **Why are no other department/agency fund sources available?**
General Fund contingency is the designated source of funding for this action.
- **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account. What are the plans for future ongoing funding?**
None.

- **Has this request been made before? When? What was the outcome?**

Yes. The class-comp set aside amount has been a feature of both the current and previous labor agreements with Local 88.

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

ATTACHMENT B

BUDGET MODIFICATION: OVERALL COUNTY - 02

Required Signatures

**Elected Official or
Department/
Agency Director:**

Kayne Kieta

Date: 06/11/09

Budget Analyst:

Debraha

Date: 06/11/09

Department HR:

Date: _____

Countywide HR:

Tami Graves

Date: 06/11/09

Budget Modification ID: **Over-2****EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 2009

Line No.	Fund Center	Fund Code	Program #	Func. Area	Internal Order	Accounting Unit			Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
						Cost Center	WBS Element	Cost Element					
1	20-82	1000		0040			MA SC BIEN CGF	60000		2,923	2,923		Social Services Workers
2	20-82	1000		0040			MA SC BIEN CGF	60130		938	938		Social Services Workers
3	20-82	1000		0040			MA SC BIEN CGF	60140		175	175		Social Services Workers
4										0			
5	30-45	1000		0040			ADSDIVCS201GF	60000		2,443	2,443		Social Services Workers
6	30-45	1000		0040			ADSDIVCS201GF	60130		784	784		Social Services Workers
7	30-45	1000		0040			ADSDIVCS201GF	60140		147	147		Social Services Workers
8										0			
9	30-65	1000		0040			ADSDIVPGGF	60000		10,043	10,043		Social Services Workers
10	30-65	1000		0040			ADSDIVPGGF	60130		3,223	3,223		Social Services Workers
11	30-65	1000		0040			ADSDIVPGGF	60140		603	603		Social Services Workers
12										0			
13	22-10	1000		0040			SCPCHHFB.CGF	60000		6,431	6,431		Social Services Workers
14	22-10	1000		0040			SCPCHHFB.CGF	60130		2,064	2,064		Social Services Workers
15	22-10	1000		0040			SCPCHHFB.CGF	60140		386	386		Social Services Workers
16										0			
17	TBD	1000		0040			MA TXA AS GF	60000		3,529	3,529		Social Services Workers
18	TBD	1000		0040			MA TXA AS GF	60130		1,132	1,132		Social Services Workers
19	TBD	1000		0040			MA TXA AS GF	60140		212	212		Social Services Workers
20										0			
21	40-90	1000		0030		409320		60000		5,429	5,429		Social Services Workers
22	40-90	1000		0030		409320		60130		1,742	1,742		Social Services Workers
23	40-90	1000		0030		409320		60140		326	326	42,529	Social Services Workers
24										0			
25	40-71	1000		0030		407002		60000		21,362	21,362		Lab Techs & Med Examiners
26	40-71	1000		0030		407002		60130		6,855	6,855		Lab Techs & Med Examiners
27	40-71	1000		0030		407002		60140		1,389	1,389	29,605	Lab Techs & Med Examiners
28										0			
29	72-806	1000		0020		705250		60170		30,276	30,276	30,276	Consultant Fees per contract
											102,410	102,410	Total - Page 1
											0	0	GRAND TOTAL



Department of County Management
MULTNOMAH COUNTY OREGON

Budget Office

501 SE Hawthorne Blvd., Suite 531
Portland, Oregon 97214
(503) 988-3312 phone
(503) 988-5758 fax
(503) 988-5170 TDD

TO: Board of County Commissioners

FROM: Julie Neburka, Principal Budget Analyst

DATE: June 9, 2009

SUBJECT: General Fund Contingency Request of \$457,047 for AFSCME Local 88 classification-compensation studies completed during FY 2009

The FY 2009 budget includes funds for first-year implementation of classification-compensation studies for the negotiated labor agreement (2007-2011) with AFSCME Local 88 (Local 88). The agreement with Local 88 requires a regular review of job classifications and associated salaries. Article 14 of the current agreement sets out the process by which these reviews will occur, including the composition of the committee that chooses job families for review, the committee's tasks, and the procedure for identifying job classifications for review.

Article 14 identifies funding to be used for implementing class-comp studies, as the assumption is that such studies will result in increased pay for the jobs reviewed. It states that "The amount of funding available for each fiscal year shall be one-quarter of one percent (0.25%) of the budgeted base pay for all positions allocated to this bargaining unit as calculated by the Budget Manager from the adopted fiscal year budget. ... If there is a balance left over at the end of the fiscal year, it will be carried over into the following year." And "An account of \$75,000 will be set aside each year to cover costs incurred by contracting reviews by a vendor. If there is a balance left at the end of the year, it will be carried over into the following year."

In FY 2009, the balance in the class-comp "set aside" in contingency was \$1,234,623. This action will reduce that amount to \$777,576. This remainder has been used in the FY 2010 budget to preserve Local 88 jobs per the Memorandum of Agreement between the union and the County. Additionally, the 0.25% set-aside amount for FY 2010 has been used to maintain Local 88 positions next year.

General Fund Contingency Policy Compliance

The Budget Office is required to inform the Board if contingency requests submitted for approval satisfy the general guidelines and policies for using the General Fund Contingency.

In particular,

- Criteria 1 states contingency requests should be for one-time-only purposes. *The Local 88 contract specifies that the class-comp set-aside in the General Fund Contingency is to be used to pay the first-year costs of class-comp studies only.*
- Criteria 2 Addresses emergencies and unanticipated situations. *This item is not an emergency or an unanticipated situation.*
- Criteria 3 addresses items identified in Board Budget Notes. *This item is not addressed in the FY 2009 Board Budget Notes.*



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (long form)

APPROVED : MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # R-9 DATE 6/25/09
 ANA KARNES, ASST BOARD CLERK

Board Clerk Use Only

Meeting Date: 06/25/09
 Agenda Item #: R-9
 Est. Start Time: 10:12 AM
 Date Submitted: 06/08/09

BUDGET MODIFICATION: OVERALL COUNTY - 03

BUDGET MODIFICATION OVERALL COUNTY-03, Appropriating \$133,000
Agenda Title: from the Federal Emergency Management Agency (FEMA) in Reimbursement
of Expenses for the December 2008 Winter Storm

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

Requested Meeting Date: June 25, 2009 **Amount of Time Needed:** 5 minutes
Department: DCM, DCS, DCHS, MCSO **Division:** Emergency Management
Contact(s): Mike Waddell
Phone: 503-988-5111 **Ext.** 22562 **I/O Address:** 503/4
Presenter(s): Dave Houghton

General Information

1. What action are you requesting from the Board?

Approval of budget modification Overall County 03, adding \$133,000 from FEMA to reimburse County expenses incurred during the December, 2008 winter storm.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

Multnomah County experienced record snow fall during the end of December 2008 which caused disruption in county services. Due to service disruptions and the potential for loss of life and property the County suspended non-essential services for two days and responded with a declaration of emergency on December 22, 2008. The county incurred costs which contributed to the states *total per capita* storm costs allowing the collective jurisdictions to reach a FEMA cost reimbursement threshold which qualified the county for FEMA cost recovery. In addition to staffing the Emergency Coordination Center and warming shelters, there were also emergency responses by the Multnomah County Sheriff's Office to protect life and property. County Transportation and Facilities & Property Management responded to snow removal and sanding. Because the county experienced historical

levels of snow fall, FEMA made an exception to their rules to allow for recovery of limited snow removal costs. Approximately half of the cost recovery was related to relatively minor property damage to the Multnomah County Courthouse, the Mead and Library Administration Buildings and the River Patrol facility. The County sustained approximately \$175,000 of eligible storm related costs of which it is entitled to 75% FEMA cost recovery or about \$133,000.

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

This is a one-time-only reimbursement for an emergency activity that occurred during FY 2009. There are no ongoing expenses associated with this request.

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

None. The County has enjoyed a close working relationship with FEMA on the reimbursements for the winter storm.

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

N/A

ATTACHMENT A

Budget Modification

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

- **What revenue is being changed and why?**

The Federal-State Fund is increased by \$133,000 in four County departments.

- **What budgets are increased/decreased?**

The Department of County Management is increased by \$68,500. The Department of County Human Services is increased by \$5,500. The Department of Community Services is increased by \$42,500. The Sheriff's Office is increased by \$16,500.

- **What do the changes accomplish?**

Appropriations in all four departments are increased to accommodate the costs incurred for a variety of activities undertaken during the December, 2008 winter storm, including resident life and safety, animal protection, infrastructure repairs, snow and sand removal, and labor, materials and supplies for operating the warming shelters.

- **Do any personnel actions result from this budget modification? Explain.**

None.

- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**

Indirect costs were not allowed for this grant. Instead, FEMA allowed for some minor administrative costs associated with completing the cost recovery application (approx \$3,700).

- **Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?**

This is one-time revenue for a one-time emergency activity.

- **If a grant, what period does the grant cover?**

N/A

- **If a grant, when the grant expires, what are funding plans?**

N/A

ATTACHMENT B

BUDGET MODIFICATION: OVERALL COUNTY - 03

Required Signatures

**Elected Official or
Department/
Agency Director:**

Kayne Kieta

Date: 06/09/09

Budget Analyst:

Debra

Date: 06/09/09

Department HR:

Date: _____

Countywide HR:

Date: _____

EXPENDITURES & REVENUES

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

Budget/Fiscal Year: 2009

Line No.	Fund Center	Fund Code	Program #	Func. Area	Internal Order	Accounting Unit		Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
						Cost Center	WBS Element						
1	26-00	20752		0040			EMDR1824ORDCHSFEM	50190		(5,500)	(5,500)		DCHS
2	26-00	20752		0040			EMDR1824ORDCHSFEM	60240		5,500	5,500		DCHS
3										0			
4	60-50	20752		0050			EMDR1824ORMCSOFEM	50190		(16,500)	(16,500)		Sheriff's Office
5	60-50	20752		0050			EMDR1824ORMCSOFEM	60240		12,425	12,425		Sheriff's Office
6	60-50	20752		0050			EMDR1824ORMCSOFEM	60110		2,810	2,810		Sheriff's Office
7	60-50	20752		0050			EMDR1824ORMCSOFEM	60135		1,010	1,010		Sheriff's Office
8	60-50	20752		0050			EMDR1824ORMCSOFEM	60145		255	255	0	Sheriff's Office
9													
10	72-15	20752		0020			EMDR1824ORDCMEOC	50190		(500)	(500)		DCM Emergency Mgmt
11	72-15	20752		0020			EMDR1824ORDCMEOC	60240		500	500		DCM Emergency Mgmt
12										0			
13	72-50	20752		0020			EMDR1824ORDCMFM	50190		(68,000)	(68,000)		DCM Facilities
14	72-50	20752		0020			EMDR1824ORDCMFM	60240		68,000	68,000		DCM Facilities
15										0			
16	91-50	20752		0080			EMDR1824ORDCSRF	50190		(30,000)	(30,000)		DCS Road Services
17	91-50	20752		0080			EMDR1824ORDCSRF	60240		30,000	30,000		DCS Road Services
18										0			
19	91-50	20752		0080			EMDR1824ORDCSBF	50190		(6,500)	(6,500)		DCS Bridges
20	91-50	20752		0080			EMDR1824ORDCSBF	60240		6,500	6,500		DCS Bridges
21										0			
22	91-30	20752		0020			EMDR1824ORDCS tbd	50190		(6,000)	(6,000)	(133,000)	DCS Animal Services
23	91-30	20752		0020			EMDR1824ORDCS tbd	60240		6,000	6,000	133,000	DCS Animal Services
24										0			
25	72-10	3500		0020		705210		50316		(1,010)	(1,010)		Insurance SR
26	72-10	3500		0020		705210		60330		1,010	1,010		Insurance SR
27										0			
28										0			
29										0			
										0		0	Total - Page 1
										0		0	GRAND TOTAL



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (revised 09/22/08)

Board Clerk Use Only

Meeting Date: 06/25/09
Agenda Item #: R-10
Est. Start Time: 10:15 AM
Date Submitted: 06/12/09

Agenda Title: **RESOLUTION Appointing Joanne Fuller, Kathy Tinkle, Patrice Botsford and Karl Brimmer as County Financial Assistance Administrators for the State of Oregon Department of Human Services, 2009-2011 County Financial Assistance Intergovernmental Revenue Agreement 0910129 (State #127132)**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date:	<u>June 25, 2009</u>	Amount of Time Needed:	<u>2 minutes</u>
Department:	<u>DCHS</u>	Division:	<u>DCHS Director's Office</u>
Contact(s):	<u>Kathy Tinkle</u>		
Phone:	<u>503.988.3691</u>	Ext.:	<u>26858</u>
		I/O Address:	<u>167/1/240</u>
Presenter(s):	<u>Kathy Tinkle</u>		

General Information

1. What action are you requesting from the Board?

The Department of County Human Services requests the Board of County Commissioners approval to appoint Joanne Fuller, Kathy Tinkle, Karl Brimmer, and Patrice Botsford as Contract Administrators for the State of Oregon Department of Human Services, 2009-2011 County Financial Assistance Intergovernmental Revenue Agreement.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

Section E.5 of Agreement #127312 requires the County by resolution to appoint an officer to administer the Agreement (County Financial Assistance Administrator) and to authorize the County Financial Assistance Administrator to amend the Assistance Award and Agreement and Service Element Prior Authorization on behalf of the County. Further, the County Financial Assistance Administrator may enable the disbursement of financial assistance through submission and modification of the Client Prior Authorizations and

Provider Prior Authorizations and authorize providers to submit disbursement claims.

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

There is no fiscal impact with this resolution.

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

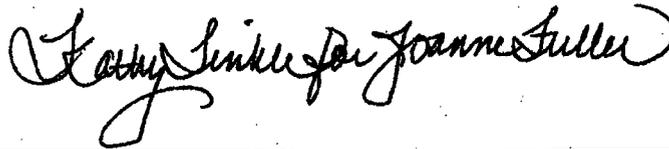
None, this is a routine action which occurs at the start of each biennium.

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

N/A

Required Signature

Elected Official
or Department/
Agency Director:



Date: 06/12/09

BOGSTAD Deborah L

From: TINKLE Kathy M
Sent: Friday, June 12, 2009 9:52 AM
To: BOWEN-BIGGS Tara C
Cc: BOGSTAD Deborah L; LOPRESTI Kristie M
Subject: Resolution for June 25th BCC Agenda Placement
Importance: High

Attached is a resolution and APR that is routinely processed at the start of each biennium to appoint contract administrators within DCHS to approve financial amendments to the State Mental Health Grant which occur throughout the biennium. We need to have this on the BCC agenda for June 25th so that we can get the signed Resolution to the State prior to June 30th.

Deb, as soon as this is approved by the BCC, could you please send the signed resolution to Kristie Lopresti electronically so she could handle the transmission to the State?

Thanks to you both, please let me know if you have questions or concerns.

Kathy Tinkle
DCHS Business Services Director
(503) 988-3691 ext. 26858
kathy.m.tinkle@co.multnomah.or.us

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Appointing Joanne Fuller, Kathy Tinkle, Patrice Botsford and Karl Brimner as County Financial Assistance Administrators for the State of Oregon Department of Human Services, 2009-2011 County Financial Assistance Intergovernmental Revenue Agreement 0910129 (State #127132)

The Multnomah County Board of Commissioners Finds:

- a. The Multnomah County Department of County Human Services provides mental health, alcohol and drug and developmentally disabled treatment services to citizens of Multnomah County.
- b. The County has requested financial assistance from the State of Oregon Department of Human Services to operate or contract for the operation of its community mental health, alcohol and drug, and developmental disabilities program.
- c. The State of Oregon Department of Human Services is willing, upon the terms and conditions of the 2009-2011 Financial Assistance Agreement (Agreement), to provide such financial assistance (Assistance Award) to the County. The County approved the Agreement on June 25, 2009.
- d. Section E.5 of the Agreement requires the County by resolution to appoint an officer to administer the Agreement (County Financial Assistance Administrator) and to authorize the County Financial Assistance Administrator to amend the Assistance Award and Agreement and Service Element Prior Authorization on behalf of the County. Further, the County Financial Assistance Administrator may enable the disbursement of financial assistance through submission and modification of the Client Prior Authorizations and Provider Prior Authorizations and authorize providers to submit disbursement claims.

The Multnomah County Board of Commissioners Resolves:

The Board appoints Joanne Fuller, Kathy Tinkle, Patrice Botsford and Karl Brimner as the County Financial Assistance Administrators and authorizes Joanne Fuller, Kathy Tinkle, Patrice Botsford and Karl Brimner to amend the Assistance Award on behalf of the County, by execution and delivery of amendments to the Agreement in accordance with Section E.5.

ADOPTED this 25th day of June, 2009.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Patrick W. Henry, Assistant County Attorney

SUBMITTED BY:
Joanne Fuller, Director, Dept. of County Human Services

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 09-090

Appointing Joanne Fuller, Kathy Tinkle, Patrice Botsford and Karl Brimner as County Financial Assistance Administrators for the State of Oregon Department of Human Services, 2009-2011 County Financial Assistance Intergovernmental Revenue Agreement 0910129 (State #127132)

The Multnomah County Board of Commissioners Finds:

- a. The Multnomah County Department of County Human Services provides mental health, alcohol and drug and developmentally disabled treatment services to citizens of Multnomah County.
- b. The County has requested financial assistance from the State of Oregon Department of Human Services to operate or contract for the operation of its community mental health, alcohol and drug, and developmental disabilities program.
- c. The State of Oregon Department of Human Services is willing, upon the terms and conditions of the 2009-2011 Financial Assistance Agreement (Agreement), to provide such financial assistance (Assistance Award) to the County. The County approved the Agreement on June 25, 2009.
- d. Section E.5 of the Agreement requires the County by resolution to appoint an officer to administer the Agreement (County Financial Assistance Administrator) and to authorize the County Financial Assistance Administrator to amend the Assistance Award and Agreement and Service Element Prior Authorization on behalf of the County. Further, the County Financial Assistance Administrator may enable the disbursement of financial assistance through submission and modification of the Client Prior Authorizations and Provider Prior Authorizations and authorize providers to submit disbursement claims.

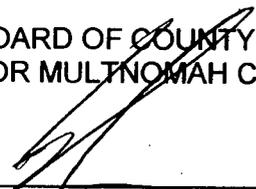
The Multnomah County Board of Commissioners Resolves:

The Board appoints Joanne Fuller, Kathy Tinkle, Patrice Botsford and Karl Brimner as the County Financial Assistance Administrators and authorizes Joanne Fuller, Kathy Tinkle, Patrice Botsford and Karl Brimner to amend the Assistance Award on behalf of the County, by execution and delivery of amendments to the Agreement in accordance with Section E.5.

ADOPTED this 25th day of June, 2009.



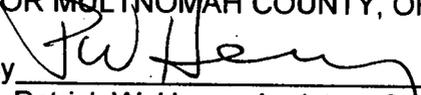
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 

Patrick W. Henry, Assistant County Attorney

SUBMITTED BY:
Joanne Fuller, Director, Dept. of County Human Services



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (revised 09/22/08)

APPROVED : MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # R-11 DATE 6/25/09
 ANA KARNES, ASST BOARD CLERK

Board Clerk Use Only

Meeting Date: 06/25/09
 Agenda Item #: R-11
 Est. Start Time: 10:17 AM
 Date Submitted: 06/12/09

BUDGET MODIFICATION: DCHS - 44

**BUDGET MODIFICATION DCHS-44 Increasing the Department of County
 Agenda Human Services Fiscal Year 2009 Federal/State Appropriation by \$2,383,775
 Title: For Developmental Disabilities Services Division**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date:	<u>June 25, 2009</u>	Amount of Time Needed:	<u>5 minutes</u>
Department:	<u>County Human Services</u>	Division:	<u>Developmental Disabilities Services</u>
Contact(s):	<u>Kathy Tinkle</u>		
Phone:	<u>988-3691</u>	Ext.	<u>26858</u>
Presenter(s):	<u>Patrice Botsford</u>	I/O Address:	<u>167/620</u>

General Information

1. What action are you requesting from the Board?

The Department of County Human Services recommends approval of budget modification DCHS-44 increasing the Developmental Disabilities Services Division (DDSD) Federal/State appropriation by \$2,383,775.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

This is the annual year end budget modification that reflects changes to the County Financial Assistance Contract (CFAC). The contract is routinely amended though out the year by the State via Financial Assistance Awards (FAA). FAA's change, refine and clarify the scope of services delivered and the available funding. Based on the recent FAA's, the State Mental Health Grant (SMHG) will increase by \$1,865,146 and will be utilized for Direct Client Assistance and Pass-Through for DDSD clients in need of rent subsidies, crisis, and transportation services.

An increase of \$518,629 is one-time-only in nature, ensuing from an FY 2008 SMHG extension through FY 2009. The extension was the result of FAA's that came in close to the end of the fiscal year, which were not anticipated during the time the FY 2009 budget was prepared. \$403,180 will be utilized on Contracted Services for clients that qualify for the following DDS services: Crisis, Regional Crisis & Backup, Comprehensive In-Home Services for Adults, and Family Support. The remaining \$115,449 will be used for Materials and Services costs to close out the year.

This budget modification impacts program offers: 25010 - DDS Administration & Support; 25012 - DDS Services for Adults; 25013 - DDS Services for Children w/ Developmental Disabilities; and 25015 - DDS Crisis Services for Individuals w/ Developmental Disabilities.

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

The FY 2009 budget for DDS will be increased by \$2,383,775. The following expenses increase: Contracted Services by \$2,273,445 and Supplies by \$5,396. The following expenses in internal services will increase with a corresponding increase in service reimbursements in: Building Management by \$40,845, Telecomm by \$7,874, Data Processing by \$44,386, Distribution & Postage by \$6,307.

Department grant paid indirect revenue will be increased by \$2,514 with a corresponding increase in supplies. Service reimbursement from the grant to the General Fund will be increased by \$3,008.

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

N/A

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

N/A

ATTACHMENT A

Budget Modification

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

- **What revenue is being changed and why?**

This is the annual year end budget modification that reflects changes to the County Financial Assistance Contract (CFAC). The contract is routinely amended by the State via Financial Assistance Awards (FAA). FAA's change, refine and clarify the scope of services delivered and the available funding. Based on the recent FAA's, the State Mental Health Grant (SMHG) will increase by \$1,865,146.

An increase of \$518,629 is one-time-only in nature, ensuing from an FY 2008 SMHG extension through FY 2009. The extension was the result of FAA's that came in close to the end of the fiscal year, which were not anticipated during the time the FY 2009 budget was prepared.

- **What budgets are increased/decreased?**

The FY 2009 budget for DDS will be increased by \$2,383,775. The following expenses increase: Contracted Services by \$2,273,445 and Supplies by \$5,396. The following expenses in internal services will increase with a corresponding increase in service reimbursements in: Building Management by \$40,845, Telecomm by \$7,874, Data Processing by \$44,386, Distribution & Postage by \$6,307.

Department grant paid indirect revenue will be increased by \$2,514 with a corresponding increase in supplies. Service reimbursement from the grant to the General Fund will be increased by \$3,008.

- **What do the changes accomplish?**

The changes in this budget modification will bring the budget in line with current State of Oregon agreements, and will cover anticipated costs for FY 2009 for services to DDS clients.

- **Do any personnel actions result from this budget modification? Explain.**

No personnel actions result from this budget modification.

- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**

Department grant paid indirect revenue will be increased by \$2,514 with a corresponding increase in supplies. Service reimbursement from the grant to the General Fund will be increased by \$3,008.

- **Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?**

State Mental Health Grant is ongoing functions.

- **If a grant, what period does the grant cover?**

7/1/2007 – 6/30/2009

- **If a grant, when the grant expires, what are funding plans?**

This is an ongoing biennium grant with the State.

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

ATTACHMENT B

BUDGET MODIFICATION: DCHS - 44

Required Signatures

**Elected Official
or Department/
Agency Director:**

Handwritten signature: Cathy Linker for Joanne Fuller

Date: 06/12/09

Budget Analyst:

Handwritten signature

Date: 06/12/09

Department HR:

Date:

Countywide HR:

Date:

EXPENDITURES & REVENUES

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

Line No.	Fund Center	Fund Code	Program #	Func. Area	Accounting Unit			Cost Element	Current Amount
					Internal Order	Cost Center	WBS Element		
1	20-50	84157	25015	40			DD REGS PFY 157	50190	(155,009)
2	20-50	84157	25015	40			DD REGS PFY 157	60170	149,334
3	20-50	84157	25015	40			DD REGS PFY 157	60240	0
4	20-50	84157	25015	40			DD REGS PFY 157	60350	3,662
5	20-50	84157	25015	40			DD REGS PFY 157	60355	3,060
6	20-50	84157	25015	40			DD REGS PFY 157	60370	0
7	20-50	84157	25015	40			DD REGS PFY 157	60380	0
8	20-50	84157	25015	40			DD REGS PFY 157	60430	0
9	20-50	84157	25015	40			DD REGS PFY 157	60460	0
10									
11	20-50	84044	25015	40			DD PFY CNTY 44	50190	0
12	20-50	84044	25015	40			DD PFY CNTY 44	60155	
13									
14	20-50	84049	25012	40			DD PFY ACOMP 49	50190	0
15	20-50	84049	25012	40			DD PFY ACOMP 49	60155	0
16									
17	20-50	84001	25010	40			DD ADMS PFY LA	50190	0
18	20-50	84001	25010	40			DD ADMS PFY LA	60240	0
19	20-50	84001	25010	40			DD ADMS PFY LA	60430	0
20									
21	20-50	84150	25013	40			DD PFY KIDS LTD 150	50190	0
22	20-50	84150	25013	40			DD PFY KIDS LTD 150	60155	0
23									

EXPENDITURES & REVENUES

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

Line No.	Fund Center	Fund Code	Program #	Func. Area	Accounting Unit			Cost Element	Current Amount
					Internal Order	Cost Center	WBS Element		
24	20-50	84150	25013	40			DD PFY KIDS FSP 150	50190	0
25	20-50	84150	25013	40			DD PFY KIDS FSP 150	60155	0
26									
27	20-50	81044	25015	40			DD CNTY 44	50190	(380,965)
28	20-50	81044	25015	40			DD CNTY 44	60155	380,965
29									
30	20-50	81044	25015	40			DD REG 44	50190	(1,112,942)
31	20-50	81044	25015	40			DD REG 44	60155	1,112,942
32									
33	20-50	84044	25015	40			DD REGS PFY 44	50190	0
34	20-50	84044	25015	40			DD REGS PFY 44	60155	0
35									
36	20-50	32203	25015	40			DD HAP PILOT	50200	0
37	20-50	32203	25015	40			DD HAP PILOT	60155	0
38									
39	20-50	81053	25015	40			DD PIP 53	50190	(3,258,969)
40	20-50	81053	25015	40			DD PIP 53	60155	3,258,969
41									
42	20-50	81056	25015	40			DD PIP 56	50190	(526,070)
43	20-50	81056	25015	40			DD PIP 56	60155	526,070
44									
45	20-50	81057	25015	40			DD PIP 57	50190	(1,200)
46	20-50	81057	25015	40			DD PIP 57	60155	1,200

EXPENDITURES & REVENUES

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

Line No.	Fund Center	Fund Code	Program #	Func. Area	Accounting Unit			Cost Element	Current Amount
					Internal Order	Cost Center	WBS Element		
47									
48	20-50	81057	25015	40			DD PIP SU 57	50190	(24)
49	20-50	81057	25015	40			DD PIP SU 57	60160	24
50									
51									
52	26-00	1000	25000	40			CHSDO.IND1000	50370	
53	26-00	1000	25000	40			CHSDO.IND1000	60240	
54									
55	19	1000		20		9500001000		50310	
56	19	1000		20		9500001000		60470	
57									
58	72-50	3505		20		902575		50310	
59	72-50	3505		20		902575		60170	
60									
61	72-60	3503		20		709525		50310	
62	72-60	3503		20		709525		60200	
63									
64	72-60	3503		20		709000		50310	
65	72-60	3503		20		709000		60240	
	72-55	3504		20		904400		50310	
66	72-55	3504		20		904400		60230	
67									

Budget Modification ID: **DCHS-44**

Budget/Fiscal Year: 2009

Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
(300,340)	(145,331)		IG OP-FED THRU STATE
186,965	37,631		Professional Services
2,766	2,766		Supplies
6,670	3,008		Central Indirect
5,574	2,514		Dept. Indirect
7,874	7,874		Intl Svc Telephone
44,386	44,386		Intl Svc Data Processing
40,845	40,845		Intl Svc Building Management
6,307	6,307		Intl Svc Distribution/Postage
0			
(170,251)	(170,251)		IG OP-FED THRU STATE
170,251	170,251		Direct Client Assistance
0			
(50,000)	(50,000)		IG OP-FED THRU STATE
50,000	50,000		Direct Client Assistance
0			
(7,749)	(7,749)		IG OP-FED THRU STATE
2,630	2,630		Supplies
5,119	5,119		Int Svc Bldg Mgmt
(10,255)	(10,255)		IG OP-FED THRU STATE
10,255	10,255		Direct Client Assistance

Budget Modification ID: **DCHS-44**

Budget/Fiscal Year: 2009

Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
(8,308)	(8,308)		IG OP-FED THRU STATE
8,308	8,308		Direct Client Assistance
(714,581)	(333,616)		IG OP-FED THRU STATE
714,581	333,616		Direct Client Assistance
0			
(1,229,784)	(116,842)		IG OP-FED THRU STATE
1,229,784	116,842		Direct Client Assistance
0			
(126,735)	(126,735)		IG OP-FED THRU STATE
126,735	126,735		Direct Client Assistance
0			
(16,556)	(16,556)		IG-OP Other
16,556	16,556		Direct Client Assistance
0			
(4,556,543)	(1,297,574)		IG OP-FED THRU STATE
4,556,543	1,297,574		Direct Client Assistance
0			
(542,459)	(16,389)		IG OP-FED THRU STATE
542,459	16,389		Direct Client Assistance
0			
(30,616)	(29,416)		IG OP-FED THRU STATE
30,616	29,416		Direct Client Assistance

Budget Modification ID: **DCHS-44**

Budget/Fiscal Year: 2009

Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
0			
(54,777)	(54,753)		IG OP-FED THRU STATE
54,777	54,753		Pass Through
(2,514)	(2,514)		Dept. Indirect Revenue
2,514	2,514		Supplies
(3,008)	(3,008)		Svc Reim F/S to General
3,008	3,008		Contingency
(40,845)	(40,845)		Svc Reimb to Bldg Mgmt
40,845	40,845		Professional Services for Bldg Mgmt
(7,874)	(7,874)		Svc Reim F/S to Telecomm
7,874	7,874		Communications
(44,386)	(44,386)		Svc Reim F/S to Data Processing
44,386	44,386		Supplies
(6,307)	(6,307)		Svc Reim F/S to Mail & Distribution
6,307	6,307		Mail & Shipping
	0		Grand Total



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (revised 09/22/08)

APPROVED : MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # R-12 DATE 6/25/09
 ANA KARNES, ASST BOARD CLERK

Board Clerk Use Only

Meeting Date: 06/25/09
 Agenda Item #: R-12
 Est. Start Time: 10:20 AM
 Date Submitted: 06/12/09

BUDGET MODIFICATION: DCHS - 46

**BUDGET MODIFICATION DCHS-46 Increasing the Mental Health and
 Agenda Addition Services Appropriation by \$2,597,404 to Reflect State of Oregon
 Title: Funding Revisions through May 2009**

*Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other
 submissions, provide a clearly written title sufficient to describe the action requested.*

Requested Meeting Date: June 25, 2009 **Amount of Time Needed:** 5 minutes
Department: County Human Services **Division:** Mental Health and
 Addiction Services
Contact(s): Kathy Tinkle
Phone: 988-3691 **Ext.** 26858 **I/O Address:** 167/620
Presenter(s): Karl Brimmer or David Hidalgo

General Information

1. What action are you requesting from the Board?

The Department of County Human Services recommends approval of budget modification DCHS-
 increasing the Mental Health and Addiction Services Division (MHASD) Federal/State
 appropriation by \$2,597,404.

**2. Please provide sufficient background information for the Board and the public to
 understand this issue. Please note which Program Offer this action affects and how it
 impacts the results.**

This is the annual year-end budget modification that reflects changes to the County Financial
 Assistance Contract (CFAC). The contract is continually amended through out the year by the State
 via Financial Assistance Award Amendments (FAA's). FAA's change, refine and clarify the scope
 of services delivered and the available funding. Based on the recent FAA's, the State Mental Health
 Grant (SMHG) will increase funding to MHASD Residential Services, program offer 25060, by
 \$2,597,404.

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

MHASD Residential Services, program offer 25060, FY 2009 budget will increase by \$2,597,404. Contracted Services expense will increase by the same total of \$2,597,404 for direct client assistance. There are no personnel costs associated with this funding increase, nor at this time does this grant allow indirect charges.

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

N/A

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

N/A

ATTACHMENT A

Budget Modification

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

- **What revenue is being changed and why?**

This is the annual year-end budget modification that reflects changes to the County Financial Assistance Contract (CFAC). The contract is continual amended through out the year by the State via Financial Assistance Award Amendments (FAA's). FAA's change, refine and clarify the scope of services delivered and the available funding. Based on the recent FAA's, the State Mental Health Grant (SMHG) will increase funding to MHASD Residential Services, program offer 25060, by \$2,597,404.

- **What budgets are increased/decreased?**

MHASD Residential Services, program offer 25060, FY 2009 budget will increase by \$2,597,404 to be used for Direct Client Assistance service.

- **What do the changes accomplish?**

The changes in this budget modification will bring the budget in line with current State of Oregon agreements, and will cover anticipated costs for FY 2009 for services to MHASD clients.

- **Do any personnel actions result from this budget modification? Explain.**

No personnel actions result from this budget modification.

- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**

The grant does not pay indirect.

- **Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?**

State Mental Health Grant revenue is ongoing,

- **If a grant, what period does the grant cover?**

7/1/2007 – 6/30/2009

- **If a grant, when the grant expires, what are funding plans?**

N/A

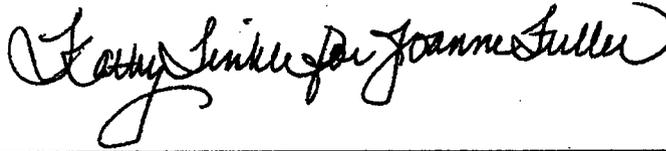
NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

ATTACHMENT B

BUDGET MODIFICATION: DCHS - 46

Required Signatures

**Elected Official
or Department/
Agency Director:**



Date: 06/12/09

Budget Analyst:



Date: 06/12/09

Department HR:

Date:

Countywide HR:

Date:

Budget Modification ID: DCHS - 46

EXPENDITURES & REVENUES

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

Budget/Fiscal Year: 2009

Line No.	Fund Center	Fund Code	Program #	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
					Internal Order	Cost Center	WBS Element						
1	20-80	82020	25060	40			MA SN MC RES 20	50190	(1,504,939)	(3,017,359)	(1,512,420)		IG - OP Fed Thru State
2	20-80	82020	25060	40			MA SN MC RES 20	60160	1,504,939	3,017,359	1,512,420		Pass-thru
3													
4	20-80	82028	25060	40			MA SN MC RES 28	50190	(264,909)	(912,093)	(647,184)		IG - OP Fed Thru State
5	20-80	82028	25060	40			MA SN MC RES 28	60160	264,909	912,093	647,184		Pass-thru
6	20-80	84028	25060	40			MA SN MC RES PFY 28	50190	0	(437,800)	(437,800)		IG - OP Fed Thru State
7	20-80	84028	25060	40			MA SN MC RES PFY 28	60160	0	437,800	437,800		Pass-thru
8													
9													
10													
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26													
27													
28										0			
29										0			
											0	0	Total - Page 1
											0	0	GRAND TOTAL



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (revised 09/22/08)

APPROVED : MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # R-13 DATE 6/25/09
 ANA KARNES, ASST BOARD CLERK

Board Clerk Use Only

Meeting Date: 06/25/09
 Agenda Item #: R-13
 Est. Start Time: 10:25 AM
 Date Submitted: 06/18/09

BUDGET MODIFICATION: DCJ- 01

**BUDGET MODIFICATION DCJ-01 Adding \$242,252 from the American
 Agenda Recovery and Reinvestment Act: Edward Byrne Memorial Justice Assistance
 Title: Grant Program**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date:	<u>June 25, 2009</u>	Amount of Time Needed:	<u>3 minutes</u>
Department:	<u>Dept. of Community Justice</u>	Division:	<u>Adult Services Division</u>
Contact(s):	<u>Shaun Coldwell</u>		
Phone:	<u>503-988-3961</u>	Ext.	<u>83961</u>
		I/O Address:	<u>503 / 250</u>
Presenter(s):	<u>Carl Goodman</u>		

General Information

1. What action are you requesting from the Board?

The Department of Community Justice (DCJ) requests approval of budget modification DCJ-01, which appropriates \$242,252 from the American Recovery & Reinvestment Act (ARRA): Edward Byrne Memorial Justice Assistance Grant (JAG) Program to the Fiscal Year 2010 budget to provide forensic services.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The Edward Byrne Memorial Justice Assistance Grant is a non-competitive federal formula stimulus grant from the United States Department of Justice (US DOJ), Office of Justice Programs (OJP). DCJ will use these funds to restore two full-time positions which were eliminated in the FY-2010 adopted budget. These positions, a Community Justice Manager (CJM) and Parole/Probation Officer (PPO) will be assigned to the Forensic Unit. This unit conducts forensic examinations of computers, cell phones, other forms of digital communication, and the transmittal of digital images. They are trained to collect, preserve, examine, and report digital evidence for the purposes of

prosecution and sustaining violations of supervision.

This grant enhances FY 2010 program offer 50030A - Adult Field Services-Felony Supervision.

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

This budget modification includes revenue and expenditures covering the period of July 1, 2009 through June 30, 2010 in the amount of \$242,252.

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

It is the policy of Multnomah County to make all employment decisions without regard to race, religion, color, national origin, sex, age marital status, disability, political affiliations, sexual orientation, or any other nonmerit factor.

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

The City of Portland Police Bureau is the lead agency for this grant with funds dispersed to the City of Gresham, Multnomah County District Attorney's Office, and DCJ.

ATTACHMENT A

Budget Modification

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

- **What revenue is being changed and why?**
DCJ's FY-2010 budget will be increased by \$242,252 in grant funding from the U.S. Department of Justice (US DOJ), Office of Justice Programs (OJP).
- **What budgets are increased/decreased?**
Adult Services Division budget increases by \$242,252.
- **What do the changes accomplish?**
Appropriation of the American Recovery & Reinvestment Act: Edward Byrne Memorial Justice Assistance Grant (JAG).
- **Do any personnel actions result from this budget modification? Explain.**
Yes, two full-time positions are restored effective July 1, 2009.
- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**
This grant does not allow for indirect costs.
- **Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?**
The grant funding is one-time-only.
- **If a grant, what period does the grant cover?**
July 1, 2009 through June 30, 2011 (two years). The total grant amount for DCJ over the two year period is \$494,194.
- **If a grant, when the grant expires, what are funding plans?**
When the grant ends, if no alternative funding can be found the program will be scaled back to its original size.

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

ATTACHMENT B

BUDGET MODIFICATION: DCJ - 01

Required Signatures

**Elected Official or
Department/
Agency Director:**

John Anderson for Scott Taylor

Date: 06/18/09

Budget Analyst:

[Handwritten Signature]

Date: 06/18/09

Department HR:

Phyllis Vargo

Date: 06/18/09

Countywide HR:

Tami Graves

Date: 06/18/09

EXPENDITURES & REVENUES

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

Budget/Fiscal Year: 2010

Line No.	Fund Center	Fund Code	Program #	Func. Area	Internal Order	Accounting Unit		Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
						Cost Center	WBS Element						
1	50-10	21194	50030A	50		CJ036.JAG.BYRNE.FORENSIC		50170	-	(242,252)	(242,252)		IG-OP-Direct Fed
2	50-10	21194	50030A	50		CJ036.JAG.BYRNE.FORENSIC		60000		127,542	127,542		Salary
3	50-10	21194	50030A	50		CJ036.JAG.BYRNE.FORENSIC		60130		45,852	45,852		Fringe
4	50-10	21194	50030A	50		CJ036.JAG.BYRNE.FORENSIC		60140		32,178	32,178		Insurance
5	50-10	21194	50030A	50		CJ036.JAG.BYRNE.FORENSIC		60240		11,614	11,614		Supplies
6	50-10	21194	50030A	50		CJ036.JAG.BYRNE.FORENSIC		60350		20,694	20,694		Travel & Training
7	50-10	21194	50030A	50		CJ036.JAG.BYRNE.FORENSIC		60370		4,372	4,372		Intl Svcs Telephone
8										0		0	Add JAG Grant to ASD's FY-2010 Budget
9										0			
10	72-10	3500		20		705210		50316		(32,178)	(32,178)		Service Reimb, Insurance
11	72-10	3500		20		705210		60330		32,178	32,178		Claims Paid, Insurance
12										0			
13	72-60	3503		20		709525		50310		(4,372)	(4,372)		Service Reimb, Telephone
14	72-60	3503		20		709525		60200		4,372	4,372		Communications
15										0			
16										0			
17										0			
18										0			
19										0			
20										0			
21										0			
22										0			
23										0			
24										0			
25										0			
26										0			
27										0			
28										0			
29										0			
											0	0	Total - Page 1
											0	0	GRAND TOTAL

